Geoffrey Blainey Research Centre

Non-Exclusive Licence to Publish and Reproduce

**This Licence is a legal document. Please read it before signing.**

This agreement is made between:

Federation University Australia

of Chancellor Drive, Mt Helen VIC 3350

and

(hereafter referred to as ‘the Licensor’), being the owner of copyright of the Work, listed in Attachment 2, in the collection of Federation University Australia.

Full name of Licensor: Ron Penrose

Address:

Phone/mobile: 0488140792

E-mail: oldpendale@gmail.com

**The parties agree as follows:**

**The Licence**

1. In consideration of Federation University Australia fulfilling its obligations set out in paragraphs 5-9 below, the Licensor grants Federation University Australia a non-exclusive right to publish, reproduce and communicate the Work by any means, including digital, for all collection management, exhibition, educational and promotional purposes, as specified in attachment 1.

2. The licence is granted for the period of time that the Work is owned by Federation University Australia, or until copyright expires in Australia, whichever occurs first.

3. The licence applies worldwide.

**The Licensor**

4. Warranty

 The Licensor warrants that:

a) the Work is original and does not infringe the copyright of any third party AND

b) the Licensor is the bona fide copyright owner in the Work OR

c) if the Licensor is not the copyright owner in the Work, the Licensor is duly authorised to licence the Work on behalf of the copyright owner and agrees to provide written evidence of that authority to Federation University Australia upon request.

**Federation University Australia**

5. Federation University Australia agrees that where use is made of the Work, the Artist will be attributed as is reasonable in the circumstances.

6. Federation University Australia aims to reproduce the Work to the highest possible standard and in such a manner as to enhance the Artist’s reputation.

7. Federation University Australia will ensure that any third-party person or organization requesting access to photographic material of the Work for reproduction outside of the “Fair dealing” provisions of the Copyright Act (Commonwealth) 1968, and its subsequent amendments, will:

1. be referred to the Licensor to obtain copyright permission; and
2. provide evidence to the University that such permission has been obtained prior to the University releasing any material to the requesting party.

**Website**

8. The Licensor acknowledges that whilst Federation University Australia may place this Work on its website in accordance with this Licence, Federation University Australia cannot and does not warrant that the users of the Website will comply with the Licensor’s copyright. Federation University Australia will not be liable to the Licensor for any breach of the Licensor’s copyright in the Work and/or any infringement of moral rights by third parties.

**General**

9. This licence may be amended or terminated in writing signed by both parties.

10. Both parties agree that they will not instigate proceedings in any dispute arising under this agreement without first attempting to mediate a resolution to the dispute with the assistance of a mediator appointed by the parties’ agreement.

11. This licence constitutes the entire agreement between the parties and replaces any previous agreement between them relating to copyright in the Work.

12. This licence shall be read and construed according to the laws of the State of Victoria and the parties submit to the jurisdiction of that State.

13. If any provision of this licence is held by a court to be unlawful, invalid, unenforceable or in conflict with any rule of law, statute, or regulation, the validity and enforceability of the remaining provisions shall not be affected.

**Signatures**

**For the Federation University Australia: ……………………………………….…………..**

Name: Clare Gervasoni

Position: Curator: Art and Historical Collections

Date: 20/08/2018

**The Licensor: ……………………………………………………………………….**

Name: Ron Penrose

Position: Artist

Date:

🞏 You agree to this licence covering all future acquisitions of your work **unless** this box is ticked.

**Licensor’s next of kin or agent\***

Name: ……………………………………………………………………………….

Address: …………………………………………………………………………….

Telephone: ……………………………… Fax: …………………………………..

E-mail: ………………………………………………………………………………

\*The duration of copyright in Australia varies according to the type of material in question. In Australia, copyright subsists for the life of the creator plus 70 years. If a copyright owner has made no other provision for their copyright during their lifetime, copyright will be passed onto their heirs. To assist us in tracing the current copyright owner, Federation University Australia asks you to supply the name and contact information of your next of kin or agent.

*Privacy Statement: The information you are requested to provide to* Federation University Australia *is personal information and is protected under the Privacy Act 1988.* Federation University Australia *collects your personal information to process this application.* Federation University Australia *will not disclose this information to other parties other than in accordance with the Privacy Act 1988.*

**Attachment 1**

The licence covers reproduction of the Work in a material form, the publication of the Work and/or the communication of the Work to the public for the following purposes:

**Curatorial / scholarship:**

 photographs, transparencies, slides and digitised imaging produced and stored within the Federation University Australia for archival, insurance and valuation purposes, staff research and lectures; publication in exhibition catalogues, books, cd-roms, the University’s web-site, scholarly articles published by Federation University Australia and its staff, as well as cataloguing on Victorian Collections (www.victoriancollections.net.au).

**Educational:**

 slides for use by teachers and students within Federation University Australia; posters and education kits for teachers and school students; brochures, cd-roms and Federation University Australia’s web-site for the promotion of the education facilities of the Federation University Australia.

**Promotional:**

 advertising brochures; advertising posters; free promotional cards; advertising Federation University Australia and exhibitions in magazines, newspapers, television and the Federation University Australia web-site, including its online art catalogue (http://victoriancollections.net.au/organisations/federation-university-australia-art-collection)

The Licence does NOT cover cards, t-shirts, prints and related merchandise for sale. In the event that the Federation University Australia wishes to obtain your permission for such merchandise a separate approach would be made at that time.

**Attachment 2**

**Current work in the Federation University Art Collection**

A01787 - "Professor David Battersby" by Ron Penrose

See - <https://victoriancollections.net.au/items/5893bd96d0cdd117f4a6fd33>