

# Audio/Video/Photograph Consent Deed



THE UNIVERSITY OF  
MELBOURNE

<b>Name</b>		<b>You or Your</b>
<b>Address</b>		
<b>Email</b>		
<b>Phone</b>		

<b>Presentation Title</b>		<b>Presentation</b>
<b>Presentation Location</b>		
<b>Presentation Date</b>		

You agree that:

- (a) the University of Melbourne (**University**) may: (i) make an audio or video recording of Your image or voice; or (ii) take a photograph of You; or (iii) make any digital record of Your image or voice relating to the Presentation and to any other material which you expressly or impliedly provide to the University, including Your profile (**Recording**);
- (b) the University may use Your name or any other personal reference in relation to the Recording;
- (c) the University may make a transcript of the Recording (**Transcript**);
- (d) the University may in its discretion use, copy, publish, make available, distribute, transmit, perform, display, edit or modify (**Utilise**) the Recording and the Transcript anywhere in the world, but only for the purposes of academic and teaching and research activities, any promotion and marketing, reporting and journalism, and knowledge transfer (**Permitted Purposes**);
- (e) if the Recording or Transcript is edited or modified, the University must ensure that the editing or modification:
  - (i) does not injure Your reputation or good standing;
  - (ii) is not derogatory or prejudicial to You; and
  - (iii) does not infringe Your moral rights;
- (f) if you are giving a performance, presentation, production, appearance, talk, speech, lecture, interview, discussion, demonstration or debate (**Performance**) in the Recording and that Performance incorporates any intellectual property rights, including but not limited to copyright, trade marks, designs, patents, domain names, trade names or business names (**Intellectual Property Rights**), then You grant the University a licence for those Intellectual Property Rights to be incorporated into the Recording or Transcript, and for the Recording or Transcript to be Utilised as permitted by this Deed;
- (g) You are not entitled to any royalties, fees or other compensation in return for any Utilization of the Recording or Transcript permitted by this Deed.
- (h) The University has existing agreements with third parties for the distribution of content such as Recordings. One of the University's agreements is with Apple Pty Ltd (**Apple**) for the distribution of certain content via iTunes and iTunes U. You agree that third parties, such as Apple, may Utilise the Recording and Transcript for the Permitted Purposes.
- (i) The University may enter into other agreements with third parties for the distribution of content such as Recordings and Transcripts. You agree that other third parties may Utilise the Recording and Transcript for the Permitted Purposes.
- (j) You warrant that:
  - (i) You have all the rights necessary to make the Performance to the public and to permit the Recording and Transcript to be made of that Performance and Utilised in accordance with this deed;
  - (ii) No third party's Intellectual Property Rights will be infringed by any Utilization of the Recording or Transcript permitted by this Deed;
  - (iii) Your Performance will not contain any material that is untrue, defamatory of any person, misleading or deceptive nor will it constitute an invasion of privacy or amount to the violation of any right of publicity or other rights of any third party; and

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(iv) By giving the Performance You will not breach any obligation of confidentiality to any third party.

## Executed as a Deed:

Signed, sealed and delivered by You in the presence of:	..... Your Signature
..... Witness signature and name	..... Date