

UNIVERSITY OF SOUTH AUSTRALIA

TRANSFER OF COPYRIGHT

THIS DEED is made on the day of 200

BETWEEN: University of South Australia, a body corporate by virtue of the University of South Australia Act, 1990, as amended, of North Terrace Adelaide SA 5000

AND: *[Name of Assignor]* of *[Address]* ('the Assignor')

RECITALS

- A The Assignor is the absolute owner of the entire unencumbered copyright in the Works described in Schedule 1 ('the Work')
 - B The Assignor wishes to assign such ownership of the copyright in the Works to the Assignee, who wishes to accept such assignment upon the following terms.
 - C A work made for hire is a work: (a) prepared by an employee of the University of South Australia within the scope their employment; or (b) specially ordered or commissioned by the University pursuant to a written agreement; or (c) created under a sponsorship/contractual agreement with a third party with copyright provisions defining the ownership of copyrights.
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Author warranties

- 1. The Assignor warrants that:
 - (a) the work submitted is original, has been written by the stated author(s) and has not been published elsewhere;
 - (b) the Work does not infringe the rights of any third person;
 - (c) to the best of the Assignors knowledge the work contains no libellous or other unlawful statements and does not contain any materials that violates any personal or proprietary rights of any other person or entity;
 - (d) permission has been obtained from copyright owners for any excerpts from copyrighted works that are included and all sources in the work have been credited;
 - (e) all co-author(s) have been advised of the terms of this copyright transfer and they agree to my signing on their behalf as their authorised agent.
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Moral Rights

- 2. The Assignee must ensure that the Works are not subjected to any treatment which will infringe the moral rights of the Assignor.
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Indemnity

3. The Assignor indemnifies the Assignee against any and all claims, demands, losses, damages and costs that the Assignee incurs or may incur as a result of a breach by the Assignor of the Assignor's obligations and warranties in this assignment
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General Terms of Publication

4. The parties acknowledge that the following rights are retained by the author(s):
 - (a) Patent and trademark rights and rights to any process or procedure described in the Works.
 - (b) The right to include the Works in full or in part in a thesis or dissertation provided that this is not to be published commercially.
 - (c) The right to photocopy or make electronic copies of the Works for personal use, including for their own classroom use, or for the personal use of colleagues, provided that the copies are not offered for sale and are not distributed in a systematic way outside of their employing institution (e.g. via an e-mail list).
 - (d) The right to post the final published version of the Works for free for scholarly / scientific purposes, in particular, the right to self-archive it publicly on the World Wide Web
 - (e) The right, subsequent to publication, to use the work or any part thereof, free of charge in a printed compilation of works of their own such as collected writings or lecture notes.
 - (f) If the Work is a 'work for hire' made within the scope of the author's employment, the University of South Australia may use all or part of the Work as part of its normal teaching and research activities
 - (g) The right to present summaries or reports of the Works at a meeting or conference and if a paper, to hand copies of the paper to the delegates attending the meeting.
 - (h) The right to prepare derivative works, with full acknowledgement to the publisher.
 - (i) The right to extend the Works into book-length form with full acknowledgement to the publisher.
 - (j) The right to re-use parts of the Works in other works, provided that the new work is not to be published commercially. For commercial publication, permission should be sought from the publisher in writing.
 5. Requests for all uses not included above, including the authorization of third parties to reproduce or otherwise use all or part of the Works (including figures and tables) should be referred to the Publisher.
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Applicable Law

6. This Assignment is governed by the laws of South Australia and the parties submit to the jurisdiction of the courts of that State.
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Amendments

7. This Deed may not be varied except in writing signed by all of the parties.

Severability

8. If any provision of this Deed is held by a court to be unlawful, invalid, unenforceable or in conflict with any rule of law, statute, ordinance or regulation it is to be severed so that the validity and enforceability of the remaining provisions are not affected.

Notices

9. Notices must be in writing, in English, and may be given by an authorised representative of the sender. Notices must be given in one of the following means:
 - a. It may only be given to a person:
 - i. Personally;
 - ii. By sending it by pre-paid mail to the person's address last notified;
 - iii. By sending it by facsimile to the person's facsimile number last notified and then confirming it by pre-paid mail to the person's address last notified;
 - i. it is deemed to be received by a persons; if sent by pre-paid mail, 3 business days after posting;
 - ii. if sent by facsimile and confirmed by pre-paid mail, at the time and on the day shown in the sender's transmission report, if it shows that the whole notice was sent to the person's facsimile number last notified.However, if the notice is deemed to be received on a day which is not a business day or after 5pm, it is deemed to be received at 9am on the next business day.
 - b. If two or more people comprise a party, notice to one is effective notice to all

PART C

I confirm that I have read and understand the *General Terms of Publication* on rights retained by authors and warrant that:

- I am the sole author of the manuscript
- I am one author signing on behalf of all co-authors of the manuscript
- The article is a 'work made for hire' and I am signing as an authorised representative of the University
- I am a co-author who is not claiming Crown Copyright but whose co-authors are employees of the UK, Canadian or Australian Government

Please mark one or more of the above boxes (as appropriate) and then sign and date the document

If you have checked the third box, 'Work made for hire', this form must be signed by the Deputy Vice Chancellor: Academic

Signed: _____

Name printed: _____

Title (if representing the University): _____

SCHEDULE 1

The COPYRIGHT in the work named below under the General terms for transfer of Copyright listed in Part B.

TITLE of chapter, paper or article

AUTHOR(S):

PUBLICATION TITLE /ISSUE: