

Contributor's agreement

MAV agrees to publish the Contributor's Contribution in accordance with these terms and conditions. Once you have read the attached, sign and return a copy to MAV. An electronic and digitally signed version is acceptable.

Return to the editor

primenumber@mav.vic.edu.au, vinculum@mav.vic.edu.au or for Common Denominator, louise@stitchmarketing.com.au

Contract details

Publisher: The Mathematical Association of Victoria (MAV), 61 Blyth Street Brunswick, Victoria 3056, Australia ABN 34 004 892 755

Contributor (you):

Address:

Tel:

Email:

The Contribution

Authored article for (Publication)

on the topic of

Consideration: Consideration as per Clause 2. **Delivery date:**

EXECUTED as an agreement

Signed for and on behalf of The Mathematical Association of Victoria by the authorised officer, Jennifer Bowden, CEO.

Signed by contributor (you)

TERMS AND CONDITIONS

1. Provision of Contribution

You must deliver the Contribution by the Delivery Date.

2. Consideration

Provided you comply with all of your obligations under this agreement, we will promptly forward the a copy of the publication to you upon publication or on receipt of your written request for us to do so.

3. Ownership of copyright

You retain copyright of the Contribution.

4. Grant of licence

You grant the Publisher an irrevocable, royalty free, worldwide licence to:

- (a) reproduce and communicate the Contribution to the public, including but not limited to our printed and digital editions of the Publications, and other platforms such as INFORMIT and EBSCO and our own online community platform.
- (b) adapt, modify and otherwise edit the Contribution for publication; and
- (c) authorise others (including our assigned editors) to do either or both of the above.

The above licence is exclusive until six months from the date the Contribution is published, and non-exclusive thereafter.

5. Copyright Agency

You authorise us to collect and retain 100% of any statutory royalties resulting from our publication of the Contribution.

You also authorise us to appoint Copyright Agency as agent to licence the Contribution under its voluntary licensing schemes, including but not limited to online platforms or other systems that allow access to the journals, including but not limited to INFORMIT and EBSCO, and to retain 100% of any resulting income.

Contributor's agreement (continued)

6. Warranties

You warrant that:

- (a) you will deliver the Contribution by the Delivery Date;
- (b) the Contribution (including when published or used in accordance with the licence in clause 4) will not infringe copyright or any other intellectual property rights and will not infringe any moral rights;
- (c) the Contribution will not be defamatory or otherwise in breach of any law;
- (d) all statements contained in the Contribution purporting to be facts are true;
- (e) the collection, use, storage and disclosure of any personal information by the Contributor that is reflected or set out in the Contribution complies with privacy laws, and that all notifications or consents required under such laws have been given and obtained to enable the Publisher to use the relevant personal information as contemplated by this agreement;
- (f) if the Contribution contains images or recordings of individuals, written consents have been obtained from those individuals to use the relevant image/s or recording/s (or their contents) in the Contribution and by the Publisher as contemplated by this agreement;
- (g) if the Contribution contains any third party copyright material, you will obtain and provide to the Publisher all written licences, consents and permissions from those third parties;
- (h) you will include appropriate or required acknowledgement of any such licences, consents or permissions in the Contribution; and
- (i) you will not make the Contribution available through online platforms (including social media) or in other publications without the Publisher's prior written consent (which will not unreasonably be withheld or delayed), acknowledging that:
 - a. the Publisher's journals are a member-only service;

b. that any distribution to free online portals potentially devalues the Publisher's service to its members; and that, therefore.

c. the Publisher reserves the right to send "take down" notices to any online portals to which the Contribution has been uploaded or through which it is shared.

7. Moral rights

The Publisher will use its best endeavours to ensure you are given attribution for your work, in accordance with usual publishing practice, but you agree not to take any action against us should, despite our reasonable efforts, we infringe or authorise the infringement of your moral rights.

Without prejudice to the above: you consent to the Publishing editing, correcting and other wise amending the Contribution in line with its usual editorial and stylistic practices, and in accordance with any legal advice it may receive.

8. Indemnity

You agree to indemnify the Publisher and it officers, employees, volunteers agents and contractors (jointly and severally, the Indemnified) against any claim, demand, liability, loss, damage or cost (including legal fees on an indemnity basis) of any nature whatsoever incurred by any or all of the Indemnified directly, indirectly or consequentially in consequence of any breach of this agreement by you (including any breach of any of your warranties).

This indemnity survives the expiration or termination of this agreement.

9. Governing law

This agreement is governed by the law of Victoria, Australia and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that State.

10. Entire agreement

This agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

Thank you for submitting an article to MAV.

Please complete page 1 of this form and email it to the relevant editor:

primenumber@mav.vic.edu.au vinculum@mav.vic.edu.au louise@stitchmarketing.com.au (*Common Denominator*)