

LICENSING AGREEMENT

LICENCE AGREEMENT IN RELATION TO THE LICENSING FOR PUBLICATION OF THE WORK

'[ARTICLE TITLE]' _____

IN

'[NAME OF JOURNAL]' _____

BETWEEN

THE COMMONWEALTH OF AUSTRALIA

AND

WILEY

AGREEMENT

Date

This Agreement is dated the _____ day of [MONTH] _____ [YEAR] _____

Parties

This Agreement is made between and binds the following parties:

1. _____ represented for the purposes of this Agreement by [DEPARTMENT NAME] _____
_____, (ABN []) (the Licensor).

AND

2. The Wiley publishing entity identified as the Publisher of the Journal at the time of publication, being John Wiley & Sons Inc (US) or one of its subsidiary entities (the Licensee).

Hereinafter referred to as 'the Parties'.

Context

This Agreement is made in the following context:

A. The Licensor is the sole owner of copyright subsisting in the work authored by

B. entitled _____

which is also known by its short title _____ (the Work)

C. The Licensee is the publisher of _____ (the Journal)

D. The Licensee wishes to publish the Work in the Journal.

NOW THIS AGREEMENT witnesses as follows:

1 Grant of Licence

1.1 The Licensor grants to the Licensee a permanent royalty-free, worldwide, non exclusive, licence to reproduce and publish the Work in the Journal in all media of expression now known or later developed and in all languages and to sub-licence third parties on the same terms as set out in this Licence. Notwithstanding the non-exclusive rights granted above, the Licensor agrees not to submit the Work as a whole for publication by another commercial or scholarly journal publisher.

1.2 All rights not expressly granted to the Licensee are reserved to the Licensor.

1.3 The ownership of Intellectual Property in the Work shall, at all times, continue to vest in the Licensor.

2 Acknowledgement

The Journal incorporating the Work shall contain the following copyright notice, acknowledgment and disclaimer (or such other form of notification as may be approved from time to time by the licensor):

© [YEAR] _____

This work is copyright. Apart from any use as permitted under the *Copyright Act 1968*, no part may be reproduced without prior written permission. Requests and enquiries concerning reproduction and rights should be directed in the first instance to permissions@wiley.com; alternatively to the

[Insert any other disclaimers required here]

3 Warranty

The Licensor warrants that:

- 3.1 It is the copyright owner of the Work, or, where it is not the copyright owner, it has the written consent of the copyright owner and any necessary moral rights (as defined in the Copyright Act 1968) consents from the author, to publish the Work, or any part of the Work;
- 3.2 The Work does not infringe the rights of any third parties; and
- 3.3 The Work does not contain any material that is defamatory or otherwise unlawful.

4 Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all communications, negotiations, arrangements and agreements, either oral or written, between the Parties with respect to Intellectual Property in the Work.

5 Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Victoria.

6 Dispute Resolution

The parties agree that a dispute arising under this Agreement will be dealt with as follows:

- a. the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute, which shall be in Wiley's case sent by mail to 111 River Street, Hoboken NJ 07030, USA with an electronic copy sent to legalnotices@wiley.com;
- b. within 7 Business Days each party will nominate a representative not having any prior involvement in the dispute;
- c. the representatives will try to settle the dispute by direct negotiation between them; and
- d. if a resolution is not reached within a further 28 Business Days the parties shall submit the dispute to arbitration in the Melbourne in accordance with the ACICA Arbitration rules.

IN WITNESS WHEREOF the Parties have executed this document as an Agreement

Signed for and on behalf of the **Licensor** by its duly authorised representative:

Signature: _____

By _____ [NAME]

Title _____

Signed for and on behalf of the **Licensee** by its duly authorised representative:

Signature: _____

By _____ [NAME]

Title _____

Publication cannot proceed without a signed copy of this Agreement.