



# Australian Made Campaign

## LICENSEE UNDERTAKING (WARRANTY AND INDEMNITY)

<b>Date</b> (Insert date signed)  / /	<b>To:</b> <b>Australian Made Campaign Limited</b> (ACN 086 641 527) of Suite 105, 161 Park Street, South Melbourne, Victoria <b>(Licensor)</b>
<b>From</b> (Licensee registered company name)	

<b>ABN / ACN</b>	
<b>Address</b>	<b>State</b>
	<b>Postcode</b>
<b>(Licensee)</b>	

### BACKGROUND

- a. Under a Deed of Assignment dated 5 July 2002 (amended by a Deed of Variation dated 20 December 2016), the Commonwealth of Australia assigned to the Licensor ownership of a certification trade mark details of which are set out in Part 1 of the Schedule.
- b. The manner in which the Licensor is entitled to use this trade mark and the logo representations details of which are set out in Part 2 of the Schedule is governed by the rules contained in the "Australian Made, Australian Grown Logo Code of Practice" and by the Management Deed between the Commonwealth and the Licensor as amended from time to time.
- c. The Licensor is entitled to authorise specified persons to use the trade mark and the logo representations in accordance with the Code of Practice and may authorise the Licensee to engage in such use.
- d. Pursuant to Part III of the Code of Practice, the Licensee now provides the Licensor and the Commonwealth with the following warranty and indemnity.

### AGREED TERMS

#### 1. Definitions

**"Code of Practice"** means the Australian Made, Australian Grown Logo Code of Practice incorporating the rules and conditions governing the use of the Logo and the Trade Marks by both the Licensor and the Licensee;

**"Logo"** is the Australian Made, Australian Grown logo represented in Australian registered trade mark number 451318, details of which are set out in Part 1 of the Schedule;

**"Logo Representations"** means the logo representations, details of which are set out in Part 2 of the Schedule;

**"Products"** means goods registered with the Licensor under the Code of Practice as being approved to bear the Trade Marks; and

**"Trade Marks"** means:

- i. the Logo;
- ii. Australian registered trade mark number 451318, details of which are set out in Part 1 of the Schedule;
- iii. the Logo Representations, details of which are set out in Part 2 of the Schedule; and
- iv. such other registered or unregistered trade marks which the Licensor notifies in writing to the Licensee from time to time.

## 2. Warranty and indemnity

### 2.1 Warranty by the Licensee

In consideration of being authorised to use the Trade Marks by the Licensor and in accordance with Part III of the Code of Practice, the Licensee warrants that:

- a. the Licensee agrees to be bound by the rules and conditions outlined in the Code of Practice;
- b. the Licensee will ensure that the Products at all times comply with the rules and conditions for the use of the Trade Marks as detailed in the Code of Practice and, in particular, that each of the Products meets the relevant criteria set out in the Code of Practice for use of the Logo with the origin claim to be made in respect of the Product;
- c. the Licensee will maintain documentary records sufficient to demonstrate the compliance of the Products with the relevant criteria set out in the Code of Practice;
- d. the Licensee will cooperate fully with the Licensor or its representatives if required to submit to a compliance audit or investigation in respect of its use of the Logo;
- e. all material published by the Licensee on the AMCL website is true and correct, complies with the law and does not infringe the rights of any third party;
- f. any sales information provided to the Licensor as the basis for calculation of any licence fee payable under the Code of Practice will be an accurate statement of actual sales or an honest projection of estimated sales of the Products, as the case may be; and
- g. the person signing this warranty and indemnity is authorised to do so on behalf of the Licensee.

### 2.2 Indemnity by the Licensee

- a. The Licensee must indemnify and keep indemnified the Licensor and the Commonwealth against any claims made by any third person in connection with the Licensee's use of the Trade Marks.
- b. The Licensee will also indemnify the Licensor and the Commonwealth against all losses, costs, demands, expenses and liabilities whatsoever arising out of or referable to any circumstances which would not have arisen but for a breach of the warranties given in clause 2.1.

### 2.3 Continuing Obligation


The indemnity stated in clause 2.2 is a continuing obligation separate and independent from the Licensee's obligations under Code of Practice and survives the term of any authorisation to use the Trade Marks granted to the Licensee pursuant to the Code of Practice. It is not necessary for the Licensor to incur any expense or make payment before enforcing such indemnity.

## 3. Governing Law

This warranty and indemnity will be construed in accordance with and be governed by the laws of the State of Victoria and the parties hereby submit to the jurisdiction of the Courts of the State of Victoria including the Federal Court of Australia.

# SCHEDULE

## PART 1. LOGO

Registered Trade Mark Number	Description	Classes	Status
451318	The image: 	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34	Registered

## PART 2. LOGO REPRESENTATIONS

<p>A.</p> 	<p>B.</p> 	<p>C.</p> 
<p>D.</p> 	<p>E.</p> 	<p>F.</p> 

# EXECUTION

## SIGNED FOR AND ON BEHALF OF

**Name of Licensee** (usually registered company name)

**Name of authorised signatory** (please print)

**Position**

**Signature**

## IN THE PRESENCE OF WITNESS

**Name** (any adult may witness)

**Signature of witness**