

Non-Exclusive Licence to Publish, Reproduce and Exhibit

This Licence is a legal document. Please read it before signing.

This agreement is made between:

Federation University Australia
of Chancellor Drive, Mt Helen VIC 3350

and

The Licensor, being the owner of copyright in the Work or Works which are listed in Attachment 2.

I/We				
Organisation (If applicable)				
ABN				
Address				
City		State		Postcode
Phone		Mobile		
Email				

I/We state that I/we own or am/are the agent for the owner of the copyright in the Work/s listed in Attachment 2 and are authorised to sign this form as Licensor. I warrant that I am the copyright owner of the work, and that any 3rd party content contained within the work has been used with written permission or within the provisions of the Copyright Act (1968). I/we grant Federation University Australia a world-wide, royalty-free non-exclusive non-Commercial Licence for the period of copyright to publish, reproduce, communicate and use by, but not limited to, the following means:

- Copying, archiving, electronically storing and transmitting, making available online, and downloading, distributing in various formats, or other means and in any media known now and which may be devised in the future, including but not limited to:
- Print, digitised image, photograph, CD/DVD, USB, video or film, PowerPoint, screening on wall or monitor or other display, or other media.

The Licence does NOT cover merchandise or a commercial product for sale. Should such a product or use be proposed, The Gallery will contact the Licensor and seek a separate permission

The parties agree as follows:

Acknowledgement of copyright

Please indicate your preferred acknowledgment/reproduction credit line for the Work/s: For example: © Estate of the Artist, or Copyright ... (name), or Image courtesy of ... (name or gallery)

General

1. The first owner of copyright in a work is generally the creator of the work unless for example created within the terms of employment, under contract or licence. Copyright can be sold or transferred.
2. This licence applies until the expiration of copyright, unless it is amended or terminated in writing signed by both parties.
3. Both parties agree that they will not instigate proceedings in any dispute arising under this agreement without first attempting to mediate a resolution to the dispute with the assistance of a mediator appointed by the parties' agreement.
4. This licence constitutes the entire agreement between the parties and replaces any previous agreement between them relating to copyright in the Work/s.
5. This licence shall be read and construed according to the laws of the State of Victoria and the parties submit to the jurisdiction of that State.
6. If any provision of this licence is held by a court to be unlawful, invalid, unenforceable or in conflict with any rule of law, statute, or regulation, the validity and enforceability of the remaining provisions shall not be affected.
7. The Licensor shall indemnify the University if any breach of the warranty described in the agreement occurs.
8. The University will not be liable to the Licensor for any breach of the Licensor's copyright in the Work and/or any infringement of moral rights by third parties.

Authorisation

Executed as a Deed.

Signed, sealed and delivered:

on behalf of Federation University Australia. ABN

Name

Signed

Date

For Licensor:

Name

Organisation
(If applicable)

Position
(If applicable)

Signed

Date

In the presence of

Witness Name

Signature

Licensor's next of kin or agent*

Name

Address

Email

Phone

* To assist us in tracing any future copyright owner, the University asks you to supply the name and contact information of your next of kin or agent.

Privacy Statement: The information you are requested to provide is personal information and is protected under the Privacy Act 1988. The University collects your personal information to process this application. The University will not disclose this information to other parties other than in accordance with the Privacy Act 1988.

Attachment 1. Licence terms and clarifications

The following clarifications define or explain the reason for various terms within this Licence. These must be read in conjunction to the preceding agreement.

Non-exclusive: This Licence is non-exclusive which means that the Licensor retains the rights and may licence them to others as well as The University.

Copyright: is a collection of exclusive rights, including without limitation to reproduce, publish, perform, adapt, broadcast and transmit copyright material. Copyright exists in a broad range of material. Some examples are artistic works (such as paintings, drawings, sculpture, craft work, photographs, maps and plans), literary works (such as books, articles, letters, song lyrics, and computer programs), musical works, sound recordings, films and videos.

Duration of Copyright: varies according to the type of material. In most cases, copyright lasts for the life of the creator plus 70 years. If the copyright owner has made no other provision for their copyright during their lifetime, copyright will be passed on to their heirs.

Moral Rights: are non-transferable rights of the creators which include the right to be attributed for created work, the right not to be falsely attributed and the right to have the integrity of the work preserved.

The University agrees to reproduce the Work/s to the highest possible standard wherever possible to enhance the Artist's reputation and to attribute the Work and the creator wherever possible including citing the Licensor's preferred acknowledgment or credit line specified in the agreement.

Non-commercial: This Licence does not cover any commercial reproduction or publication of the Work/s, such as merchandise. If a commercial purpose was considered by the University (such as posters, cards, t-shirts or other products) the University will make a separate application to the Licensor for permission.

Third party requests: The University will instruct all third-party requests (commercial or non-commercial) to contact the Licensor to obtain copyright permission and where possible the University will seek evidence that such permission has been obtained before releasing any photographic material to the requesting party. The University will instruct any commercial third party to contact the Licensor directly to negotiate a separate licence.

World-wide: As it is likely that the reproduced material will be available and used on the internet it is not possible to limit or restrict the area or territory of the world within which it may be used.

The licence covers reproduction of the Work/s in a material or online form, the publication of the Work/s and/or the Exhibiting/communication of the Work/s to the public, which includes but is not limited to curatorial, scholarship, educational, and/or promotional purposes.

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