

**THE AUSTRALIAN WOOL EDUCATION TRUST**

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**Dated:** \_\_\_\_\_

**Licence Deed  
Sheep CRC Licensed Modules  
(Not for Updating or Development)**

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**PARTIES:**

1. **THE TRUSTEES OF THE AUSTRALIAN WOOL EDUCATION TRUST** (ABN 12 886 519 613) of 70 Robertson Street, Kensington VIC 3031 (“**AWET**”)
2. **MURDOCH UNIVERSITY** (ABN 61 616 369 313) of South Street, Murdoch WA 6150 (“**Licensee**”)

**RECITALS:**

- A. The Australian Sheep Industry CRC (**Sheep CRC**) is a joint venture between Australia's leading sheep research, education and industry organisations and was established in 2002 pursuant to an Agreement for the Establishment and Operation of the Australian Sheep Industry CRC under the Australian Government's Cooperative Research Centres Program.
- B. The Sheep CRC has conducted activities which resulted in the creation of certain Intellectual Property, including the Licensed Modules, owned, solely or together with others, by the CRC Core Parties in accordance with the Centre Agreement between the CRC Core Parties dated 6 February 2002 and any subsequent agreed amendments to the Centre Agreement.
- C. The CRC Core Parties and other owners of the Licensed Modules have agreed to assign the Licensed Modules to AWET under an Intellectual Property Rights Assignment Deed (the **Assignment Deed**).
- D. Pursuant to the Assignment Deed, AWET is under an obligation to ensure that the Licensed Modules are made available on a not-for-profit basis for education in the sheep and wool industry in Australia and that the Licensed Modules are maintained and updated so as to remain useful to the sheep and wool education industry in Australia.
- E. AWET intends to comply with that obligation by granting a licence to Licensee to use the Licensed IP for the purposes of conducting certain educational activities.
- F. AWET therefore agrees to grant a licence to the Licensed IP to Licensee, and Licensee agrees to accept that licence, in accordance with the terms and conditions of this Deed.

**OPERATIVE PROVISIONS:**

**1. DEFINITIONS**

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In this Deed including the Recitals, the following definitions apply, except where the context otherwise requires:

**AWI** means Australian Wool Innovation Limited (ABN 12 095 165 558).

**Business Day** means a day that is not a Saturday, a Sunday, nor a public holiday in the principal place of business of a party.

**Commencement Date** means the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**Confidential Information** means all technical information, know-how, financial information and other commercially valuable or sensitive information in whatever form, including inventions (whether or not reduced to practice), trade secrets, formulae, graphs, drawings, biological materials, samples, devices, models and any other materials or information of whatever description that is confidential, proprietary or commercially sensitive in nature that

may be in the possession of a party's employees or management, including the terms of this Deed, and in the case of AWET includes all information comprised in the Licensed IP. The following are exceptions to such information:

- (a) information which is lawfully in the public domain prior to its disclosure to a party by the other party;
- (b) information which enters the public domain otherwise than as a result of an unauthorised disclosure;
- (c) information which is or becomes lawfully available to the recipient party from a third party who has the lawful power to disclose such information to the recipient party on a non-confidential basis; and
- (d) information which is rightfully known by the recipient party (as shown by its written record) prior to the date of disclosure.

Information is not to be considered to be in the public domain for the purposes of this Deed unless it is lawfully available to the general public from a single source

**Contract Year** means a 12 month period ending on 31 December, provided that the first Contract Year is the period from the Commencement Date until the immediately following 31 December and that the last Contract Year is the period from the immediately preceding 1 January until the date of termination or expiry of this Deed.

**Control** and **Controlled** have the meaning given in section 50AA of the *Corporations Act 2001* (Cth).

**Course** means a sequence of instruction modules or units for degrees or other tertiary qualifications (which may include but not consist exclusively of programmes or short courses) provided by Licensee which utilises extracts from the Licensed Modules.

**Deed** means this deed.

**Educational Activities** means the provision of educational courses of instruction or postgraduate research or coursework in the areas of sheep and wool education, including the provision of the Course(s) and other programmes and short courses.

