



Australian Government  
Royal Australian Mint

Australian Coin Design Licence Agreement

---

The Commonwealth of Australia as represented  
by the Royal Australian Mint

ABN 45 852 104 259

and

Licensee

# Contents

---

<b>1</b>	<b>Licence</b>	<b>3</b>
<b>2</b>	<b>Payment of Royalties</b>	<b>3</b>
<b>3</b>	<b>Protection of Licensed Material</b>	<b>4</b>
<b>4</b>	<b>Third Party IP</b>	<b>4</b>
<b>5</b>	<b>Warranty</b>	<b>4</b>
<b>6</b>	<b>Term and Termination</b>	<b>4</b>
<b>7</b>	<b>General Provisions</b>	<b>5</b>

---

# Parties

The Commonwealth of Australia as represented by the Royal Australian Mint (ABN 45 852 104 259) of Denison Street, Deakin, ACT 2600 Australia ("**Licensor**"); and

The party described in Item 1 of the Schedule ("**Licensee**").

# Background

- A. The Licensor owns the intellectual property rights in the Licensed Material identified in Item 2 of the Schedule.
- B. The Licensee has requested the right to use and commercialise certain Licensed Material in accordance with the Licensor's "Copyright and re-use of materials policy".
- C. The Licensor grants a licence to the Licensee to use and commercialise the Licensed Material for the purposes as set out in Item 3 of the Schedule ("Approved Purposes") on the terms and conditions detailed in this agreement, and the Licensee accepts those terms and conditions.
- D. The Licensee may apply for the right to use additional Licensed Material for commercial purposes under the Licensor's "Copyright and re-use of materials policy". This agreement will apply to any future authorised use of Licensed Material by the Licensee.

# Operative Provisions

---

## 1 Licence

- (a) The Licensor grants an irrevocable, worldwide, non-transferable and perpetual licence to the Licensee to use the Licensed Material on the terms set out in this agreement.
- (b) The licence granted to the Licensee under clause 1(a) includes the right for the Licensee to sublicense the Licensed Material only to the extent required to give effect to the Approved Purposes on terms and conditions determined by Licensee and consistent with the protection of Licensed Material and the Licensor's ownership of the Licensed Material.
- (c) The Licensee acknowledges that the Licensed Material is and remains the exclusive property of the Licensor and that Licensed Material must only be used or dealt with by the Licensee as provided in this agreement and in accordance with the Licensor's "Copyright and re-use of materials policy".
- (d) The Licensee acknowledges and agrees that it must obtain the prior written approval of the Licensor before using any Australian Government logos or trade marks that are the subject of the Licensor's intellectual property rights.

---

## 2 Payment of Royalties

Unless specified otherwise in the Schedule, the Licensor agrees that no royalties are payable by the Licensee for their use of the Licensed Material for the Approved Purposes.

---

### **3 Protection of Licensed Material**

- (a) The Licensee will cooperate with the Licensor and do anything reasonably required for the protection of Licensed Material against infringement.
- (b) If:
  - (1) the Licensee receives notice of any suspected, threatened, likely or actual infringement of any of Licensed Material or any common law passing off by reasons of imitation of get up or otherwise; or
  - (2) any third party alleges or claims that any of the Licensed Material is liable to cause deception or confusion to the public,the Licensee will notify the Licensor giving particulars of the infringement.

---

### **4 Third Party IP**

- (a) Licensed Material excludes Third Party IP, as described in Item 5 of the Schedule.
- (b) The Licensee must obtain all consents, including any moral rights consents, to use, modify, adapt or commercialise any Third Party IP from the third party owner of the intellectual property rights.
- (c) The Licensor makes no warranties in relation to Third Party IP, including that the owner of the Third Party IP will provide any consents requested by the Licensee.
- (d) The Licensor will notify the Licensee if the Licensee's application to use coin designs (made in accordance with the Licensor's "Copyright and re-use of materials policy") includes any Third Party IP, for which the Licensor cannot grant a licence.
- (e) To the extent not prevented by confidentiality and privacy obligations, the Licensor may assist the Licensee to identify the owner of third party intellectual property rights.

---

### **5 Warranty**

- (a) The Licensor warrants that it is the owner of Licensed Material, or is otherwise entitled to grant the rights contemplated by this agreement.
- (b) The Licensee acknowledges and agrees that the Licensor licences the Licensed Material on an "as is" basis. The Licensor makes no warranties of any kind in relation to the Licensed Material, including warranties of completeness, lack of errors, merchantability, or fitness for a particular purpose.

