

**Publishing Licence**

Deakin University (**Deakin**)

The Party identified in the Schedule (**Author**)

**Publishing Licence**

Parties

**Deakin University**

ABN 56 721 584 203

of 1 Gheringhap Street, Geelong, Victoria, 3220

(**Deakin** or **We** or **Us**)

**The Party identified in the Schedule**

(**Author** or **You**)

Background

1. Deakin is the proprietor and publisher of the Journal.
2. The Author is the creator of and the owner of the copyright in the Work.
3. The Author has requested Deakin to publish the Work in the Journal and Deakin has agreed to do so upon and subject to the terms of this Agreement.

Agreement

1. Definitions and Interpretation

Definitions

* 1. Unless inconsistent with the context when used in this Agreement the following capitalised words and phrases have the following meanings:
     1. **Agreement** means this agreement.
     2. **Author** means the individual or individuals identified as Author of the Work in the Schedule.
     3. **Commercial Use** means any use of the Work or any part of the Work for any commercial gain, including without limitation, charging fees for delivery or access to the Work.
     4. **Intellectual Property** means all rights conferred by statute, common law or in equity to ownership of copyright (including future copyright), trademarks, designs, patents, business names, domain names, semiconductor or circuit layout rights, plant breeders rights, rights in respect of trade secrets and other confidential information, and all other rights generally falling within the scope of this term, whether registered or unregistered and whether registrable or not.
     5. **Journal** means the Deakin journal or publication identified in the Schedule.
     6. **Licence** means the licence granted to Deakin by this Agreement.
     7. **We** and **Us** means Deakin.
     8. **Work** means the work You have submitted or intend to submit for publication in the Journal (including all text, audio, video and audio-visual material, abstracts, databases, tables, data, diagrams, photographs and other images or illustrative material forming part of the Work and including all drafts of the Work and the version of the Work accepted by Us for publication) the title or summary of which is detailed in the Schedule.
     9. **You** and **Your** means the person identified as Author in the Schedule and if more than one each of them individually and collectively.

Interpretation

* 1. In this Agreement, unless the context requires otherwise, a reference to:
     1. a clause or schedule, is a reference to a clause of or schedule to this Agreement;
     2. ‘this Agreement’ includes any schedules and attachments to this Agreement;
     3. a document or agreement, including this Agreement, includes a reference to that document or agreement as novated, altered or replaced from time to time;
     4. a person, includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
     5. any law or legislation includes any statutory modification or amendment of that law or legislation and any subordinate legislation or regulations made under that law or legislation;
     6. writing includes typewriting, printing, photocopying and any other method of representing words, figures or symbols in a permanent visible form;
     7. the word ‘include’ or ‘including’ is to be interpreted without limitation;
     8. the singular includes the plural and the plural includes the singular; and
  2. If a word or phrase is given a defined meaning, other grammatical forms of that word or phrase have a corresponding meaning.
  3. Headings are for reference only and do not affect the meaning of this Agreement.
  4. This Agreement may not be interpreted adversely to a party only because that party was responsible for preparing it.