**Force Majeure** means an act of God, fire, lightning, explosions, flood, subsidence, act of terrorism, insurrection or civil disorder or military operations, government or quasi-government restraint, expropriation, prohibition, intervention, direction or embargo, inability or delay in obtaining governmental or quasi-governmental approvals, consents, permits, licences or authorities, strikes, lock-outs or other industrial disputes of any kind and any other cause, whether similar or not to the foregoing, outside of the affected party's control.

**Improvement** in relation to each Licensed Module or item of Licensed IP means any updated, developed, modified, adapted or improved version of the Licensed Module or Licensed IP made by the Licensee during the Term (except where the updates, developments, modifications or improvements are significant)

**Improvement IP** means all Intellectual Property rights in the Improvements.

**Insolvency Event** means circumstances in which a party:

- (a) is unable to pay its debts as they fall due;
- (b) makes or commences negotiations with a view to making, a general re-scheduling of its indebtedness, a general assignment, scheme of arrangement or composition with its creditors;

- (c) takes any corporate action or any steps are taken or legal proceedings are started for:
  - (i) its winding-up, dissolution, liquidation, or re-organisation, other than to reconstruct or amalgamate while solvent on terms approved by the other party (which approval will not be unreasonably withheld); or
  - (ii) the appointment of a controller, receiver, administrator, official manager, trustee or similar officer of it or of any of its revenues and assets; or
- (d) seeks protection or is granted protection from its creditors, under any applicable legislation.

**Intellectual Property** means statutory and other proprietary rights in respect of copyright and neighbouring rights (including future copyright), all rights in relation to inventions, patents, plant varieties, registered and unregistered trade marks, registered and unregistered designs, circuit layouts, trade secrets, rights to require information be kept confidential and other rights arising out of intellectual activity in the industrial, scientific, literary or artistic fields, but does not include Moral Rights that are not transferable.

**Licensed IP** means all Intellectual Property rights in the Licensed Modules and all Improvement IP.

**Licensed Modules** means the copyright materials set out in Schedule 1.

**Maintain** in relation to a Licensed Module means to maintain the Licensed Module in good condition and order, and **Maintenance** will be similarly construed.

**MLA** means Meat and Livestock Australia (ABN 39 081 678 364).

**Moral Rights** means any moral rights including the rights described in Article 6bis of the Berne Convention for Protection of Literary and Artistic Works 1886 (as amended and revised from time to time), being "droit moral" or other analogous rights arising under any statute (including the *Copyright Act 1968 (Cth)* or any law of the Commonwealth of Australia), that exist or that may come to exist anywhere in the world.

**New CRC** means Sheep CRC Limited (ACN 125 726 847) of CSIRO McMaster Laboratory, New England Highway, Armidale NSW 2350.

**Prescribed Terms** means terms, conditions and warranties implied by law into some contracts for the supply of goods or services and which the law expressly provides:

- (a) may not be excluded, restricted or modified; or
- (b) may be excluded, restricted or modified only to a limited extent.

**Term** means the term of this Deed specified in clause 5.1.

**Territory** means Australia and such other territories as may be agreed by the parties from time to time.

**Update** in relation to a Licensed Module means to develop and update the Licensed Module so that it remains current having regard to advances made in the respective field and consequently useful for the provision of education in the sheep and wool industry in Australia, (not being Maintenance).

**Use** in relation to the Licensed Modules and other Licensed IP means to use, distribute, enhance, maintain, modify, copy or create derivative works of the relevant Licensed Module or Licensed IP.

## **2. LICENSING OF INTELLECTUAL PROPERTY**

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### **2.1 Grant**

With effect from the Commencement Date AWET grants to Licensee a non-exclusive, royalty-free, non-transferable licence to Use the Licensed IP during the Term for Educational Activities in the Territory. Where an Educational Activity is delivered by way of distance learning (including residential schools outside the Territory), the licence granted under this clause 2.1 also includes the right for Licensee to Use the Licensed IP during the Term in order to deliver such Educational Activity to students outside the Territory provided the Educational Activity is administered from within the Territory.

