

## **COPYRIGHT OWNERSHIP DEED**

**The Northern Territory of Australia represented by the Department of Health  
– Remote Alcohol and Other Drugs Workforce Program – Central Australian  
Health Services**

DoH

and

**Menzies School of Health Research**

Menzies

## COPYRIGHT OWNERSHIP DEED

### Parties

The Northern Territory of Australia represented by the Department of Health – Remote Alcohol and Other Drugs Workforce Program – Central Australian Health Services of PO Box 721, Alice Springs in the Northern Territory of Australia (DoH).

And

Menzies School of Health Research (a body corporate under the *Menzies School of Health Research Act*) (ABN 7041 3542847) of PO Box 41096, Casuarina, in the Northern Territory of Australia (**Menzies**).

### Recitals

- A. The DoH is a body politic pursuant to section 5 of the *Northern Territory (Administration) Act 1974* (Cth).
- B. Menzies is a body corporate pursuant to section 4 of the *Menzies School of Health Research Act (NT)*.
- C. DoH produced the Resources with assistance from Menzies.
- D. Under this Deed, the parties have agreed to clarify and confirm ownership of all Intellectual Property Rights in the Resources and to deal with future licensing of the Resources.

### Operative Provisions

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#### 1. Definitions and Interpretation

##### 1.1 Definitions

**Copyright Act 1968** and **Act** means the *Copyright Act 1968* (Cth) as amended from time to time;

**Commercial Purposes** means all purposes other than Non-Commercial Purposes.

**Background IP** means pre-existing or independently developed Intellectual Property Rights brought or made available by a party for the purpose of the developing the Resources.

**Deed** means this deed and includes the schedule to this deed.

**Dispute** means any dispute or disagreement between the parties in relation to, or in connection with, this Deed.

**Editable Version** means an electronic version of the Resources which is capable of being edited or amended in software commonly used for this purpose.

**Expert** means the person appointed pursuant to the provisions of clause 9.

**Intellectual Property Rights** means all intellectual property rights including:

- (a) copyright, patents, trademarks (including goodwill in those marks), designs, trade secrets, know how, rights in circuit layouts, domain names, inventions and discoveries, all other rights resulting from intellectual activity in the scientific field, and any right to have confidential information kept confidential; and
- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and
- (c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) which may subsist in Australia or elsewhere, whether or not such rights are registered or capable of being registered,

whether or not such rights are registered or capable of being registered.

**Moral Rights** mean the right of integrity of authorship (that is, not to have a work subjected to derogatory treatment), the right of attribution of authorship of a work, and the right not to have authorship of a work falsely attributed, as defined in the *Copyright Act 1968* (Cth).

**New Work** means any variation to or adaptation of the Resources.

**Non-Commercial Purposes** means using material for purposes other than to make a commercial profit. For the avoidance of doubt, the payment of a fee on a cost recovery basis for printing etc does not on its own render the use for a Commercial Purpose.

**Project** means the project undertaken by the parties to develop the Resources.

**Resources** means the resources described in Schedule 1.

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## 1.2 Interpretation

In this Deed:

- (a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

- (a) an obligation or liability assumed by, or a right conferred on, 2 or more parties binds or benefits all of them jointly and each of them severally;
- (b) the expression "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (c) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (d) a reference to any document (including this Deed) is to that document as varied, novated, ratified or replaced from time to time;
- (e) a reference to any statute or to any statutory provision includes any

statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;

- (f) words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender;
- (g) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this Deed, and a reference to this Deed includes any schedule, exhibit or annexure to this Deed;
- (h) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (i) the word "includes" in any form is not a word of limitation; and
- (j) A word that has a particular meaning under the Copyright Act 1968 shall be interpreted according to the meaning given it under that Act.

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## **2 Background IP**

- (a) Each of the parties agree that they brought their own Background IP to the Project.
- (b) Each party warrants that they own all of the Intellectual Property Rights in their respective Background IP.
- (c) In order to facilitate the Project, it is agreed that Menzies granted the DoH a licence to use Menzies Background IP to develop the Resources.

