

FORM

You may only provide the Heritage Council of Western Australia (“we”; “our” or “us”) with photographs, images, graphics, illustrations or other visual content (“Material”) if you own the Material, or if you have been granted the rights by the owner of the Material, in accordance with the Terms below.

You may choose to:

- (a) transfer complete ownership of the Material to us by selecting Option A (below) or
- (b) retain ownership of the Material and license some, or all, of the rights to use the Material to us by selecting Option B (below).

1. PLEASE SELECT THE APPROPRIATE OPTION FOR GRANTING US USE OF YOUR IMAGE(S)

OPTION A: Transfer ownership of Material to us (Assigned Copyright)

Select this Option A if you agree to transfer and assign all right, title, ownership and intellectual property rights of the Material, such as copyright, design right, trademark and other similar rights (“Intellectual Property Rights”), to us completely.

This means we will become the owner of the Material and may use, copy, edit, publish or create new works using the Material (in whole or part); incorporate the Material in any way and in any form, media or technology, for any purpose, at its sole discretion. If you select this option, you also agree we may license, distribute, or otherwise deal with the Material, including granting the same rights in the Material, to a third party.

You hereby assign and transfer all rights, title and interest in the Material (including all Intellectual Property Rights) to us.

OPTION B: Licence to use material (General Use Licence)

Select this Option B if you would like to retain ownership of the Material but would like to license the use of the Material to us.

Subject to any specified Restrictions (you may insert in the space provided below), you grant us a world-wide licence to:

- (a) use, copy, edit, publish or create new works using the Material (in whole or part);
- (b) incorporate the Material in any way and in any form, media or technology, for any purpose;
- (c) license, distribute or otherwise deal with the Material, including granting the same rights in the Material to any third party; and
- (d) at its sole discretion, for an unlimited period.

RESTRICTIONS (RESTRICTED USE LICENCE)

If you wish to restrict our use of the Material in any way, please state the restrictions in this section here:

(Please note if you leave this section blank, you agree to grant Us an unrestricted licence to use the Material to the full extent legally permissible).

TERMS AND CONDITIONS

Whether you have selected Option A or B (above), please note:

- we are not obligated to use or publish Material you submit to us; and
- subject to any restrictions (above), we will use the Material at our sole discretion.

You may not revoke this licence or require any payment of royalties or fees from us to use the Material.

Intellectual property

In supplying the Material to us, you warrant that:

- (a) you own all intellectual property rights in and attached to the Material, including without limitation, copyright, design rights, trademarks and other similar rights (“Intellectual Property Rights”); or where you do not own the Intellectual Property Rights in the Material, you have the right to transfer or license the Material to us in accordance with these terms and conditions; and
- (b) the Material is not offensive, rude, defamatory, or illegal.

You agree to indemnify us against any liability, including any third party action or claim against our use of the Material, arising as a result of your breach of any of the above warranties.

Your use of the Material

You may continue to use, reproduce, and adapt the Material for personal, non-commercial use. (In case of Option A, you are granted an automatic licence back to use the Material as described.)

Moral Rights

We will acknowledge your name as the photographer or creator of the Material in any publication or public distribution of the Material.

If you are not the photographer or creator of the Material, we will credit the appropriate photographer or creator.

Whilst we take reasonable care to ensure the correct name of the appropriate photographer or creator of the Material is acknowledged at publication or distribution, you agree we are not responsible for any unforeseen errors in acknowledging you as the photographer or creator. If an unforeseen error occurs, please contact us to rectify this.

You agree we may modify, alter, or use the Material you provide us in any way whatsoever and waive all other moral rights, including the right of integrity, to the Material.



2. IMAGE AND PHOTOGRAPHER DETAILS

IMAGE DETAILS

Place Number (if known):

Place Name (and/or):

Address:

Postcode:

Date taken:

PHOTO DETAILS

(Be as specific as possible – provide detailed title information and context for each image i.e. site visit, tourist visit, place owner, inherited from family etc.)

PHOTO DETAILS (continued)

* If more space is required, please include the details in the body of your email, or attach a separate file.

PHOTOGRAPHER/COPYRIGHT OWNER'S DETAILS

Photographer's name:	
Owner's name (if different from photographer):	
Address:	
	Postcode:
Telephone:	Email:

3. I AGREE

I Agree

By ticking the "I Agree" box, you indicate that you agree to the licence/transfer of ownership of the Materials and to the terms and conditions listed above.

Signed: _____ Date: _____

Please email this form to the relevant Heritage Officer, or for general donations send to info@dplh.wa.gov.au.

FOR FURTHER INFORMATION PLEASE CONTACT

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