### **2.2 Improvements**

All Improvement IP is to be the sole property of AWET and Licensee hereby assigns its entire right, title and interest in and to any Improvement IP to AWET with effect from its creation. Licensee must promptly disclose to AWET all information relating to or subsisting in all Improvements and execute all documents and do all acts necessary or desirable to vest, confirm and perfect AWET's ownership rights under this clause 2.2. All Improvement IP assigned to AWET under this clause 2.2 will be automatically included in the Licensed IP and licensed to Licensee on the terms of this Deed.

### **2.3 Retained Rights**

AWET retains the right to Use the Licensed IP and to grant licences to Use the Licensed IP to third parties for any purpose.

### **2.4 Use**

Licensee may not Use the Licensed IP for any purpose other than Educational Activities without the prior written consent of AWET.

## **3. OBLIGATIONS OF AWET**

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### **3.1 Limited Assistance**

Other than as set out explicitly in this Deed or otherwise agreed in writing by the parties, Licensee acknowledges that AWET is under no obligation to assist Licensee with the Educational Activities.

## **4. OBLIGATIONS OF LICENSEE**

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### **4.1 Pursue Educational Activities**

In carrying out the Educational Activities in the Territory, Licensee must make optimum use of the Licensed Modules within its curricula. This will be based on a reasonable opinion of the Licensee as to what is optimal unit content, bearing in mind any internal policies that regulate such content. In addition, Licensee will advise students of the courses offered by the University of New England for specialist sheep and wool education.

### **4.2 Reporting**

- (a) Within 60 days of the end of each Contract Year Licensee must provide to AWET a comprehensive written report setting out details of:
  - (i) the Educational Activities carried out in that Contract Year;

- (ii) the number of students that enrolled in the Course(s) in that Contract Year; and
  - (iii) any recommendations for the maintenance or Updating of the Licensed Modules.
- (b) Licensee acknowledges and agrees that AWET may disclose any report provided to AWET under clause 4.2(a) to the members of the Sheep CRC, the New CRC, AWI and MLA, as well as to third parties (which are not educational institutions), as AWET sees fit, provided that where Licensee reasonably designates parts of any such report as confidential at the time of submission AWET may only disclose those parts not under obligations of confidence.

#### **4.3 Care and Skill**

Licensee must ensure that all Educational Activities are carried out with all due care and skill and in accordance with all relevant industry standards and practices and in compliance with all legal requirements and specifications of any quality or other standards, and all product liability laws, applicable where the particular Educational Activity is carried out or the Licensed IP is Used.

#### **4.4 Protection of Licensed IP**

Licensee must not engage in any conduct which may challenge the ownership of any Licensed IP. Licensee must not Use the Licensed IP other than for Educational Activities in accordance with this Deed.

#### **4.5 Acknowledgment**

Licensee agrees to acknowledge the contribution of the Sheep CRC, MLA, AWI and AWET to the Licensed IP in all publications relating to the Licensed IP including journal articles, abstracts, presentations, press releases and any other public disclosure. In addition, Licensee must ensure, and must procure its licensees, sub-licensees, contractors, subcontractors or distributors to ensure, that, where appropriate and commercially practicable, the contribution of the Sheep CRC, MLA, AWI and AWET to the Licensed IP is duly recognised in any press release or other forms of publicity in relation to the Licensed IP.

AWET agrees to acknowledge the contribution of the Licensee in all publications relating to any Improvements including journal articles, abstracts, presentations, press releases and any other public disclosure. In addition, AWET must ensure, and must procure its licensees, sub-licensees, contractors, subcontractors or distributors to ensure, that, where appropriate and commercially practicable, the contribution of the Licensee to the Improvements is duly recognised in any press release or other forms of publicity in relation to the Improvements.

### **5. TERM AND TERMINATION**

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#### **5.1 Term**

This Deed commences on the Commencement Date and continues in force until 31 December \_\_\_\_\_ (the **Initial Term**), unless it is terminated earlier in accordance with its terms. This Deed will renew automatically for further 3 year periods (each of which is a **Renewal Term**) unless either Party gives not less than 6 months' written notice to the other prior to the expiry of the Initial Term or the then current Renewal Term, unless it is terminated earlier in accordance with its terms.

## **5.2 Termination for Breach**

Either party may terminate this Deed by giving at least 30 days' written notice to the other party if the other party is in breach (other than a trivial breach causing no material harm) of any provision of this Deed and (where the breach is capable of remedy) the party in breach has failed to remedy the breach within 30 days of receipt of written notice from the other party describing the breach and calling for it to be remedied.