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## **3 Ownership of IP in the Resources**

- (a) The parties agree that unless otherwise specified in Schedule 1, the Intellectual Property Rights in the Resources are owned equally by Menzies and the DoH as tenants in common (with each having a 50% share).
- (b) The parties agree that each party shall have the right to copy, reproduce, print, and distribute the Resources (in non-editable form) in physical or electronic form.
- (c) The parties agree that the Editable Version of the Resources shall be held in electronic form by each of Menzies and the DoH. DoH shall hold all original hand drawings of all of the Resources (if any).
- (d) The parties agree that the Resources shall bear the symbol "©" and the words "*Subject to copyright held by the Northern Territory of Australia represented by the Department of Health and Menzies School of Health Research (as part of Menzies' Aboriginal and Islander Mental health initiative (AIMhi))* equally as tenants in common. Contact [remoteaod@nt.gov.au](mailto:remoteaod@nt.gov.au) and [info.aimhi@menzies.edu.au](mailto:info.aimhi@menzies.edu.au) for more information."

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## **4 Development of the New Work**

### **4.1 New Work**

- (a) The parties agree that each party may use the Resources to develop New Work (either on its own or with a third party) with the prior written consent of the other party.
- (b) Prior to releasing the New Work to any other person, the party that developed such New Work (**Developer**) must provide a copy of the New Work to the other party (**Reviewer**) and seek consent for such release.
- (c) The Reviewer must review the New Work and confirm to the Developer in writing within 30 days of receipt that:
  - (i) the Reviewer consents to the Developer releasing the New Work; or
  - (ii) the Reviewer does not consent to the Developer releasing the New Work.
- (d) If the Reviewer consents to the Developer releasing the New Work:
  - (i) the Developer must provide a copy of the New Work to the Reviewer for the Reviewer's records; and
  - (ii) the Developer shall grant the Reviewer a non-exclusive, perpetual, fee free licence to use the New Work for Non-Commercial Purposes.
- (e) If the Reviewer does not consent to the Developer releasing the New Work:
  - (i) the Reviewer may propose that consent be granted if specified amendments are made (in which case the Developer may either make such amendments and refer the matter back to the Reviewer in accordance with clause 4.1(b) or may elect to proceed in accordance with clause 4.1(e)(ii); and
  - (ii) the Developer must not release the New Work to any other person.
- (f) Where a third party is granted a licence to use the Resources under clause 6.1, the grantor of such licence must ensure that the licensee obtains written approval from DoH and Menzies prior to developing New Work.

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## **5 Moral rights**

### **5.1 Authors**

Each party must ensure that it does not infringe the moral rights of the authors of the Resources.

## **5.2 Parties**

Each party must ensure that the Resources distributed to any other person contain an acknowledgement of the role of each party in the development of the Resources.

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## **6 Dealings with third parties**

### **6.1 Non commercial licence**

The parties agree that each party may (on behalf of both parties) grant a non-exclusive licence, (which is not sub-licenceable or assignable) to any other person to use the Resources for any Non-Commercial Purpose using the template licence agreement at Annexure A. For the avoidance of doubt, a party granting a licence to a third party under this clause is not required to seek the consent of the other party, but is required to notify the other party.

### **6.2 Commercial licence**

The parties agree that neither party may grant a licence to any other person for the use of the Resources for any Commercial Purpose without the prior written consent of the other party.

### **6.3 Sale of Intellectual Property Rights**

The parties agree that neither party may sell or assign to any other person its Intellectual Property Rights in the Resources without the prior written consent of the other party.

### **6.4 Encumbering Intellectual Property Rights**

The parties agree that neither party may encumber, charge or mortgage its Intellectual Property Rights in the Resources without the prior written consent of the other party.

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## **7 Public announcements**

Each party must seek the prior written consent of the other party before making any press release in relation to the Resources.

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## **8 Obligations to Notify**

### **8.1 Each Party**

During the Term each party must:

- (a) promptly advise the other of any legal proceedings or threat of legal proceedings which may involve the Resources;
- (b) if requested by one party, keep the other party advised of the progress of any legal proceedings involving the Resources. Both parties must take into account the views of the other party in relation to the conduct or settlement of any such legal proceedings;
- (c) for the purposes of this clause both parties must provide to the other party at the request of the other party, copies of any documents or other material including legal advice relating to any such legal proceedings.

