

**AUSTRALIAN INDIGENOUS LAW REVIEW**  
a publication of the



**INDIGENOUS LAW CENTRE**

**Writer Agreement**  
**Australian Indigenous Law Review**

**This is an Agreement made on 22 August 2008**

BETWEEN (the person referred to in Item 1 of Schedule 1 of this Agreement)  
(‘the Writer’)

AND **Indigenous Law Centre**  
of Faculty of Law, University of New South Wales  
SYDNEY NSW 2052  
(‘the Publisher’)

Whereby the Writer gives the Publisher a licence to reproduce the Article as listed in Item 2 of Schedule 1, upon the following terms:-

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The Writer grants to the Publisher a non-exclusive licence:-

- 1.1 to use, reproduce, communicate to the public and publish the Article, in all media now known, in one edition (the ‘Edition’) of the *Australian Indigenous Law Review*, which Edition may be published in all media now known.
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- 2.1 The Writer agrees not to license or deal with the Article for publication in any other magazine, journal or website or in any form of media now known or yet to be devised throughout the world prior to the publication of the Edition, provided that the Article is published by the Publisher within a reasonable time.
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The Writer will:-

- 3.1 ensure that the spelling of names and places are correct.
- 3.2 ensure that, to the best of the Writer's knowledge, the Article contains nothing of a defamatory, scandalous, confidential, sub-judice or otherwise actionable character.
- 3.3 be responsible for checking that all references are accurate.
- 3.4 obtain permission to use, reference or quote copyright sources.
- 3.5 obtain the written consent to reproduce or refer to any information from interviewees (if any), in a form satisfactory to the Publisher, and to disclose to the interviewee(s) the purpose of the interview and where and when the Article will be published.
- 3.6 notify the Publisher immediately upon knowledge of the death of any Indigenous person that is referred to or interviewed in the Article so that the Publisher can withdraw the name, likeness or any references to that Indigenous person if possible, unless the deceased's family or community expressly permits publication of the deceased's name.
- 3.7 ensure that all Indigenous cultural protocols, which it is the Writer's duty to ascertain, are followed.

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The Writer acknowledges that:-

- 4.1 the Article may be submitted by the Publisher to appropriately qualified referees to undergo an anonymous, double-blind peer review process.
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- 4.3 the anonymity of both authors and referees in the review process remains paramount, and the Publisher will not disclose the identity of authors to referees, or of referees to authors, under any circumstances.
- 4.4 the peer review process may take a month or more to complete.
- 4.5 the Article may be submitted for legal review by a lawyer selected by the Publisher.
- 4.6 the Publisher may require the Writer to amend the Article in accordance with the advice of the referees or lawyer.

### **5. The Editorial Process**



5.1 The Writer acknowledges that the Article shall undergo a thorough editing process, which entails the correction of spelling, syntax and grammar mistakes, the editing of references to conform to house style, and the occasional revision to clarify meaning.

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6.1 The Writer acknowledges that the Publisher is under no obligation to publish the Article, and that decisions made by the Editors of the *Australian Indigenous Law Review* and Publisher are final.

6.2 The Publisher will provide a complimentary copy of the Edition in which the Article is published to the Writer.

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The Writer warrants that:-

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7.3 the Article does not infringe any copyright, moral right or right of privacy or confidentiality or any other right whatsoever of any person;

7.4 the Article is not defamatory of any persons and does not contain material which may be sub-judice or if published may constitute a contempt of judicial proceedings; and

7.5 that the Article has not been previously published and is not under consideration to be published by another journal, magazine or website or in any form of media now known or yet to be devised throughout the world.

## **8. Indemnification of the Publisher**

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9.1 The Publisher will attribute the Writer in all reproductions of the Article as per Item 3 of Schedule 1, in recognition of the Writer's moral rights in the Article.

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11.1 Nothing in this agreement constitutes a relationship of employment, agency or partnership between the parties.

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12.1 The Publisher may assign its rights under this agreement

**13. Governing Law**

13.1 The laws of the State of New South Wales apply to this agreement, and each party submits to the jurisdiction of New South Wales.

Signed by the Writer

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.....  
for and on behalf of any other Writers of the Article

Date.....

Signed by

.....  
for and on behalf of the Publisher

Date.....