## **5.3 Termination by AWET**

AWET may terminate this Agreement immediately by giving written notice to Licensee if an Insolvency Event occurs in relation to Licensee, or if there is a change in Control of Licensee in respect of which AWET has not given its prior written consent.

## **5.4 Termination by Licensee**

Licensee may terminate this Deed by giving 60 days' written notice to AWET if in Licensee's reasonable opinion it is not commercially reasonable to continue to conduct the Educational Activities, as shown by Licensee to AWET to AWET's reasonable satisfaction.

## **5.5 Survival of Provisions**

Expiry or termination of this Deed for any reason does not affect any rights or obligations of the parties accrued prior to the date of expiry or termination or the provisions of clauses 4.2 (Reporting), 4.4 (Protection of Licensed IP), 7 (Confidentiality), 8 (Warranties and Representations) and 9 (Liability and Indemnities) of this Deed.

## **6. INFRINGEMENT**

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### **6.1 Notice of Suspected Infringements**

Each party must immediately give to the other party full information on any suspected infringement of the Licensed IP by any person and any claim that the Use of any of the Licensed Modules or Licensed IP infringes the rights of any person of which the party becomes aware.

### **6.2 Joint Action**

If such infringement occurs, the parties must consult as to an appropriate course of action and may decide to take joint action on such terms as are agreed by the parties.

### **6.3 Action by AWET**

If the parties fail to agree on taking joint action in accordance with clause 6.2, AWET will in its sole discretion determine what action, if any, is appropriate and have the sole and exclusive right to control any litigation enforcing the Licensed IP or defending any claim alleging infringement, and the negotiation of any settlement. Licensee must provide to AWET on request all assistance reasonably required by AWET for the purposes of any action undertaken by AWET under this clause 6.3, and AWET must keep Licensee advised of the progress of such proceedings.

### **6.4 Action by Licensee**

If, in relation to any suspected infringement of the Licensed IP by any person, the parties fail to agree on taking joint action in accordance with clause 6.2 and AWET notifies Licensee in writing that it is not prepared to commence enforcement proceedings or fails to do so within 90 days after notification of the infringement by a party in accordance with clause 6.1, then

Licensee may institute and prosecute enforcement proceedings in its own name and may retain any damages or other amounts recovered in respect of the proceedings, but must:

- (a) indemnify AWET against all actions, claims, loss, damage, costs, expenses and awards arising out of or in connection with those proceedings; and
- (b) keep AWET advised of the progress of such proceedings and provide AWET on request with copies of all documents used in or prepared for such proceedings.

## **6.5 Third Party Claims**

Nothing in this clause 6 limits a party's right to defend or resolve any action brought against it by a third party.

## **7. CONFIDENTIALITY**

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### **7.1 Protection of Confidential Information**

Subject to clause 7.2 each party must:

- (a) not use, and ensure that its employees, officers and agents do not use, any Confidential Information of the other party for any purpose other than compliance with its obligations or exercising its rights under this Deed;
- (b) take all action necessary to maintain the confidential nature of the Confidential Information of the other party, such actions to be no less stringent than the actions each party takes with respect to its own Confidential Information;
- (c) not disclose any of the Confidential Information of the other party to any person other than those employees or consultants of the party who need to have access to that Confidential Information for the purpose of complying with its obligations or exercising its rights under this Deed and who have been made aware of the requirements of this clause 7; and
- (d) except where the law requires otherwise, return all documents and other materials in any medium in its possession, power or control which contain any Confidential Information of the other party, on the earlier of demand by the other party or the time the documents and other material are no longer required for the purpose of complying with the party's obligations or exercising the party's rights under this Deed.

### **7.2 Permitted Use and Disclosure**

- (a) Licensee may use and disclose Confidential Information comprised in the Licensed IP to the extent that such use or disclosure is necessary to conduct Educational Activities in compliance with Licensee's rights under this Deed.
- (b) A party may disclose Confidential Information of the other party if legally compelled to do so by any judicial or administrative body, provided that the party required to make such disclosure must promptly inform the other party and take all reasonably available legal measures to avoid or limit the extent of such disclosure.

