



Dated

Licence Agreement

Australian Wool Exchange Limited (ACN 061 495 565)

Insert name of Supply Chain Partner

## Table of contents

1. Definitions and interpretation .....	2
2. Partnership .....	4
3. Licences .....	4
4. Non-exclusive licence .....	5
5. No sub-licensing .....	5
6. Term and commencement.....	5
7. Title.....	5
8. Indemnity .....	6
9. Infringement.....	6
10. Claims by Third Parties .....	7
11. Termination.....	7
12. Effect of Termination .....	8
13. Confidentiality .....	8
14. Notices.....	9
15. General .....	10
Schedule 1 .....	12
Execution page.....	13

This licence agreement is dated: [INSERT DATE]

Parties

**AWEX**

Australian Wool Exchange Limited (ACN 061 495 565)  
of 12A/2 Eden Park Drive, Macquarie Park NSW 2113

**Partner**

[INSERT NAME OF PARTNER]  
of [INSERT ADDRESS]

**Introduction:**

- A** AWEX is the owner and operator of the SustainaWOOL Integrity Scheme (**SWIS**) which provides benchmark sustainability standards for the wool production system in Australia and provides integrity and traceability along the pipeline to consumers.
- B** AWEX owns and holds the exclusive rights to the SWIS Logos in Australia.
- C** The Partner is a current SustainaWOOL Partner.
- D** In consideration for AWEX granting the Licence to the Partner, the Partner agrees to grant AWEX the Partner Licence.
- E** AWEX agrees to grant the Partner the Licence, and the Partner agrees to grant AWEX the Partner Licence, in accordance with the terms of this agreement.

**It is agreed:**

**1. Definitions and interpretation**

**1.1 Definitions**

In this agreement the following definitions apply:

**Address for Service** means the address of each party appearing in clause 14.2 or any new address notified by either party to the other party in writing as its new address for service;

**AWEX Rules** means the Code of Conduct and Rules published by AWEX and any variation to such document, available [here](#);

**Business Day** means any day that is not a Saturday, Sunday, gazetted public holiday or bank holiday in Sydney, New South Wales and concludes at 5.00 p.m. on that day;

**Commencement Date** means the date that this agreement is executed by the parties;

**Confidential Information** means the terms of this agreement and all confidential information, material and technology disclosed or provided in any form by any party to any other party in connection with the subject matter of this agreement;

**Fees** means all fees charged by AWEX in connection with the SWIS, including annual fees for members and certification fees for the generation of individual SustainaWOOL Certificates of Verification;

**Licence** has the meaning set out in clause 3.1;

**Partner Licence** has the meaning set out in clause 3.2;

**Purpose** means the promotion or advancement of the SWIS;

**SustainaWOOL Certificates of Verification** or **Certificates** means those uniquely numbered reports issued by AWEX to Supply Chain Partners (**SCPs**) confirming that specific consignments of wool product (greasy wool, top, yarns, fabric) has been sourced from SWIS members in compliance with the applicable SWIS Standard and Content Claim Standard;

**SustainaWOOL Partner** means a registered business entity operating in the post-farmgate in the wool supply chain who meets those requirements of Supply Chain Partnership (**SCP**) in SWIS;

**SustainaWOOL Rules** means the current version of the SWIS Grower Standard and SustainaWOOL Content Claim Standard, the Terms and Conditions and any other obligations communicated to you by AWEX which purport to form part of the SustainaWOOL Rules;

**SWIS Logos** means the trademark detailed in Schedule 1 and such other logos as are used by AWEX from time to time in connection with the SWIS which are agreed in writing by the parties;

**Term** has the meaning set out in clause 6;

**Terms and Conditions** mean the SWIS Terms and Conditions, available [here](#); and

**Territory** means Australia and such other locations in which the Partner operates.

## 1.2 Interpretation

In this agreement unless the context clearly indicates otherwise:

- (a) a reference to **this agreement** or another document means this agreement or that other document and any document which varies, supplements, replaces, assigns or novates this agreement or that other document;
- (b) a reference to **legislation** or a **legislative provision** includes any statutory modification, or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;
- (c) a reference to a **body** or **authority** which ceases to exist is a reference to either a body or authority that the parties agree to substitute for the named body or authority or, failing agreement, to a body or authority having substantially the same objects as the named body or authority;
- (d) a reference to the **introduction**, a **clause**, **schedule** or **annexure** is a reference to the introduction, a clause, a schedule or an annexure to or of this agreement;
- (e) **clause headings** and the **table of contents** are inserted for convenience only and do not form part of this agreement;
- (f) the **introduction**, **schedules** (if any) and **annexures** (if any) form part of this agreement;
- (g) the **introduction** accurately sets out the circumstances in which the parties have entered into this agreement;

- (h) a reference to a **person** includes a natural person, corporation, statutory corporation, partnership, the Crown or any other organisation or legal entity;
- (i) a reference to a **natural person** includes their personal representatives, successors and permitted assigns;
- (j) a reference to a **party** is a reference to any party to this agreement and parties has the corresponding meaning;
- (k) a reference to a **corporation** includes its successors and permitted assigns;
- (l) **control, related, related body corporate, related entity** or **subsidiary** in respect of a corporation has the same meaning given to those terms in the Corporations Act;
- (m) an **obligation** or **warranty** on the part of 2 or more persons binds them jointly and severally and an obligation or warranty in favour of 2 or more persons benefits them jointly and severally;
- (n) **including** and **includes** are not words of limitation;
- (o) a reference to a time is to that time in New South Wales;
- (p) a word that is derived from a defined word has a corresponding meaning;
- (q) monetary amounts are expressed in Australian dollars;
- (r) the singular includes the plural and vice-versa;
- (s) words importing one gender include all other genders; and
- (t) neither this agreement nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting.

## 2. Partnership

2.1 The grant of the Licence to the Partner is conditional on:

- (a) the Partner obtaining and maintaining partnership status as a SustainaWOOL Partner; and
- (b) the Partner complying with the SustainaWOOL Rules and the terms of this agreement.

## 3. Licences

3.1 In partial consideration for the Partner becoming and remaining a SustainaWOOL Partner (including the payment of any relevant Fees), AWEX grants to the Partner a non-exclusive, revocable, non-transferable, limited licence to use the SWIS Logos for the Purpose, in the Territory and during the Term, in accordance with the terms of this agreement (**Licence**).

3.2 In partial consideration for AWEX granting the Licence to the Partner, the Partner agrees to grant to AWEX a limited, non-exclusive, royalty-free licence to use the Partner's logo and trademarks (**Partner Logos**) solely to promote the Partner's involvement in the SWIS (**Partner Licence**).

3.3 Notwithstanding clause 3.1, the Licence will only continue if:

- (a) the Partner complies with the SustainaWOOL Rules and AWEX Rules (as applicable to the Partner); and

(b) the Partner seeks to promote or advance the SWIS.

3.4 The Partner acknowledges that it will only use the SWIS Logos for the Purpose or as otherwise agreed in writing by AWEX.

#### **4. Non-exclusive licence**

The Partner acknowledges that the rights granted to the Partner in clause 3.1 are non-exclusive and that AWEX may permit any other person to use the SWIS Logos licensed to the Partner under this agreement.

#### **5. No sub-licensing**

The Partner must not sub-license any of its rights to use the SWIS Logos under this agreement.

#### **6. Term and commencement**

6.1 This agreement commences on the Commencement Date and will remain in force until it is terminated by mutual written agreement of the parties or in accordance with clause 11.

#### **7. Title**

7.1 All rights, title and interests in and to:

(a) the SWIS Logos remains vested in AWEX and this agreement does not convey any such rights, title or interests to the Partner; and

(b) the Partner Logos remains vested in the Partner and this agreement does not convey any such rights, title or interests to AWEX.

7.2 The Partner acknowledges AWEX's title to the SWIS Logos and undertakes not to assist, be involved in, or procure directly or indirectly any action which would or might invalidate or put in dispute AWEX's title or status as proprietor of the SWIS Logos.

7.3 Subject to clause 7.4, any and all goodwill which accrues from and relates to the use of:

(a) any of the SWIS Logos by the Partner will accrue for the benefit of AWEX; or

(b) any of the Partner Logos by AWEX will accrue for the benefit of the Partner.

