P 1 of 2

This has been scanned from one continuous section of the Deed of Copyright Licence signed by all directors, and then turned into text via OCR software, so the formatting will not be identical. No other changes have been made, except for two parts in square brackets and in red, to enlarge and colour the relevant fonts, and add 'comments' in balloons. Reading only the blue parts gives the 'big picture' of the problem. All comments on this paper are 'without prejudice' in this matter.

3. WARRANTIES

AiG-Australia warrants and represents to AiG-USA that:

- (a) prior to the date of this Deed, it had granted to AiG-USA an implied licence to:
 - reproduce the Works in any and all media, including hard copy, Internet, MP3 and any other audio format; and:
 - (ii) make adaptations of the Works as AiG-USA may see fit;
- (b) each of the Works was created by one or more employees of AiG-Australia and in the course of each employee's employment with AiG-Australia;
 - (c) AIG-Australia is the absolute and unencumbered legal and beneficial owner of all rights in each of the Works subject only to the interests of AIG-USA. and to moral rights and similar non-assignable personal rights owned by the authors of the Works;
 - (d) AIG-Australia is entitled to grant to AiG-USA the rights granted under this Deed and such grant does not, and will not, conflict with any rights AiG-Australia has granted or may in the future grant in relation to the Works;
 - (e) each of the Works is original and none has been copied from any third person or copyrighted source;
 - (f) to the best of its knowledge, the disclosure, reproduction, copying, adaptation, publication, performance, exhibition, transmission, communication or other use by AiG-USA (or any employee, contractor, licensee, assignee or successor of AiG-USA, or any other person. authorised by AiG-USA) of the Works or of any adaptation of the Works will not infringe the rights (including copyright and moral rights) of any other person nor give rise to an obligation to pay any compensation or royalty to any person; and
 - (g) it [i.e. AiG-Aus] has secured from each author of the Works [Defined elsewhere as all published articles owned by AiG-Australia includes many outside authors.], for the benefit of

AiG-USA (and any employee, contractor, licensee, assignee and successor of AIG-USA, and any other person authorised by AiG-USA) full, effective, perpetual and irrevocable:

- (i) consents to make such use of the Works or any adaptation of any of those works (or any part of any of those. works or of any such adaptation) as would, but for such consent, infringe any moral rights and similar non-assignable personal rights which may subsist in any of those works (including falsely attributing authorship, failing to attribute authorship or making distortions, additions or alterations or any other derogatory treatment) and
- undertakings to not make any other work which reproduces a substantial part of the Works, notwithstanding section 72 of the Copyright Act 1968 (Cth),

and must immediately and at its cost on request by AiG-USA, procure compliance with such consents and undertakings to the maximum extent legally possible.

Comment: This is clearly and self-evidently not true- no such consents exist. There are NO written consents that permit AiG-USA to breach moral rights and falsely attribute authorship, or anything like it. To seek to breach moral rights is surely not Christian anyway, but in addition, all directors have plainly put their signatures to a lie - hopefully some will now realize it. The Lord of Heaven cannot be pleased, and what we are asking for is just to talk in safety, to see if wrongs can be righted.

P 2 of 2

- 4. INDEMNITY AND RELEASE
- 4.1 AIG-Australia must indemnify and hold harmless AIG-USA and its Related Bodies

Corporate and licensees at their respective directors, officers, employees and agents

from all Liabilities whatsoever and howsoever arising in connection with any breach of warranties and representations given under clause 3, including any liability arising in respect of infringement of copyright in

the Works or **moral rights** and similar non assignable personal rights of any author of any of the Works. END OF EXTRACT

Comment: THUS: If AiG-USA were to falsely attribute authorship, an aggrieved author seeking a lawful remedy would find that the Australian ministry would have to pay all of AiG-USA's penalties. Note that many of the authors referred to work outside of our organization. So this document purports to permit AiG-USA to breach moral rights, e.g. bear false witness by false attribution, and then to be totally protected from any consequences, because the Australian ministry has to pay the consequences.