

CONSULTANT PROPOSED PROJECT AGREEMENT 2004

Developing and Using Language Materials

Between

Indigenous community organisation name and address

And

Consultant's name and address








Use this agreement when the consultant thinks of the project first and then approaches the community.

This model agreement prepared by the *Arts Law Centre of Australia* comes with the FATSIL Protocol. You should read the agreement with the FATSIL Protocol.


Both documents are free, and are available from the FATSIL office or can be downloaded from the FATSIL website.

CONSULTANT PROPOSED PROJECT AGREEMENT 2004

Developing and Using Language Materials

KEY	
Picture	Meaning
	This picture means that you need to write the names and addresses of the people and organisations who are making the agreement.
	This picture means that you need to make choices.
	This picture means that you need to write something.
	This picture means that legally binding promises begin.
	This picture means that the agreement is talking about copyright, especially ownership of the copyright in the Project Material.
	This picture is put where the agreement deals with disagreements.
	This picture is put where the agreement needs to be signed.

CONTRACT DETAILS


Item 1 Party Details 		THE CONSULTANT	THE INDIGENOUS COMMUNITY ORGANISATION
	Name
		(You)	(Us or We)
	ACN/ABN		
	Address		
	Phone		
	Fax		
	Email		
Website			

<p>Item 2 Project</p>	<p>Describe the project, its purpose and what it is expected to achieve:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>																								
<p>Item 3 Project Period</p>	<p>Project Period:</p> <p>Start Date:</p> <p>End Date:</p>																								
<p>Item 4 Locations</p>	<p>You must conduct the Project at the following location(s):</p> <p>.....</p> <p>.....</p>																								
<p>Item 5 Meetings</p>	<p>Meeting with Representative(s) (describe when and where meeting(s) will take place):</p> <p>.....</p> <p>.....</p>																								
<p>Item 6 We Contribution</p>	<p>Describe what services, materials or equipment We must contribute to the Project.</p> <table border="1" data-bbox="488 993 1377 1892"> <thead> <tr> <th data-bbox="488 993 704 1077"><i>People</i></th> <th data-bbox="704 993 951 1077"><i>Services/Materials/ Equipment</i></th> <th data-bbox="951 993 1166 1077"><i>Information</i></th> <th data-bbox="1166 993 1377 1077"><i>Facilities</i></th> </tr> </thead> <tbody> <tr> <td data-bbox="488 1077 704 1299"> <p><i>Who (example only)</i></p> <p><i>Name of person</i></p> </td> <td data-bbox="704 1077 951 1299"> <p><i>What (example only)</i></p> <p><i>Help to find historical papers)</i></p> </td> <td data-bbox="951 1077 1166 1299"> <p><i>What (example only)</i></p> <p><i>Knowledge of meanings for local names</i></p> </td> <td data-bbox="1166 1077 1377 1299"> <p><i>What (example only)</i></p> <p><i>One room at the community centre and use of the furniture</i></p> </td> </tr> <tr> <td colspan="4" data-bbox="488 1299 1377 1356"> <p><i>Insert actual details in these columns :</i></p> </td> </tr> <tr> <td data-bbox="488 1356 704 1535"> <p><i>Who</i></p> </td> <td data-bbox="704 1356 951 1535"> <p><i>What</i></p> </td> <td data-bbox="951 1356 1166 1535"> <p><i>What</i></p> </td> <td data-bbox="1166 1356 1377 1535"> <p><i>What</i></p> </td> </tr> <tr> <td data-bbox="488 1535 704 1713"> <p><i>When</i></p> </td> <td data-bbox="704 1535 951 1713"> <p><i>When</i></p> </td> <td data-bbox="951 1535 1166 1713"> <p><i>When</i></p> </td> <td data-bbox="1166 1535 1377 1713"> <p><i>When</i></p> </td> </tr> <tr> <td data-bbox="488 1713 704 1892"> <p><i>How</i></p> </td> <td data-bbox="704 1713 951 1892"> <p><i>How</i></p> </td> <td data-bbox="951 1713 1166 1892"> <p><i>How</i></p> </td> <td data-bbox="1166 1713 1377 1892"> <p><i>How</i></p> </td> </tr> </tbody> </table>	<i>People</i>	<i>Services/Materials/ Equipment</i>	<i>Information</i>	<i>Facilities</i>	<p><i>Who (example only)</i></p> <p><i>Name of person</i></p>	<p><i>What (example only)</i></p> <p><i>Help to find historical papers)</i></p>	<p><i>What (example only)</i></p> <p><i>Knowledge of meanings for local names</i></p>	<p><i>What (example only)</i></p> <p><i>One room at the community centre and use of the furniture</i></p>	<p><i>Insert actual details in these columns :</i></p>				<p><i>Who</i></p>	<p><i>What</i></p>	<p><i>What</i></p>	<p><i>What</i></p>	<p><i>When</i></p>	<p><i>When</i></p>	<p><i>When</i></p>	<p><i>When</i></p>	<p><i>How</i></p>	<p><i>How</i></p>	<p><i>How</i></p>	<p><i>How</i></p>
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<p>Item 8</p> <p>Progress Reports</p>	<p>Dates for Progress Reports from You:</p> <p>.....</p> <p>.....</p>												
<p>Item 9</p> <p>Project Material</p>	<p>Describe the final Project Material which You must deliver to Us.</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>												
<p>Item 10</p> <p>Commercialisation</p>	<p>Do You intend to commercialise the Project Material?</p> <p style="text-align: right;"><i>(circle one)</i> Yes / No</p>												
<p>Item 11</p>	<p>(i) Will You have funds to pay Us under this Agreement?</p>												

