

# DEED

## DEED OF AGREEMENT IN RELATION TO THE LICENSING FOR PUBLICATION OF THE WORK

'[ARTICLE TITLE]' \_\_\_\_\_

IN

'[NAME OF JOURNAL]' \_\_\_\_\_

BETWEEN

**THE COMMONWEALTH OF AUSTRALIA**

**AND**

\_\_\_\_\_

[ADDRESS] \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# DEED

## Date

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This Deed of Agreement is dated the \_\_\_\_\_ day of \_\_\_\_\_ [YEAR].

## Parties

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This Deed is made between and binds the following parties:

1. \_\_\_\_\_ represented for the purposes of this Deed by **[DEPARTMENT NAME]** \_\_\_\_\_,  
(ABN [ ]) (the Licensor).

AND

2. **JOHN WILEY & SONS LTD** of The Atrium, Southern Gate, Chichester, West Sussex, PO09 8SQ, UNITED KINGDOM (the Licensee  
\_\_\_\_\_).

Hereinafter referred to as 'the Parties'.

## Context

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This Deed is made in the following context:

- A. The Licensor is the sole owner of copyright subsisting in the work authored by

\_\_\_\_\_

- B. entitled \_\_\_\_\_  
which is also known by its short title \_\_\_\_\_ (the Work).

- C. The Licensee is the publisher of \_\_\_\_\_ (the Journal).

- D. The Licensee wishes to publish the Work in the Journal.

NOW THIS DEED witnesses as follows:

**1 Grant of Licence**

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- 1.1 The Licensor grants to the Licensee a permanent royalty-free, worldwide, non exclusive, Licence to reproduce and publish the Work in the Journal in all media of expression now known or later developed and in all languages and to sub-licence third parties on the same terms as set out in this Licence. Notwithstanding the non-exclusive rights granted above, the Licensor agrees not to submit the Work as a whole for publication by another commercial or scholarly journal publisher.
- 1.2 All rights not expressly granted to the Licensee are reserved to the Licensor.
- 1.3 The ownership of Intellectual Property in the Work shall, at all times, continue to vest in the Licensor.

**2 Acknowledgement**

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The Journal incorporating the Work shall contain the following copyright notice, acknowledgment and disclaimer (or such other form of notification as may be approved from time to time by the Licensor):

© [YEAR] \_\_\_\_\_

This work is copyright. Apart from any use as permitted under the *Copyright Act 1968*, no part may be reproduced without prior written permission. Requests and enquiries concerning reproduction and rights should be directed in the first instance to John Wiley & Sons Ltd of The Atrium, Southern Gate, Chichester, West Sussex PO19 8SQ UNITED KINGDOM; alternatively to the \_\_\_\_\_.

[Insert any other disclaimers required here]

**3 Warranty**

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- 3.1 It is the copyright owner of the Work, or, where it is not the copyright owner, it has the written consent of the copyright owner and any necessary moral rights (as defined in the Copyright Act 1968) consents from the author, to publish the Work, or any part of the Work;
- 3.2 the Work does not infringe the rights of any third parties; and
- 3.3 the Work does not contain any material that is defamatory or otherwise unlawful.

**4 Entire Agreement**

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This Deed constitutes the entire agreement between the Parties and supersedes all communications, negotiations, arrangements and agreements, either oral or written, between the Parties with respect to Intellectual Property in the Work.

**5 Applicable Law**

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This Deed shall be governed by and construed in accordance with the laws of the State of Victoria.

**6 Dispute Resolution**

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The parties agree that a dispute arising under this Deed will be dealt with as follows:

- a. the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;
- b. within 7 Business Days each party will nominate a representative not having any prior involvement in the dispute;
- c. the representatives will try to settle the dispute by direct negotiation between them; and
- d. if a resolution is not reached within a further 28 Business Days the parties shall submit the dispute to arbitration in the Melbourne in accordance with the ACICA Arbitration Rules.

**IN WITNESS WHEREOF** the Parties have executed this document as their Deed

SIGNED, SEALED AND DELIVERED \_\_\_\_\_ )

by \_\_\_\_\_ [name] )

for and on behalf of the \_\_\_\_\_ )

\_\_\_\_\_ )

In the presence of: \_\_\_\_\_ )

\_\_\_\_\_ [name] )

\_\_\_\_\_ [name] )

SIGNED, SEALED AND DELIVERED )

by \_\_\_\_\_ [name] )

Legal representative for and on behalf of )

\_\_\_\_\_ )

In the presence of: )

\_\_\_\_\_ [name] )

\_\_\_\_\_ [name] )

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