

Schedule 32 – Moral Rights Consent

MORAL RIGHTS CONSENT

THIS DEED POLL is made on the _____ day of _____ .

BY: [Insert name of individual] of [insert address], [insert occupation] (**Author**)

IN FAVOUR OF **Health Administration Corporation (ABN 45 100 538 161)**, a corporation sole constituted under section 9 of the *Health Administration Act 1982* (NSW) (**HAC** and, together with the **NSLHD**, the **State**)

Northern Sydney Local Health District (ABN 63 834 171 987) (**NSLHD** and, together with **HAC**, the **State**)

and

NBH Operator Co Pty Ltd (ACN 169 029 181) in its capacity as trustee of the **NBH Operating Trust ABN 83 722 380 020** of Level 1, 312 St Kilda Road, Melbourne VIC 3004 (**Operator**)

WHEREAS:

- D The State proposes to contract out the design, construction, commissioning and operation of the Northern Beaches Hospital (**Project**).
- E The Operator is responsible for the Project under the deed entitled 'Project Deed – Northern Beaches Hospital' dated [insert date] 2014 between, among others, the State and the Operator.
- F The Author may create or has created material in which copyright subsists for the purposes of the *Copyright Act 1968* (Cth) (as amended) for the purposes of or otherwise for use in connection with the Project (**Copyright Material**).

THE AUTHOR COVENANTS as follows:

The Author in consideration of the State or the Operator paying the Author \$1 (receipt of which is hereby acknowledged):

1. agrees, to the extent permitted by law, not to sue, enforce any claim, bring any action or exercise any remedy in respect of any, or any alleged, breach, infringement or other wrongdoing, howsoever or whatsoever occurring, including without limitation for the breach or alleged breach of any of the Author's 'moral rights' under the *Copyright Act 1968* (Cth) (as amended from time to time), (whether before or after the date of this Moral Rights Consent) by:
 - (a) the State or the Operator;
 - (b) any contractor which the State or the Operator engages;
 - (c) any third party to whom the State or the Operator sub-licences (whether express or implied), or grants any other right to use, possess, modify, vary or amend any of the Copyright Material; or
 - (d) any third party to whom the State or the Operator assigns rights it has in, or in relation to any of the Copyright Material,

(together, **the State the Operator and Associated Persons**) in relation to any of the Copyright Material;

2. without limiting section 1 above, consents to any of the State the Operator and Associated Persons:
 - (a) failing to acknowledge or attribute the Author's authorship of any of the Copyright Material;
 - (b) falsely attributing authorship of any of the Copyright Material; and
 - (c) making any modification, variation or amendment of any nature whatsoever to any of the Copyright Material, whether or not it:
 - (i) results in a material distortion, destruction or mutilation of any of the Copyright Material; or
 - (ii) is prejudicial to the honour or reputation of the Author; and
3. without limiting sections 1 or 2, consents to any of the State the Operator and Associated Persons:
 - (a) using any of the Copyright Material for any purpose for which it was intended at the time the Copyright Material was created;
 - (b) altering any of the Copyright Material by adding to, removing elements from, or rearranging elements of, the Copyright Material, including without limitation by combining elements of any of the Copyright Material with any other material; and
 - (c) changing, relocating, demolishing or destroying any building which incorporates, is based on, or is constructed in accordance with, any of the Copyright Material.

Nothing in this document amounts to an obligation on the State to comply, or a warranty by the State that it will comply, with the *Competition and Consumer Act 2010* (Cth) or any equivalent provision of State or Territory legislation.

Executed as a deed poll.

[Execution clause to be inserted]