SYDNEY LAW REVIEW AUTHOR AGREEMENT

About this Author Agreement

This Author Agreement sets out the terms under which you, the author/s (‘Author’), agree to permit The University of Sydney, as publisher of the Sydney Law Review, to consider for publication and/or publish your submission.

This Agreement is between [each (co-)author must be named on, and sign, this Agreement]

**AUTHOR NAME**
_____________________________________________________

of **ADDRESS**

__________________________________________________________________

**AUTHOR NAME**
_____________________________________________________

of **ADDRESS**

__________________________________________________________________

**AUTHOR NAME**
_____________________________________________________

of **ADDRESS**

__________________________________________________________________

**AUTHOR NAME**
_____________________________________________________

of **ADDRESS**

__________________________________________________________________

and The University of Sydney as Publisher of the Review concerning publication of the copyright work entitled [insert full title of copyright material]

__________________________________________________________________

(‘Work’) in the *Sydney Law Review* (‘the Review’).

THE AUTHOR AND THE PUBLISHER MAKE THE FOLLOWING AGREEMENT IN CONSIDERATION OF THE PUBLISHER AGREEING TO PUBLISH THE WORK:

Submission of Work

1. The Author:
   a) submits the Work to the Publisher for consideration for publication in the Review;
   b) has prepared the submitted Work in accordance with the Publisher’s publication guidelines for the Review;
   c) acknowledges that submission of the Work for possible publication is not acceptance of the Work by the Publisher and that the Publisher will notify the Author in writing of acceptance of the Work for publication or otherwise;
d) consents to the Publisher providing the submitted Work to anonymous third parties for peer-review as a condition of submission;

e) if accepted for publication by the Publisher, consents to the editing of the Work by the Publisher, for style and other matters, including feedback from anonymous reviewers;

f) shall promptly review comments from the anonymous reviewers and make necessary amendments to the Work to take in corrections or implement suggested improvements; and

g) retains copyright in the Work.

Grant of Exclusive Licence

2. In consideration of the Publisher agreeing to publish the Work in the Review, the Author hereby grants to the Publisher an irrevocable, perpetual, world-wide, free of cost exclusive licence to do any and all acts comprised in the copyright (whether now existing or created in the future) subsisting in the Work for the term of that copyright and any renewals, revivals and extensions of that copyright, including but not limited to the right to:

(a) reproduce the Work;
(b) publish the Work;
(c) index and/or abstract the Work;
(d) distribute the Work;
(e) transmit the Work;
(f) communicate the Work to the public;
(g) make the Work available to the public; and
(h) sub-license any of the rights in the Work licensed to the Review under this clause

in any and all formats and either alone or as part of the Review or in any other publication, product or compilation in any format or in any manner or any medium whether now existing or developed in the future as the Publisher in its absolute discretion thinks fit (including without limitation in print, electronic and online formats including, but not limited to: the Review website, and sub-licences to LexisNexis, Westlaw, Informit, HeinOnline, AustLII and EBSCO).

Author Warranties regarding the Work

3. The Author provides the warranties and representations in clauses 4 and 5, respectively, of this Agreement. Upon notice of the breach of any of these representations and warranties by you, the Editors may in their sole and absolute discretion unconditionally withdraw any offer of publication or withdraw the published Work.

4. The Author warrants to the Publisher that the Work:

(a) is an original work created by the Author (alone or as a co-author with other named co-authors);
(b) includes as named co-authors all contributors entitled to be named as co-authors of the Work;
(c) does not (and no part of the Work will) infringe the Intellectual Property Rights of any third party;
(d) is not defamatory or libellous;
(e) reproduces third party copyright material only as permitted by exceptions under the Copyright Act 1968 (Cth) or with the written permission of the copyright owner or their authorised agent, and in all cases with appropriate acknowledgment of the author and publisher; and
(f) has the necessary approvals of any applicable Human Research Ethics Committee, if applicable, and that publication is consistent with the conditions of any such approval.