Payment Details	<p style="text-align: right;">(circle one) Yes / No</p> <p>(ii) Your payment to Us: Total Fees Payable (this may be expressed as hourly rates for particular services)</p> <p>\$..... (exclusive of GST)</p> <p>(iii) Amount payable on Execution of Agreement (this may be expressed as hourly rates for particular services)</p> <p>\$.....</p> <p>(iv) Further Amounts Payable</p> <p>.....</p> <p>.....</p> <p>(v) Method of Payment (tick):</p> <p><input type="checkbox"/> Cash</p> <p><input type="checkbox"/> Cheque</p> <p><input type="checkbox"/> Other: (give account details)</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
Item 12 Ownership of Project Material, including the copyright	<p><i>(Tick the box that applies to this Project. You must tick only one box.)</i></p> <p>Subject to clause 60:</p> <p><input type="checkbox"/> We and You own all rights and interests (including the Intellectual Property) in the Project Material, jointly, throughout the world for the full period of copyright in these rights and interests.</p> <p><input type="checkbox"/> We own all rights and interests (including the Intellectual Property) in the Project Material throughout the world for the full period of copyright in these rights and interests. You sell (assign) to Us absolutely all of Your rights and interests in the Project Materials to give effect to this.</p> <p><input type="checkbox"/> You own all rights and interests (including the Intellectual Property) in the Project Material.</p> <p><input type="checkbox"/> You own all rights and interests (including the Intellectual Property) in all Project Material that is a cinematograph film or a sound recording (as those terms are defined in the Copyright Act). We own all rights and interests (including the Intellectual Property) in all other Project Material.</p>
Item 13 Delivery Date	<p>.....</p>

<p>Item 14</p> <p>Other Interested People</p>	<p>List other people or organisations who are involved with the Project.</p> <p>.....</p> <p>.....</p>
<p>Item 15</p> <p>Special Conditions</p>	<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>

	<p>SIGNED by the CONSULTANT</p> <p>.....</p> <p>Signature</p> <p>.....</p> <p>Full Name of Signatory</p> <p>.....</p> <p>Date:</p>	<p>SIGNED by THE REPRESENTATIVE on behalf of the COMMUNITY ORGANISATION</p> <p>.....</p> <p>Signature</p> <p>.....</p> <p>Full Name of Signatory</p> <p>.....</p> <p>We</p> <p>Date:</p>



BACKGROUND

1. You and We both acknowledge that we wish to work collaboratively on a language project that produces language materials.
2. You and We both acknowledge that we will use our best efforts to maintain a positive and respectful working relationship throughout the Project.
3. We will give You access to the materials and the people listed in **Item 6** of the Contract Details to help with the Project, on condition that We and Other Interested People also benefit from the Project, on the terms of this agreement.
4. You will deliver to Us the Project Material as described in **Item 7** of the Contract Details as is required under this agreement

THE PROJECT

5. You must clearly tell Us and, if We ask you to, the Other Interested People, about:
 - (a) the Project's aims and outcomes;
 - (b) any other people or organisations to work on the Project;
 - (c) what Project results will be used for; and
 - (d) what the expected benefit to Us and any Other Interested People is likely to be.
6. You must get Our informed consent to conduct the Project and produce the Project Material.
7. You must be responsible for all materials, equipment, facilities and other people used for the Project, and ensure that they are adequate and appropriate for the Project.
8. You acknowledge and agree to the Project's aims and outcomes set out in **Item 2** of the Contract Details and agree to deliver and produce the final Project Material stated in **Item 9** of the Contract Details.
9. You must:
 - (a) perform the Project according to the Protocol, any relevant local Indigenous and government protocols, guidelines, policies and principles to the extent not inconsistent with the Protocol, and this agreement;

- (b) conduct the Project during the Project Period and at the location(s) stated in **Item 3** of the Contract Details;
- (c) not engage any other person or organisation to work on the Project without first getting Our consent;
- (d) use reasonable efforts to ensure that the Project Material has a statement about the purpose for which it was produced and what it is not suitable for, for example:

“This publication was created to assist [name] community in the revitalising and teaching of [name] language. Our community is also happy to make this publication available to help other communities, and the consultants who work with them, to revitalise their languages.”

- 10. You must, in all matters relating to the Project:
 - (a) always show the utmost good faith to Us and the Other Interested People; and
 - (b) engage and work with an appropriate interpreter where this would help You to communicate with Us, any Other Interested People, and any other Australian Indigenous people relevant to the Project.
- 11. You will deliver the Project Material to Us on the date stated in **Item 13** of the Contract Details.

REPRESENTATIVE, PROJECT CHANGES AND MEETINGS



- 12. We may nominate a person(s) as Our representative for the Project (**Our Representative**).
- 13. We can change Our Representative at any time if We tell you of the change and the new name and contact details.
- 14. You will deal with Us firstly through Our Representative, and give all reports due to Us under this agreement to Our Representative.
- 15. You must promptly tell Us and the Other Interested People about any major changes to the Project.
- 16. During the Project Period, Our Representative and other people or groups of people nominated by us will meet You at the times and locations listed in **Item 5** of the Contract Details or any other times that we both agree, and at places agreed by both of us, to keep Us and any Other Interested People informed about the Project.

YOUR ICIP ACKNOWLEDGEMENTS AND PROMISES

ICIP promises

17. You must observe the Protocol and any other applicable protocol known to You and:
- (a) make sure that You get informed consent to Your use of any ICIP in connection with the Project from properly authorised custodians of the ICIP identified by Our Representative. We will use Our best efforts to help You do this;
 - (b) comply with any restrictions on using and dealing with ICIP that the properly authorised custodians identified by Our Representative tell You about;
 - (c) not do or allow anything to be done that may damage, put in danger or disrespect Our Intellectual Property or any ICIP used in connection with the Project, or help anyone else to do so; and
 - (d) make sure that the Project does not damage Indigenous cultural integrity.

Your acknowledgement of Us and Other Interested People

18. Unless We tell You otherwise, You must:
- (a) use Your best efforts to make sure that Our Contribution to the Project and the Project Material is acknowledged in all publications of the final Project Material and in anything else referring to the Project;
 - (b) use Your best efforts to make sure that the contribution of any Other Interested People is acknowledged by including this notice prominently in all publications of the Project Material and in anything else referring to the Project:



“This work embodies traditional knowledge of the _____ (name) community. It was created with the consent of the custodians of the community. Dealing with any part of it for any purpose that has not been authorised by the custodians is a serious breach of the customary laws of the _____ (name) community, and may also breach the Australian Copyright Act 1968 (Cth).”

Our community is happy to make this work available to help other Indigenous communities, and the consultants who work with them, revitalise their languages.

For enquiries about this and other permitted reproduction and use of the work, please contact _____ (community)/other contact names)."

19. Nothing in this agreement transfers or excludes any applicable cultural rights in favour of Australian Indigenous people that may be implemented under Australian law.

PASSING ON SKILLS TO US

20. You must give the people and organisations named in **Item 7** of the Contract Details, the training described in **Item 7**, at the time and in the way also described in **Item 7**.

WHAT WE CAN DO

21. We must give You reasonable access to materials and people at the times and in the way described in **Item 6**.
22. If You are to develop Software for the Project, We must give you access to the Equipment during Our usual business days and information reasonably needed by You about the Specification, the Equipment and the Project.
23. You acknowledge that We may restrict (or attach conditions to) Your access to Culturally Sensitive Information, and that these conditions may change from time to time.