7.4 The parties acknowledge that:

(a) the SWIS Logos may be used by the Partner, and the Partner Logos may be used by AWEX, in conjunction with their business operations for the duration of the Term; and

(b) the reference to goodwill in clause 7.3 does not refer to any business operational goodwill which will accrue for the benefit of a party or which relates to the party's intellectual property.

7.5 The Partner must use its best endeavours to preserve the value of the SWIS Logos and in particular must:

(a) endeavour to promote and retain the goodwill relating to the SWIS Logos;

(b) not:

- (i) do or permit, or suffer to be done, or omit to do anything in relation to the SWIS which would bring the SWIS or AWEX into disrepute or ridicule; or
  - (ii) display the SWIS Logos in any manner that is unlawful, defamatory, improper or untrue;
- (c) refrain from using the SWIS Logos in any manner which may prejudice or be likely to prejudice AWEX's right, title and interest to and in the SWIS Logos;
  - (d) assist AWEX as may be necessary or appropriate in AWEX's opinion to maintain and protect the SWIS Logos; and
  - (e) refrain from using any other intellectual property, business names or domain names that are substantially identical or deceptively similar to or so nearly resembles any of the SWIS Logos as to be likely to cause deception or confusion among the public. This clause 7.5(e) does not apply to any intellectual property, business names or domain names owned by the Partner as at the date of this agreement or any intellectual property, business names or domain names acquired by or licensed to the Partner at any time by a third party who has the legitimate proprietary rights to such intellectual property, business names or domain names.

## 8. Indemnity

The Partner indemnifies AWEX against all liability, costs (including legal costs on a full indemnity basis), expenses, loss and damage (**Liability**) suffered or incurred (or agreed to be paid by way of settlement or compromise) by it as a result of:

- (a) the Partner's use of the SWIS Logos;
- (b) any breach by the Partner of this agreement;
- (c) any claim against AWEX arising out of or in connection with the use of the SWIS Logos by the Partner; or
- (d) any claim against AWEX arising out of or in connection with AWEX's use of the Partner's logos and trade marks under the Partner Licence,

except to the extent that the Liability results from a defect in AWEX's title to the SWIS Logos or AWEX's right to grant the Licence pursuant to this agreement.

## 9. Infringement

- 9.1 If the Partner learns of any infringement or suspected infringement of the SWIS Logos, the Partner must immediately notify AWEX in writing and give particulars of the infringement or suspected infringement.
- 9.2 AWEX may, at its absolute and unfettered discretion, institute and prosecute such action or actions as it sees fit in relation to such infringement or suspected infringement.
- 9.3 The proceeds from any judgment or settlement made by AWEX in any action brought by it under clause 9.2, if any, will be used to reimburse the Partner for all reasonable expenses incurred by the Partner in assisting AWEX in prosecuting such action (**Claim Expenses**) and the remainder of such proceeds will be the sole and absolute property of AWEX. For the avoidance of doubt:
  - (a) the Partner is only entitled to be reimbursed for the Claim Expenses to the extent that the proceeds are sufficient to cover the Claim Expenses; and

- (b) AWEX is not required to reimburse the Partner for the Claim Expenses if there are no proceeds from the relevant judgement or settlement.

9.4 The Partner and AWEX must, at the expense of AWEX, each execute all documents and do all things reasonably necessary to aid and cooperate in the prosecution of any such action brought by the other party under this clause.

## **10. Claims by Third Parties**

10.1 If a claim is made or threatened, whether by legal proceedings or otherwise, against AWEX or the Partner by a third party in relation to proprietary rights of the third party to or in any of the SWIS Logos or Partner Logos, AWEX and the Partner will act in good faith to defend or resolve such claim to the satisfaction of both of them.

## **11. Termination**

11.1 AWEX may, by notice in writing, terminate this agreement with immediate effect in any of the following circumstances:

- (a) if the Partner commits a material breach of this agreement and the breach is not capable of remedy;
- (b) if the Partner commits a material breach of this agreement and, if the breach is capable of being remedied, fails to remedy the breach within 14 days of receiving written notice from AWEX to do so;
- (c) if the Partner is insolvent or is the subject of any other form of insolvency administration;
- (d) if the Partner has criminal proceedings brought against them;
- (e) if the Partner is no longer compliant with the SustainaWOOL Rules or AWEX Rules as applicable to them;
- (f) in the reasonable opinion of AWEX, if the Partner brings AWEX or the SWIS into disrepute, or injures or is threatening to injure AWEX's reputation, AWEX's business relationships, or the goodwill in the SWIS Logos; or
- (g) if the Partner develops a negative reputation in the market and this is not resolved to the satisfaction of AWEX, acting reasonably.

