

Assignment of Copyright

Deakin Papers on International Business Economics

This Agreement is dated 200 , and made between:

Deakin University

ABN 56 721 584 203 a body politic and corporate established pursuant to the *Deakin University Act 1974* of Geelong, Victoria, 3217, through *Deakin Papers on International Business Economics* in the Faculty of Business and Law ("Publisher")

and

The person whose name and address are set out in Part 1 of the Schedule to this Agreement

("Author")

Background

- A. *Deakin Papers on International Business Economics* is an online journal published by the Publisher through its Faculty of Business and Law ("Journal").
- B. The Author has submitted the literary work written or otherwise created by the Author the title and other details of which are set out in Part 2 of the Schedule to this Agreement ("Work") for publication in the Journal.
- C. In order to achieve dissemination and protection of the Work published in the Journal, the Author agrees to assign copyright in the Work on the terms of this Agreement.

Agreement

1. Assignment

Subject to the terms of this Agreement and in consideration of the Publisher agreeing to publish the Work in the Journal, the Author assigns to the Publisher absolutely the entire copyright subsisting in the Work worldwide.

2. Publication

2.1 The Publisher shall prepare and publish the Work and reserves the right to make such editorial changes as may be reasonably necessary to:

- (a) make the Work suitable for publication; or
- (b) avoid infringing third party rights or the law, and the Author consents to the Publisher making such editorial changes even where they infringe the moral rights of the Author.

2.2 The Publisher reserves the right not to proceed with publication for whatever reason by giving notice in writing to the Author.

3. Moral Rights

The Author retains the personal rights known as "moral rights", as described in Part IX of the *Copyright Act 1968 (Cth)* in the Work, which include:

- (a) the right to be identified as the author of the Work whenever and wherever the Work is published;
- (b) subject to **clause 2.1**, the right to prevent any alteration or use of the Work in such a way that harms the reputation of the Author; and
- (c) subject to **clause 2.2**, the opportunity for the Author to be involved and fully informed of the Publisher's final publication of the Work, including a right to a copy in print or digital form of the Work in the form it is published by The Publisher.

4. Licence for Educational and Research purposes

The Author retains the right to a perpetual, royalty-free licence to use the Work for educational and research purposes, but not for any commercial purposes, provided that the following acknowledgement accompanies such use:

© *Deakin Papers on International Business Economics* published by Deakin University through its Faculty of Business and Law

5. Warranties and Indemnity

5.1 The Author warrants that:

- (a) the Author has a right to assign copyright in the Work;
- (b) the Work is original and does not infringe the rights of any third party;
- (c) the Author has secured written permission from the appropriate copyright owner or authorities for any reproduction in the Work of any text, illustration or other material;
- (d) to the best of the Author's knowledge, the Work contains nothing which is defamatory;
- (e) the Author has not encumbered by way of assignment, licence or otherwise, the Author's title to copyright or right in the nature of copyright in the Work, and
- (f) the Author has not at the time of submitting the Work, published it, or submitted it for consideration or publication by any other publisher, nor will the Author do so

5.2 The Author indemnifies the Publisher against any loss, injury or damage (including any legal costs or expenses properly incurred) suffered by the Publisher as a consequence of any breach by the Author of the warranties in **clause 5.1**, even if unknown to the Author.

6. Author's Termination

The Author has the right to terminate this Agreement upon written notice to the Publisher, where the Publisher exercises its right under **clause 2.2**, and the exercise by of that right operates to assign back to the Author absolutely the entire copyright subsisting in the Work worldwide.

7. Notice

7.1 A party giving notice under this Agreement must do so in writing. The details for service of the parties are as set out in Part 1 (for the Author) and Part 3 (for the Publisher) of the Schedule to this Agreement, unless a party has given notice in writing of a change in those details.

7.2 A notice given for any purpose under this Agreement is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, 3 days after the date of posting;
- (c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the total number of pages of the notice unless, within 8 Business Hours after that transmission, the recipient informs the sender that it has not received the entire notice.

8. Entire Agreement

This Agreement:

- (a) constitutes the entire agreement between the parties as to its subject matter;
- (b) supersedes all prior understandings or agreements between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party in connection with that subject matter;
- (c) may only be altered or varied in writing signed by the parties;
- (d) where there is more than one Author, binds them all jointly and severally.

9. Severability

Part or all of any clause of this Agreement that is illegal or unenforceable will be severed and the remaining provisions of this Agreement will continue in force.

10. Waiver

The failure of either party at any time to insist on performance of any provision of this Agreement or to fail to exercise a right under this Agreement is not a waiver of its right at any later time to:

- (a) insist on performance of that or any other provision of; or
- (b) exercise that or any other right under, this Agreement.

11. Governing Law

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

THE SCHEDULE

Part 1

The Author(s)
Name:
Address:

Part 2

The Work:
Title:
Other details if any:

Part 3

Address for service of the Publisher
Name: Deakin University
Attention: The Editor, DPIBE
Address: Deakin Business School
221 Burwood Highway
Burwood
Victoria 3125
Facsimile: +61 3 9244 5040

Executed as an Agreement

Signed for and on behalf of **Deakin University** by its duly authorised officer in the presence of:

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Signature of authorised officer

.....
Signature of witness

.....
Name of authorised officer (block letters)

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Name of witness (block letters)

.....
Office held

Signed by the **Author** in the presence of:

)
)

Signature

.....
Signature of witness

.....
Name of witness (block letters)