### **7.3 Media Releases**

A party may not make press or other announcements or releases relating to this Deed and the matters the subject of this Deed without the prior approval of the other party.

## **8. WARRANTIES AND REPRESENTATIONS**

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### **8.1 General Warranties**

Each party warrants that:

- (a) it has the power and authority to enter into and perform its obligations under this Deed and that the execution of this Deed by it has been duly and validly authorised by all necessary corporate action;
- (b) its obligations under this Deed are valid and binding and enforceable against it in accordance with their terms; and
- (c) this Deed and its performance do not contravene its constituent documents or any law, or any of its obligations or undertakings by which it is bound, or cause a limitation on its powers of its corporate officers to be exceeded.

### **8.2 Licensee's Warranties**

Licensee warrants that it has the resources, skills, knowledge and abilities necessary to perform its obligations under this Deed.

### **8.3 AWET Warranty**

AWET warrants that the Licensed IP does not infringe, and the exercise of the Licensee's rights under this Deed will not infringe, any third party's Intellectual Property rights.

### **8.4 Limits on Warranties**

Nothing in this Deed is to be construed as a representation or warranty by AWET that:

- (a) any information provided by AWET is accurate, up to date or complete; or
- (b) any of the Licensed Modules, other Licensed IP or any products, services, methodologies, teachings, content or outcomes that may be contained in or result from any Use of any of the Licensed Modules or Licensed IP by any person are safe or are effective for any purpose.

## **9. LIABILITY AND INDEMNITIES**

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### **9.1 AWET's Exclusions**

Without limiting the following provisions of this clause 9, but subject to clause 8.3, Licensee acknowledges and agrees that any Use, distribution, supply or other exploitation of any Licensed Modules or Licensed IP by it, its officers, employees, contractors, agents, or assignees is, to the extent permitted by law, undertaken entirely at the risk of Licensee and AWET excludes all liability to Licensee arising out of or in connection with such Use, distribution, sale, supply or other exploitation, including with respect to the suitability of the Licensed Modules or Licensed IP for any particular purpose, the quality or performance of the Licensed Modules, or the claims of any third parties against Licensee arising from such Use, distribution, sale, supply or other exploitation (other than claims for infringement of Intellectual Property rights).

## **9.2 No liability or indemnity**

A party is to have no liability to the other party, however arising and under any cause of action or theory of liability, in respect of special or indirect damages, loss of profit or loss of business opportunity.

## **9.3 Prescribed Terms**

Except as required by any Prescribed Terms, all conditions, warranties, representations, terms and obligations (whether express or implied by law) relating to the performance of AWET's obligations under this Deed, or any other goods or services supplied or to be supplied by AWET under this Deed, which are not expressly included in this Deed are excluded.

## **9.4 Permitted Limitation of Liability**

Where any Prescribed Terms apply, the liability of AWET to Licensee for a breach of a Prescribed Term implied into this Deed is limited, at the option of AWET, to the repair or replacement of any relevant goods, the cost of repairing or replacing the goods, the re-supply of the relevant services or the payment of the cost of re-supplying those services.

## **9.5 Licensee's Indemnity**

Licensee releases and indemnifies AWET and its respective officers, employees, consultants and agents from and against all actions, claims, proceedings and demands (including those brought by third parties) which may be brought against it or them, whether on their own or jointly with Licensee and whether at common law, in equity, pursuant to statute or otherwise, in respect of any reasonably foreseeable loss, death, injury, illness or reasonably foreseeable damage arising out of or in connection with a breach of Licensee's warranties or obligations contained in this Deed, and from and against all reasonably foreseeable damages, reasonable costs and reasonable expenses incurred in satisfying, defending or settling any such claim, proceeding or demand, except to the extent such action, claim, proceeding or demand arose out of the breach of AWET's obligations contained in this Deed, Use of the Licensed Modules or Licensed IP by or on behalf of AWET, or the negligent or intentionally harmful act or omission of AWET or any of its officers, employees or agents.

