



## COPYRIGHT LICENCE

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## **THIS IS AN AGREEMENT BETWEEN:**

The contributing artist(s) (**artist**)

## **AND**

THE AUSTRALIAN COUNTRY WOMEN'S ANTHOLOGY, a sole proprietorship owned and operated by LUCY KIRK, ABN: 76 530 575 848 (**Licensee**)

## **THE ARTIST AND LICENSEE AGREE:**

### **1. What permission is the Artist giving the Licensee?**

- 1.1. The Artist owns copyright in their contributed artworks, designs or images included in the Australian Country Women's Anthology.
- 1.2. The Artist grants the Licensee a non-exclusive, royalty-free, worldwide license to use, reproduce, distribute and publicly display the Works as specified in this agreement. This License is granted solely for the purpose of the project and shall be limited to the terms and conditions set forth herein.
- 1.3. The Artist can continue to use the Works for the Artist's portfolio or self-promotion.

### **2. Entry conditions**

- 2.1. The Artist's contributed Works must be original and must not have been previously published or subject to any prior copyright claims.
- 2.2. Entries may be submitted on behalf of a deceased person, provided that the submitter holds the necessary rights and permissions to do so.
- 2.3. The Artist must comply with the submission guidelines and any additional requirements specified by the Licensee.

### **3. How will the Works be attributed or altered?**

- 3.1. When using the Works, the Licensee must credit the Artist as specified by the artist on the online submission form.
- 3.2. The Licensee must not change the Works (or any version of the Works) without the Artist's prior written consent, unless the Artist has given permission in the online submission form for changes to be made.

### **4. How will Indigenous Cultural and Intellectual Property in the Works be treated?**

- 4.1. The Artist must specify in the online submission form if the Works embody any Indigenous Cultural and Intellectual Property (**ICIP**) (for example, the traditional languages, knowledge, stories or practices of Australian Aboriginal or Torres Strait Islander communities).

4.2.If the Works embody ICIP (as specified by the Artist in the online submission form), the Licensee must not do or allow anything to be done that may denigrate or damage that ICIP, or help anyone else to do so.

**5. What are the warranties (promises) and indemnities?**

5.1.The Artist represents and warrants that the Works do not infringe upon the intellectual property rights of any third party and agrees to indemnify and hold the Licensee harmless from any claims, damages, or liabilities arising from an infringement of third-party rights related to the Works.

5.2.The Artist and the Licensee each indemnify the other for all losses, liabilities, claims and expenses (including reasonable solicitor-client legal expenses) caused by their breach of the warranty in clause 5.1.

5.3.The Licensee acknowledges and respects the moral rights of the Artist, including the right to attribution and the right to object to any derogatory treatment of the Works that may harm the Artist's honour or reputation.

5.4.Notwithstanding any provision to the contrary, the Licensee will not be liable for any indirect, incidental, or consequential damages arising from the use of the Works.

**6. What are the payment terms?**

6.1.The Artist gives the Licensee royalty-free permission to use the Works as specified in this agreement, including but not limited to, upfront payments and/or royalty payments.

**7. What are the requirements for record-keeping?**

7.1.The Licensee must keep adequate records of all dealings with the Artist and about the Licensee's use of the Works. The Artist may request, inspect or take copies of all or any part of these records at any time during business hours on reasonable notice. Subject to this clause, the inspection by any external party is at the Artist's cost.

7.2.The Licensee must provide a copy of the records within 7 days of a request by the Artist, provided that the Licensee is not required to make the same records available to an Artist more than once every 30 days.

7.3.If inspection of the Licensee's records under clause 7.1 reveals any error to the benefit of the Artist, the Licensee must pay:

- a. all reasonable costs actually incurred by the Artist in carrying out the inspection; and
- b. the amount owing to the Artist plus interest on late payments at the Interest Rate on Late Payment specified in the Schedule.

**8. Selection and notification**

8.1.The Licensee will review and select Work submitted by the Artist according to the criteria specified in this agreement.

8.2.If the Artist's work is selected for inclusion the artist will be notified in writing within 30 days of the final selection decision. Upon such notification this agreement will become effective and the terms and conditions specified herein will apply to the selected works.

8.3.If the artists work is not selected, the licensee will not be obligated to notify the artist. In such cases this agreement will be deemed null and void and no rights or Will arise under this agreement with respect to the non-selected works.

8.4.The licensee shall have no obligation to use, publish or otherwise act upon any works that are not selected and no compensation royalties or further considerations will be provided to the contributing author for non-selected works.

## **9. Selection criteria**

9.1.The purpose of the selection criteria is to ensure that the works selected for inclusion meet the Licensee's standards and align with the intended goals of the project. The criteria are designed to evaluate the quality, relevance and suitability of each submission.