---

### **6 Term and Termination**

- (a) This agreement commences on the date the last party executes the agreement.

- (b) Unless otherwise agreed in writing by the Licensor, the licence granted under this agreement automatically and immediately terminates upon the happening of any of the following events:
- (1) the Licensee ceases to (or is unable to) pay its creditors (or any class of them) in the ordinary course of business, or announces its intention to do so;
  - (2) a receiver, receiver and manager, administrator, liquidator or similar officer is appointed to the Licensee or any of its assets;
  - (3) the Licensee enters into, or resolves to enter into, a scheme or arrangement, compromise or composition with any class of creditors;
  - (4) a resolution is passed or an application to a court is taken for the winding up, dissolution, official management or administration of the Licensee; or
  - (5) anything having a substantially similar effect to any of the events specified above happens in relation to the Licensee under the law applicable to this document.
- (c) Either party may terminate the licence under this agreement if the other party fails to comply with or observe any of the provisions of this agreement and where that failure is capable of remedy the other party fails to remedy such a failure within 14 days after notice specifying the failure and requiring it to be remedied.
- (d) This agreement may be terminated by written consent between the parties.
- (e) In the event of termination, for any reason, all rights of the Licensee granted under this agreement terminate immediately and the Licensee must immediately cease to print, publish, make, produce, communicate to the public, use or commercialise in any manner whatsoever Licensed Material and must, at the Licensor's request, deliver up to the Licensor all documents, merchandise and other materials (electronic or otherwise) which incorporate any or all of Licensed Material which are in the Licensee's possession, custody or control.
- (f) The Licensee will not be entitled to any compensation whatsoever if the Licensor exercises its rights to terminate the agreement.

---

## 7 General Provisions

- (a) The Licensee must not assign all or any of its rights given to them under this agreement without the prior written consent of the Licensor.
- (b) This agreement is governed by the laws of the Australian Capital Territory and the parties submit to the exclusive jurisdiction of its courts.
- (c) This agreement may not be varied except in writing signed by the parties.
- (d) Each party must do all such acts and execute all such documents as necessary to give effect to this agreement.
- (e) No party is an agent, representative or partner of the other party by virtue of this agreement.

- (f) If a clause(s) of this agreement is held to be invalid or otherwise unenforceable then that clause will be deemed to be severed without affecting the enforceability of the remainder of this agreement.

# Execution page

Executed as an agreement.

**Signed** for and on behalf of the **Commonwealth of Australia** as represented by the **Royal Australian Mint** by its duly authorised representative in the presence of:

---

Signature of witness

---

Signature of authorised representative

---

Name (please print)

---

Name (please print)

**Signed** for and on behalf of **[insert Licensee name]** in in the presence of:

---

Signature of witness

---

Signature of authorised representative

---

Name (please print)

---

Name (please print)

# Schedule

## Item 1 - Licensee

[insert name, ACN if a company, ABN if relevant, address, email/phone number of Licensee]

## Item 2 – Licensed Material

Licensed Material means the copyright in and design of Australian coins in which the Licensor owns the intellectual property rights.

Licensed Material does not include Third Party IP, as described in Item 5 of this Schedule.

This agreement is for the use of the following coin designs:

Product Name	Product Year
i.e. 50c Uncirculated Coin – Christmas Decoration	i.e. 2021

## Item 3 - Approved Purposes

The Licensor agrees and consents to the Licensee’s use of the Licensed Material for:

- commercial purposes, in accordance with the Licensor’s Copyright and re-use of materials policy; and
- any other use agreed by the Licensor (acting reasonably) in writing from time to time.

Details of this agreement:

- Concept designs attached
- Lifetime total production quantity for each item
- Details of where the product will be made available for purchase
- Dates products will be available for purchase
- Recommended Retail Price for each item

## Item 4 - Royalties

Not applicable.

## Item 5 – Third Party IP

Third Party IP means the copyright in and design of coins in which a third party owns intellectual property rights.

This following coin designs will require the Licensee to seek third-party IP approval:

Product Name	Product Year
--------------	--------------



i.e. Six-Coin Uncirculated Coin – 30 Years of The Wiggles	i.e. 2021