

Reconciliation Australia Licensing Agreement

Reconciliation Australia and Reconciliation Action Plan logos are trademarked through IP Australia.

By registering online to develop a RAP, you agree to abide by Reconciliation Australia's Licensing Agreement.

Organisations that do not complete Reconciliation Australia's review and endorsement process are not permitted to use or adapt the template resources for their own use and should not use the words 'Reconciliation Action Plan', 'RAP', or the RAP logos on websites or documents.

Licence to use Reconciliation Australia's Licensed Material

The parties agree:

1 Grant of licence

1.1 Scope of licence

Reconciliation Australia Limited (ABN769) (**Reconciliation Australia**) hereby grants the organisation registered in the RAP Development Process (**Licensee**) a non-exclusive, non-transferrable, non-sublicensable licence to use the templates and resources supplied by Reconciliation Australia (**Licensed Material**) during the Term, subject to the terms of this Agreement (**Licence**).

1.2 Preservation of Reconciliation Australia's rights in the Licensed Material

The Licensee acknowledges and agrees that:

- (a) Reconciliation Australia is the owner of, or is licensed to use the Licensed Material, including any copyright in the Licensed Material;
- (b) the Licensee must not in any way represent that it is the owner of, or has any interest in the Licensed Material other than the rights granted under this Licence; and
- (c) nothing in this Licence is intended to impact, abrogate or alter in any way Reconciliation Australia's rights in the Licensed Material, including with respect to any copyright contained in same.

1.3 Permitted Use

The Licensee agrees to only use the Licensed Material:

- (a) internally for the purpose of drafting and developing the Licensee's RAP as part of the 'Draft RAP' and 'RAP review and development process' in the RAP Development Process; and
- (b) in accordance with the terms of the Licence and Reconciliation Australia's directions from time to time.

1.4 Excluded Uses

The Licensee agrees not to:

- (a) amend, modify, translate, adapt, alter or distort the Licensed Material other than as permitted by Reconciliation Australia;
- (b) reproduce, make copies of or share the Licensed Materials with any third parties for any purpose, or otherwise enter into any agreement or arrangement in respect of the Licensed Material without the prior written approval of Reconciliation Australia;
- (c) purport (whether expressly or impliedly) that Reconciliation Australia endorses any RAP which has not been endorsed by Reconciliation Australia under the RAP Development Process;
- (d) do any act or omission that would bring the Licensed Material or Reconciliation Australia into disrepute or damage the goodwill or reputation of Reconciliation Australia;
- (e) use the Licensed Material in any manner that is likely to mislead, deceive or cause confusion; and
- (f) use the Licensed Material in any manner which represents (whether expressly or impliedly) that there is an affiliation between the Licensee and Reconciliation Australia after the Term.

2 Moral rights and copyright notice

(a) The Licensee must:

- (1) not remove any attribution to a copyright author that has been included in the Licensed Materials;
- (2) not include any other attributions unless requested by Reconciliation Australia; and
- (3) not use the Licensed Materials in any way which would be derogatory treatment.

(b) The Licensee agrees not to remove the copyright notice Reconciliation Australia has included on the Licensed Material.

3 Reporting

The Licensee must promptly inform Reconciliation Australia if the Licensee becomes aware of any breach of this Licence or any third party infringement of the copyright in the Licensed Materials.

4 Term and termination

4.1 Term

This agreement commences on the date the Licensee is registered in the RAP Development Process and continues for a period of one year, unless terminated earlier in accordance with this Licence (Term).

4.2 Termination

(a) This Licence terminates automatically on written notice from Reconciliation Australia to the Licensee informing the Licensee that it has completed the 'Draft RAP' and 'RAP review and development process' in the RAP Development Process.

(b) Reconciliation Australia may terminate this Licence by giving the Licensee 14 Business Days' notice if:

(1) the Licensee breaches this Licence and fails to remedy such breach within 10 Business Days after receiving notice of the breach by Reconciliation Australia; or

(2) the licensing of the Licensed Material in the manner set out in this Licence becomes in any way prejudicial to Reconciliation Australia's title to or rights in the Licensed Material.

5 Consequences of termination or expiry

5.1 Licensee's obligations

Immediately on termination or expiry of the Licence, the Licensee's rights to use the Licensed Material are terminated and the Licensee must:

(a) cease using the Licensed Material; and

(b) at the election of Reconciliation Australia, forward or destroy (and where applicable erase) the Licensed Material, and all material containing the Licensed Material in the possession or control of the Licensee.

6 General

6.1 Entire agreement: This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings between the parties in connection with it.

6.2 Governing law: This Agreement is governed by the laws in force in Victoria. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of Victoria.

6.3 Counterparts: This Agreement may be executed in any number of counterparts.

6.4 Assignment: The Licensee must not assign or transfer or purport to assign or transfer this Agreement or any benefit under this Agreement to any person.

6.5 Variation: A variation to the terms of this Agreement must be in writing and signed by the parties.

6.6 Waiver: No party to this Agreement may rely on the words or conduct of the other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

7 Definitions

7.1 Business Day: a day on which banks are open for business in Melbourne, Australia, excluding a Saturday, Sunday or public holiday in that city.

7.2 RAP: means the strategic document which provides a framework for an organisation to support the national reconciliation movement, which supplements the relevant organisation's business plan.

7.3 RAP Development Process: means the process run by Reconciliation Australia to enable organisations to develop a RAP which is endorsed by Reconciliation Australia.