1. Licence
   1. The Author hereby grants to Deakin a non-exclusive, worldwide, perpetual, irrevocable, royalty free licence to:
      1. edit, adapt, publish, distribute, display, reproduce, translate and store the Work (and any derivative works based on the Work created under this licence) in the Journal and/or in all media and on all distribution platforms including social media platforms, whether now known or in the future developed or discovered, and whether as part of Deakin’s products and services or as part of other content not owned, controlled or represented by Deakin;
      2. include the Work in collections of other work including third-party commercial publications and create summaries, extracts, abstracts and other derivative works based in whole or in part on the Work;
      3. convert the Work into any format, including audio;
      4. exploit all subsidiary rights that exist or may exist in the future in the Work including in relation to metadata;
      5. include electronic links from the Work to any third-party material; and
      6. licence third parties to do any or all of the above.
   2. Deakin will credit the Author as the original creator and author of the Work.
   3. Subject to Clause 2.4 prior to publication Deakin will use reasonable endeavours to consult with the Author if Deakin considers that substantial change(s) are necessary or appropriate to be made to the Work for it to be suitable for publication.
   4. Deakin is not required to consult with the Author in relation to corrections, changes or adaptions (edits) of a minor or incidental nature that Deakin considers reasonably necessary or appropriate to make the Work suitable for publication. To the extent that such edits would otherwise infringe any moral rights, these rights are hereby waived in Deakin’s favour.
   5. Deakin may in its sole discretion publish the Work or any versions of the Work submitted to Deakin under this Agreement and any reviews of the Work and responses from the Author, or another Author or by third parties relating to the Work.
   6. The Author authorises Deakin to take such steps as Deakin, in its discretion and without obligation, considers necessary to prevent infringement of the Intellectual Property in the Work or infringement of rights granted to Deakin by the Author under this licence without recourse to the Author.
   7. The Author agrees that Deakin may retract the Work from publication or publish a correction or other notice in connection with the published Work at any time and without further recourse to the Author.
   8. Except as herein expressly provided nothing in this Agreement shall affect the ownership of the Intellectual Property in the Work.
2. Warranties
   1. You warrant that:
      1. the Work is Your original work and has not been copied (in whole or in part) from any other work or material, or any other source;
      2. You (and Your co-authors if applicable) are the sole author of the Work;
      3. no person or persons other than those identified herein as the Author has been involved in the creation of the Work or entitled to claim any authorship of the Work;
      4. You (for yourself and on behalf of all co-authors, if applicable) are duly authorised to enter into and sign this agreement;
      5. except to the extent Clause 3.1(f) applies, You are the sole, unencumbered absolute legal and beneficial owner(s) of all Intellectual Property Rights in the Work (or You have obtained the necessary assignments or licences required for publication under this licence);
      6. to the best of your knowledge the Work has not previously been published (in whole or in part);
      7. the Work does not infringe the Intellectual Property, moral rights or any other right of any third party;
      8. if the Work contains any personal information or third-party confidential information that You have obtained (in writing) all necessary consents and approvals to the publication of such information;
   2. You represent and undertake that to the best of Your knowledge:
      1. the Work does not contain material that is obscene blasphemous, libellous, obtained directly or indirectly in breach of confidence or is otherwise objectionable;
      2. all statements of fact in the Work are true and correct and no advice, formula, or instruction in the Work will, if followed or implemented by any person, cause loss, damage or injury to them or any other person;
      3. all information You have supplied to Us under this Agreement is accurate.
3. Privacy
   1. The parties will comply with all applicable privacy legislation in the performance of this Agreement.
   2. Where the Author is not bound by the Privacy Act 1988 (Cth), it will comply with the provisions of the Privacy and Data Protection Act 2014 (Vic) in the performance of this Agreement.
4. Execution and Electronic Signatures

Execution

* 1. This Agreement is properly executed when:
     1. each party has executed this document, including execution by electronic signature; or
     2. if the parties execute separate but identical documents, when those separately executed documents are exchanged between the parties, including by mail or electronically.
  2. If this Agreement is executed in counterparts, the date of this Agreement is the date on which it is signed by the last party.

Electronic Signatures

* 1. For the purposes of this clause:

**DocuSign** means the secure electronic signature technology system operated by DocuSign, Inc. or its affiliates.

**Electronic Signature** means an electronic method of signing that identifies the signatory and their signature, including DocuSign digital signatures.

* 1. If this Agreement or any variation of this Agreement is signed by a party using an Electronic Signature, the parties:
     1. agree that the Electronic Signature will have the same force and effect as an original handwritten signature; and
     2. consent to the use of an Electronic Signature by a party.

Governing Law

* 1. This Agreement is governed by the laws of the State of Victoria.

Execution and Date

Executed as an agreement.

Date:

|  |  |  |
| --- | --- | --- |
| **Signed** for and on behalf of **Deakin University** by its duly authorised officer in the presence of:    Signature of witness    Name of witness (please print) |  | Signature of authorised officer    Name of authorised officer (please print)    Office held  Date: |

|  |  |  |
| --- | --- | --- |
| **Signed** bythe party identified as Author in the Schedule in the presence of:    Signature of witness    Name of witness (please print) | )  ) | Signature  Date: |

|  |  |
| --- | --- |
| **Item 1 – Author** | |
| Name |  |
| Address |  |

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| --- | --- |
| **Item 2 – Co-Author(s)** (if any) | |
| Name(s) |  |
| Address(es) |  |

|  |  |
| --- | --- |
| **Item 3 –** **Journal** | |
| Name |  |
| Description |  |

|  |  |
| --- | --- |
| **Item 4 – Work** | |
| Title (provisional) |  |
| Summary |  |