## **9.6 Reliance on Indemnity**

Licensee's obligation to indemnify AWET and its officers, employees, consultants and agents set out above is a continuing obligation separate and independent of its other obligations and survives expiry or earlier termination of this Deed. Upon AWET becoming aware of any claim or other circumstance that may give rise to it seeking to rely on an indemnity set out in this clause 9, AWET must provide Licensee with full details of the action, claim, proceeding or demand. Before making any demand for performance of the indemnity AWET must allow Licensee sufficient time as is reasonable in the circumstance to investigate its alleged liability and to negotiate a settlement of or defend the action, claim, proceeding or demand.

## **10. DISPUTE RESOLUTION**

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### **10.1 Parties to Use ADR**

If a dispute arises out of or related to this Deed, no party may commence court or arbitration proceedings (other than proceedings for urgent interlocutory relief) unless it has complied with this clause 10.

## **10.2 Good Faith Negotiation**

A party to this Deed claiming that a dispute has arisen under or in relation to this Deed must give written notice to the other party specifying the nature of the dispute. On receipt of that notice by the other party the parties' representatives must endeavour in good faith to resolve the dispute expeditiously and failing agreement within 5 Business Days must use informal dispute resolution techniques such as mediation, expert evaluation or determination or similar techniques agreed to by them.

## **10.3 Compulsory Processes**

If the parties do not agree within 5 Business Days of receipt of the notice referred to in clause 10.2 as to the dispute resolution technique and procedures to be adopted, the time table for all steps in those procedures, and the selection of compensation of the independent person required for such a technique, then the parties must mediate the dispute through the Mediation Service of the Law Institute of Victoria and the President of the Law Institute of Victoria or the President's nominee will select the mediator.

## **10.4 Governing Law and Jurisdiction**

This Deed is governed by the laws of Victoria and subject to this clause 10, the parties submit to non-exclusive jurisdiction of the courts of Victoria.

## **11. NOTICES**

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### **11.1 Form of Notice**

A notice, approval, consent or other communication in connection with this Deed must be in writing sent to the address of the receiving party appearing in this Deed or such other address as may be communicated by the receiving party, marked for the attention of any person nominated for that purpose by the receiving party (and who in the absence of any such nomination is the signatory to this Deed on behalf of the party), and may be sent by prepaid post (air mail if international), courier, facsimile transmission or electronic mail.

### **11.2 Receipt of Notices**

A notice, approval, consent or other communication is taken to have been received:

- (a) two Business Days after sending if sent by post (five Business Days if sent to or from a place outside Australia);
- (b) if sent by courier, at the time indicated by the records of the courier;
- (c) if sent by facsimile, upon production of an entry created for the purposes of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient; and
- (d) if sent by electronic mail, on receipt by the sender of an acknowledgment indicating that the mail item was read by the recipient.

## **12. GENERAL**

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### **12.1 Amendment**

This Deed may only be amended by another deed of the parties in writing.

## **12.2 No Assignment**

The rights and obligations of each party under this Deed are personal. They may not be assigned, charged, encumbered or otherwise dealt with, and no party may attempt or purport to do so, unless:

- (a) the parties give their prior written consent; or
- (b) this Deed otherwise permits.

## **12.3 Approvals**

A party may give conditionally or unconditionally or withhold its approval or consent in its absolute discretion unless this Deed expressly provides otherwise.

## **12.4 No Partnership or Agency**

This Deed does not constitute any party the agent of another or imply that the parties intend constituting a partnership, joint venture or other form of association in which any party may be liable for the acts or omissions of another. No party has authority to pledge the credit of another.

## **12.5 Further Assurances**

Each party agrees, at its own expense, on the request of the other party, to do everything reasonably necessary to give effect to this Deed and the transactions contemplated by it, including, but not limited to, the execution of documents.

## **12.6 Entire Agreement**

This Deed contains the entire agreement of the parties with respect to its subject matter. It sets out the only conduct relied on by the parties and supersedes all earlier conduct by and agreements between the parties with respect to its subject matter.

## **12.7 Force Majeure**

- (a) If the performance of this Deed or any obligations under this Deed, except the making of required payments, is prevented, restricted, or interfered with by reason of Force Majeure, the affected party, upon giving prompt notice to the other party, is excused from such performance to the extent of such prevention, restriction, or interference. The affected party must use its best efforts to avoid or remove the Force Majeure or to limit the impact of the event on its performance and must continue performance with the utmost dispatch when the Force Majeure is removed.
- (b) If an event of Force Majeure has the effect of substantially preventing performance of this Deed by a party for a period of more than 60 days, the unaffected party may by notice to the other party terminate this Deed.

