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* 1. except with regard to Third Party Material expressly notified to RMIT in paragraph 7 below, the Author is the sole legal and beneficial owner of the copyright and any other rights in the Work;
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  4. the Author has not, and will not, grant to any third party any option, charge, security interest or similar encumbrance over the Work without first notifying RMIT and obtaining from RMIT it’s consent in writing;
  5. the Author has not previously assigned any rights in the Work to any third party;
  6. the Author has all legal, equitable and other rights to legitimately grant to RMIT the licences, rights and benefits set out above;
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1. **Moral Rights**

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1. **Governing Law and Jurisdiction**

This Deed is governed by the laws of Victoria and is subject to the non-exclusive jurisdiction of the courts of Victoria and their appellate courts.

**EXECUTED AS A DEED by the parties on the last date hereinafter appearing.**

**SIGNED SEALED AND DELIVERED**

|  |  |
| --- | --- |
| For and on behalf of RMIT by its authorised representative | By the Author |
| Signature: | Signature: |
| Name  of Representative: | Print Name: |
| Witness Signature: | Witness Signature: |
| Name of Witness: | Name of Witness: |
| Date: | Date: |

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