PAYMENT

24. You agree to pay Us the payments set out in **Item 11** of the Contract Details (if any), according to the terms set out in **Item 11**.
25. Except for the payments expressly provided for in **Item 11** of the Contract Details, each of us bears all of our own costs relating to the Project.
26. If You said in **Item 10** that You intend to commercialise the Project Material, You must not commercialise the Project Material without first getting Our consent. You must get Our consent again for each new commercialisation.

27. If You commercialise the Project Material, without limiting any other rights We may have, You agree to pay Us (or someone else that We give You details of) these royalties:

Percentage of Gross Payments payable:

When payment is due:.....

Payment method for royalties: *(only if different from payment method stated above in Item 11(v))*:

28. If royalties are payable under this Agreement, You must also give Us a true and complete written statement which You have signed showing any royalties payable to Us that sets out how the royalties have been calculated.
29. Any payments paid to Us under this Agreement must be exclusive of GST.
30. If GST is payable in relation to any payments made for any supply under this Agreement, the payment payable is increased by the amount of the GST so long as the person receiving the payment:
- (a) is registered for the purposes of GST; and
 - (b) provides the payer with a GST compliant invoice.
31. If a party is required to pay any GST according to this clause, it must pay the GST within 14 days of receiving the tax invoice.

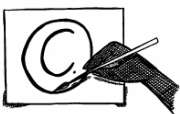
MATERIAL AND COPYRIGHT OWNERSHIP

Who owns Our Contribution and Your Contribution?

32. As between You and Us, We own all rights and interests in Our Contribution and You own all rights and interests in Your Contribution.

Who owns the Project Material?

33. You and We agree that all rights and interests in the Project Material (including in the Intellectual Property) are owned as stated in **item 12** of the Contract Details.
34. If You engage any other person or organisation to work on the Project You must make sure that it sells (assigns) to Us, or to We and You, all of its rights and interests (including the Intellectual Property) in the Project Material, so that all rights and interests in the Project Material are as set out in **item 12** of the Contract Details.



USE OF OUR CONTRIBUTION AND YOUR CONTRIBUTION

35. You can use Our Contribution (non-exclusively), as stated in **Item 6** of the Contract Details, to the extent necessary to let You use the Project Material.
36. We can use Your Contribution (non-exclusively), as stated in **Item 7** of the Contract Details, to the extent necessary to let Us use the Project Material.

PROMISES ABOUT PROJECT MATERIAL

37. You represent and warrant that:
- (a) the Project Material will not infringe any other person's or organisation's Intellectual Property; and
 - (b) You have not, and will not, deal with the Project Material in a way that would conflict with Our rights and interests in it under this agreement.

USE AND PROTECTION OF PROJECT MATERIAL

When is use allowed?

38. You and We recognise that any use of Project Material is subject to clause 43 below.
39. We recognise that You may:

(Tick the boxes that apply to this Project. Any number of boxes may be ticked.)

- publish and submit for publication Project Material and material based on Project Material in recognised and respected journals;
- discuss the Project and the Project Material in lectures, seminars, symposia and other professional meetings;
- teach on matters related to the Project; and
- submit for a degree, a thesis or dissertation based on the Project and Project Material for examination by authorised examiners, and deposit the thesis or dissertation in a university or equivalent library according to the relevant procedures of the institution, all according to normal academic practice

40. We may use the Project Material in any way We want to. Without limiting this, We may use Project Material for the purposes stated in **Item 9** of the Contract Details.



Access to Project Material

41. You must protect the Project Material by taking all reasonable measures to keep the Project Material secure and to store it in a manner and in facilities that are appropriate:
 - (a) to maximise the life of the Project Material; and
 - (b) that take into account Our and any Other Interested Peoples' access, skills and sensitivities in relation to on-line access.
42. You must use reasonable efforts to give Us a copy of the Project Material as soon as possible after its completion, and after receiving Our reasonable request to do so.
43. We and You both agree that:

*(Tick the boxes that apply to the Project. You may tick **any number** of boxes.)*

- the Project Material must not be made publicly available
- subject to the other terms of this agreement, either of us may make the Project Material publicly available;
- You may deposit the Project Material and any other material gathered or produced in connection with the Project in these public libraries or collections only:

.....