5. The Author represents to the Publisher that:

(a) the Work (or any part thereof) has not been published elsewhere (except where earlier version(s) have been circulated as a working paper or work-in-progress conference
paper) and is not under consideration for publication in another journal or any other publication;
(b) if an earlier version has previously made available online as a working paper or work-in-progress conference paper: it has been removed from all sites where it could be found by a Reviewer;
(c) the Work (or any part thereof) will not be submitted for publication elsewhere, until the Editors confirm in writing that the Review does not intend to publish the Work;
(d) any relevant ethics approval has been acknowledged in the Work by citing the approving body/person, as well as the approval number and/or date.
(e) any relevant research grant or funding has been acknowledged in the Work by citing the relevant grant or funding information including funding body/person, as well as any grant number and/or title.

Indemnity

6. The Author hereby indemnifies and shall keep indemnified the Publisher and its Editors for the time being in respect of any loss, liability or damage sustained in connection with the breach of any of the warranties or representations in clauses 4 and 5, respectively, of this Author Agreement.

Payments and Royalties

7. No fee, royalty or other consideration is payable to the Author in respect of or in connection with the publication, licensing, sale or any other use of the Work by the Publisher.

8. The Author acknowledges that all monies collected by any collecting society or third party organisation operating under a statutory licence in respect of the reproduction or other use of the Work in the Review and payable to the Publisher, shall be paid in its entirety to the Publisher and the Author agrees not to register with any collecting society as author of the Work for the purpose of collecting any such monies.

9. The Publisher will retain 100% of royalties received from copying and reuse of the Work by others, such as via institutional photocopying or online availability of the Work.

Licence to Author

10. In consideration of the exclusive licence granted to the Publisher by the Author, the Publisher grants to the Author an irrevocable, non-transferable, royalty free non-exclusive licence throughout the world to reproduce the Work and communicate the Work to the public for the term of the copyright subsisting in the Work (and any renewals, revivals and extensions of that copyright), including permission to upload a post-publication copy of the Work (provided by the Review for this purpose) to institutional and other repositories such as SSRN, provided that:

(a) the Work has already been published in the Review and any reproduction or communication under the licence in this clause 10 includes an acknowledgement that the Work was first published in the Review and provides full publication citation details, namely: author, article title, year of publication, volume number, issue number and Journal title [Sydney Law Review]; and

(b) the Author does not receive any valuable consideration for such reproduction or communication by way of royalty, fee or otherwise.

Beyond the terms of this licence the Review may grant specific permission for exercises of copyright in the Work, if permission is sought prior to those exercises.

Governing Law

11. The law of the State of New South Wales applies to this Agreement and the parties to this Agreement submit to the exclusive jurisdiction of the courts of New South Wales.
Definitions
In this Author Agreement, the following **bold** terms have the following meanings, unless otherwise defined in the Agreement.

**Intellectual Property Rights** means all registered and unregistered rights in relation to present and future copyright, trade marks, designs, know-how, patents, confidential information and all other intellectual property as defined in article 2 of the Convention establishing the World Intellectual Property Organisatio 1967.

**Publisher** means The University of Sydney of Sydney, Australia, ABN 15 211 513 464

**Review** means the Sydney Law Review and any successor publication published by the Publisher.

**Work** means an original copyright work written by and submitted by the Author to the Publisher.

SIGNED

**AUTHOR 1 NAME:** _____________________________________________________________

Author 1 signature: _____________________________________________________________

Date: __________________________________________________________________________

**AUTHOR 2 NAME:** _____________________________________________________________

Author 2 signature: _____________________________________________________________

Date: __________________________________________________________________________

**AUTHOR 3 NAME:** _____________________________________________________________

Author 3 signature: _____________________________________________________________

Date: __________________________________________________________________________

**AUTHOR 4 NAME:** _____________________________________________________________

Author 4 signature: _____________________________________________________________

Date: __________________________________________________________________________

* Please update and sign this Agreement before uploading it as part of the online submission form. *