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	3. the Work does not contain any material of a third party other than Third Party Material notified to, and approved by, RMIT in accordance with paragraph 7 below;
	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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	8. all statements in the Work purporting to be facts are true; and
	9. the Work is not defamatory, libellous, obscene or otherwise unlawful for publication or other exploitation or commercialisation.
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A waiver of a right by either RMIT or the Author is only effective if it is writing. A party’s failure to exercise or delay in exercising a right or power does not operate as a waiver of that right or power and does not preclude the future exercise of that right or power.

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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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