



## Personal Property Securities Register (PPSR)

### Trade Mark Licence Agreement

Brand Owner	Brand User		
<p><b>Commonwealth of Australia as represented by Australian Financial Security Authority</b>            ABN 63 384 330 717            of Level 5 East Wing, 4 National Circuit, Barton, ACT, 2600, AUSTRALIA            ("we", "us" or "our")</p> <p><b>Key Contact:</b>  <b>Email:</b> enquiries@ppsr.gov.au  <b>Telephone:</b> 1300 007 777</p>	<p>ABN:            of</p> <p>PPSR B2G Account Number            ("you" or "your")</p> <p><b>Key contact:</b>            Name:            Email:            Telephone:</p>		
Licensed Mark	Brand		
<p>The Licensor is the owner of the mark displayed below. The mark is licensed for use under the terms of this agreement in the form defined as the <b>Brand</b>, only.</p> <div data-bbox="145 1182 424 1518" data-label="Image"> </div>	<p>The Licensed Mark, used in conjunction with the words "Powered By", in the form prescribed in the Brand Guidelines (as defined in Clause 1 of this Agreement) only.</p>		
<th data-bbox="113 1559 794 1615">Term</th>	Term		
<p>Unless terminated earlier, from the date the Brand User receives written confirmation from us of our agreement to these terms until 11:59 pm on the subsequent 30 June; or upon termination in accordance with any term of Agreement.</p> <p>The term of this Agreement will automatically renew under the same license conditions for successive 1 year terms, unless you are otherwise advised by us in accordance with the terms of this agreement.</p>	<th data-bbox="794 1256 1477 1312">Approved Use</th> <p data-bbox="794 1312 1477 1559">Subject to the terms of this Agreement, you are authorised to use the Brand on the Approved Website, in the Approved App, and in marketing materials published in connection with promoting your use of the PPSR in your business, for the purpose of providing PPSR data to your users.</p> <th data-bbox="794 1827 1477 1883">Approved Website</th>	Approved Use	Approved Website
	<th data-bbox="794 1827 1477 1883">Approved App</th>	Approved App	

# TERMS AND CONDITIONS

## 1. Definitions and interpretation

In this Agreement:

- (a) **Agreement** means this trade mark licence agreement as amended from time to time
- (b) **Brand Guidelines** means the current version of the "Powered by PPSR' Brand Use Guidelines" published on the PPSR Website.
- (c) **PPSR** means the Personal Property Securities Register established under section 147 of the *Personal Property Securities Act 2009* (Cth).

Other terms used in this Agreement have the meaning given on page 1 of this Agreement.

In the interpretation of this Agreement:

- (d) a reference to 'includes' or 'including' is to be construed without limitation; and
- (e) the singular includes the plural and vice versa.

## 2. Licence

We grant you a non-exclusive, non-transferrable, royalty-free, revocable licence (**Licence**) to undertake the Approved Use for the Term. We may, in our absolute discretion, revoke the Licence at any time by notifying you in writing.

You acknowledge and agree that:

- (a) you have no right to or title in the Licensed Mark except the right to use it in the form of the Brand, as provided in these Terms and Conditions;
- (b) all use by you of the Brand inures to us as the owner of the Licensed Mark;
- (c) the Licensed Mark and any other intellectual property rights belonging to us are our exclusive property; and
- (d) all goodwill arising from use of the Licensed Mark in the form of the Brand belongs to us.

You agree that, subject to the limited use rights granted to you under the Agreement, all powers that would be conferred on authorised users by section 26 of the *Trade Marks Act 1995* (Cth) are expressly excluded.

## 3. Use of Brand

You must:

- (a) only use the Brand in accordance with this Agreement and the Brand Guidelines;
- (b) only use the Licensed Mark in the form of the Brand for Approved Uses;
- (c) only use the Licensed Mark in conjunction with the words "Powered By" in the form expressly set out in the Brand Guidelines;
- (d) not otherwise add, remove or alter any words to the Brand;
- (e) not do anything to compromise our rights in and to the Licensed Mark or the Brand including using or registering trademarks, names or designs which are substantially identical or confusingly or deceptively similar to the Brand, or challenging or objecting to our rights;
- (f) this agreement does not extend beyond permitting use of the Brand as defined in this agreement. For clarity this agreement does not licence the user to extend their usage of the Licenced Mark other than as prescribed in this agreement.
- (g) not, by any act or omission, use the Licensed Mark or the Brand in any manner which may:
  - (i) reflect adversely on the Licensed Mark or the Brand or us or our operations, the PPSR, the Registrar of Personal Property Securities, or the Commonwealth government;
  - (ii) bring the Licensed Mark or the Brand or us or our business into disrepute;