## **8.2 Menzies Duty**

Subject to clause 6.1, Menzies must not hold itself out, engage in any conduct or make any representation which may suggest to any person that Menzies is for any purposes the agent of DoH.

## **8.3 DoH Duty**

Subject to clause 6.1, DoH must not hold itself out, engage in any conduct or make any representation which may suggest to any person that DoH is for any purposes the agent of Menzies.

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# **9 Dispute resolution**

## **9.1 Guiding principle**

The parties agree that every effort should be made to ensure that disputes do not arise and that if a Dispute does occur the parties should make every reasonable effort to resolve the Dispute without recourse to this clause 9.

## **9.2 Priority of procedures**

Unless otherwise provided in this Deed, if a Dispute arises between the parties concerning this Deed, no party may commence any court proceedings relating to the Dispute unless it has complied with the procedures in this clause 9, except where the party seeks urgent interlocutory relief.

## **9.3 Parties to meet**

- (a) Wherever a Dispute arises between the parties in relation to a matter under this Deed, the parties to the Dispute agree that a representative of each party must meet within 5 Business Days of the Dispute arising for the purpose of resolving the Dispute.
- (b) If the parties to the Dispute cannot resolve the Dispute at the meeting(s) referred to in clause 9.3(a) within 15 Business Days of the Dispute arising then the provisions of clause 9.4 shall apply.

## **9.4 Expert determination**

- (a) Subject to the disputing parties first complying with their obligations under clause 9.1, wherever a Dispute arises between the parties in relation to a matter under this Deed, then the matter in issue will be referred to an Expert for determination and this clause 9.4 will apply (subject to clause 9.4(b)).
- (b) This clause 9.4 applies to the extent that the Dispute (and this clause 9.4 when applied to the Dispute) does not constitute an arbitration to which the *Commercial Arbitration Act (National Uniform Legislation) 2011 (NT)* applies (and where the application of this clause to the Dispute would result in the Act applying, the Dispute may be resolved in the courts of the Northern Territory of Australia in the usual fashion).
- (c) The procedure for appointment of an Expert will be as follows:
  - (i) the party wishing to make the appointment will give notice in writing to that effect to the other party and give details of the Dispute which it proposes will be resolved by the Expert;

- (ii) within 5 Business Days from the date of the said notice the parties will meet in an endeavour to agree upon a single Expert (who will be independent of the parties and will have qualification and experience appropriate to the matter in dispute) to who the matter in Dispute will be referred to for determination; and
- (iii) if within 2 Business Days of the meeting referred to in clause 9.4(ii) the parties fail to agree upon the appointment of a single Expert, then the parties will request the then President of the Law Society of the Northern Territory of Australia to appoint the Expert.
- (d) The Expert will be instructed to:
  - (i) determine the Dispute within the shortest practicable time; and
  - (ii) deliver a report stating his opinion with respect to the matters in dispute setting out the reasons for the decision.
- (e) The Expert will determine the procedures for the conduct of the process in order to resolve the Dispute and must provide each relevant party with a fair opportunity to make submissions in relation to the matter in issue.
- (f) Any process or determination of the dispute by the Expert will be made as an expert and not as an arbitrator and the determination of the Expert will be final and binding on the parties without appeal so far as law allows and except in the case of manifest error or where either party has not been provided with a fair opportunity to make submissions in relation to the matter in issue.
- (g) The costs of the Expert will be shared equally between the parties.

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#### **9.5 Performance of obligations pending resolution of dispute**

Prior to the resolution of a dispute, the parties must continue to perform their respective obligations under this Deed insofar as those obligations are not the subject matter of the dispute.

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### **10 General**

#### **10.1 Northern Territory Law to Apply**

This Deed is to be read and construed according to the laws of the Northern Territory of Australia and the parties submit to the jurisdiction of that Territory and the Commonwealth of Australia.

#### **10.2 Variation**

This Deed must not be varied except in writing signed by both the parties.

#### **10.3 Waiver**

The obligation of either party to pay any monies under this Deed, and otherwise to observe and perform its obligations under this Deed and the rights of the other party to require and enforce such payment, observance and performance will not be or be deemed to be waived or varied or otherwise affected by any time or indulgence or forbearance granted or extended by such party to the other party,

and no failure or delay on the part of a party to exercise any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by a party of any power or right hereunder preclude any other or further exercise thereof or the exercise of any other power or right.

#### **10.4 Counterparts**

- (a) This Deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes an original of this Deed, all of which together constitute one agreement.
- (b) A party who has executed a counterpart of this Deed may exchange that counterpart with another party by faxing the counterpart executed by it to the other party and, on request by that other party, will thereafter promptly deliver by hand or post to that other party the executed counterpart exchanged by facsimile. Delay or failure by that party to deliver a counterpart of this Deed executed by it will not affect the validity of this Deed.

#### **10.5 Entire agreement**

This Agreement constitutes the entire agreement between the parties and supersedes all previous representations, warranties, covenants and agreements not contained and recorded in this Agreement.

#### **10.6 Unenforceability**

If any provision of this Deed is held by a court to be unlawful, invalid, unenforceable or in conflict with any rule of law, statute, ordinance or regulation it is to be severed so that the validity and enforceability of the remaining provisions are not affected.

#### **10.7 Parties Must Do all Things Necessary**

Each party must do all acts and execute all documents necessary to give effect to this Deed.

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### **11 Notices**

- (a) All notices must be in writing and must not be delivered by electronic communication other than as set out below, but can be given by any one of the following means:
  - (i) by delivering it to the address of the party on a business day during normal business hours;
  - (ii) by sending it to the address of the party by registered post or if registered post is not available by ordinary post; or
  - (iii) by sending it by facsimile or email transmission to the facsimile or email address of the party.
- (b) A notice is deemed to be given and received:
  - (i) if given in accordance with clause 11(a)(i) on the next business day after the day of delivery;

- (ii) if given in accordance with clause 11(a)(ii) 5 clear business days after the day of posting;
  - (iii) if given in accordance with clause 11(a)(iii) on receipt of a successful transmission report.
- (c) The address and facsimile numbers and email addresses referred to in clause 11 (in the absence of notice to the contrary) are set out below:

**Menzies:**

Address: Menzies School of Health Research  
PO Box 41096, Casuarina NT 0811, Australia

Email Address: [ResearchAdmin@menzies.edu.au](mailto:ResearchAdmin@menzies.edu.au)

Facsimile: 08 8946 8464

**DoH:**

Program Manager

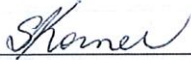
Address: PO Box 721, Alice Springs in the Northern Territory of Australia

Email Address: [RemoteAOD.DoH@nt.gov.au](mailto:RemoteAOD.DoH@nt.gov.au)

Facsimile: 08 8942 6496

EXECUTED unconditionally by the parties as a Deed

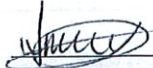
Executed for and on behalf of the  
Northern Territory of Australia  
represented by the Department of  
Health – Remote Alcohol and Other  
Drugs Workforce Program – Central  
Australian Health Services



Signature of Authorised person

SUE KORNER

Name of Authorised person in full  
CHIEF OPERATING OFFICER  
CENTRAL AUSTRALIA HEALTH SERVICE

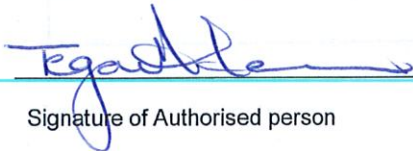


Signature of Witness

Amanda Connor

Name of Witness in full  
Executive Assistant to the Service Administrator/  
Project officer

Executed for and on behalf of Menzies  
School of Health Research in  
accordance with the Menzies School of  
Health Research Act



Signature of Authorised person

Tegan Harris

Name of Authorised person in full  
A/Chief Operating  
Officer



Signature of Witness

Sarah Tenorio

Name of Witness in full

02/08/2018

## 1. Schedule 1

Yarning about Alcohol
Yarning about Gunja
Yarning about Work
Yarning about Alcohol & Pregnancy
Yarning about Alcohol & Pregnancy Advice Card
Yarning about Relapse
Yarning about Ice
Brief Wellbeing Screener
Relapse Prevention Program (Copyright ownership: 80% DoH, 20% Menzies as tenants in common)
Assessment 1A
Yarning about Wellbeing
Yarning about Smoking

