



Australian Government

Department of Health and Aged Care

Copyright Licence Deed

**Title: 'A treatment guide: A brief cognitive
behavioural intervention for regular
amphetamine users'**



Commonwealth of Australia represented by
the Department of Health and Aged Care
ABN 83 605 426 759
(Department)

Maria Grzegorzewska University
(Organisation)

COPYRIGHT LICENCE DEED

THIS LICENCE DEED is made on day of 2025

BACKGROUND

- A. The Department owns or has a licence to the Works.
- B. The Organisation has translated the Works into Polish under a previous licence with the Department (**Translated Works**).
- C. The Organisation wishes to publish the Translated Works for the benefit of practitioners in Poland to use the Translated Works to treat patients.
- D. The Department agrees to allow the Organisation to use the underlying copyright in the Works on the terms and conditions set out in this Deed.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed, unless the contrary intention appears:

Commencement Date means the date on which the last Party signs this Deed;

Commercialise in respect of the Works means the primary purpose of acquiring a profit, earning income or making a financial gain, whether successful or not;

Contributors means the intervention developed by Baker, A., Kay-Lambkin, F., Lee, N.K. & Claire, M., adapted from the sources cited in the 'Sources and Acknowledgements' Section of the Works;

Deed means the terms and conditions of this Deed;

Intellectual Property means all rights in relation to copyright (except Moral Rights), inventions (including patent rights), registered and unregistered designs, circuit layouts, plant varieties, registered and unregistered trademarks (including service marks and goodwill associated with trademarks)), and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;

Moral Rights means:

- (a) the right of integrity of authorship;
- (b) the right to be attributed as an author; and
- (c) the right not to have authorship falsely attributed;

Parties means the Department and the Organisation, and **Party** means any one of them;

Term has the same meaning as given to it in clause 3.1;

Translated Works means the Works as translated into the Polish language by the Organisation under a previous licence dated 19 February 2024; and

Works means the 2003 treatment guide titled 'A Brief Cognitive Behavioural Intervention for Regular Amphetamine Users' that is 84 pages in length.

1.2 In this Deed, unless the contrary intention appears:

- (a) the word "including" and its other grammatical forms shall not be interpreted as a word of limitation or restriction;
- (b) words in the singular include the plural and words in the plural include the singular;
- (c) words importing a gender include any other gender;
- (d) clause headings are inserted for convenient reference only and are not an aid to interpretation;
- (e) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (f) any interpretation of a provision of this Deed must not adversely disadvantage or detrimentally affect a Party simply because the Party drafted that provision;
- (g) a reference to the word "use" and its other grammatical expressions includes translation into another language; and
- (h) a reference to the Organisation includes the officers, employees, volunteers and research staff of the Organisation.

2. GRANT OF LICENCE

2.1 Subject to clauses 4 and **Błąd! Nie można odnaleźć źródła odwołania.**, the Department grants to the Organisation a non-exclusive, non-transferable and free licence to use the Works within the Translated Works in Poland for the purpose of publishing the Translated Works for practitioners to use.

3. TERM

3.1 This Deed commences on the Commencement Date and, subject to earlier termination pursuant to clause 8.2, continues in perpetuity.

4. RESTRICTIONS ON LICENCE

4.1 The Organisation must:

- (a) not sub-license or grant to any third party any right to use the Works or Translated Works (in whole or part) without first obtaining the prior written permission of the Department;
- (b) not Commercialise the Translated Works;
- (c) use reasonable care and protection to prevent the unauthorised use, copying, publication or dissemination of the Translated Works; and
- (d) acknowledge the Department and the Contributors in the published Translated Works in the form of the acknowledgement provided below:

Baker, A., Kay-Lambkin, F., Lee, N.K., Claire, M. & Jenner, L. (2003). A Brief Cognitive Behavioural Intervention for Regular Amphetamine Users. Australian Government Department of Health and Aged Care.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 Intellectual Property Rights in the Works is retained by the University of Newcastle and full rights to use, sub-licence, reproduce, modify and exploit the Works are granted by the University of Newcastle to the Department. Permission to use the Works beyond the limits or for purposes other than those permitted under the *Copyright Act 1968* (Commonwealth), must be obtained from the Department.
- 5.2 Where a Contributor has contributed a component of the Works, Intellectual Property Rights in that component of the Works vest in the Contributor.
- 5.3 The Organisation undertakes not to challenge the ownership of the Works or to seek to register any Intellectual Property rights to the Works.
- 5.4 This clause **Błąd! Nie można odnaleźć źródła odwołania.** shall survive the expiration or termination of this Deed.