(name the libraries and collections)

- the Project Material can be made available by Us to help other Indigenous communities and the consultants who work with them to revitalise their languages;
- the Project Material can be made available by You to help other Indigenous communities and the consultants who work with them to revitalise their languages;
- You are responsible for organising, copying, labelling and cataloguing Project Material and any other material gathered or produced in connection with the Project;
- You must use Your best efforts to make sure that high quality copies of the Project Material are lodged with AIATSIS (or another archive that we both agree to) as soon as possible after the Project Material is



finished and use Your best efforts to ensure that nominated access conditions relating to the Project Material, where appropriate, benefit Us and the Other Interested People so that the archive can perform its curatorial responsibility according to local wishes and protocols;

- You must use Your best efforts to make sure that high quality copies of the Project Material are lodged with AIATSIS (or this archive) as soon as possible after the Project Material is finished and use Your best efforts to ensure that nominated access conditions relating to the Project Material, where appropriate, benefit Us and the Other Interested People so that this archive can perform its curatorial responsibility according to local wishes and protocols:

(name of archive)

- We will promptly inform AIATSIS (or other agreed archive) of any changes to conditions of access to the Project Material, for example, on the basis of Culturally Sensitive Information, the passing away of any person, or the change in status of a relevant incorporated body;
- You and We must use reasonable efforts to ensure that an original archival copy of any audio-visual Project Material is made and kept safe, and that any other copies of it are made from that copy for day-to-day use.

RECORDS AND REPORTS

44. To the extent that You can, You must give Us or Our representatives reasonable access to Project sites and premises during usual business hours, and let Us observe work on the Project.

Progress Reports

45. You must give Us progress reports on the date(s) specified in **Item 8** of the Contract Details which will include:
 - (a) the status of project;
 - (b) the estimated time to completion;
 - (c) a statement of the work done as at the date of the progress report;
and
 - (d) results of the Project (if any).

LIABILITY

46. To the extent that We are allowed by law:
- (a) We are not liable (including in negligence) in relation to any claim, loss or damage in connection with the Project or this agreement, except to the extent due to Our breach of this agreement; and
 - (b) You are responsible for Your officers, employees, contractors and agents, including for:
 - (i) any payments and taxes relating to Your engagement of them; and
 - (ii) any injury, loss or damage that any of them may suffer (or any other person or organisation may suffer in connection with any acts or omissions by any of them),
- in relation to this agreement.

CONFIDENTIALITY

47. You and We recognise that the Project may require the transfer of Confidential Information (including Culturally Sensitive Information) between us.
48. Subject to the terms of this Agreement, neither of us can, during this agreement and after it has ended:
- (a) use any of the other's Confidential Information except to the extent necessary for the Project; or
 - (b) disclose any of the other's Confidential Information, except according to this agreement, without first getting the other party's written consent.
49. Either of us may use and disclose Confidential Information:
- (a) if we are legally required to do so; or
 - (b) once it is in the public domain (except for You in relation to Culturally Sensitive Information).

ENDING THE AGREEMENT

50. We or You may end this agreement immediately by telling the other party if:



- (a) the other party is or becomes or is considered to be insolvent (including where a provisional liquidator, liquidator, administrator, controller, receiver, or receiver and manager is appointed) or the other party ceases to carry on business or threatens to do so;
- (b) the other party breaches any of its obligations under this agreement and does not fix the breach (if it can be fixed) within one month of being told about it.

51. Either of us may end this agreement immediately by telling the other if:
- (a) You are ill or incapacitated for a continuous period of at least 3 months or a period of 6 months during any calendar year of this agreement; or
 - (b) there is a change in Your ownership that is likely to affect the Project.

52. This agreement automatically ends if You pass away.

WHAT HAPPENS AT THE END OF THE AGREEMENT?

53. At the end of this agreement:
- (a) You must stop working on the Project;
 - (b) We may require You to give Us a copy of (or give Us access to) the Project Material or, if not finished, Your work in progress for the Project Material;
 - (c) each of us must return to the other records and copies of any Confidential Information that belongs to the other party, and must not keep any copies or other records of the Confidential Information.

SOLVING DISPUTES



54. If You or We disagree about this agreement, whoever disagrees must:
- (a) first tell the other about the dispute; and
 - (b) not start any litigation or arbitration in relation to the dispute until clauses 53 to 57, inclusive, are followed.
55. Once the other party has been told of the dispute, both parties must arrange for representatives to meet within 14 days and take all reasonable steps to try to solve it.
56. If our representatives do not solve the dispute, You or We may refer the dispute to the Arts Law Mediation Service, to be dealt with according to

any Arts Law mediation guidelines current at that time. These guidelines are part of this agreement.

