**Department of Education**

**Copyright Consent to use Existing Resource in Language Program**

**GIVEN BY:**

|  |  |
| --- | --- |
| Name  |  |
| Address  |  |
| Nation |  |
| “**I**” or “**me**” or “**Copyright Owner**”Where there is more than one Copyright Owner, all references to “I” and “me” are to be read as “**We**” and “**Us**”. |

**TO:**

|  |
| --- |
| State of Queensland represented by the Department of Education acting through the School named in clause 1 |
| “**the School**” |

 **The Language Program**

1. The [name of school] (the **School**) and the [name of Language Owners] (the **Language Owners**) have co-designed a program to teach [name of language] to students in grade [name grades, e.g. years 6-9] (the **Language Program**).
2. The School has identified the following resource or resources for use as a teaching and learning resource in the Language Program and/or adaptation into a new teaching and learning resource in the Language Program:

|  |  |
| --- | --- |
| Name/title of Resource:(**the Resource**) |  |
|  |  |
| Author/creator: |  |
| Publisher:  |  |
| Year of publication (if known) |  |

 *\*If there is more than one resource, please list each resource in the table provided in the Schedule.*

1. I am the copyright owner of the Resource described above, or, the Resources listed in the Schedule. The School seeks my permission to use (and allow others to use) the Resource, including the language or other knowledge or culture contained in the Resource, as part of the Language Program.

**Benefits**

1. In consideration of the licence granted under this deed, the School agrees to provide the following benefits:
	1. If the School adapts the Resource into a new teaching and learning resource, then a copy of the new teaching and learning resource free of charge; and
	2. Permission to use the new teaching and learning resource or resources, as appropriate, for my own non-commercial purposes.
	3. The School will pay me $\_\_\_\_\_\_\_\_\_ (inclusive of GST) (**the Fee**), into the bank account below within thirty (30) days of receipt of an invoice for payment:

|  |  |
| --- | --- |
| Bank:  |  |
| Account name: |  |
| BSB:  |  |
| Account number: |  |

1. I will invoice the School on or after signing this deed.

**Copyright Licence**

1. I warrant that I am the copyright owner of the Resource(s) or part of the Resource(s). Where I am not the only owner of copyright in the Resource, I have indicated in the Schedule.
2. In consideration of the Fee, I grant the School a non-exclusive, royalty free, irrevocable, worldwide licence in perpetuity and in all media, to use the Resource(s) for the purposes of the Language Program (and to sub-licence these rights to third parties) in the ways described below:
	1. make copies of the Resource available to students, teaching staff at the School and language instructors engaged by the School;
	2. make copies of the Resource available to students, teaching staff and language instructors at the following additional schools [insert details];
	3. permit students to use the Resource to create new material for learning purposes as part of the Language Program;
	4. permit students to perform the Resource in public;
	5. edit and adapt the Resource into a new teaching and learning resource; and
	6. publish the Resource but only to the extent it is incorporated into the new teaching and learning resource.
3. I understand that if the School wishes to use the Resource for any other purposes not described in this deed, including commercial purposes, that they must seek my written permission.

**Moral Rights**

1. The School will attribute me as the Copyright Owner of the Resource using the information supplied on the first page of this deed unless otherwise indicated by me. I will let the School know (by giving notice in writing) if I do not wish to be attributed.

**Use of language, knowledge or culture in the Resource**

1. The School is committed to protecting and upholding the rights of Aboriginal peoples and Torres Strait Islander peoples to their languages, knowledge and culture. The School will follow the Department of Education’s *Indigenous Cultural and Intellectual Property Protocol for teaching of Aboriginal languages and Torres Strait Islander languages* (**the Protocol**), which will guide the use of the Resource in the Language Program.

*Authorisation from Aboriginal custodian or Torres Strait Islander custodian of language, knowledge and culture*

1. The Resource contains the language knowledge or other knowledge (e.g. of plants and animals), culture (stories, songs, artwork, and/or photographs), which belongs collectively to me, my family, group, clan or nation. We are the owners and custodians of this language, knowledge or culture and have the right to speak for it, control how it is used, and protect it.
2. The School seeks my permission to use (and allow others to use) the language or other knowledge or culture contained in the Resource as part of the Language Program and as described in the licence in clause 7.
3. The School has explained to me that the language, knowledge or culture contained within the Resource may be made available and visible to a large number of people e.g. storing copies in archives.
4. I have the cultural authority (including permission from traditional owners where required by cultural protocol or customary law) to grant the permission to the School to use this Resource for the purposes outlined in this deed.
5. I agree that there is nothing in the communally owned cultural knowledge in the Resource which is culturally inappropriate to share or which is likely to offend any Aboriginal or Torres Strait Islander person or community.

*Attribution*

1. When using the Resource, the School must also attribute the [insert language group or relevant owners or custodians] whose language, knowledge or culture is contained in the Resource, according to the information supplied below:

|  |  |
| --- | --- |
| Name: |  |
| Nation: |  |
| Any other details:  |  |

1. The School will provide a notice on the resource/s in accordance with the Protocol.

*Cultural Mourning Protocol*

1. In the event of my passing, once notified the School can consult with my Nominated Representative about whether a cultural mourning protocol applies to the use of my name, image, voice or biographical information and how this can best be respected if the Resource or new language resource/s contains any of these.
2. My Nominated Representative is:

|  |  |
| --- | --- |
| Name: |  |
| Email: |  |
| Phone:  |  |
| Relationship to me: |  |

1. If no Nominated Representative details are provided at clause 13 above, the School will follow the Protocol. This may include placing audience warnings on New Language Resources.

**My agreement**

1. I agree to the School’s use of the Resource in the Language Program on the terms and conditions of this deed.
2. I own or have been granted all rights and interests in the Resource necessary to grant the licences to the Department under this deed. The Resource is original and does not infringe the rights of any third party (including copyright and other intellectual property rights).
3. **EXECUTED AS A DEED:**

|  |
| --- |
| SIGNED, SEALED AND DELIVERED by State of Queensland represented by the Department of Education (acting through [insert name of school]) ABN [insert number] through its authorised representative: |
| Signed by Authorised Signatory | Signed by Witness or Authorised Signatory |
| Name of Authorised Signatory | Name of Witness or Authorised Signatory |
| Date | Date |
| SIGNED, SEALED AND DELIVERED by the Copyright Owner [insert name]: |
| Signed by Copyright Owner | Signed by Witness |
| Name of Copyright Owner | Name of Witness |
| Date | Date |

|  |
| --- |
| SIGNED, SEALED AND DELIVERED by the Copyright Owner [name]: |
| Signature | Signed by Witness |
| Name | Name of Witness |
| Date | Date |

**SCHEDULE – LIST OF RESOURCES THIS COPYRIGHT CONSENT RELATES TO**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Name of Resource** | **Copyright Owner(s)** | **Author/Creator (if different to copyright owner)** | **Publisher** | **Year of Publication** | **Any other details** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |