

THE-ICE IPoE (International Panel of Experts) Forum Transfer of Copyright Agreement

IN FAVOUR OF *International Centre of Excellence in Tourism & Hospitality Education Limited (THE-ICE)*

RECITALS

The Author owns the copyright in the Works described in Schedule 1 (**the Works**)

The Author wishes to assign ownership of the copyright in the Works to THE-ICE, who wishes to accept such assignment upon the following terms

OPERATIVE PROVISIONS

Assignment

The Author assigns the copyright in the Works to THE-ICE

Author warranties

The Author warrants that:

- (a) the Works are original, have been written by the Author, have not been published elsewhere, and are not encumbered or subject to any existing license;
- (b) the Works do not infringe the rights of any third party;
- (c) to the best of the Authors knowledge the Works contain no libellous or other unlawful statements;
- (d) permission has been obtained, where necessary by law, from copyright owners for any excerpts from copyrighted works that are included in the Works and all sources in the Works have been credited; and
- (e) all co-author(s) have, or have agreed to, execute this Agreement.

Moral rights

THE-ICE must ensure that the Works are not subjected to any treatment which will infringe the moral rights of the Author.

Indemnity

The Author indemnifies THE-ICE against any and all claims, demands, losses, damages and costs that THE-ICE incurs or may incur as a result of a breach by the Author of the Author's obligations and warranties in this assignment.

General terms of publication

The parties acknowledge that the Author retains all Patent and trademark rights and rights to any process or procedure described in the Works. THE-ICE grants to the Author a perpetual, royalty free license:

- (a) to include the Works in full or in part in a thesis or dissertation;
- (b) to photocopy or make electronic copies of the Works for personal use, including for their own classroom use, or for the personal use of colleagues;
- (c) to post the final published version of the Works for free for scholarly / scientific purposes, in particular, the right to self-archive it publicly on the internet;
- (d) subsequent to publication, to use the Works, or any part of them, free of charge in a printed compilation of works of their own such as collected writings or lecture notes;

- (e) to present summaries or reports of the Works at a meeting or conference and if a paper, to hand copies of the paper to the delegates attending the meeting;
- (f) to prepare derivative works, with full acknowledgement to the publisher; and
- (g) to extend the Works into book-length form with full acknowledgement to the publisher.

The Author may request THE-ICE to consent to the granting of a licence for all uses not included above, including the authorisation of third parties to reproduce or otherwise use all or part of the Works (including figures and tables).

Applicable law

This Assignment is governed by the laws of Queensland, Australia, and the parties submit to the jurisdiction of the courts of that State.

Amendments

This Agreement may not be varied except in writing signed by all of the parties and THE-ICE.

Severability

If any provision of this Agreement is held by a court to be unlawful, invalid, unenforceable, or in conflict with any rule of law, statute, ordinance or regulation it is to be severed so that the validity and enforceability of the remaining provisions are not affected.

Please mark the appropriate box below, then sign and date the document before returning to THE-ICE

I confirm:

- I am the sole author of the manuscript
- I am the co-author of the Works and there are other co-authors.

Executed on behalf of all authors and co-authors by:		
Signature of author:		
Full name:		Date:
In the presence of:		
Signature of witness:		
Full name:		Date:

SCHEDULE 1 – THE WORKS

The Works are:

Full Title:	
Authors/ Co-authors:	

and any abstract/s to the above paper