

**Department of Education**

**Language and Culture Specialist: Permission to Record**

**GIVEN BY:**

|  |  |
| --- | --- |
| Name |  |
| Address |  |
| Community |  |
| “**I**” or “**me**” or “**Language and Culture Specialist**”  Where there is more than one Language and Culture Specialist, 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. I have been asked to share my language and culture knowledge for use in the Language Program.
3. I agree to the School and its employees or contractors, recording my language and culture knowledge for use in the Language Program on the terms of this Language and Culture Specialist Release.

**Protocols to protect Aboriginal and Torres Strait Islander Cultural and Intellectual Property**

1. I understand that the School is committed to protecting and upholding Aboriginal peoples’ and Torres Strait Islander peoples’ rights 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 my language and culture knowledge in the Language Program, unless the School and I have agreed to something in this deed that is different to the Protocol. I have been given an explanation of the Protocol and/or a copy of the Protocol, before signing this Language and Culture Specialist Release.

**Permission to record**

1. I agree to share my language and culture knowledge with the School or its representatives for the purpose of allowing the School to create teaching resources for the Language Program.
2. I give the School permission to film, record, photograph or otherwise make a record of my name, voice, image, biographic information, language knowledge, and other cultural knowledge I choose to share.
3. I give the School permission to make audio recordings, audio-visual recordings, transcripts of my words and any other written notes of my discussion with them. Collectively, these will be referred to as the **Recordings**.

**Ownership of the Recordings**

1. [***Option 1*** – only one Language and Culture Specialist appears in the Recordings]

I understand that I own copyright in the Recordings. The School hereby assigns all right, title and interest in the Recordings to me, subject to clauses 10 and 11 (below).

[***Option 2*** – there are two or more Language and Culture Specialists appearing in the **same** Recording]

We understand that we, the Language and Culture Specialists named at the top of this Deed, jointly own copyright in the Recordings in equal shares. The School hereby assigns all right, title, and interest in the Recordings to us in equal shares, subject to clauses 10 and 11 below.

1. I understand that my language group will retain rights to any communally owned cultural knowledge including language knowledge used or referred to in the Recordings.

**Use of the Recordings**

1. I give the School a non-exclusive, royalty free, irrevocable, worldwide licence in perpetuity and in all media, to use, edit and adapt the Recordings including to use the Recordings:
   1. as language and culture teaching resources for use in the Language Program; and
   2. to adapt the Recordings and the language and cultural knowledge contained in the Recordings to create a new language and culture teaching resource for use in the Language Program.
2. I consent to the long-term storage and archiving of the Recordings with the School, or at an external location by deed with the School. I understand that the School will archive the Recordings and any other supporting information or material in accordance with the Protocol, unless otherwise agreed in writing with the Language Owners.
3. I understand that if the School adapts the Recordings into a new teaching and learning resource, then the School will be the copyright owner of all right, title and interest in the new teaching and learning resource.
4. I understand that if the School wishes to use the Recordings for any other purpose than to create the teaching and learning resources, including commercial purposes, that they must seek my written permission to do so.

**How the teaching and learning resources will be used**

1. I understand that the teaching and learning resources may be used in the Language Program in the following ways:
   1. The teaching and learning resources will be used by students and teachers at the School; and
   2. If the School and the Language Owners agree, and the Language Owners give their permission in writing, the teaching and learning resources may be:
      1. shared with other Department of Education schools in Queensland;
      2. published, or shared online. This means they could have a worldwide audience.

**Involvement and Consultation**

1. I understand that the School will consult with me and show me a final version of the teaching and learning resources which are produced using the Recordings before they are published. This is so that I have the opportunity to give feedback on the teaching and learning resources and make suggestions for editing and amending the teaching and learning resources. This includes an opportunity to provide feedback on any spelling or grammatical errors made in the Recordings or in the teaching and learning resources produced from the Recordings.
2. The School will use its best endeavours to consult with me and involve me regarding the ongoing and future use of the teaching and learning resources which are produced using the Recordings.

**Benefits for the Language and Culture Specialist**

1. I will receive the following benefits in exchange for sharing my language and culture knowledge with the School, and participating in the Language Program:
   1. Payment of $[amount] per hour/ $[amount] per half day/ $[amount] per full day into the bank account nominated by me. The School will pay this amount to me once I provide my ABN and issue the School a valid invoice;
   2. A copy of the Recordings free of charge;
   3. Permission to use the teaching and learning resources for my own non-commercial cultural maintenance use; and
   4. [include any other agreed benefits].

**Attribution**

1. When using the Recordings, and in teaching and learning resources that incorporate the Recordings, the School will also attribute my language group to acknowledge that our language, knowledge and culture is communally owned. If this group is different to the Language Owners, I have indicated below.
2. When using the Recordings, and in teaching and learning resources that incorporate the Recordings, the School will attribute me for sharing my knowledge and as the copyright owner of the Recordings, using the information supplied below:

|  |  |
| --- | --- |
| Name: |  |
| Language Group: |  |
| 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 Recordings and the resource/s in accordance with the Department of Education’s Protocol.

**My promises**

1. I have the cultural authority (including permission from traditional owners where required by cultural protocol or customary law) to share my language and cultural knowledge and to grant the permission to the School to use the Recordings for the purposes outlined in this deed.
2. The School has explained that the teaching and learning resources produced from my Recordings may be available and visible to a large number of people e.g. incorporated into published materials or held in archives. I confirm that it is suitable to share my language and culture knowledge with a wide audience, including non-Indigenous students of the Language Program.
3. I agree that there is nothing in my language or culture knowledge that I am sharing which is culturally inappropriate to share or which is likely to offend any Aboriginal or Torres Strait Islander person or community.
4. I promise to disclose to the School, to the best of my knowledge, if there is anything which may affect or restrict how my language or culture knowledge should be used and shared.

**Succession and Cultural Mourning Protocol**

1. In the event of my passing, once notified the School can consult with my Nominated Representative about use of the Recordings and advise the School as to whether a cultural mourning protocol applies to the use of my name, image and voice, biographical information and how this can best be respected.
2. My Nominated Representative is:

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

1. If no Nominated Representative details are provided at clause 27 above, the School will follow the Protocol. This may include placing audience warnings on the Recordings and any resources containing the Recordings.

**EXECUTED AS A DEED:**

|  |  |
| --- | --- |
| SIGNED, SEALED AND DELIVERED by the 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 |
| Name of Authorised Signatory | Name of Witness |
| Date | Date |

|  |  |
| --- | --- |
| SIGNED, SEALED AND DELIVERED by the Language and Culture Specialist: | |
| Signed by Language and Culture Specialist | Signed by Witness |
| Name of Language and Culture Specialist | Name of Witness |
| Date | Date |