## **12.8 Costs**

Each party is to bear its own costs arising out of the negotiation, preparation, stamping, execution and (subject to other provisions of this Deed) performance of this Deed.

## 12.9 Counterparts

This Deed may be executed in any number of counterparts. All counterparts taken together will be taken to constitute one agreement. An executed counterpart may be delivered by facsimile or other electronic means.

## 12.10 Signatories

The signatories to this Deed warrant that they have authority to enter into this Deed on behalf of the party they are stated to represent.

## 13. INTERPRETATION PRINCIPLES

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### 13.1 General Rules

The following rules of interpretation apply unless the context requires otherwise.

- (a) Headings are for convenience only and do not affect interpretation.
- (b) The singular includes the plural and conversely, and a gender includes all genders.
- (c) A reference to a person includes a body corporate, an unincorporated body or other entity and conversely.
- (d) A reference to any party to this Deed or any other agreement or document includes the party's successors and permitted assigns.
- (e) A reference to any agreement or document is to that agreement or document as amended, novated, supplemented, varied or replaced from time to time, except to the extent prohibited by this Deed or that other agreement or document.
- (f) A reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it.
- (g) A reference to dollars or \$ is to Australian currency.
- (h) A reference to conduct includes any omission and any statement or undertaking, whether or not in writing.
- (i) Where examples of a thing or set of things are given by reference to the word "including", the meaning of references to the thing or set of things is not to be limited by reference to the examples.
- (j) This document or any part of it is not to be construed against a party because that party drafted or proposed it.
- (k) Where an act is required to be performed or a payment required to be made on a day that is not a Business Day, the act will be required to be performed or the payment required to be made on the following Business Day.

### 13.2 Severability

The provisions of this Deed are severable. If any provision in this Deed is found or held to be invalid or unenforceable or capable of termination by a party in any jurisdiction in which this Deed is performed, then the meaning of that provision will be construed, to the extent feasible, to render the provision enforceable. If no feasible interpretation would save such

provision, it is to be severed from the remainder of this Deed which is to remain in full force and effect and to be interpreted so as to achieve the commercial intentions of the parties, unless the absence of the provisions that are invalid, unenforceable or terminable substantially impair the value of the entire agreement to either party. In that event, the parties agree to use their respective reasonable efforts to negotiate a substitute, valid and enforceable provision which most nearly effects the parties' commercial intent in entering into this Deed.

**14. SCHEDULE 1 - LICENSED MODULES**

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Item	Reference No.	Title
1	ANPR 350-450	Commercial Management of the Sheep Enterprise
2	ANPR 420-520	Sheepmeat Production and Marketing
3	ANUT 300-500	Applied Animal Nutrition
4	GENE 450-550	Genetic Evaluation and Breeding Program Design
5	MEAT 418-518	Meat Technology
6	RSNR 403-503	Sustainable Land Management
7	Wool 412-512	Sheep Production
8	WOOL 422-522	Wool Marketing and Clip Preparation
9	WOOL 472-572	Wool Biology and Metrology
10	WOOL 482-582	Wool Processing

**EXECUTED AS A DEED**

Signed for and on behalf of )  
**THE TRUSTEES OF THE** )  
**AUSTRALIAN WOOL EDUCATION TRUST** )  
by its Chairman )  
in the presence of: )

.....  
Signature of the Chairman of the Trust, who warrants  
that he is authorised to sign this Agreement on behalf  
of the trustees of the Australian Wool Education Trust

Date:                    /                    /20\_\_

.....  
*Signature of Witness*

.....  
*Name of Witness*

**EXECUTED** under seal by

\_\_\_\_\_  
*{Enter Name of Institution} above*  
in accordance with clause 1 of Statute 1 and  
Senate resolution S/51/2007

.....  
Signature of Chancellor/Pro-Chancellor/Vice-Chancellor

.....  
Full name

.....  
Signature of General Counsel

.....  
Full name