CDU INSTITUTIONAL REPOSITORY DEPOSIT AGREEMENT

Version 1.0

Contact Officer : Digital Collections Coordinator

Approved by Director Office of Library Services

Date Last Amended 06/10/2010

INTRODUCTION

This is an agreement that defines deposit, rights and use of your work(s) in Charles Darwin University's Institutional Repository, **eSpace**.

DEFINITION AND TERMS

In this agreement:

'Depositor': is 'You' the creator of the work(s) submitting your work(s) for deposit in the Institutional Repository

'Work': means each item being deposited including any abstract, text, image and related data.

'The Library': The Library of Charles Darwin University including its employees supporting teaching, learning and research activities.

'Institutional Repository' means any service provided by Charles Darwin University to permit third parties to access electronic materials at no charge and which follows the principles of 'Open Access': CDU uses the definition as outlined in the Bethesda Statement.

THE AGREEMENT

Name_____ **Ext:** _____

School/Faculty:_____

Thank you for depositing your work(s) in Charles Darwin University's Institutional Repository, eSpace.

By depositing your work(s) and any future work you may submit you agree to the Terms and Conditions of this non exclusive licence:

✓ **You are free** to publish this work or works elsewhere in their present or future versions.

✓ **You confirm** that:

1. You are the creator of the work(s), and that you have advised any joint creators of the work(s), where they exist, of your intention to deposit the work(s) into CDU eSpace.

2. The work(s) are original and to the best of your knowledge do not infringe anyone's copyright.

3. The work(s) do not violate or infringe any Australian law.

✓**The Library** agrees to:

1. Check publisher copyright permissions to ensure that your work(s) can be placed in the Institutional Repository (eSpace).

2. Add the work(s) to the Repository so they are freely available online for the lifetime of the Repository.

3. Convert formats as necessary to ensure they can be read by computer systems in the future.

The Library reserves the right to remove the work(s) for any legal or administrative reason and will review individual requests to remove work(s).

SIGNATURE:_____DATE:_____

Please print and return signed page to: digitisation@cdu.edu.au or

Post to: Digital Collections Coordinator, CDU Library, Red 8, Ellengowan Dve, Darwin, NT.

TERMS AND CONDITIONS

1. Depositor's Declaration

I hereby grant to Charles Darwin University Institutional Repository, a non-exclusive licence on the terms outlined below.

I warrant that:

1.1   I am the creator of all or part of the whole work(s) (including content and layout).

1.2   The work(s) are not in any way a violation or infringement of any copyright, trademark, patent, or other rights whatsoever of any person.

1.3   That if the work(s) have been commissioned, sponsored or supported by any organisation, that I have fulfilled all of the obligations required by such contract or agreement.

2. The Repository's Rights and Responsibilities

CDU eSpace:

2.1   May distribute copies of the work(s) (including any abstracts) worldwide, in electronic format via any medium for the lifetime of the repository for the purpose of free access without charge.

2.2   May electronically store, convert or copy the work(s) to ensure their future preservation and accessibility.

2.3   May incorporate metadata or documentation into public access catalogues for the work(s).

2.4   Shall retain the right to remove the work(s) for professional or administrative reasons, or if they are found to violate the legal rights of any person.

2.5   Shall not be under obligation to take legal action on behalf of the depositor or other rights holders in the event of infringement of intellectual property rights or any other right in the material deposited.

2.6   Shall not be under obligation to reproduce, transmit, or display the work(s) in the same format or software as that in which it was originally created.

3. Software

3.1   Copyright in additional data, software, user guides and documentation to assist users in using the repository shall belong to Charles Darwin University and any other parties that CDU may choose to enter into an agreement with to produce such materials.

3.2   While every care will be taken to preserve the physical integrity of the work(s), CDU shall incur no liability, either expressed or implicit, for the work or loss of or damage to any of the work(s) or associated data.