

Moral Rights Consent

**[FOR USE WITH ECI HC-1 (2022) ONLY]**

**Deed Poll made at** ………… **on** ………………………., 20……

**By:** **The persons named in the attached Schedule** (**Author**)

**In favour of:Commonwealth of Australia** (**Commonwealth**)

Recitals

A. The Commonwealth and ***[INSERT NAME AND ABN OF CONTRACTOR]*** (**Contractor**) have entered into a contract entitled "Early Contractor Involvement HeadContract" (**Contract**) for ***[INSERT BRIEF PROJECT DETAILS]*** dated ***[INSERT DATE OF CONTRACT SIGNING IF AVAILABLE. IF NOT, DELETE "dated"]*** to perform or create certain works (**Works**).

***[Note: Moral Rights can only vest in individuals. If the Contractor is a company, individual employees and contractors of the company producing material for the project must sign this document.]***

B. Each Author has created or may create material in which copyright subsists for the purposes of the *Copyright Act 1968* (Cth) (as amended), as described in this Deed which may be used in connection with, or as part of, the Works (**Copyright Works**).

This deed poll provides

1. Each Author:
   * 1. agrees that the Copyright Works to which this Deed applies are:
        1. the Project Documents (as defined in the Contract), works and materials described in the attached Schedule; and
        2. any other material in which copyright subsists for the purposes of the *Copyright Act* *1968* (Cth) (as amended), which the Author creates or has created for the purposes of, or otherwise in connection with, any of the Contract and the Works;
     2. warrants that he or she will not sue, enforce any claim, bring any action or exercise any remedy in respect of any breach or alleged breach of the Author's Moral Rights (as defined in the Contract) by:
        1. the Commonwealth;
        2. the Contractor;
        3. any third party to whom the Commonwealth sub-licenses (whether that sub-licence is express or implied), or grants any other right to use, possess, modify, vary or amend any Copyright Works (**Sub‑Licensee**);

* + - 1. any third party to whom the Commonwealth assigns any Intellectual Property Rights (as defined in the Contract) the Commonwealth has in, or in relation to, any Copyright Works (**Assignee**); or
      2. any Other Contractors (as defined in the Contract);
    1. without limiting paragraph (b), consents to any of the Commonwealth, the Contractor, Other Contractors, Sub-Licensees and Assignees:
       1. failing to acknowledge or attribute the Author's authorship of any Copyright Works;
       2. falsely attributing authorship of any Copyright Works; and
       3. making any modification, variation or amendment of any nature whatsoever to the Copyright Works, whether or not:
          1. it results in a material distortion of or destruction or mutilation of the Copyright Works; or
          2. it is prejudicial to the honour or reputation of the Author; and
    2. without limiting paragraph (b) or (c), consents to any of the Commonwealth, the Contractor, Other Contractors, Sub‑Licensees and Assignees:
       1. using any Copyright Works other than for the purpose for which it was intended at the time the Copyright Works were created;
       2. altering any Copyright Works by adding to, removing elements from, or rearranging elements of, the Copyright Works, including (without limitation) by combining elements of the Copyright Works with any other material; or
       3. changing, relocating, demolishing or destroying any building, any artistic work affixed to or forming part of a building or other Copyright Works, whether or not such building, artistic work or Copyright Works incorporate, are based on, or are constructed in accordance with, any Copyright Works.

1. Each Author confirms that in executing this Deed the Author did not act in reliance on any representation made by any person as to the future use of the Copyright Works or any other matter.
2. A term or part of a term of this Deed that is unenforceable may be severed from this Deed and the remaining terms or parts of terms of this Deed will continue to have full force and effect.

**Executed** as a deed poll.

See Schedule for execution details.

Schedule

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Author** | **Description of Copyright Works (clause 1.1(a)(ii))** | **Execution** | **Date** |
| 1. | ***[Insert name of Author]*** | ***[Insert description of Copyright Works which Author has created or will create to which Deed applies]*** | ***[INSERT APPROPRIATE SIGNING BLOCK FOR EACH AUTHOR]*** | ***[INSERT DATE]*** |
| 2. |  |  |  |  |
| 3. |  |  |  |  |
| 4. |  |  |  |  |
| 5. |  |  |  |  |