



IRBU Submission Agreement

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This Licence Agreement constitutes permission to deposit, archive and preserve, and make this submission and future submissions ("the Submissions") available in the Brandon University ("the Institution") digital repository, currently the Institutional Repository at Brandon University ("IRBU") <https://www.brandonu.ca/IRBU/>, and in the British Columbia provincial digital repository network, currently Arca <https://arcabc.ca/>, or any successor repository designated by Brandon University.

The rights I (the author/s or creator/s or performer/s) grant to Brandon University under this Agreement will last in perpetuity.

1. Licence Grant

By agreeing to the following Licence terms:

1.1 I (the author/s or creator/s or performer/s) confirm the deposit of the Submissions in the Institution's digital repository, the British Columbia digital repository network (Arca), or any successor repository designated by Brandon University ("the Repositories"), or hereby grant to the Institution the right to deposit the Submissions into the Repositories on my behalf; and

1.2 I (the author/s or creator/s or performer/s) grant to the Institution a non-exclusive, worldwide, perpetual and royalty-free licence for the full term of copyright to reproduce, copy, store, archive, distribute, and transmit the Submissions in any form or medium, including, without limiting the generality of the foregoing, electronic, digital or analogous means now or hereafter known, through the Internet or any other telecommunication device or system through the Brandon University repository, the British Columbia provincial repository network (Arca), or any successor repository designated by Brandon University under the terms of this Licence and any re-use licence or terms that I may specify in the submission process.

2. Depositor Warranties

I (the author/s or creator/s or performer/s) represent and warrant that:

2.1 I have the full power and authority to enter into this Agreement and are duly authorized by all rights holders in the Submissions to deposit or authorize the deposit of the Submissions and grant the Licence in this Agreement; and

2.2 the Submissions are original work and do not, to the best of my knowledge, infringe the intellectual property rights, including copyright, of any third party; or, I am validly exercising an exception to copyright infringement in accordance with the Copyright Act, RSC, 1985, c. C-42) or



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I have obtained sufficient and appropriate permissions for the third party material to be reproduced and made available under the terms of this Licence; and

2.3 I understand that Canadian Copyright law applies to my submissions; and

2.4 if the Submissions are based upon work that has been sponsored or supported by an organization other than Brandon University, I have fulfilled any right of review or any other obligation required by the agreement with such sponsor or supporter; and

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2.5 I agree that if I grant others copyright ownership or a licence it will be consistent with the rights I have granted under this licence. For example, if I wish to publish my Submission in a journal, I will inform the publisher of the rights I have granted under this Licence and not agree to terms that restrict those rights; and

2.6 the Submissions do not, to the best of my knowledge and belief, contain any libelous or other unlawful matter and do not violate anyone's right to privacy.

If, at any time hereafter, I learn that any of the foregoing statements are inaccurate, I will contact the IRBU Working Group immediately.

3. Institution Rights

I (the author/s or creator/s or performer/s) agree that the Institution:

3.1 may apply metadata elements or documentation to the Submissions, and any such additional material will be the intellectual property of the Institution; and

3.2 may authorize third-parties to perform any of the Institution's rights described in this section, on the Institution's behalf; and

3.3 will exercise reasonable endeavours to preserve the physical integrity of the Submissions, but shall incur no liability for loss or damage to the Submissions; and

3.4 retains the right to remove the Submissions from the Repositories without prior notice for administrative, legal, or other reasons outlined in the Brandon University repository guidelines (<https://irbu.arcabc.ca/islandora/object/irbu%3A188/>). Upon such an occurrence the metadata record indicating storage of the Submissions in the Repositories may remain visible in perpetuity.

4. The Institution will clearly identify my name/s as the author/s or creator/s or performer/s or owner/s of my submissions, and will not make any alteration, other than as allowed by this license or with my prior permission, to my submissions.



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5. Terms of Access and Use by the Public

I (the author/s or creator/s or performer/s) agree that:

5.1 the Institution will make digital copies of the Submissions available in the Repositories for the public to view and copy for non-commercial purposes only, without prior permission or charge, provided that the Submissions are not altered in any way and are attributed to me as per Section 4; and

5.2 if I wish to assign different licence terms of re-use to my Submissions, I will inform the Institution as part of the submission process.

6. Release and Indemnification

I (the author/s or creator/s or performer/s) acknowledge that:

6.1 I have read and understood the IRBU submission guidelines and that my Submissions comply with those guidelines (<https://irbu.arcabc.ca/islandora/object/irbu%3A188/>).

6.2 I understand that the IRBU submission guidelines may be amended from time to time and that the then current policies will apply to my Submissions.

6.3 The Institution will rely upon the representations and warrants that I have made in this licence and is not responsible for independently verifying their veracity.

6.4 I agree that I will not hold the Institution responsible for any use or misuse of my Submissions by third parties who access the work through the Repositories. I agree to hold the Institution harmless against any loss, damage, claim, liability, settlement cost or expense (including legal fees) incurred by the Institution arising out of, or in connection with, the Institution's use of my Submissions pursuant to this Licence.