

## SWINBURNE UNIVERSITY OF TECHNOLOGY LICENCE TO USE COPYRIGHT MATERIAL

SWINBURNE UNIVERSITY OF TECHNOLOGY

I <i>(name)</i>			
-----------------	--	--	--

of (address) .....

acknowledge that Swinburne University of Technology ("Swinburne") is including the following piece of writing ("the Work") in the online journal **Bukker Tillibul** (www.lilydale.swinburne.edu.au/journal/)

Title of the Work:

.....

Summary of the Work:

I hereby:

- 1. grant to Swinburne a permanent, irrevocable, royalty-free, non-exclusive licence to reproduce and communicate the Work to the public in *Bukker Tillibul*
- 2. release Swinburne from any and all claims or causes of action which may be pursued in respect of, or arising from, any exploitation of the Work
- 3. agree to have the author's name and a short biography of the author included in the online publication

I warrant that I own the copyright in the Work described above.

I warrant that I own all necessary rights to enter this agreement.

Signature:

Name:

Date: ...../...../.....

## **Explanatory Notes**

Clause 1:

- A "permanent" and "irrevocable" licence allows the article to remain in the journal on an ongoing basis
- A royalty free non exclusive licence reinforces that Swinburne is not taking any interest in the work, other than the right to include it in the journal. There is no assigning of rights in the work to Swinburne. The licence to use the work is non exclusive which means the owner (student) is not inhibited in any way from dealing with the work and receiving royalties in relation to the work.
- The insertion of the term reproduce ensures that there is no confusion in what is being granted. Reproduce and communicate have defined meanings within the Copyright Act [see next point].
- "Communicate" is given the specific meaning of "make available online" or "electronically transmit" under the Copyright Act. Swinburne needs permission to communicate the work if it is going to be published in an online journal.

## Clause 2:

• This clause protects Swinburne from any action in relation to exploitation of the work. In Clause 1 Swinburne has made it clear that it does not take any interest in a work published in the journal, apart from a right to publish it in the journal. The exclusive rights (copy, communicate, perform adapt and to receive royalties) associated with the work remain with the author/ owner, therefore *liability associated with those rights should remain with the author/ owner*.

## Moral rights:

Section 8 of the Swinburne Copyright Policy provides "Swinburne respects the moral rights of all authors of copyright material as well as those of its staff and students."

- Moral rights consist of the right to be correctly attributed as the author of a work and the right of integrity of authorship (the right not to have your work treated in a derogatory manner). These are statutory rights expressed in the Copyright Act.
- Moral Rights exist additionally to other exclusive rights. This means where an author sells their work to another (eg publisher), they still have the right to be correctly attributed as the author, and to the integrity of their work.