

## 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 given the rights by the owner of the Material to provide the Material to us in accordance with the Terms below.

You may choose to:

- (a) transfer complete ownership in the Material to us by selecting Option A (below) or
- (b) retain ownership in 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 in material to Heritage Council of Western Australia (Assigned Copyright)**

Select this Option A if you agree to transfer and assign all right, title and ownership in the Material and all intellectual property rights in the Material, such as copyright, design right, trade mark and other similar rights ("Intellectual Property Rights"), to the Heritage Council completely.

This means that the Heritage Council of WA 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 that the Heritage Council of WA 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 right, title and interest in the Material (including all Intellectual Property Rights) to the Heritage Council of WA.

☐ **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 the Heritage Council of WA.

Subject to any specified Restrictions (you may insert in the space provided below), you grant the Heritage Council of WA 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;
- (d) at its sole discretion, for an unlimited period.

## Restrictions (Restricted Use Licence)

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

(Please note that if you leave this section blank, you agree to grant the Heritage Council of WA an unrestricted licence to use the Material to the full extent legally permissible, in any way it wishes).

## TERMS AND CONDITIONS

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

- we are not required to use or publish any Material you submit to us.
- subject to any restrictions (above), we will use the Material in our sole entire 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, trade marks 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 and publish 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, please let us know at the time of providing us with any Material so that we may credit the appropriate photographer or creator.

While we take reasonable care to ensure that your name or the name of the appropriate photographer or creator of the Material is published with any reproduction or distribution of the Material, you agree that we are not responsible for any mistakes in acknowledging you as the photographer or creator of the Material. Where you become aware that another person has been mistakenly credited for your Material or where we have failed to acknowledge you as the creator of any Material you have provided us with, please contact us to correct this.

You agree that 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 – detailed title information welcomed for each image, as well as the context in which the images were taken ie: 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 option you have selected for the photo details provided and to the terms and conditions listed above.

Signed:

Date:

For further information please contact

Please email this form to the relevant Heritage Officer,  
or for general donations send to [info@dplh.wa.gov.au](mailto:info@dplh.wa.gov.au).  
Alternatively, print form and post to address below.

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