

Deakin Publishing Licence Terms and Conditions

1. Definitions and Interpretation

Definitions

- 1.1 Unless inconsistent with the context when used in this Agreement the following capitalised words and phrases have the following meanings:
- (a) **Agreement** means the agreement constituted by the Publication Approval Form and these Deakin Publishing Licence Terms and Conditions.
 - (b) **AI Tool** means any software, system or model that uses machine learning, large language models, generative algorithms or similar techniques to generate, analyse or assist in creating text, data, images or other content.
 - (c) **Author** means the individual or individuals identified as Author of the Work in the Publication Approval Form.
 - (d) **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.
 - (e) **Deakin** means Deakin University ABN 56 721 584 203 of 1 Gheringhap Street, Geelong, Victoria, Australia 3220.
 - (f) **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.
 - (g) **Journal** means the Deakin journal or publication identified in the Publication Approval Form.
 - (h) **Licence** means the licence granted to Deakin by this Agreement.
 - (i) **Publication Approval Form** means the form or document attached to or linked to these Deakin Publishing Licence Terms and Conditions pursuant to which You, the Author(s), the Work and the Journal are identified.
 - (j) **We** and **Us** means Deakin.
 - (k) **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 Publication Approval Form.
 - (l) **You** and **Your** means the person identified as Author or as the Author's authorised attorney in the Publication Approval Form and if more than one each of them individually and collectively.

Interpretation

- 1.2 In this Agreement, unless the context requires otherwise, a reference to:
- (a) a clause or schedule, is a reference to a clause of or schedule to this Agreement.
 - (b) 'this Agreement' includes any schedules and attachments to this Agreement including the Publication Approval Form.
 - (c) a document or agreement, including this Agreement, includes a reference to that document or agreement as novated, altered or replaced from time to time.
 - (d) a person, includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority.
 - (e) 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.
 - (f) writing includes typewriting, printing, photocopying and any other method of representing words, figures or symbols in a permanent visible form.
 - (g) the word 'include' or 'including' is to be interpreted without limitation.
 - (h) the singular includes the plural, and the plural includes the singular; and
- 1.3 If a word or phrase is given a defined meaning, other grammatical forms of that word or phrase have a corresponding meaning.
- 1.4 Headings are for reference only and do not affect the meaning of this Agreement.
- 1.5 This Agreement may not be interpreted adversely to a party only because that party was responsible for preparing it.

2. Licence

- 2.1 The Author hereby grants to Deakin a non-exclusive, worldwide, perpetual, irrevocable, royalty free licence to:
- (a) 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;
 - (b) 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;
 - (c) make the Work available under a Creative Commons licence (including, at Deakin's discretion, a CC BY or equivalent licence).
 - (d) convert the Work into any format, including audio.
 - (e) exploit all subsidiary rights that exist or may exist in the future in the Work including in relation to metadata.
 - (f) include electronic links from the Work to any third-party material; and
 - (g) licence third parties to do any or all of the above.

- 2.2 Deakin will credit the Author as the original creator and author of the Work.
- 2.3 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.
- 2.4 Deakin is not required to consult with the Author in relation to corrections, changes or adaptations (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. By this Agreement the Author provides an express consent under Part IX of the Copyright Act 1968 (Cth).
- 2.5 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.
- 2.6 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, including in the event of receipt of a credible infringement complaint.
- 2.7 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.
- 2.8 Except as herein expressly provided nothing in this Agreement shall affect the ownership of the Intellectual Property in the Work.

3. AI Use and Disclosure

- 3.1 You must not submit any Work that is substantially generated by an artificial intelligence tool(s), including generative AI systems (**AI tools**), copyediting and proofreading excepted.
- 3.2 Without limiting Clause 3.1, if AI tools have been used in the preparation of the Work You must disclose that use to Deakin in writing at or prior to submission of the Work and You represent, warrant and agree that:
- (a) any use of AI tools is and was consistent with accepted academic and publishing standards;
 - (b) the publication of the Work will not infringe the terms of use of the AI tools used; and
 - (c) You retain full responsibility for the accuracy, originality and integrity of the Work.

4. Warranties

- 4.1 You warrant that:
- (a) except as disclosed to Deakin under clause 3.2 (if applicable):
 - (i) the Work is the original work of the Author(s) and has not been copied (in whole or in part) from any other work or material, or any other source.
 - (ii) the Author(s) is/are the sole author(s) of the Work.
 - (iii) no person or persons other than the Author(s) has been involved in the creation of the Work or entitled to claim any authorship of the Work.

- (b) You for yourself and on behalf of all Authors is duly authorised in writing to enter into this Agreement.
- (c) The Author(s) is/are the sole, unencumbered absolute legal and beneficial owner(s) of all Intellectual Property Rights in the Work (or the Author(s) have obtained the necessary assignments or licences required to authorise for publication under this licence).
- (d) to the best of your knowledge the Work has not previously been published (in whole or in part).
- (e) the Work (including all embedded images, datasets, graphs, and third-party materials) does not infringe the Intellectual Property, moral rights or any other right of any third party.
- (f) 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.

4.2 You represent and undertake that to the best of Your knowledge:

- (a) the Work does not contain material that is obscene blasphemous, libellous, obtained directly or indirectly in breach of confidence or is otherwise objectionable.
- (b) 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.
- (c) all information You have supplied to Us under this Agreement is accurate.

4.3 The Author indemnifies and holds harmless Deakin against any claim, loss, damage or expense arising from any breach of the undertakings, representations and/or warranties hereinbefore made by or on behalf of the Author in relation to the Work.

5. Privacy

5.1 The parties will comply with all applicable privacy legislation in the performance of this Agreement.

5.2 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.

Governing Law

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