

GENERAL AUTHORITY TO MAKE A RECORD OF THE GARMA FESTIVAL

BETWEEN: Yothu Yindi Foundation Aboriginal Corporation, GPO Box 2727, Darwin NT Australia 0801

AND: _____

A. Definitions:

In this document:

‘**Festival**’ means the Garma Festival, the Yirrkala School Campus and the Yirrnnga Music Development Centre, Events held at Gulkula, Gunyangara, and other locations in northeast Arnhem Land in the Northern Territory of Australia during the month of August 2009 and includes all of the events and images comprising the Festival.

‘**Record**’ includes any photographic, film, video or audio recording, whether permanent or not and the creation of any literary, dramatic, artistic or musical work which embodies an image or sound which was made available to the recorder by virtue of this agreement and their subsequent presence at the Festival.

‘**Recorder**’ means a person who is authorised by this document to make a record of the Festival.

‘**YYF**’ means the Yothu Yindi Foundation Aboriginal Corporation.

‘**Traditional Aboriginal Owners**’ mean the Yolngu people who have the rights to perform, create, reproduce and control the reproduction of any aspects of the subject matter of the Festival.

‘**Subject Matter**’ includes all things done at the Festival by any Traditional Aboriginal Owners including the things comprising their corpus of ritual knowledge held or owned by them under their Aboriginal law and custom and includes the confidential information, words, stories, songs, dances, images and paintings, disclosed or revealed, spoken, sung, performed, exposed or created at the Festival.

‘**YY**’ means the musical group known as Yothu Yindi.

‘**Publish**’ has the meaning given to the word in section 29 of the Copyright Act and includes any disclosure of the Record made of the Festival to a person who was not present at the Festival or not authorised by the Festival, the relevant Traditional Aboriginal Owners to have the Record disclosed to them.

B. Whereas:

The Recorder wishes to make a Record of the Festival.

The Festival is prepared to authorise and has the power to authorise the Recorder to have access to the Festival to make such a Record.

C. It is hereby agreed that the Recorder is so authorised on the following conditions:

The Recorder is only authorised to make a record of the Festival for their personal use and any publication of the Record is not authorised unless written permission is granted by YYF. **FOR THE AVOIDANCE OF DOUBT THIS AGREEMENT DOES NOT PERMIT THE RECORDER TO PUBLISH ANY RECORD ON THE INTERNET INCLUDING ON WEBSITES SUCH AS FLICKR, FACEBOOK, MYSPACE OR ANY OTHER WEBSITE (REGARDLESS OF WHETHER THE RECORDER HAS SET THE WEBSITE SET TO “PRIVATE SECURITY”). SHOULD THE RECORDER WISH TO UPLOAD ANY RECORD TO A WEBSITE THEREBY MAKING A RECORD AVAILABLE ON THE INTERNET, THE RECORDER MUST SEEK PRIOR WRITTEN APPROVAL FROM YYF.**

The things comprising the Subject Matter are incidents of the Traditional Aboriginal Owners rights arising from their ownership of certain land inherited by them from their ancestors, including their creator ancestors and may only be used by them in a manner consistent with their law and custom and in particular for the purpose of maintaining the integrity of their law and custom.

Any copyright or other intellectual property rights arising by virtue of this authorisation to make a Record of the Subject Matter of the Festival are held by YYF for the benefit of the Traditional Aboriginal Owners of that Subject Matter.

No Record of the Festival may be used in any way whatsoever without the prior written approval of YYF except in the circumstances set out below.

The Recorder shall at all times during the period of the Festival follow the directions of YYF including any persons authorised to give such directions by YYF and/or YY.

The Recorder shall provide to YYF as soon as possible after the completion of the Festival a high quality copy of all or any Record made during the Festival.

YYF may use the copy of the Record provided to it by the Recorder in its absolute discretion – including for fundraising and publicity purposes - provided that it credits the Recorder in an appropriate manner.

The Recorder shall not use a Record whether authorisation or permission is granted or not in a manner that is detrimental to the Traditional Aboriginal Owners, their rights in land, or their corpus of ritual knowledge or in any manner whatsoever inconsistent with Aboriginal law and custom.

The Recorder will not seek to obtain any authorisation, agreement or permission from any Traditional Aboriginal Owner in relation to any matter whatsoever other than through or with the consent of YYF.

The Recorder acknowledges that this agreement does not allow the Recorder to make any record of YY without further written permission of YY.

Signed: _____

Signed: _____

The Recorder: _____

YYF: _____

Date: _____

Date: _____

Witness: _____

Witness: _____

Electronic acceptance of your registration and attending Garma means that you accept the terms of this agreement.