## Copyright Licence Agreement (non-exclusive, non-commercial)

**The Northern Territory of Australia represented by the Department of Health – Remote Alcohol and Other Drugs Workforce Program – Central Australian Health Services / Menzies School of Health Research**

Licensors

and

**[insert name of other party]**

Licensee

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## Table of Contents

<b>1.....</b>	<b>Definitions and Interpretation .....</b>	<b>1</b>
1.1	Definitions .....	1
1.2	Interpretation .....	1
<b>2.....</b>	<b>License to the Licensee.....</b>	<b>2</b>
2.1	Non Exclusive License .....	2
<b>3.....</b>	<b>Adaptations of the Work.....</b>	<b>3</b>
3.1	Adaptations .....	3
3.2	Licence of Adaptations .....	3
<b>4.....</b>	<b>The Licensee's Acknowledgments .....</b>	<b>3</b>
4.1	Copyright belongs to the Owners.....	3
4.2	Obligations when reproducing the Work .....	3
4.3	Obligation concerning reputation and moral rights.....	3
<b>5.....</b>	<b>Further obligations .....</b>	<b>4</b>
5.1	Legal proceedings .....	4
5.2	Dealings .....	4
<b>6.....</b>	<b>Termination .....</b>	<b>4</b>
<b>7.....</b>	<b>Consequences of termination.....</b>	<b>5</b>
7.1	The Licensee.....	5
<b>8.....</b>	<b>General provisions .....</b>	<b>5</b>
<b>8.1 .....</b>	<b>GST .....</b>	<b>5</b>
8.2	No Assignment .....	5
8.3	Northern Territory Law to Apply .....	5
8.4	Waiver .....	5
8.5	Unenforceability .....	5
8.6	Stamp Duty .....	5
8.7	Parties Must Do all Things Necessary .....	5
<b>9.....</b>	<b>Notices.....</b>	<b>6</b>

# Copyright Licence Agreement (non-exclusive, non-commercial)

## Parties

The Northern Territory of Australia represented by the Department of Health – Remote Alcohol and Other Drugs Workforce Program – Central Australian Health Services / Menzies School of Health Research (Licensor).

And

[insert name] of [insert address] (Licensee).

## Recitals

- A. The Northern Territory of Australia represented by the Department of Health – Remote Alcohol and Other Drugs Workforce Program – Central Australian Health Services and Menzies School of Health Research (**Owners**) together own of the entire unencumbered copyright in the Work described in Schedule 1 (**the Work**).
- B. The Licensor has agreed to license the Work to the Licensee on a non-exclusive, non-commercial basis and the Licensee has agreed to accept such license on the following terms and conditions.

## Operative Provisions

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### 1. Definitions and Interpretation

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#### 1.1 Definitions

**Agreement** means this agreement and includes the schedule to this agreement.

**Copyright Act 1968** and **Act** means the Copyright Act 1968 (Cwth) as amended from time to time.

**License Fee** means the sum of \$1.00 referred to in clause 2.

**Primary Purpose** means the non-commercial purpose of [insert purpose].

**Term** means the period commencing on [insert date] and expiring on [insert date].

**Work** means the works described in Schedule 1.

#### 1.2 Interpretation

In this Agreement:

- (a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

- (b) an obligation or liability assumed by, or a right conferred on, 2 or more parties binds or benefits all of them jointly and each of them severally;

- (c) the expression "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
  - (d) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
  - (e) a reference to any document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
  - (f) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
  - (g) words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender;
  - (h) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this Agreement, and a reference to this Agreement includes any schedule, exhibit or annexure to this Agreement;
  - (i) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
  - (j) the word "includes" in any form is not a word of limitation; and
  - (k) A word that has a particular meaning under the Copyright Act 1968 shall be interpreted according to the meaning given it under that Act.
- 

## **2 License to the Licensee**

### **2.1 Non Exclusive License**

In consideration of License Fee paid by the Licensee's to the Licensor on the Commencement Date, the Licensor grants to the Licensee:

- (a) a non-exclusive license in connection with:
  - (i) reproduction of the Work for the Primary Purpose;
  - (ii) making adaptations of the Work for the Primary Purpose (with the prior written approval of the Owners);
  - (iii) publication of the Work for the Primary Purpose;
- (b) in the entire World (**the Territory**);
- (c) for the full period of copyright protection under section 33(2) of the Copyright Act 1968 for the Work ("the Term"); and
- (d) during the Term.

