

**AGREEMENT FOR THE USE OF THE UNIVERSITY OF SOUTH AUSTRALIA LOGO**

**PARTIES**

1. University of South Australia ABN 37 191 313 308 of 55 North Terrace Adelaide SA 5000 (**University**).
2. The person described in Item 1 of the Schedule (**Club**).

**BACKGROUND**

1. The University is a higher education facility offering undergraduate and postgraduate degrees, established under the *University of South Australia Act 1990* (SA) (**Act**).
2. The Club is a club affiliated with the University, established for the purpose described in Item 2 of the Schedule.
3. Section 9C of the Act precludes a person from using the University’s name or official insignia without prior written consent from the University.
4. The University grants such consent to Club on the terms and conditions set out in this agreement.

**TERMS**

1. In this agreement:

**Brand** means the brand set out in Item 3 of the Schedule.

**Club Representative** means the person named in Item 6 of the Schedule (or any replacement person notified by the Club to the University from time to time).

**Guide** means the Branding and Style Guide, June 2012 (or any replacement guide notified by the University to the Club from time to time).

**Materials** means any and all materials used to advertise, promote or identify the Club, including but not limited to webpages, stationery, signage, advertising material, promotional material, posters and clothing.

**Special Conditions** means the additional conditions (if any) on the use of the Brand set out in Item 5 of the Schedule.

**Term** means the term set out in Item 4 of the Schedule.

**University Representative** means the person named in Item 6 of the Schedule (or any replacement person notified by the University to the Club from time to time).

1. The University grants to the Club a non-exclusive licence to use the name [“University of South Australia” AND/OR “UniSA”] in its name and to be referred to as such in its constitution documents.
2. Subject to clause 4, the University grants the Club for the Term a non-exclusive licence to reproduce the Brand on Materials.
3. The Club must:
   1. only use the Brand in accordance with the Guide;
   2. submit all Materials in the nature of clothing and merchandise to the University Representative for prior written approval;
   3. not use the Brand in any way which is offensive or will or may bring the University or its Brand into disrepute, in the reasonable opinion of the University; and
   4. comply with any Special Conditions.
4. The Club must not change its name without the prior written approval of the University.
5. The Club indemnifies the University from all liability arising in respect of the Club’s use of the Brand.
6. The University may terminate this agreement immediately on written notice if the Club breaches any term of this agreement.
7. Upon termination, the Club may no longer use the Brand and must immediately:
   1. remove all uses of the brand on its website;
   2. destroy all hard copies (including merchandise) featuring the Brand;
   3. change its name and constituting documents to remove all references to the University.
8. A notice, consent or other communication under this agreement (**Notice**) must be hand delivered, sent by pre-paid post or emailed to:
   1. the University Representative in the case of a Notice from the Club; and
   2. the Club Representative in the case of a Notice from the University.

**Execution**

|  |  |  |
| --- | --- | --- |
| **Signed** for and on behalf of the **University of South Australia** by an officer duly authorised in accordance with the Vice-Chancellor’s authorisations in the presence of: |  |  |
| Signature of officer |
|  |  |  |
| Signature of witness |  | Name of officer (print) |
|  |  |  |
| Name of witness (print) |  | Office held |
|  |  |  |
| Date |  |  |

|  |  |  |
| --- | --- | --- |
| **Signed** for and on behalf of [**insert Club legal name**] in accordance with its Constitution: |  |  |
|  |  |  |
| Signature of officer |  | Signature of officer/witness (delete inapplicable) |
|  |  |  |
| Name of officer (print) |  | Name of officer/witness(print) |
|  |  |  |
| Office held (print) |  | Office held (print) |
|  |  |  |
| Date |  |  |

**Schedule**

|  |  |  |
| --- | --- | --- |
| **ITEM 1** Club |  | |
|  | [insert name of club] | |
| **ITEM 2** Purpose |  | |
|  | [insert activities/purpose of the club: usually set out in the constitution] | |
| **ITEM 3** Brand |  | |
|  | [The name “University of South Australia” and the logos set out in Item 7 OR The name “UniSA” and the logos set out in Item 6 OR The names “University of South Australia” and “UniSA” and the logos set out in Item 7] | |
| **ITEM 4** Term |  | |
|  | [insert term, ie 12 months] | |
| **ITEM 5** Special Conditions |  | |
|  | [insert any additional conditions, particularly if a Club is using the UniSA logo, otherwise “Not applicable”] | |
| **ITEM 6** |  | |
| University Representative | Name | [insert] |
| Address | [insert] |
| Email | [insert] |
| Club Representative | Name | [insert] |
| Address | [insert] |
| Email | [insert] |
| **ITEM 7** Logos |  | |
|  | [add/delete as applicable]  University of South Australia Logos  https://www-p.unisa.edu.au/styleguide/logos/images/logo_unisa_RGB-blue_h.pnghttps://www-p.unisa.edu.au/styleguide/logos/images/logo_unisa_RGB-blue.png  UniSA Logos  [insert applicable UniSA logos here] | |