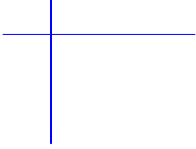




**Medical Technology**  
Association of Australia



**Code of Practice  
Licence Agreement**

# Licence Agreement

---

**Dated** the date in Schedule 1

**Agreement** between

**Medical Technology Association of Australia Ltd (MTAA)** ABN 61 129 334 354 of Level 12, 54 Miller Street North Sydney NSW 2060

and

The company referred to in Schedule 1 (**Licensee**)

## Background

- A. MTAA has adopted the Code of Practice to promote ethical interactions between medical technology companies and healthcare practitioners.
- B. The Licensee supports the principles and requirements of the Code of Practice and is committed to implementing the Code of Practice in accordance with this Agreement.
- C. MTAA has agreed to grant a revocable, non-transferable, non-assignable, non-exclusive licence of the MTAA Code Logo to the Licensee on the terms of this Agreement.
- D. The Licensee has agreed to accept the licence of the MTAA Code Logo on the terms of this Agreement

## 1. Definitions and interpretation

### 1.1 Definitions

In this Agreement:

**Code of Practice** means the 3<sup>rd</sup> Edition of the MTAA/MIANZ Code of Practice and any subsequent edition of the Code of Practice.

**Intellectual Property Rights** means all intellectual property rights in the MTAA Code Logo.

**MTAA Code Logo** means the decal set out in Schedule 1.

**Royalty Fee** means the annual amount payable by the Licensee for the MTAA Code Logo as set out in Schedule 1.

**Term** means the term of this Agreement as specified in Schedule 1.

## **2. Term of Agreement**

The Agreement commences and concludes on the dates in Schedule 1. MTAA may extend the term of the Agreement on the same terms unless terminated in accordance with clause 6.

## **3. Licence of MTAA Code Logo**

### **3.1 Grant of Licence**

In consideration of the commitment by the Licensee to support and implement the MTAA Code of Practice as specified in Schedule 2, MTAA grants to the Licensee a revocable, non-transferable, non-assignable, non-exclusive licence of the MTAA Code Logo for the Term on the terms of this Agreement.

### **3.2 Scope of Licence**

- (a) The Licensee may use the MTAA Code Logo on its letterhead, business cards, promotional material, and displays at meetings and conferences.
- (b) The Licensee must not use the MTAA Code Logo on any product.

### **3.3 No endorsement by MTAA**

The Licensee acknowledges and agrees that the right to use the MTAA Code Logo as well as the actual use of the MTAA Code Logo is not an endorsement by MTAA of the Licensee or its activities.

## **4. Royalty Fee**

MTAA will invoice the Licensee the Royalty Fee annually. The Licensee must pay the invoice within 30 days.

## **5. Intellectual Property Rights**

The Intellectual Property Rights in the MTAA Code Logo are vested in MTAA. The Licensee must not use the MTAA Code Logo other than on the terms of this Agreement.

## **6. Termination**

### **6.1 Termination by MTAA**

MTAA may terminate this Agreement with immediate effect by giving notice to the Licensee if:

- (a) the Licensee breaches a term of this Agreement and fails to remedy the breach within 30 days after receiving notice requiring it to do so;

- (b) the Licensee breaches a material provision of this Agreement and the breach is not capable of remedy.

## **6.2 Termination by Licensee**

The Licensee may terminate this Agreement at any time by giving notice to MTAA of its intention to do so. Effective from the date of termination notified to MTAA, the Licensee must cease using the MTAA Code Logo and remove it from all materials.

## **7. Miscellaneous**

### **7.1 Assignment by Licensee**

The Licensee must not assign any of its rights or obligations arising out of this Agreement without MTAA's prior written consent.

### **7.2 Governing law and jurisdiction**

This Agreement is governed by the law of New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

**Schedule 1  
Details**

<b>Item</b>	<b>Detail</b>
<b>Date of Agreement</b>	
<b>Address of MTAA</b>	Level 12, 54 Miller Street, North Sydney NSW 2060 02 9900 0655
<b>Facsimile:</b>	
<b>Name of Licensee</b>	
<b>Address of Licensee for invoice</b>	
<b>ABN of Licensee</b>	
<b>Term:</b> <b>Commencement Date:</b> <b>Expiry Date:</b>	One year
<b>Royalty Fee (exclusive of GST)</b>	
<b>MTAA Code Logo</b>	

## **Schedule 2**

### **MTAA Code of Practice Implementation**

The Licensee must take the following steps to implement the Code of Practice prior to the grant of the MTAA Code Logo licence:

- A. Established policies and procedures consistent with the provisions of the Code of Practice.
- B. Identified an executive-level person in the company who is:
  - a. Responsible for compliance with the company's policies and procedures consistently with the Code of Practice; and
  - b. Informed to answer questions within the company about the Code of Practice and the company's policies and procedures based on the Code of Practice.
- C. Provided a copy of the Code of Practice or a link to the Code of Practice on the MTAA website on the company website.
- D. Provided comprehensive training to those employees and contractors whose job requirements make the information relevant to the company policies that are based on the Code of Practice and implemented procedures to ensure ongoing training programs for new employees and contractors.
- E. Instituted processes within the company to:
  - a. Monitor compliance with the company policies and procedures that are based on the Code of Practice; and
  - b. Assess the effectiveness of the company's policies and procedures that are based on the Code of Practice.
- F. Established a process to respond to suspected deficiencies or violations of company policies that are based on the Code of Practice.
- G. Established a reporting mechanism to facilitate anonymous internal reporting of suspected violations of company policies that are based on the Code of Practice.
- H. Established a disciplinary process for violations of those policies and procedures that support the Code of Practice.

Signed as an agreement.

<p><b>Signed for and on behalf of MEDICAL TECHNOLOGY ASSOCIATION OF AUSTRALIA LTD by its authorised representative in the presence of:</b></p> <p>..... Signature of witness</p> <p>..... Print name</p>	<p>..... Signature of authorised representative</p> <p>..... Print name</p>
<p><b>Signed for and on behalf of the LICENSEE by its Chief Executive Officer in the presence of:</b></p> <p>..... Signature of witness</p> <p>..... Print name</p>	<p>..... Signature of CEO</p> <p>..... Print name</p>