6. RISK AND LIABILITY

- 6.1 The Organisation uses the Works and the Translated Works at its own risk and the Department is not responsible for or liable to the Organisation in any way for any loss, costs, expense, damage or injury suffered or incurred by the Organisation arising from, or in connection with, the Organisation's use of Works and the Translated Works.
- 6.2 The Organisation:
 - (a) assumes responsibility for the selection of the Works to achieve any intended results and for its use of the Works;
 - (b) assumes responsibility for the interpretation of any results obtained from the use of the Works and must exercise all appropriate precautions before placing reliance on those results; and

- (c) must report any errors or problems with the Works to the Department as soon as practicable.
- 6.3 The Organisation must bear its own costs and expenses associated with its use of the Works and the Translated Works.
- 6.4 The Department makes no representation or warranty in respect of the suitability of, or the Organisation's ability to use, the Works, including whether any use by the Organisation does or will not infringe the Intellectual Property of any third party.
- 6.5 The Organisation releases, holds harmless and indemnifies the Department, the University of Newcastle and the Contributors (including their officers, employees and agents) from, and against, all liability, losses, claims, proceedings, damages, costs and expenses directly or indirectly relating to, or arising from:
 - (a) any act or omission of any kind in connection with the use of the Works, the Translated Works or both in any way; or
 - (b) a breach of this Deed,by the Organisation.
- 6.6 This clause 6 shall survive the expiration or termination of this Deed.

7. DISPUTE RESOLUTION

- 7.1 Subject to clause 7.3, the Parties agree not to commence any legal proceedings in respect of any dispute arising under this Deed, which has not been resolved by informal discussion, until the procedure provided by clause 7.2 has been followed.
- 7.2 The Parties agree that any dispute arising during the course of this Deed will be dealt with as follows:
 - (a) the Party claiming that there is a dispute will send the other Party a written notice setting out the nature of the dispute;
 - (b) the Parties will try to resolve the dispute through direct negotiation by persons who they have given authority to resolve the dispute;
 - (c) the Parties have fourteen (14) days from the receipt of the notice to reach a resolution or to agree that the dispute is to be submitted to mediation or some alternative dispute resolution procedure; and
 - (d) if:
 - i. there is no resolution of the dispute;

- ii. there is no agreement on submission of the dispute to mediation or some alternative dispute resolution procedure; or
 - iii. there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within sixty (60) days of the submission, or such extended time as the Parties may agree in writing before the expiration of the sixty (60) days,
- then either Party may commence legal proceedings.

7.3 For the avoidance of doubt, this clause 7 does not apply where either Party commences legal proceedings for interlocutory relief.

8. EXPIRY AND TERMINATION

8.1 This Deed will expire at the end of the Term. However, the Department may at any time, by notice, terminate this Deed.

8.2 A Party may, by notice in writing to the other Party, end this Deed during the Term with effect on and from the date specified in the termination notice where the other Party:

- (a) breaches a provision of this Deed and fails to remedy that breach within the period stated in a notice to remedy. The period stated in the notice to remedy must be reasonable, having regard to the nature of the breach and the time realistically required to remedy that breach; or
- (b) breaches a material provision of this Deed and such a breach is not capable of being remedied at all.

8.3 A notice given under clause 8.2 must:

- (a) specify the ground of termination; and
- (b) state the date on which the Deed will end, being a date at least fourteen (14) days after the date on which the notice is given.

8.4 On the expiration or termination of this Deed, the Organisation must:

- (a) cease using the Works; and
- (b) immediately either:
 - i. destroy; or
 - ii. return to the Department,

all copies of the Works in its possession, custody or control.

