

PUBLISHING DEED

Basic Details

Person making the Deed:	Name of author:..... Address: (You).
	Note: if more than one author, insert names and addresses of all
Deed made in favour of:	The University of Melbourne of Grattan Street, Parkville, Victoria 3010, Australia (University).
Purpose of the Deed:	This Deed sets out the terms on which you permit the University to use or publish your Work. If there is more than one author of the Work, the terms of the Deed apply to you both separately and together.

Terms of Deed

1	Which “Work”?	In this Deed, the “Work” means Note: insert description of the work that is the subject of this deed.
2	How long does this Deed last for?	This Deed starts on the day that it is signed by you and continues indefinitely.
3	What licence are you giving the University?	You grant the University a non-exclusive, world-wide, irrevocable, royalty free and perpetual licence to: (a) reproduce the Work, publish the Work and communicate the Work to the public; (b) edit and make minor adaptations to the Work (and reproduce, publish and communicate to the public such edited and adapted Work); (c) use abstracts of the Work for any purpose and in any manner (including, but not limited to, advertising and

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		<p>indexing); and</p> <p>(d) sub-license the University's rights under this Deed to others including this right of sub-license.</p>
4	What will you get?	<p>The University has no obligation to publish your Work, however, if it does, the University will give you one copy of the published Work or one copy of the compilation in which the Work appears.</p> <p>You will be acknowledged as the author of the Work if it is reproduced by the University.</p> <p>You will get no royalties or fees from the University or anyone else for the grant under this Deed. If any royalties or fees are payable for the Work, they will belong to the University.</p>
5	What do you warrant and agree?	<p>You warrant that:</p> <p>(a) you own copyright in the Work except where granted to the University in this Deed or as provided below;</p> <p>(b) if you have used another person's copyright work in your Work, you have obtained their written permission to do so and to sub-licence that copyright for the purposes of this Deed (and if this is the case, you agree that you will provide the University with a copy of this permission);</p> <p>(c) the licence granted in this Deed and the use of the Work as contemplated by this Deed will not breach any person's intellectual property rights;</p> <p>(d) the Work has not previously been published or submitted for publication and will not be published or submitted for publication before it is published by the University;</p> <p>(e) to the best of your knowledge, the Work does not contain anything which is false, defamatory, unlawful, misleading or deceptive.</p> <p>You agree to acknowledge the Melbourne Journal of Politics as being the first place of publication wherever the Work is subsequently published or reproduced by using words similar to: "This article was first published in the Melbourne Journal of Politics in November 200X".</p>
6	Who owns copyright?	<p>You own copyright in the Work. If there is any separate copyright in any published version of the Work, this is owned by the University.</p>
7	Can this Deed be changed or a right waived?	<p>A term of, or a right granted by, this Deed cannot be waived or changed except in writing signed by both parties.</p>
8	What happens if	<p>If a term is invalid or illegal, it can be deleted from the Deed without</p>

	a term is invalid?	affecting the validity of any other term of the Deed.
9	What if you breach the Deed?	You acknowledge that if you breach a term of this Deed, monetary damages may be an insufficient remedy and that, in addition to any other remedy available, the University is entitled to injunctive relief to prevent you breaching this Deed and to compel you to specifically perform your obligations.
10	Indemnity	You indemnify the University against all costs, losses or damages that may be incurred by the University as a direct or indirect result of your breach of this Deed.
11	Governing law	The law of Victoria applies to this Deed. You agree that if there is any dispute in connection with this Deed, you will agree to a Victorian court hearing the matter.

EXECUTED as a Deed

Signed, sealed and delivered by [insert name of author]

Signature:	
Date:	
Witness name:	
Witness signature:	