

ASSIGNMENT OF COPYRIGHT AND WAIVER OF MORAL RIGHTS IN ARTWORK

THIS AGREEMENT is made the _____ day of _____, 20__

BETWEEN: [Name of Artist] of [Address] ("the Artist")

AND: The University of New South Wales of UNSW, Sydney NSW 2052 ("UNSW").

THE PARTIES AGREE as follows:

1. Interpretation

(1) In this Agreement the following definitions apply:

'Artwork' means Artwork produced by the Artist as requested by UNSW pursuant to this Agreement and described in Item 1 of Schedule 1 of this Agreement;

'UNSW' means The University of New South Wales including its controlled entities, licensee and any person authorised by UNSW in connection with this Agreement.

(2) A reference to persons includes corporations; words including singular number include plural number and vice versa.

2. Payment

(1) In consideration for the Artwork, UNSW will pay the Artist the sum set out in Item 2 of Schedule 1 of this Agreement. This sum shall be the total consideration for the Artwork. The Artist agrees that they shall have no future claim for royalties or compensation from the use of the Artwork.

3. Assignment of copyright and moral rights

(1) In consideration of the sum paid by UNSW to the Artist, the Artist:

- a. assigns absolutely to UNSW the copyright subsisting in the Artwork for its use in all current and future media whether that use is known or unknown to the Artist;
- b. agrees that UNSW may modify the Artwork as it sees fit to meet its requirements;
- c. unconditionally waives all moral rights (as defined in the Australian Copyright Act 1968) the Artist may have in respect of the Artwork.

4. Warranty and indemnity

(1) The Artist warrants to UNSW that:

- a. The Artwork is an original work;
- b. The Artist is the sole proprietor of the Artwork;
- c. The Artwork does not infringe any existing copyright.

(2) The Artist will indemnify UNSW against loss, injury or damage (including any related legal costs or expenses properly incurred) occasioned to UNSW in consequence of any breach by the Artist (unknown to UNSW) of the warranty in clause 4 (1).

5. General

- (1) *Applicable Law.* This Agreement must be read and construed according to the laws of the State of New South Wales and the parties submit to the jurisdiction of that State.
- (2) *Amendments.* This Agreement may not be varied except in writing signed by both the parties.
- (3) *Severability.* If any provision of this Agreement is held by a court to be unlawful,

invalid, unenforceable or in conflict with any rule or law, statute, ordinance or regulation, it is to be severed so that the validity and enforceability of the remaining provisions are not affected.

- (4) *Further agreements.* Each party must do all such acts and execute all such documents as necessary to give effect to this Agreement.

Executed as an Agreement.

SIGNED by or on behalf of [name of Artist] }

in the presence of:

.....
Signature of Photographer
(or 1st Director if Pty Ltd Company)

.....
Signature of witness

.....
Printed name

(If Pty Ltd Company) SIGNED by 2nd }
Director or Company Secretary)

.....
Signature of Director/Company Secretary

.....
Printed name

SIGNED by }

The University of New South Wales

in the presence of:

.....
Signature of UNSW representative

.....
Signature of witness

.....
Printed name of UNSW representative

NB: if the Photographer is a Pty Ltd Company then the agreement must be signed by either:

1. 2 directors of the company; or
2. a director and a company secretary of the company; or
3. if the company has a sole director who is also the sole company secretary--that director.

Schedule 1 – Agreement Details

Item 1: Artist

The Artist shall provide artwork to UNSW as follows (the Artwork):

Physical Description

[insert Physical description e.g. how many pages, size, colours etc]

Type

[insert type of artwork required]

Item 2: Payment

Upon receipt of a valid Tax Invoice, UNSW shall pay the previously agreed fee of [amount] for the Artwork.

If a fee calculated on an hourly rate has been agreed, the Artist shall provide UNSW with regular updates on the number of hours used and the number of hours remaining until completion.

Item 3: Delivery Date

The Artist shall provide UNSW with the Artwork no later than *[insert date]*.

Item 4: Format

The Artist shall provide UNSW with the Artwork in the following format:

[insert specifications (eg brochure size, number of pages, or if electronically, pdf, avi, etc)]

Item 5: Contact Details

UNSW

[insert contact details], The University of New South Wales, UNSW Sydney, NSW, 2052

Telephone: _____

Facsimile: _____

Email: _____

Photographer

Contact details: _____

Street Address: _____

Telephone: _____

Facsimile: _____

Email: _____

UNSW staff to send completed form to UNSW Records Office for filing in File No. 2010/00372