



IP LICENCE AGREEMENT

Excite Science	Name: Excite Science Pty Ltd ABN 82 635 501 834
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This agreement (which consists of the Licence Details and the below terms and conditions) sets out the terms under which Excite Science will grant a licence to the Licensed Assets to the Licensee, in exchange for the attribution rights under this agreement.

By clicking the tick box to accept this agreement, signing up to access the Licensed Assets, or accepting or otherwise accessing the Licensed Assets, you will be taken to have accepted this agreement.

1 DEFINITIONS

Capitalised words and phrases used in these terms and conditions are defined as follows:

AR Component	means the QR code, information and instructions required to access the Artwork Component, and the animation component observed when using a smart device for the Purpose.
Artwork Component	means the artwork in the following digital illustration files, to be delivered in JPEG or PNG format via a Dropbox link: (a) 'Cell City' by creators Emma Robinson and Dr Ken Dutton-Regester (b) 'Immunokru' by creators Xan Townsend, Dr Momeneh Foroutan and Dr Alyce Mayfosh (c) 'Mutant Melanomas' [2 nd edition] by creators Ben Banjo Bonfire, Michelle Brown and Dr Ken Dutton-Regester.
Business Day	means a day (other than a Saturday, Sunday or any other day which is a public holiday) on which banks are open for general business in Queensland, Australia.
Creators	means the creators of each Artwork Component as specified in the definition of Artwork Component.
Effective Date	means the date this agreement is agreed to by the Licensee.
End Date	31 August 2022.
Intellectual Property Rights	means any and all present and future intellectual and industrial property rights throughout the world (whether registered or unregistered), including copyright, trade marks, designs, patents, moral rights, semiconductor and circuit layout rights, trade, business, company and domain names, and other proprietary rights, trade secrets, know-how, technical data, confidential information and the right to have information kept confidential, or any rights to registration of such rights (including renewal), whether created before or after the date of this agreement.
Licence	means the licence granted in clause 3.

Licensed Assets	means the Artwork Component and AR Component licensed to the Licensee in accordance with this agreement.
Licence Details	means the information set out on screen at the time of signing up to access to the Licensed Assets.
Licensee, “you”	means the person or entity which the person accepting the agreement represents (if hosting art on behalf of a business) as stated in the Licence Details signing up for access to the Licensed Assets.
Licence Period	means: <ul style="list-style-type: none"> (a) in relation to the Artwork Component, the period starting 18 July 2022 and ending 21 August 2022; and (b) in relation to the AR Component, the period starting 1 August 2022 and ending 31 August 2022.
Location	means the location(s) where the Licensed Assets will be hosted as set out in the Licence Details, provided such locations are located within Australia.
Privacy Policy	means the Licensor’s privacy policy in place from time, currently available here.
Purpose	has the meaning set out in clause 3(a).
Term	has the meaning set out in clause 2.

2 TERM

This agreement commences on the Effective Date and will continue until the earlier of:

- (a) the End Date; and
- (b) the date this agreement is terminated in accordance with its terms.

(Term)

3 INTELLECTUAL PROPERTY LICENCE

- (a) Subject to the terms of this agreement, Excite Science grants to the Licensee a non-exclusive, non-transferrable, revocable licence to use the Intellectual Property Rights in the Licensed Assets during the Licence Period for the purpose of enabling the Licensee to access, print and display the Licensed Assets at the Location (**Purpose**).
- (b) The Licensee acknowledges and agrees that:
 - (i) the Licensee must not use the Licensed Assets for any purpose other than the Purpose and indemnifies Excite Science against any loss Excite Science suffers as a result of the Licensee’s failure to comply with this clause; and
 - (ii) all Intellectual Property Rights in the Licensed Assets remain the sole property of Excite Science, and the Licensee will not acquire title or rights in the Licensed Assets under this agreement.
- (c) Nothing in this agreement gives the Licensee the right to use, reproduce, modify or commercialise the Licensed Assets in any way other than strictly in accordance with the Purpose.

4 QUALITY AND CONTROL

The Licensee must:

- (a) only use the Intellectual Property Rights in the Licensed Assets in the manner approved by Excite Science from time to time (acting reasonably);

- (b) immediately remove any use of the Licensed Assets on social media or on any other website if requested by Excite Science (acting reasonably);
- (c) not do or authorise the doing of any act, matter or thing or omit to do anything whereby the Intellectual Property Rights in the Licensed Assets may be prejudicially affected; and
- (d) ensure that all material in its care, custody or control which features the Licensed Assets is of a high quality.

5 ATTRIBUTION

- (a) In consideration for the grant of the licence, the Licensee must, at all times, attribute Excite Science and the Creators in the Licensed Assets and any publication relating to the Licensed Assets, including advertising, marketing or promotional material for the Licensed Assets or any programs involving the Licensed Assets.
- (b) Such attribution must include:
 - (i) the logo of Excite Science, to be provided by Excite Science for such use;
 - (ii) a link to Excite Science's website as confirmed by Excite Science;
 - (iii) a reference to Excite Science as the author of, and owner of the copyright in, the Licensed Assets;
 - (iv) any other reference to Excite Science in the Licensed Assets wherever appropriate as reasonably determined by Excite Science.

