

**About this Agreement template**

**What is this Agreement for?**

This Agreement can be used by a person or organisation who wishes to use copyright material that has already been created. This would likely be books, photographs, research reports, films or sound recordings that contain Language, Knowledge and Culture.

This Agreement is used in circumstances where a copyright owner would like to give their permission for an individual or organisation to use their work. Under Australian law it is a requirement to get permission from the copyright owner before copying, sharing or making changes to their work to create new material.

In some cases, the copyright owner may also be an Aboriginal person who is a Custodian of the Language or other Aboriginal Cultural and Intellectual Property (ACIP) contained in the work. If this is the case, this Agreement can also be used to give permission for the individual or organisation to use the ACIP contained in the work.

You can find more information about this Agreement on page 11 and 21 of the *Community Guidelines: Protecting your Cultural and Intellectual Property.*

**Who should sign this Agreement?**

This Agreement should be used by:

1. The Copyright owner (and where relevant, the Aboriginal Custodian) of a copyright work; and
2. An individual or organisation seeking to use someone else’s copyright work.

**Clearance to use Existing Language Copyright Material**

**Copyright Licence (and Cultural Clearance)**

**GIVEN BY:**

| Name |  |
| --- | --- |
| Address |  |
| Nation |  |
| “**I**” or “**me**” or “**Copyright Owner**” | |

**TO:**

| Name |  |
| --- | --- |
| Address |  |
|  |  |
| “**the Licensee**” | |

**The Project**

1. [INSERT DETAILS OF THE PROJECT] (the **Project**).
2. The Licensee has identified the following copyright material for use as part of the Project, including possible adaptation into new material that will be used as part of the Project:

| Name/title of Copyright Material:  (**the Copyright Material**) |  |
| --- | --- |
| Author/creator: |  |
| Copyright holder  (if different from the author/creator) |  |
| Publisher: |  |
| Year of publication (if known) |  |

1. I am the copyright owner of the Copyright Material. The Licensee seeks my permission seeks my permission to use (and allow others to use) the Copyright Material, including the Language or other Knowledge or Culture contained in the Copyright Material, as part of the Project.

**Fee**

1. In consideration of the licence granted under this deed, the Licensee agrees to pay me $\_\_\_\_\_\_\_\_\_ (inclusive of GST) (**the Fee**), into the bank account below within fourteen (14) days of signing this deed:

| Bank: |  |
| --- | --- |
| Account name: |  |
| BSB: |  |
| Account number: |  |

**Copyright Licence**

1. I warrant that I am the copyright owner of the Copyright Material or part of the Copyright Material. Where I am not the only owner of copyright in the Copyright Material, I have indicated below:

1. In consideration of the Fee, I grant the Licensee a non-exclusive, royalty free, irrevocable, worldwide licence in perpetuity and in all media, to use, edit and adapt the Copyright Material for the purposes of the Project (and to sub-licence these rights to third parties) as follows:
   1. use, copy and adapt the Copyright Material for use in teaching and learning;
   2. make copies of the Copyright Material available to students, teaching staff or community members; and
   3. edit and adapt the Copyright Material for use and publication as part of the Project.
2. Where the Licensee (or its employees or contractors) adapts or makes edits to the Copyright Material to create new Language materials (**New Language Materials**), the Licensee must consult with me and show me a final version of the New Language Materials before they are finalised. This is so that I have the opportunity to give feedback on the New Language Materials including an opportunity to provide feedback on any spelling or grammatical errors made in the New Language Materials.
3. I understand that if the Licensee wishes to use the Copyright Material for any other purposes not described in this deed, including commercial purposes, that they must seek my written permission.

**Moral Rights and Attribution**

1. The Licensee will attribute me as the Copyright Owner of the Copyright Material using the information supplied on the first page of this deed unless otherwise indicated by me.
2. When using the Copyright Material, the Licensee must also attribute the [insert Language group or relevant owners or custodians] whose Language, Knowledge or Culture is contained in the Copyright Material, according to the information supplied below:

| Name: |  |
| --- | --- |
| Nation: |  |
| Any other details: |  |

**[NOTE:** where the owner of the copyright material is also the Aboriginal language custodian who can give clearance to use the language or cultural knowledge in the Copyright Material, include this next section]

**Use of language, knowledge or culture in the Copyright Material**

1. The Copyright Material contains the Language Knowledge or other Knowledge (e.g. of plants and animals), Culture (stories, songs, artwork, and/or photographs) which belongs collectively to me, my family, group, clan or nation. We are the owners and custodians of this language, knowledge or culture and have the right to speak for it, control how it is used, and protect it.
2. The Licensee seeks my permission to use (and allow others to use) the Language or other knowledge or culture contained in the Copyright Material as part of the Project and as described in the licence in clause 6.
3. The Licensee has explained to me that the Language, Knowledge or Culture contained within the Copyright Material may be made available and visible to a large number of people e.g. storing copies in archives.
4. The Licensee is committed to protecting and upholding the rights of Aboriginal peoples to their Languages, Knowledge and Culture. The Licensee will follow the *Guidelines for the ethical and respectful use of Aboriginal Languages in NSW* (**the Guidelines**), which will guide the use of the Copyright Material in the Project.

**My agreement**

1. I agree to the Licensee’s use of the Copyright Material in the Project on the terms and conditions of this deed.
2. I promise that I own or have been granted all rights and interests in the Copyright Material necessary to grant the licences to the Licensee under this deed. The Copyright Material is original and does not infringe the rights of any third party (including copyright and other intellectual property rights).
3. I promise that I have the cultural authority (or permission from language custodians or traditional owners where required by cultural protocol or contract) to grant the permission to the Licensee to use this Copyright Material for the purposes outlined in this deed.
4. I agree that there is nothing in the communally owned cultural Knowledge in the Copyright Material which is culturally inappropriate to share.

**EXECUTED AS A DEED:**

| SIGNED, SEALED AND DELIVERED by Licensee: | |
| --- | --- |
| Signed by Authorised Signatory | Signed by Witness or Authorised Signatory |
| Name of Authorised Signatory | Name of Witness or Authorised Signatory |
| Date | Date |
| SIGNED, SEALED AND DELIVERED by the Copyright Owner: | |
| Signed by Copyright Owner | Signed by Witness |
| Name of Copyright Owner | Name of Witness |
| Date | Date |