Moral Rights Consent

**[FOR USE WITH MASCI-2023 and MESCI-2023 ONLY]**

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

**By:** ***[INSERT NAME OF INDIVIDUAL]*** of ***[INSERT ADDRESS]***, ***[INSERT OCCUPATION]*** (**"Author"**)

**In favour of: *[INSERT NAME AND ABN OF CONTRACTOR]* ("Contractor")**

Recitals

A. The Contractor and ***[INSERT NAME AND ABN (IF APPLICABLE) OF SUBCONTRACTOR]*** (**"Subcontractor"**) have entered into a contract entitled "***[Major Works/ Medium Works]*** Subcontract (International)" (**"Subcontract"**) for ***[INSERT BRIEF PROJECT DETAILS]*** dated ***[INSERT DATE OF SUBCONTRACT SIGNING IF AVAILABLE. IF NOT, DELETE "dated"]*** to perform or create certain works (**"Subcontract Works"**).

***[Note: Legal advice should be sought regarding use of this document where the Author is located in a country other than Australia, including as to the applicability of the Copyright Act 1968 (Cth). It should also be noted that Moral Rights can only vest in individuals. If the Subcontractor is a company, individual employees and contractors of the company producing material for the project must sign this document.]***

B. The 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 Subcontract Works (**"Copyright Works"**).

This deed poll provides

1. The Author:
   * 1. agrees that the Copyright Works to which this Deed applies are:
        1. ***[INSERT DESCRIPTION OF THE PROJECT DOCUMENTS, WORKS AND MATERIALS ("COPYRIGHT WORKS") WHICH THE AUTHOR HAS CREATED OR WILL CREATE - THIS DESCRIPTION SHOULD BE AS PRECISE AS POSSIBLE]***; 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 Subcontract and the Subcontract 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 Subcontract) by:
        1. the Contractor;
        2. the Subcontractor;
        3. any third party to whom the Contractor 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"**);
        4. any third party to whom the Contractor assigns any Intellectual Property Rights (as defined in the Subcontract) the Commonwealth has in, or in relation to, any Copyright Works (**"Assignee"**); or
        5. any Other Contractors (as defined in the Subcontract);
     3. without limiting paragraph (b), consents to any of the Contractor, the Subcontractor, 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
     4. without limiting paragraph (b) or (c), consents to any of the Contractor, the Subcontractor, 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.
2. The 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.
3. 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.
4. This Deed is subject to and to be construed in accordance with the laws applicable in ***[INSERT]***.

**Executed** as a deed poll.

|  |  |  |  |
| --- | --- | --- | --- |
| **Signed sealed and delivered** by **the Author** in the presence of: |  |  |  |
|  |
| Signature of witness |  |  | Signature of Author |
| Full name of witness |  |  | Name of Author in full |