- (iii) deceive or cause confusion in trade, including by representing that you are our agent, partner, or associated with or approved by us, other than as an approved user of the Licensed Mark in the form of the Brand, or that your products are approved by us in any way;
- (iv) prejudice the exclusiveness or distinctiveness of the Brand; or
- (v) reduce the goodwill in or value of the Brand; and
- (h) comply with all applicable laws.

You must not assign or deal with your right to use the Brand or any other right under the Agreement without our prior written consent which we may withhold in our absolute discretion. Any attempt in any way to license, sub-license, encumber, mortgage or grant rights to use the Brand or any other right under the Agreement to any person without our consent will be void.

At our request, you must provide us, at no cost and with no obligation to return, samples of your use of the Brand so that we can verify your compliance with these Terms and Conditions.

## 4. Indemnity

You agree to indemnify us against any direct, indirect or consequential losses, costs and expenses arising out of or relating to any claims, demands or actions which may be brought against us or incurred by us as a direct or indirect result of your breach of this Agreement or the Brand Guidelines, whether the breach is caused by you or your employees, contractors or agents.

## 5. Termination

Without otherwise limiting our rights, we may terminate the Agreement immediately if:

- (a) you breach a provision of the Agreement;
- (b) you breach a provision of our terms and conditions described in full at [www.ppsr.gov.au](http://www.ppsr.gov.au) including as applicable:
  - I. the General conditions of Use;
  - II. the PPSR Account Customers Terms of Use Terms and Conditions;
  - III. the B2G channel terms of use
- (c) you cease to be a B2G account user for any reason including if we decide to remove your access to the account;
- (d) you become insolvent or bankrupt; or
- (e) we consider that your use of the Brand is likely to cause material damage to our reputation or goodwill or is likely to breach any law.

Without otherwise limiting any rights contained in this Agreement, either party may terminate the Agreement at any time without cause by providing the other party with 7 days' written notice.

Immediately on revocation of the Licence or termination of the Agreement by either party, you must cease using the Brand, and promptly provide to the Licensor evidence to verify that the Brand is no longer in use.

Clauses 2(a), 2(c), 3(e), 3(f), 3(g) and 5 survive termination of this Agreement.

## 6. Infringement by third party

If you become aware of any third party's unauthorised use of, or attempt to register, the Licensed Mark, Brand or any substantially identical or confusingly or deceptively similar mark, you must immediately notify us.

## 7. Variation

We may change these Terms and Conditions at any time by providing written notice of that change to you.

We may change the Brand Guidelines at any time by notifying you that the Brand Guidelines have been amended. You must ensure that you comply with any amended Brand Guidelines within 60 days of such notice, or any shorter period as specified in such notice.

You may request, and in our absolute discretion we may approve, a use by you other than an Approved Use. Where we provide such approval in writing, that use will be taken to be an Approved Use for the purpose of these Terms and Conditions.

## 8. General

The Agreement does not create a partnership, agency, fiduciary or any other relationship except the relationship of contracting parties, between us. You have no authority to bind us or act on our behalf at any time.

The Agreement is governed by the laws of Australian Capital Territory, Australia. The parties submit to the jurisdiction of the courts of Australian Capital Territory and the Commonwealth of Australia.

The Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

Any notice to you specified in this Agreement may be made by email to the email contact specified by you from time to time. It is your responsibility to ensure that your contact email address is up to date.

By completing the above form and submitting the completed form to [enquiries@ppsr.gov.au](mailto:enquiries@ppsr.gov.au):

- agree to be bound by the Terms and Conditions set out above; and
- represent, warrant and undertake that entry into this agreement has been duly authorised by all necessary corporate action, and that this Agreement constitutes a valid and binding obligation enforceable against you in accordance with its terms.

## Acceptance Page

The parties described in the Agreement hereby agree to be bound by its terms

Licensor		
Signed for and on behalf of	The Australian Financial Security Authority ABN 63 384 330 717	
Date		
By its duly authorised officer	Full Name	
	Position Held	
Signature		

Brand User		
Signed for and on behalf of		
Date		
By its duly authorised officer	Full Name	
	Position Held	
Signature		