

# AVATAR'S ABODE PTY. LTD.

ABN 97 010423686

*Avatar's Abode Pty. Ltd as Trustee for The Avatar's Abode Trust*

48 Meher Road, Woombye. Postal Address - P.O. Box 184 Woombye. Qld. 4559

Avatar's Abode Phone: (07) 5442 1961 Fax: (07) 5442 1700

All Correspondence for Roy Hayes: 19 Meher Rd., Woombye. Qld. 4559

Phone (07) 5442 1544 Fax (07) 5442 1700

**JAI MEHER BABA!**

## **RE: FRANCIS BRABAZON COPYRIGHT OWNERSHIP**

Avatar's Abode has decided in order to avoid confusion it should offer a clarification regarding the ownership of Francis Brabazon copyright. Directors of the trustee obtained advice from specialist copyright lawyers who have advised the following:-

***Unless copyright is expressly assigned away in writing to a publisher then the copyright is owned by the author (in this case Francis Brabazon) or his beneficiary (in this case The Avatar's Abode Trust). This lasts for seventy years from the date of the author's death.***

No assignments were ever given in writing by Francis or the Trust to any publisher, so all copyright in all the works authored by Francis Brabazon are the property of and owned by the Avatar's Abode Trust.

Any past publisher of Francis' work merely had a non exclusive right (now terminated) to reproduce in print certain of his works. At no stage did they ever hold the copyright to his works.

We are (upon receipt of a signed letter or faxed acknowledgement on the foot of this letter) prepared to consider granting you a non exclusive, personal (cannot be assigned to another person or entity) right to circulate Francis Brabazon material providing you at all times:-

1. Ensure Francis Brabazon is acknowledged as the author.
2. Give acknowledgment that copyright is held by the Avatar's Abode Trust with the following wording - © Copyright Avatar's Abode Trust
3. Appropriately quote the source of the material, eg. "In Dust I Sing" – Ghazal 23 or "The Beloved is All in All" – Page 7.
4. Adhere in all other respects to the Francis Brabazon Intellectual Property Policy (as attached).
5. Adhere to all conditions that the Trust may require for you to publish Francis Brabazon Works.

Would you please let us know of your agreement to these terms of licence by signing the acknowledgement below and sending or faxing it to us along with your detailed proposal. Please note that until we have the acknowledgement you have no rights at all to use, publish, circulate or reproduce any works of Francis Brabazon.

You need approval before you can publish Francis's works in any form.

In His Love and Service,

Roy Hayes,  
Secretary of the Avatar's Abode Trust

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## Acknowledgement

I, \_\_\_\_\_

(insert name , title and position with organisation )

hereby agree and accept the terms of the licence as stated above in so far as this organisation's rights to use the works of Francis Brabazon. I also acknowledge and agree the Avatars Abode Trust is the owner of the copyright in such works.

Signed – \_\_\_\_\_

Dated – \_\_\_\_\_

# **Francis Brabazon Intellectual Property Policy**

Francis Brabazon left his entire body of works, including books and manuscripts to the Avatar's Abode Trust. These works include his poetry, ghazals, music, plays, prose and songs both published and unpublished. He left these works to the Trust so that they will be made available to followers of Meher Baba and the general public.

The Trust takes very seriously the role that it plays as custodians of this Material. Part of this role is to ensure the integrity and quality of this intellectual property for which it is now responsible.

This Intellectual Property Policy sets out the Trust's position in relation to the licensing and use of Francis' writings and other relevant material. In this policy, "Material" refers to all of Francis' work left to the Avatar's Abode Trust or managed by the Trust

## **Use**

Any use of the Material must be expressly authorised by the Trust in writing. The Trust will consider any requests received in accordance with the procedures set out below.

Any unauthorised use of Material will be taken seriously by the Trust and appropriate action instituted.

## **Types of Reproductions**

The types of reproductions the Trust envisages granting permission for include:

- (a) Book publishing;
- (b) Television and radio broadcasts;
- (c) Information/educational brochures or pamphlets;
- (d) Art or other exhibits;
- (e) Magazine or journal articles;
- (f) Newspaper articles;
- (g) Videotapes or DVDs;
- (h) Web site content; and
- (i) Other reproductions as may be approved on a case-by-case basis.

## **Application Procedure**

In order to apply for permission to use any Material, please write to or email the Trust at the following addresses:

**Michael Rohan**  
**office@positive-australia.com**

Your request should specifically include the following information:

- (a) The Material the subject of the request;
- (b) The entity/person who wishes to make use of the Material;
- (c) Details of any previous permissions that may have been granted;
- (d) The format in which you wish to reproduce the Material in;
- (e) The purpose of the use;
- (f) When the proposed use of the Material would commence;
- (g) How long the use of the Material would last;
- (h) The number of reproductions the use would be limited to (if relevant);
- (i) The territory in which the right to reproduce is requested; and
- (j) Any other facts that may be relevant to your request.

The Trust will consider your request and if necessary, seek further information or clarification in relation to the proposed use.

### **Grant of Permission**

The Trust will notify you in writing of the outcome of your request. If your request is approved, the relevant licence material (if any) will also be sent to you for execution. You will also be notified of the applicable licence fee that applies (if any).

Licences to use Material in accordance with this policy are issued on (among others specific to each licence) the following conditions:

- (a) The Trusts retains the ownership of all copyright and other intellectual property rights that are the subject of any licence granted.
- (b) The licence grants no ownership or other rights to the licensee outside the express provisions of the licence;
- (c) All moral and other rights of the author or creator of the material must be strictly observed (for example, identifying the author as such and not treating the material in a derogatory manner);
- (d) Any cover designs or other material to be used in connection with the Material licensed may require the additional approval by the Trust;
- (e) No advertisements or other promotional material may appear with the Material except with the express approval of the Trust; and
- (f) The licensee must not sell or assign the rights granted pursuant to the licence without the express written consent of the Trust.
- (g) Avatar's Abode Trust copyright ownership will also be acknowledged.

### **Further Information**

If you have any questions in relation to this policy or any of the Material, or require further information, please contact-

**Michael Rohan by email at [office@positive-australia.com](mailto:office@positive-australia.com)**

**Avatar's Abode Pty Ltd  
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