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### **3 Adaptations of the Work**

#### **3.1 Adaptations**

The Licensee is permitted to make adaptations of the Work for the Primary Purpose if it first obtains written approval of the Owners.

#### **3.2 Licence of Adaptations**

To the extent that adaptations of the Work is permitted by the Licensee, the Licensee warrants that:

- (a) it will only undertake an adaptation or adaptations itself or permit other parties to undertake such adaptations (as the Licensee is permitted under the Copyright Act 1968) (**Adapted Work**) on the basis that a non-exclusive license in the terms of clause 2 is given to the Licensee in connection with that Adapted Work;
- (b) the copyright in the Adapted Work shall remain with the Owners of the relevant Work;
- (c) the License Fee herein is consideration for that Adapted Work; and
- (d) the terms of this Agreement (as it is permitted under the Copyright Act 1968) will apply to that Adapted Work.

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### **4 The Licensee's Acknowledgments**

#### **4.1 Copyright belongs to the Owners**

the Licensee acknowledges that copyright in the Work or any part of the Work is and remains the property of the Owners and that the Work must only be used or dealt with by the Licensee as provided in this Agreement.

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#### **4.2 Obligations when reproducing the Work**

The Licensee must ensure that all copies of the Work printed, published, made, reproduced, or otherwise communicated to the public (including electronic material) by the Licensee bears the symbol "©" and the words "*Subject to copyright held by the Northern Territory of Australia represented by the Department of Health and Menzies School of Health Research (as part of Menzies' Aboriginal and Islander Mental health initiative (AIMhi)) equally as tenants in common. Contact [remoteaod@nt.gov.au](mailto:remoteaod@nt.gov.au) and [info.aimhi@menzies.edu.au](mailto:info.aimhi@menzies.edu.au) for more information.*"

#### **4.3 Obligation concerning reputation and moral rights**

The Licensee must ensure that the Work is not subjected to any treatment which is prejudicial to the honour or reputation of the Licensor and do not infringe the moral rights of the author of the Work (noting that the Licensee will use and is authorised expressly to use the Work for the Primary Purpose and to make Adaptations to the Work for the Primary Purpose).

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## **5 Further obligations**

### **5.1 Legal proceedings**

The Licensee must:

- (a) promptly advise the Licensor of any legal proceedings or threat of legal proceedings which may involve the Work;
- (b) keep the Licensor advised of the progress of any legal proceedings involving the Work. In particular, the Licensee must take into account and adhere to the views of the Licensor in relation to the conduct or settlement of any such legal proceedings; and
- (c) for the purposes of this clause the Licensee must provide to the Licensor, at the request of the Licensee, copies of any documents or other material including legal advice relating to any such legal proceedings.

### **5.2 Dealings**

The Licensee must not:

- (a) hold itself out, engage in any conduct or make any representation which may suggest to any person that the Licensee is for any purposes the agent of the Licensor or the Owner;
- (b) use the Work or any Adapted Work for a commercial purpose;
- (c) sell, licence, sublicense, offer to sell or license or sublicense the Work or any Adapted Work to any other party,

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other than in accordance with this Agreement.

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## **6 Termination**

Either party may terminate this Agreement upon the happening of any of the following events:

- (a) If an insolvency event occurs:
  - (i) either party ceases to (or is unable to pay its creditors (or any class of them) in the ordinary course of business, or announces its intention to do so;
  - (ii) either party enters into, or resolves to enter into, a scheme or arrangement, compromise or composition with any class of creditors;
  - (iii) anything having a substantially similar effect to any of the events specified above happens under the law applicable to this Agreement.
- (b) If the other party fails to comply with or observe any of the provisions of this Agreement and where that failure is capable of remedy the other party fails to remedy such a failure within 21 days of notice specifying

the failure and requiring it to be remedied.

