

## Copyright Licence Agreement

Between

*The University of Queensland*

And

\_\_\_\_\_ [Author's name here]

### Preamble

The University Library at The University of Queensland has agreed with the organising committee of the 22nd Australasian Fluid Mechanics Conference AFMC2020 to publish and make available online the papers presented at AFMC2020.

And

The University requires the permission of the copyright holders of papers presented at AFMC2020 to enable it to publish and make those papers available online.

### Therefore, it is Agreed between the Parties:

#### 1. Definitions

These terms have the following defined meaning wherever used in this Agreement:

“AFMC2020” shall mean 22nd Australasian Fluid Mechanics Conference AFMC2020;

“The Library” shall mean the University Library of The University of Queensland;

“The University” shall mean The University of Queensland;

“The Author” shall mean the named author whose details are set out in Schedule 1;

“The Work” shall mean the symposium paper detailed in Schedule 1;

“UQ eSpace” shall mean the University’s online repository of its research and scholarly output;

#### 2. Licence is Granted

- a. The Author grants to the University an irrevocable licence to publish and make the Work available online through UQ eSpace.
- b. The Author agrees that the Work shall be made available to users through UQ eSpace pursuant to a Creative Commons Attribution-NonCommercial CC BY-NC 4.0 License.

{<http://creativecommons.org/licenses/by-nc/4.0/>}



- c. In consideration for making the Work available through UQ eSpace, The University accepts the License set out in this Agreement.

### **3. Place of First Publication**

UQ eSpace will be the place of first publication of the Work and will assign a Digital Object Identifier to assist in enhancing the visibility and searchability of the Work.

### **4. Preservation of Author Rights**

Notwithstanding the rights granted to it in this Agreement, the University agrees that the Author has the right to publicly archive their revised, peer-reviewed personal version of their publications on their institutional website and their personal website, provided in all cases a link to the Work on UQ eSpace is included.

### **5. Author warranties**

The Author warrants that:

- (a) the Work is original, has been written by the Author, and is not encumbered or subject to any existing license;
- (b) the Work is not under consideration by any other publisher;
- (c) the Work does not infringe the rights, including copyright, of any third-party;
- (d) to the best of the Author's knowledge the Work contains no defamatory or other unlawful statements; and
- (e) all co-author(s) have consented to the Author entering into this Agreement with the University.

### **6. Indemnity**

The Author indemnifies the University against any and all claims, demands, losses, damages and costs that the University incurs or may incur as a result of a breach by the Author of the Author's obligations and warranties contained in this Agreement.

### **7. Applicable Law**

This Agreement is governed by the laws of the Queensland, and the Author submits to the jurisdiction of the courts of that jurisdiction.

### **8. Amendments**

This Agreement may not be varied except in writing signed by all the Author(s) and The University.

### **9. Severability**

If any provision of this Agreement is held by a court to be unlawful, invalid or unenforceable it is to be severed so that the validity and enforceability of the remaining provisions are not affected.

**Signed between the parties**

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**For and on behalf of The University**

Date.....

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**Witness Name, Signature and Date**

**And**

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**Name and Signature of the Author**

Date.....

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**Witness Name, Signature and Date**

**SCHEDULE 1**

**Author Name:** \_\_\_\_\_

**Author Affiliation:** \_\_\_\_\_

**Affiliation Address:** \_\_\_\_\_

**The Work** (i.e. AFMC2020 paper bibliographic details)

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