57. If the dispute is not solved by the parties' representatives or by mediation, either party may terminate this agreement by telling the other party in writing and clause 52 applies.
58. You and We must continue to perform our obligations under this agreement even if we disagree.

YOUR AND OUR RELATIONSHIP

59. You and We both agree that we are each independent contractors and not partners, joint venturers or principal and agent.

WHAT IF OUR LEGAL STATUS CHANGES?

60. If We cease to exist as an organisation, Our rights and interests in the Project Material immediately vest in:
 - (a) Our successor, or if none;
 - (b) AIATSIS or its successor; or;
 - (c) another archive (or its successor) that We choose and tell You about before this occurs.

CHANGING OR TRANSFERRING THIS AGREEMENT

61. You and We can only change this agreement in writing signed by both of us.
62. This agreement is personal to You. You must not:
 - (a) transfer it in any way; or
 - (b) sub-licence any of the rights that We grant to You under it, without first getting Our consent.

THIS AGREEMENT

63. The laws of _____ (*insert State or Territory*) govern this agreement and each party irrevocably submits to the exclusive jurisdiction of the courts of that state or territory.
64. This Agreement is subject to the Special Conditions (if any) as specified in **Item 15** of the Contract Details.

65. You and We must each do anything (including sign any documents) and must make sure that our officers, employees, contractors and agents do anything (including sign any documents) that we are reasonably asked by the other to do to give full effect to this agreement.
66. This document contains the entire agreement between We and You about its subject matter, and replaces any previous understandings, agreements, representations or warranties about this subject matter.
67. In this agreement:
 - (a) headings, pictures and words not printed in black ink are for assistance only, and do not affect how this agreement is interpreted;
 - (b) if an example is given of anything, such as by saying it includes something, the example does not limit the scope of that thing.

ATTACHMENT A – DEFINITIONS

Aboriginal has the meaning given to that term in section 3 of the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984*.

Aboriginal Tradition has the meaning given to that term in section 3 of the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984*

AIATSIS means the Australian Institute of Aboriginal and Torres Strait Islander Studies, a statutory authority established by the *Australian Institute of Aboriginal and Torres Strait Islander Studies Act 1989 (Cth)*, or any successor agency.

Arts Law means the Arts Law Centre of Australia (ACN 002 706 256) The Gunnery, 43-51 Cowper Wharf Road, Woolloomooloo, NSW, 2011.

Our Contribution means the contribution described in **Item 6** of the Contract Details.

Confidential Information means information about a party and its business, including Culturally Sensitive Information, information that a party tells the other is confidential, and information which, if disclosed, would prejudice a party but excludes information that is in or legitimately falls into the public domain.

Your Contribution means the contribution described in **Item 7** of the Contract Details.

Culturally Sensitive Information means all information and knowledge of special religious, spiritual or customary significance considered to be secret, exclusive or restricted by an Aboriginal person or according to Aboriginal Tradition.

Gross Payments means all payments received by or for You from commercialising the Project Material without any deduction from those payments. The payments are not limited to money.

ICIP arises from the right of Indigenous people to their cultural heritage and means the intangible and tangible aspects of the whole body of cultural practices, resources and knowledge systems that have been developed, nurtured and refined by Indigenous people (and continue to be developed, nurtured and refined) by Indigenous people and passed on by Indigenous people as part of expressing their cultural identity, including:

- Literary, performing and artistic works (including music, dance, song, ceremonies, symbols and designs, narratives and poetry);
- Languages;

- Scientific, agricultural, technical, and ecological knowledge (including cultigens, medicines and sustainable use of flora and fauna);
- Spiritual knowledge;
- All items of moveable cultural property, including burial artefacts;
- Indigenous ancestral remains;
- Indigenous human genetic material (including DNA and tissues); and
- Cultural environmental resources (including minerals and species).

Intellectual Property means all rights in or in relation to copyright, trade marks, designs, patents, circuit layouts, plant varieties, inventions and other results in the industrial, commercial, scientific, literary or artistic fields.

Other Interested People means the people or organisations identified in **Item 14** of the Contract Details.

Protocol means the document called *FATSIL Guide to Community Protocols for Indigenous Language Projects 2004*, (as it may be amended from time to time).

Words used in the Protocol have the same meaning in this agreement unless this agreement says that they have another meaning.

If someone is said to have a right, or is allowed to do something **non-exclusively**, it means that other people and organisations can also have these rights or be allowed to do these things.