9. NOTICES

9.1 A Party giving a notice under this Deed must:

- (a) do so in writing; and
- (b) address it to the officer of the other Party who is responsible for the management of this Deed.

10. GENERAL

- 10.1 A waiver by a Party of a breach of this Deed by the other Party will not be deemed to be a waiver in respect of any other breach or of any subsequent breach by the other Party.
- 10.2 This Deed constitutes the entire agreement between the Parties in relation to the licensing of the Works and supersedes all communications, negotiations, arrangements and agreements, either oral or written, between the Parties concerning this subject matter.
- 10.3 No agreement or understanding varying or extending this Deed shall be legally binding upon either Party unless in writing and signed by both Parties.
- 10.4 The laws of the Australian Capital Territory apply to this Deed.
- 10.5 A Party is not by virtue of this Deed, or for any purpose, an employee, partner or agent of the other Party, or invested with any power or authority to bind or represent the other Party.
- 10.6 Each Party must do all acts and things (including execute documents) necessary, or desirable, to give effect to this Deed when requested by the other Party to do so.
- 10.7 Despite anything to the contrary, the Organisation must not assign, transfer or novate any of its rights and interests in the Works under this Deed (in whole or in part) to any person without the prior written permission of the Department.

11. DISCLAIMER

- 11.1 The Organisation acknowledges and agrees that the Department:
 - (a) has not tailored the Works to the Organisation's requirements or specifications;
 - (b) is not responsible for any Loss associated with transmission of Harmful Code;
 - (c) to the extent permitted by Law:
 - i. does not warrant that the Works are free from errors;
 - ii. does not warrant the quality, performance or suitability of the Works for any purpose; and

- iii. the Department is not liable for any Loss incurred by the Organisation or any third party arising out of use of the Works (whether in accordance with this Deed or otherwise).

12. CONFIDENTIALITY

12.1 Prohibition on use and disclosure

Subject to clause 12.2, the Organisation must:

- (a) keep the Confidential Information of the Department confidential, including keeping that information secure and protected from unauthorised access, use and disclosure; and
- (b) not make public, disclose, reproduce or use any Confidential Information of the Department except for the Permitted Use and in accordance with this Deed, unless the Department gives its prior written consent.

12.2 Exceptions to obligations

The obligations on the Organisation under clause 12.1 will not be taken to have been breached to the extent that Confidential Information of the Department:

- (a) is disclosed to the Organisation's internal personnel or advisers solely for the Permitted Use; or
- (b) is required to be disclosed by Law, the rules of a stock exchange, or this deed.

12.3 Disclosure of Confidential Information

Where the Organisation discloses Confidential Information of the Department to another person pursuant to clause (a), the Organisation must:

- (a) notify the receiving person that the information is Confidential Information and not provide the Confidential Information unless the receiving person agrees to keep the information confidential on the same terms as this Deed; and
- (b) notify the Department that this has occurred and, if requested by the Department, give the Department the names of all persons it has disclosed Confidential Information to.

12.4 No reduction in privacy obligations

Nothing in this Deed derogates from any obligation which either party may have either under the Privacy Act as amended from time to time, or under this Deed, in relation to the protection of Personal Information.

12.5 Deed provisions

Notwithstanding any other provision of this Deed, the Department may disclose the existence and provisions of this Deed.

13. AUDIT

13.1 The Department or its nominee may audit the Organisation's compliance with this Deed, and the Organisation must participate in and cooperate with such audits.

13.2 Each party will bear its own costs of any audit.

EXECUTED AS A DEED

SIGNED, SEALED AND DELIVERED for)
and on behalf of **COMMONWEALTH OF**)
AUSTRALIA as represented by the)
Department of Health and Aged Care by its)
duly authorised delegate:)

.....
Signature of authorised person

.....
Name and title of authorised person
in the presence of:

.....
Signature of witness

.....
Name of witness

SIGNED, SEALED AND DELIVERED for)
and on behalf of)
Maria Grzegorzewska University)
by its duly authorised representative:)

.....
Signature of authorised person

.....
Name and title of authorised person
in the presence of:

.....
Signature of witness

.....
Name of witness