

# **Queensland Association for Healthy Communities Inc.**

## **COPYRIGHT RELEASE FORM**

### **TRANSFER OF COPYRIGHT**

#### **ARTWORK**

The artwork (both material or electronic) entitled

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is herewith provided to the Queensland Association for Healthy Communities Inc. in consideration of the use and publication of my artwork, I, as artist(s) ('Artist') hereby grant to the Queensland Association for Healthy Communities Inc. ('the Association') an absolute assignment of the copyright in my artwork.

#### **ASSIGNMENT**

The assignment of the copyright in the artwork is absolute and the Artist acknowledges that he/she assigns to the Association all copyright in the artwork, being:

- a) The exclusive right to do, and to authorise others to do, all acts restricted by the Copyright Act 1968 in relation to the artwork including the right to reproduce the artwork in whole or in part, prepare derivative works based on and distribute copies of the artwork in digital form; and
- b) all other rights of a similar nature now subsisting or conferred in respect of the artwork by the law in force, during the full period of, and during all renewals and extensions of, the copyright and the other rights.

#### **ACKNOWLEDGEMENTS BY ARTIST**

The Artist acknowledges that:

- a) The Association has the right to use and re-use, publish and re-publish the artwork, in whole or in part, individually or in conjunction with printed matter, or in composite form and in any medium.
- b) The Association has the right to send the artwork to any person or organisation for further publication at the unfettered discretion of the Association.

#### **OWNERSHIP OF COPYRIGHT**

The Artist warrants that:

- a) He/she is the sole owner of the artwork and has full right and title to copyright in the artwork.
- b) The artwork is not copied wholly or substantially from any other work or material.
- c) He/she has not entered into any agreement or arrangement involving the sale, mortgage, pledge, granting of options or any other rights over his/her interest in the copyright in the artwork.
- d) The mere use and exercise of copyright in the artwork by the Association or any licensee or sub-licensee of the Association will not infringe any copyright or similar or other intellectual property rights of any person, nor give rise to payment by the Association or any licensee or sub-licensee of the Association or any royalty to any third party or to any liability to pay compensation.
- e) Neither the execution of the Form nor the performance by the Artists of his/her obligations will cause the Artists to be in breach of any agreement to which he/she is a party or is subject.

The Artists indemnifies the Association against any claim, loss, liability, cost or expense (including legal expenses on a solicitor and own party basis) which may be incurred or sustained by the Association as a result of any breach of the warranties given in this Clause.

**NO PRIOR REPRESENTATIONS**

This Form contains the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties in connection with it.

**AMENDMENT**

No amendment or variation of this Form is valid or binding on a party unless made in writing and executed by all parties.

**INDEMNITY**

If the Association is required to make a payment by way of damages to a third party as a result of the Artists breaching the copyright of the third party in the course of preparing the artwork, the Artists hereby agrees to indemnify the Association in full in respect of the amount paid by the Association to the third party, together with any costs incurred by the Association.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_\_

Signature: \_\_\_\_\_ Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Name: \_\_\_\_\_