**Department of Education**

**Cultural Consent to Use Existing Resource in Language Program**

**GIVEN BY:**

|  |  |
| --- | --- |
| Name (person)  |  |
| Organisation (if relevant) |  |
| Address  |  |
| Language Group |  |
| “**I**” or “**me**”If multiple people are named in this deed, all references to “I” or “me” are to be read as “**we**” or “**us**”. |

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

**TO:**

 **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: |  |
| Copyright owner: |  |
| Publisher:  |  |
| Year of publication (if known): |  |

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

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

1. The Resource contains the language knowledge or other knowledge or culture which either:
	1. belongs to me, my family, language group, clan or nation; or
	2. belongs to the language group, clan or nation represented by the organisation I am authorised to enter into this deed on behalf of.

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.

1. 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 for this purpose to:
	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.
2. The School has explained to me that the Resource, including the language, knowledge or culture contained within it, may be available and visible to a large number of people e.g. storing copies in archives.
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 first obtain written consent from me or the organisation I represent.
4. 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, unless the School and I have agreed to something in this deed that is different to the Protocol.

**If the Resource is used as source material for a new teaching and learning resource**

1. I understand that the School (or its employees or contractors) may use the language and culture knowledge in the Resource and adapt it, to create a new teaching and learning resource. If the School does this, I will not own any right, title or interest in the new teaching and learning resource.
2. I understand that the School will consult with me and show me a final version of the new teaching and learning resource or resources which are produced using the Resource, before they are published. This is so that I, or the Aboriginal people or Torres Strait Islander people my organisation represents, have the opportunity to give feedback on the new teaching and learning resource/s including in relation to spelling and grammar.

**Attribution**

1. When using the Resource, the School will attribute me and/or any other relevant owners or custodians of the language, knowledge and culture in the Resource according to the information supplied below:

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

1. I will let the School know (by giving notice in writing) if I do not wish to be attributed.
2. The School will provide a notice on the resource/s in accordance with the *Protocol,* unless a protocol for attribution has been agreed between the School and the Language Owners.

**Benefits**

1. I, or my organisation, will receive the following benefits in exchange for my permission to the School’s use of the Resource:
	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 non-commercial and cultural maintenance purposes.

**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: |  |
| Address: |  |
| Email: |  |
| Phone:  |  |
| Relationship to me: |  |

1. If no Nominated Representative details are provided at clause 15 above, the School will follow the Department of Education’s *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. 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.
2. I agree that there is nothing in the language, knowledge or culture in the Resource which is culturally inappropriate to share or which is likely to offend any Aboriginal or Torres Strait Islander person or community. The Resource is suitable to be shared with a wide audience, including the non-Indigenous students of the Language Program.
3. I promise to disclose to the School, to the best of my knowledge, if there is anything which may affect or restrict how the Resource should be used and distributed.

**EXECUTED AS A DEED:**

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| 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 |

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

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

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

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