6 LIMITATION OF LIABILITY

- (a) All other express or implied representations and warranties are, to the maximum extent permitted by applicable law, excluded
- (b) To the maximum extent permitted by law, Excite Science limits all liability to any person for loss or damage of any kind, however arising whether in contract, tort (including negligence), statute, equity, indemnity or otherwise, arising from or relating in any way to this agreement to \$100 (AUD).
- (c) **(Indemnity)** The Licensee indemnifies Excite Science and its employees and agents in respect of all liability for loss, damage or injury which is or may be suffered by any person arising from the Licensee or the Licensee's representatives' breach of this agreement, use of the Licensed Assets or services provided by Excite Science, except to the extent that such loss, damage or injury is caused or contributed to by Excite Science.
- (d) **(Consequential loss)** Under no circumstances will either party be liable to the other for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with this agreement or any goods or services provided by Excite Science.

7 ADVICE

The Licensee acknowledges and agrees that:

- (a) any information provided by Excite Science as part of or in connection with the Licensed Assets or the License is general in nature, may not be suitable for any person's circumstances and does not constitute medical, financial, legal or any other kind of professional advice; and
- (b) it is the Licensee's responsibility to comply with applicable Laws relevant to its business, including industrial relations and privacy laws.

8 COLLECTION NOTICE

Excite Science may collect information about the Licensee during the Licence in accordance with our Privacy Policy. Our Privacy Policy contains more information about how the Excite Science will use, disclose and store the Licensee's information. The Licensee agrees to be bound by our Privacy Policy.

9 DISPUTE RESOLUTION

- (a) A party claiming that a dispute has arisen under or in connection with this agreement must not commence court proceedings arising from or relating to the dispute, other than a claim for urgent interlocutory relief, unless that party has complied with the requirements of this clause.
- (b) A party that requires resolution of a dispute which arises under or in connection with this agreement must give the other party or parties to the dispute written notice containing reasonable details of the dispute and requiring its resolution under this clause.
- (c) Once the dispute notice has been given, each party to the dispute must then use its best efforts to resolve the dispute in good faith. If the dispute is not resolved within a period of 14 days (or such other period as agreed by the parties in writing) after the date of the notice, any party to the dispute may take legal proceedings to resolve the dispute.

10 TERMINATION

10.1 TERMINATION BY THE LICENSOR FOR CAUSE

Excite Science may terminate this agreement immediately by notice to the Licensee if:

- (a) the Licensee is in breach of any term of this agreement and has failed to remedy the breach within 10 Business Days after notice by Excite Science;
- (b) the Licensee commits a material breach of this agreement including, without limitation, of clauses 3, 4 and 5;
- (c) a substantial change in its directors or in the persons who control the company occurs (legally or beneficially, and only if the Licensee is a company). The reasonable opinion of Excite Science about substantial change is conclusive; or
- (d) the Licensee becomes subject to any form of insolvency or bankruptcy administration.

10.2 TERMINATION BY THE LICENSEE FOR CAUSE

The Licensee may terminate this agreement in whole or in part by written notice to Excite Science if:

- (a) Excite Science has committed a material breach of this agreement and has failed to remedy the breach within 10 Business Days after receiving written notice from the Licensee; or
- (b) Excite Science consents to such termination, subject to the Licensee's fulfillment of any pre-conditions to such consent.

10.3 TERMINATION BY LICENSOR FOR CONVENIENCE

Either party may terminate this agreement for convenience by providing prior written notice to the other party.

10.4 EFFECT OF TERMINATION

- (a) In the event of termination, the Licensee must:
 - (i) immediately cease using the Licensed Assets; and
 - (ii) remove the Licensed Assets from all materials in the Licensee's care, custody or control that features the Licensed Assets, and, if the Licensed Assets cannot be removed, then at Excite Science's option, return or destroy all such material.
- (b) Termination of this agreement will not affect any rights accruing to either party to the date of termination nor any obligation performed to the date of termination or any obligation which expressly or impliedly survives termination of this agreement.

11 SUBLICENSING

Any sublicenses of the Licensed Assets:

- (a) must be approved by Excite Science in writing;

- (b) must be consistent with this agreement; and
- (c) will end when this agreement is terminated.

12 NOTICES

- (a) A notice or other communication to a party under this agreement must be:
 - (i) in writing and in English; and
 - (ii) delivered via email to the other party, to the email address specified in this agreement, or if no email address is specified in this agreement, then the email address most regularly used by the parties to correspond regarding the subject matter of this agreement as at the date of this agreement (Email Address). The parties may update their Email Address by notice to the other party.
- (b) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's Email Address, notice will be taken to be given:
 - (i) 24 hours after the email was sent, unless that falls on a Saturday, Sunday or a public holiday in the state or territory whose laws govern this agreement, in which case the notice will be taken to be given on the next occurring Business Day in that state or territory; or
 - (ii) when replied to by the other party,whichever is earlier.

13 GENERAL

13.1 GOVERNING LAW AND JURISDICTION

This agreement is governed by the law applying in Queensland, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of Queensland, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

13.2 BUSINESS DAYS

If the day on which any act is to be done under this agreement is a day other than a Business Day, that act must be done on or by the immediately following Business Day except where this agreement expressly specifies otherwise.

13.3 AMENDMENTS

This agreement may only be amended in accordance with a written agreement between the parties.

13.4 WAIVER

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

13.5 SEVERANCE

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

13.6 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

13.7 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

13.8 COUNTERPARTS

This agreement may be executed in any number of counterparts. Each counterpart constitutes an original of this agreement and all together constitute one agreement.

13.9 COSTS

Except as otherwise provided in this agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this agreement.

13.10 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.

13.11 INTERPRETATION

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (c) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) **(person)** a reference to “person” or “you” includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (e) **(party)** a reference to a party includes that party’s executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (f) **(this agreement)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;
- (g) **(document)** a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (h) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (i) **(includes)** the word “includes” and similar words in any form is not a word of limitation; and
- (j) **(adverse interpretation)** no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or that provision.