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## **7 Consequences of termination**

### **7.1 The Licensee**

In the event of termination for any reason all rights of the Licensee granted under this Agreement (apart from accrued rights) terminate immediately and the Licensee must immediately cease to use the Work (and any Adapted Work) in any manner whatsoever and must deliver up to the Licensor all copies of the Work (and any Adapted Work) in the possession, custody or control of the Licensee.

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## **8 General provisions**

### **8.1 GST**

- (a) GST means a goods and services tax as defined in A New Tax System (Goods and Services Tax) Act 1999;
- (b) In respect of any taxable supply, the Licensee and the Licensor agree that the License Fee is inclusive of GST.

### **8.2 No Assignment**

the Licensee must not assign all or any of its rights given to it under this Agreement without the prior written consent of the Licensor.

### **8.3 Northern Territory Law to Apply**

This Agreement is to be read and construed according to the laws of the Northern Territory of Australia and the parties submit to the jurisdiction of that Territory and the Commonwealth of Australia.

### **8.4 Waiver**

This Agreement must not be varied except in writing signed by both the parties.

### **8.5 Unenforceability**

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

### **8.6 Stamp Duty**

All stamp duties and governmental charges arising out of or incidental to this Agreement are the responsibility of and must be paid by the Licensee.

### **8.7 Parties Must Do all Things Necessary**

Each party must do all acts and execute all documents necessary to give effect to this Agreement.

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## 9 Notices

- (a) All notices must be in writing and must not be delivered by electronic communication other than as set out below, but can be given by any one of the following means:
  - (i) by delivering it to the address of the party on a business day during normal business hours;
  - (ii) by sending it to the address of the party by registered post or if registered post is not available by ordinary post; or
  - (iii) by sending it by facsimile or email transmission to the facsimile or email address of the party.
- (b) A notice is deemed to be given and received:
  - (i) if given in accordance with clause 9(a)(i) on the next business day after the day of delivery;
  - (ii) if given in accordance with clause 9(a)(ii) 5 clear business days after the day of posting;
  - (iii) if given in accordance with clause 9(a)(iii) on receipt of a successful transmission report.
- (c) The address and facsimile numbers and email addresses referred to in clause 9 (in the absence of notice to the contrary) are set out below:

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### **Menzies:**

Address: Menzies School of Health Research  
PO Box 41096, Casuarina NT 0811, Australia

Email Address: [ResearchAdmin@menzies.edu.au](mailto:ResearchAdmin@menzies.edu.au)  
Facsimile: 08 8946 8464

### **DoH:**

Program Manager  
Address: PO Box 721, Alice Springs in the Northern Territory of Australia

Email Address: [RemoteAOD.DoH@nt.gov.au](mailto:RemoteAOD.DoH@nt.gov.au)  
Facsimile: 08 8942 6496

[insert details for licensee]

EXECUTED as an Agreement.

EXECUTED unconditionally by the parties as a Deed

**Executed** for and on behalf of the  
**Northern Territory of Australia**  
represented by the Department of Health  
– Remote Alcohol and Other Drugs  
Workforce Program – Central Australian  
Health Services

\_\_\_\_\_  
Signature of Authorised person

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Authorised person in full

\_\_\_\_\_  
Name of Witness in full

**Executed** for and on behalf of **Menzies**  
**School of Health Research** in accordance  
with the *Menzies School of Health*  
*Research Act*

\_\_\_\_\_  
Signature of Authorised person

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Authorised person in full

\_\_\_\_\_  
Name of Witness in full

Executed by [insert licensee name] in  
accordance with the [insert] Act:

\_\_\_\_\_  
Signature of Authorised Party

\_\_\_\_\_  
Name of Authorised Party in full

Executed by [insert name of licensee] by  
or in the presence of:

\_\_\_\_\_  
Signature of [insert name of licensee]

\_\_\_\_\_  
Signature of Authorised Party

\_\_\_\_\_  
Name of Authorised Party in full

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness in Full

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**1. Schedule 1**

[insert description of the Work]