9.2.Works will be assessed based on the following criteria:

- a) Relevance: The work must align with the theme, objectives and requirements specified in the submission guidelines.
- b) Originality: The work should be original, unique, and not infringe on the intellectual property rights of others.
- c) Cohesion: The work should complement the other selected pieces in the anthology, contributing to a harmonious blend of styles, themes and tones that enhance the overall unity of the collection.

9.3.Each submission will be evaluated by a selection committee appointed by the licensee. The committee will review submissions based on the criteria listed above and make decisions based on a majority vote.

9.4.The licensee may provide feedback on submissions if deemed appropriate. The decision of the selection committee will be final and binding no further correspondence or explanation will be provided regarding the selection process.

9.5.All submissions and related discussions will be kept confidential, and the Licensee will not disclose any details regarding the selection process or criteria to third parties.

## **10. How can the Artist's name, likeness and biography be used?**

10.1.The Licensee may use and authorise others to use the Artist's name, approved likeness and approved biography in connection with use of the Works under this agreement.

## **11. How can this agreement be ended?**

11.1.The Artist may terminate this agreement immediately by written notice if the Licensee:

- a. breaches any term of this agreement;
- b. becomes insolvent, has a liquidator appointed, goes into administration (voluntary or otherwise), announces an intention to enter into, or has become subject to, a scheme of arrangement or a

personal insolvency agreement, is declared bankrupt, or ceases to carry on business or threatens to do so.

11.2. The enforcement of the right to terminate under clause 11.1.b is subject to any stay or limitation imposed by the *Corporations Act 2001* (Cth) from time to time.

11.3. On termination or expiry of this agreement, the Licensee:

- a. loses all rights granted under this agreement and must immediately stop exercising any rights in the Works, subject to clause 11.3.c;
- b. must provide to the Artist a statement of any uses of the Work to date, including for example, any stock on hand embodying the Work (and the details of any unauthorised uses of the Work); and
- c. other than for a termination under clause 11.1.a (where the Licensee must immediately cease any use of the Work), the Licensee may sell any item created under this agreement that is already in existence at the time of termination.

## **12. What about the Artist's cooling-off rights?**

12.1. The Artist is entitled to exercise cooling-off rights and may terminate this agreement:

- a. within 7 calendar days after entering the agreement; or
- b. or such longer period as is agreed between the parties.

12.2. The Licensee will not require the Artist to pay any fees, charges, penalties, compensation or other costs as a result of the Artist exercising cooling-off rights under clause 12.

## **13. How should disputes or disagreements be addressed?**

13.1. If there is a dispute or disagreement between the parties in connection with this agreement:

- a. one party must notify the other party in writing about the Dispute; and
- b. neither party can start any litigation or arbitration about the Dispute until the parties have taken the steps in this clause.

13.2. The parties must meet within 14 calendar days after a Notice of Dispute is received. At that meeting, the parties must discuss the Dispute and try to resolve it in good faith.

13.3. If the Dispute is not resolved within 28 calendar days after the Notice of Dispute is received, the parties must submit the Dispute to mediation according to the Arts Law Centre Mediation guidelines current at that time. These Guidelines are part of this agreement.

13.4. If the parties are not able to agree to a mediator, they must request the Arts Law Centre of Australia appoint a mediator.

13.5. The parties must continue to perform their obligations under this agreement despite the existence of a Dispute.

13.6. Nothing in this clause impacts either party's rights to terminate under clause 11 of this agreement.

#### **14. What else is part of this agreement?**

14.1. The Licensee must not give any of its rights or obligations under this agreement to another party (i.e., no sub-licensing).

14.2. The parties acknowledge that they are independent contractors and that nothing in this agreement creates any relationship of partnership or employment between the parties.

14.3. Any notices that the parties need to give under this agreement may be delivered by hand, sent by pre-paid post or sent by email to the usual business address or email address set out in this agreement. Notices are effective when delivered by hand, within 2 calendar days of being sent by pre-paid post, or when the email enters the recipient's mail server, whichever happens first.

14.4. This agreement is the entire agreement between the parties about its subject matter. All previous communication or conduct about this subject matter is replaced by this agreement and has no further effect.

14.5. This agreement may only be modified by a written amendment and agreed by both parties.

14.6. If a party delays or fails to exercise any right or remedy under this agreement, that is not a waiver or choice to abandon those rights or remedies. Rights or remedies under this agreement can only be waived in writing, signed by the party waiving the right or remedy.

14.7. A person signing this agreement on behalf of a party to the agreement warrants, by that signing, that they have all the necessary authority from that party to sign this agreement on their behalf.

14.8. The Artist acknowledges that this Agreement is entered into with the licensee as specified in this agreement, and agrees that in the event the Licensee transfers or restructures its operations into a separate legal entity (including but not limited to a company or trust), all rights and obligations under this Agreement shall transfer to, and be enforceable by, such successor entity. The Artist expressly consents to such assignment and agrees that the successor entity may publish and distribute the submitted work(s) under the same terms and conditions as set out in this Agreement.