11.2 AWEX may, by notice in writing, terminate this agreement on 20 Business Days' notice if the SWIS is terminated, suspended, varied, restructured or otherwise modified.

11.3 The Partner may, by notice in writing, terminate this agreement with immediate effect in any of the following circumstances:

- (a) if AWEX commits a material breach of this agreement and the breach is not capable of remedy;
- (b) if AWEX commits a material breach of this agreement and, if the breach is capable of being remedied, fails to remedy the breach within 14 days of receiving written notice from the Partner to do so; or
- (c) if AWEX is insolvent or is the subject of any other form of insolvency administration.



11.4 Any termination of this Agreement pursuant to this clause shall be without prejudice to any rights accruing to either party under this agreement prior to the date of such termination, including the right to peruse all remedies available to either party at law or in equity.

## 12. Effect of Termination

12.1 On termination of this agreement, the Licence will expire and the Partner must:

- (a) cease its use of the SWIS Logos and any imitation of the SWIS Logos that would constitute an infringement of the SWIS Logos;
- (b) promptly, and in any event with 21 calendar days, remove the SWIS Logos from its trade name, corporate name, signage, promotional materials, brochures and any and all other documents and items using the SWIS Logos;
- (c) promptly, and in any event within 21 calendar days, delete and destroy all copies of materials in its possession or under its control that use or incorporate the SWIS Logos; and
- (d) do all such further things as may be reasonably required by AWEX to protect its right, title and interest to and in the SWIS Logos.

12.2 On termination of this agreement, the Partner Licence will expire and AWEX must promptly cease its use of any Partner Logos which had been licensed to AWEX under clause 3.2.

## 13. Confidentiality

13.1 Each party must:

- (a) keep all the other party's Confidential Information strictly confidential and not disclose it to any third party without the other party's prior written consent;
- (b) not copy or make the other party's Confidential Information available to any person, other than its personnel or subcontractors who need to know and who have been expressly directed to and have agreed to keep that information confidential; and
- (c) only use the other party's Confidential Information for the purposes of performing its obligations under this agreement.

13.2 Notwithstanding clause 13.1, either party may disclose Confidential Information if and to the extent that:

- (a) such disclosure is required by laws;
- (b) such disclosure is required to give effect to the purpose of this agreement;
- (c) the Confidential Information is generally available in the public domain except where that is a result of a disclosure in breach of this agreement;
- (d) the Confidential Information has been properly and legally obtained by the disclosing party other than pursuant to this agreement; or
- (e) the disclosing party can prove that it knew the Confidential Information before it was disclosed to it by the other party.

## 14. Notices

### 14.1 Notices

Any notice, demand, consent, approval, request or other communication given under this agreement (**Notice**) must be in writing, unless this agreement provides otherwise.

### 14.2 Address for service

The Address for Service of each party is:

#### **AWEX**

Name: Australian Wool Exchange Limited (ACN 061 495 565)

Address: 12A/2 Eden Park Drive, Macquarie Park NSW 2113

Email: [insert]

Attention: [insert]

#### **Partner**

Name: [insert]

Address: [insert]

Email: [insert]

Attention: [insert]

### 14.3 Service of Notices

- (a) Any Notice must be given to the recipient at its Address for Service by being:
- (i) hand delivered;
  - (ii) sent by email;
  - (iii) sent by prepaid mail within Australia; or
  - (iv) sent by prepaid Express Post International airmail to the Address for Service of the recipient party, if the Address for Services of the sender and the recipient are in different countries.
- (b) A Notice is given if:
- (i) hand delivered, on the date of delivery;
  - (ii) sent by email, on the day and at the time that the recipient confirms the email is received;
  - (iii) sent by prepaid ordinary mail within Australia, on the date that is 2 Business Days after the date of posting; or
  - (iv) sent by prepaid Express Post International airmail between countries, on the date that is 10 Business Days after the date of posting.

