



Speaker/Author Agreement – Engineers Australia

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 - (a) all information that you provide regarding academic and other qualifications and expertise is true, complete and not misleading;
 - (b) the Works will not infringe the rights of any third party, or contravene any law or give rise to any liability to make any royalty or payments to any person, or otherwise expose Engineers Australia to any action, claim, demand or proceedings by any third party;
 - (c) if any co-author owns copyright in the Works, authorisation has been granted by them for you to sign this agreement as agent on their behalf and to agree on their behalf to the order of names in the publication of the Works; and
 - (d) if you and/or any co-author's employer own copyright in the Works, you have obtained in writing the relevant employers' consent to grant a licence (if an Australian or Foreign Government employer) or the right to assign copyright (all other copyright owners) in the Works on the terms of this agreement.
6. By ticking the below box you confirm which category of author you fall within and your agreement to assign or licence copyright in the Works to Engineers Australia, [if neither box is ticked it will be accepted that you have the right to assign and do assign copyright in the Works to Engineers Australia]:

[tick box] *I, the submitting Author of these Works, confirm that I and/or any co-authors of the Works are not an Australian Government or Foreign Government employee, and thereby agree to assign copyright in the Works to Engineers Australia on the terms and conditions of this agreement.*

OR

[tick box] *I, the submitting Author of these Works, confirm that I and/or some of the co-authors of the Works are an Australian Government or Foreign Government employee, and I have obtained in writing consent from all relevant employers (as per clause 3(b) above), the right to grant and do grant, a licence in the Works to Engineers Australia, permitting the Works to be used on the terms and conditions of this agreement.*

Copyright Guidance for Speakers / Authors

It is a condition of participation in an Engineers Australia sponsored Conference that contributors agree to the terms and conditions of the '**Speaker/Author Agreement**' which (depending on which category of author you fall under):

- either:
 - assigns copyright in the Works to Engineers Australia ('us'); or
 - if you are an Australian or Foreign Government employee who is unable to assign copyright in the Works, grants a licence to us;

to enable us to publish the material (for example by making it available to other members through our databases, or in another publication, or to provide it to RMIT for the purposes of publishing the Works on the *Informit Engineering Collection* database); and

- gives us permission to record your presentation when delivering the material.

Why do we ask for copyright to be assigned?

The reasons why it is our policy to acquire copyright for all Works are:

- ownership of copyright by one central organisation facilitates international protection against infringement, libel or plagiarism;

- it enables the most efficient processing of permissions and licensing in order that the material can be made available to the fullest extent both directly and through intermediaries, and in both print and electronic form; and
- it enables us to maintain the integrity of the material once refereed and accepted for publication, by facilitating centralised management of all media forms.

What rights do you as the author retain?

As the author you will retain certain rights in the Works including:

- the right to be identified as the author whenever and wherever the material is published; and
- the right to use all or part of the Works, without revision or modification, in personal compilations or other publications of your own works, and to make copies of all or part of such materials for your use for lecture or classroom purposes, provided that acknowledgement is made of Engineers Australia as publisher.

Assignment of copyright in the Works does not infringe your other proprietary rights such as patent and trade mark rights.

What if I am an Australian or Foreign Government employee and unable to assign copyright?

In this case we request that you obtain in writing consent from your employers the right to grant us a licence to use and distribute the Works, including the right for us to grant a sub-licence to RMIT for the purposes of publishing the Works on the *Informit Engineering Collection* database.

Recording your presentation

We request your permission to make a recording of your presentation of your material (whether by way of webinar, photography, video, film, tape, digital recording or any other medium or technology). You should note that as the creators of that recording, we automatically own the rights to it, therefore under the terms of the Speaker/Author Agreement you are not 'losing' any rights you are entitled to, only giving us permission to make the recording.

Moral rights

We also ask you to assure us that there is nothing in your materials that uses someone else's intellectual property without their permission or infringes their moral rights. We do that to protect Engineers Australia from action that we have breached copyright or infringed an individual's moral rights, and to encourage you to think about the content and make sure it is your original work, or you have permission of the owner to use that information. This helps protect you and us.

Further information

Remember, this guide is just that, a guide to what the Speaker /Author Agreement is for – not the agreement itself. You should read the agreement carefully before agreeing to it.

For more information about Intellectual Property Rights you may wish to visit the following websites:

IP Australia - Understanding Intellectual Property

<https://www.ipaustralia.gov.au/understanding-ip>

Australian Copyright Council

<http://www.copyright.org.au/>