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Recitals

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- (e) they have the right to grant the licence in clause 3.1;



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- (f) the Work and CSIRO Publishing's reasonable use of the Work, in accordance with the licences granted to it under this Agreement, does not infringe any intellectual property rights, moral rights or any other rights of any person;
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- (h) the Work is not presently being considered for publication with another publisher;
- (i) they are not the subject or target of or otherwise affected by any sanctions imposed by the sanctions authority of any government;
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- (m) there are no actual or apparent conflicts of interest connected to the Work that have not previously been declared;
- (n) if they have used any artificial intelligence tool in the writing of the manuscript or production of any of its graphical elements or in the collection or analysis of data, they have disclosed in the 'Materials and Methods' section of the Work which tool(s) and how it was used;
- (o) they agree to comply with any and all applicable CSIRO Publishing policies as at the time of entering into this Agreement. These policies are currently accessible on the CSIRO Publishing website; and

- (p) the Work meets all ethical standards applicable to the research discipline.

4.2 If, following consultation with the Copyright Owner(s), CSIRO Publishing reasonably considers that any Copyright Owner has breached any of the warranties or representations in clause 4.1, CSIRO Publishing may cease making available or publishing the Work, or require that the Copyright Owner(s) make any necessary revisions to the Work.

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6. General provisions

6.1 This Agreement is governed by the laws of Victoria, Australia and the parties submit to the non-exclusive jurisdiction of the courts of Victoria, Australia.

6.2 If a clause of this Agreement is void, illegal or unenforceable, it may be severed without affecting



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the enforceability of the other provisions in this Agreement.

6.3 The Copyright Owner(s) may not assign or novate any right or obligation under this Agreement without the prior written consent of CSIRO Publishing.

6.4 Each party will do all things and execute all documents necessary to give full effect to this Agreement.

6.5 A provision of or a right created by this Agreement cannot be waived except in writing and signed by the party granting the waiver.

6.6 This agreement (including a counterpart) may be signed and exchanged electronically by any or all of the parties. This agreement may be executed in counterparts and the counterparts taken together constitute one document.

6.7 The signatories to this Agreement warrant and represent that they have the authority to enter into this Agreement on behalf of the party they are stated to represent.

7. Interpretation and definitions

7.1 In this Agreement, unless the context otherwise requires:

- (a) a word denoting an individual (such as a 'person') includes a corporation, firm, authority, unincorporated association or instrumentality;
- (b) words in singular include plural and words in plural include singular;

- (c) a reference to a party includes their successors and permitted assigns; and
- (d) every obligation entered into by two or more parties binds them jointly and each of them severally.

7.2 In this Agreement, capitalised terms have the meanings set out below:

Author(s) are all authors of the Work and are set out in the Details.

Authors Accepted Manuscript means the version of the Work that has been accepted for publication. This version may include revisions resulting from peer review, but may be subject to further editorial input by the CSIRO Publishing.

Editor means an editor of the Journal.

Journal has the meaning set out in the Details.

Version of Record or **VoR** means the version of the Work that is formally published in the Journal.

Work means all the material that comprises the article submitted to CSIRO Publishing that relates to the work referred to in the Details, and includes all revisions made thereto such as the Authors Accepted Manuscript and the VoR.

Where the **Work** is to be published in the Australian Energy Producers Journal, **Work** also includes the presentation slides and/or poster, that relates to the work referred to in the Details, which will be presented by one or more of the Authors at the Australian Energy Producers Conference and Exhibition.

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