## **15. General**

### **15.1 Entire agreement**

This agreement, in conjunction with the AWEX Rules and the SustainaWOOL Rules, constitutes the entire agreement between the parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the parties, whether orally or in writing.

### **15.2 Variation**

This agreement must not be varied except by a later written document executed by all parties.

### **15.3 Waivers**

A right created by this agreement cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

### **15.4 Good faith**

Each party must act in good faith towards all other parties and use its best endeavours to comply with the spirit and intention of this agreement.

### **15.5 Law**

Each party must at all times comply with all applicable laws, statutes, regulations and codes.

### **15.6 Governing law and jurisdiction**

- (a) The laws applicable in New South Wales govern this agreement.
- (b) The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

### **15.7 Further assurances**

Each party must promptly execute all documents and do everything necessary or desirable to give full effect to the arrangements contained in this agreement.

### **15.8 Assignment**

The Partner may not assign, novate, or otherwise deal with this agreement or any right under it without the prior written consent of AWEX, which must not be unreasonably withheld.

### **15.9 Severance**

If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this agreement without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

### **15.10 Costs and expenses**

Each party must pay its own legal and other costs and expenses associated with this agreement.

### 15.11 Counterparts

- (a) This agreement may be executed in a number of counterparts and if so, execution is as binding on the parties as if each party had signed each counterpart. The parties agree that this agreement can be signed electronically.
- (b) A party who has executed a counterpart of this agreement may deliver that counterpart to the other party by posting it, by hand delivery or by forwarding a copy of the executed counterpart to it in portable document format (PDF) attached to an email or in any other format that the parties agree on in writing.

### 15.12 Binding agreement

Each of the party's covenants and warrants with and to the other that it is duly authorised and empowered to enter into this agreement and to bind itself to the provisions of this agreement.

### 15.13 Preservation of existing rights

The expiration or termination of this agreement does not affect any right that has accrued to a party before the expiration or termination date.

### 15.14 No merger

Any right or obligation of any party that is expressed to operate or have effect on or after the completion, expiration or termination of this agreement for any reason, will not merge on the occurrence of that event but will remain in full force and effect.

### 15.15 Relationship of parties


Unless otherwise stated:

- (a) nothing in this agreement creates a joint venture, partnership, or the relationship of principal and agent, or employee and employer between the parties; and
- (b) no party has the authority to bind any other party by any representation, declaration or admission, or to make any contract or commitment on behalf of any other party or to pledge any other party's credit.

### 15.16 Time for doing acts

- (a) If:
  - (i) the time for doing any act or thing required to be done; or
  - (ii) a notice period specified in this agreement,expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.
- (b) If any act or thing required to be done is done after 5 pm on the specified day, it is taken to have been done on the following Business Day.

## Schedule 1

Logo	 <p>The logo features the word "Sustaina" in green, followed by "Wool" in black where the 'O' is a circular arrow. To the right is a "TM" symbol. Below this, the words "INTEGRITY SCHEME" are written in black, all-caps.</p>
Trademark registrations	<p>Australia: 1683998 (Classes 22, 42), and 2159212 (Classes 35, 42)</p> <p>China: IR 1593148 (Classes 35, 42)</p> <p>European Union: IR 1593148 (Classes 35, 42)</p> <p>Madrid Protocol: IR 1593148 (Classes 35, 42)</p> <p>United Kingdom: IR 1593148 (Classes 35,42)</p> <p>Japan: IR 1593148 (tba)</p>

**Execution page**

**Executed** as an agreement

Executed for and on behalf of Australian Wool Exchange Limited (ACN 061 495 565) by its authorised representative, who hereby declares that they have been duly authorised to do so, in the presence of:

.....  
Signature of witness

.....  
Signature of authorised representative

.....  
Print Name

.....  
Print Name of authorised representative

**Executed** for and on behalf of [insert name of partner] by their authorised representative, who hereby declares that they have been duly authorised to do so, in the presence of:

.....  
Signature of witness

.....  
Signature of authorised representative

.....  
Print Name

.....  
Print Name of authorised representative