

AGREEMENT FOR THE USE OF THE UNIVERSITY OF ADELAIDE'S NAME & LOGO



BETWEEN: The University of Adelaide ABN 61 249 878 937 of North Tce, Adelaide SA 5005 (the *University*)

AND: The party named in Item 1 of the Schedule (the *Club*)

The University is a research university offering postgraduate and undergraduate degrees, and was established by the *University of Adelaide Act 1971* ("**the Act**"). It is an offence under the Act, carrying a penalty of up to \$20,000, to use the University's name or logo or to assume a name or description that includes the University's name or logo, except under a written agreement with the University.

The Club is a club affiliated with the University, undertaking activities of the sort described in Item 2 of the Schedule. The Club wishes to use the University's Brand for the purposes of identifying and promoting itself, and has requested the University to grant it a license to do so in compliance with the Act.

TERMS

1. The University grants the Club for the Term a non-exclusive license to reproduce the Brand on Materials. The Club must comply strictly with all of the terms of this Agreement. All Materials must comply with the University's Brand and Visual Identity Policy and Visual Identity Guidelines. In addition, the Club must submit all Materials in the nature of clothing and merchandise to the University for prior written approval. If the Club's name (as specified in Item 1 of the Schedule) includes the name of the University, the parties acknowledge that the license granted by this Agreement includes the right for the Club to be so named and to be referred to as such in its constituting documents. The Club must submit any proposed change to its name to the University for prior written approval.
2. The Club must not use the Brand in any way which in the opinion of the University might bring the University or the Brand into disrepute or diminish its integrity and must not associate the Brand with any behavior which is in the opinion of the University illegal or offensive. The Club indemnifies the University from all liability arising in respect of the Club's use of the Brand.
3. The University may terminate this Agreement if the Club is in breach of any of its terms provided the University first gives the Club 30 days' written notice within which to make good such breach. However, if the Club does anything that in the University's opinion damages or is likely to damage the reputation, image or goodwill associated with the Brand or the University then the University may immediately terminate this Agreement.
4. When this Agreement expires or if it is terminated pursuant to clause 4 the Club will no longer have any right to use the Brand and shall immediately destroy any Materials in its control which use or include the Brand and will cease to have any right to use the University's name or logo within the Club's name, description and/or constituting documents and shall immediately change its name, description and/or constituting documents to remove the University's name and/or logo.
5. All correspondence in relation to requests for approval under clause 1 must be directed to the University's Director of Marketing and Strategic Communications (Ben Grindlay). All other correspondence in relation to this Agreement must be directed to the University's Executive Office of Student Services (Michael Physick).
6. In this Agreement:
 - **Brand** means all representations that identify the University, including its names, logos, trademarks, slogans, business names and domain names.
 - **Material** means all material produced to advertise or promote the Club or for use in the course of its operations (such as letterhead, stationery, posters, signage, creative and advertising material, clothing, merchandise, and promotional products).
 - **Term** means the period commencing when this Agreement is signed and expiring after 12 months.
 - A reference to the opinion of the University means its opinion in its absolute discretion.

SCHEDULE

Item 1. The Club	Name: Address: YouX Clubs, Level 4, Union House, University of Adelaide, SA 5005
Item 2. Objectives and purpose of the Club	

SIGNED FOR THE UNIVERSITY

Signature: _____

Name: _____

Title: _____

Date: _____

SIGNED FOR THE CLUB

Signature: _____

Name: _____

Title: _____

Date: _____