

**The UNBC Institutional Repository NON-EXCLUSIVE
DISTRIBUTION LICENSE**

Summary: The University of Northern British Columbia (UNBC) maintains an open access digital repository for published and unpublished material created by members of the UNBC community.

By signing this License, you give UNBC the non-exclusive right to copy, distribute, and transmit your Submission over the Internet through the UNBC Institutional Repository on the terms set out below. Visitors to the UNBC Institutional Repository site will be permitted to use your Submission for non-commercial purposes, as set out in greater detail below. You may assign different licensing terms to govern how the UNBC Institutional Repository visitors may use your Submission.

The rights you grant to UNBC under this License will last in perpetuity. References to the UNBC Institutional Repository include any successor repository designated by UNBC.

This License grants UNBC significant rights and contains important limitations on your rights to your work. Please read it carefully.

1. **Your Submission.** Your Submission is the material described below, and includes the abstract, associated descriptive information, and any other information you have submitted to the UNBC Institutional Repository in association with that material.

Submission Information
Title:
Author(s):
Date: (that the Submission was made final/made ready for submission to the UNBC Institutional Repository)
Copyright Owner(s):
Publication Details (if Submission previously published):

2. **Representations and Warranties.** You represent and warrant that: [check each box]

- all information you have provided about the Submission is, to the best of your knowledge and belief, accurate;
- if the Submission has more than one author, all co-authors have approved the Submission and have read and agreed to the terms of this License;
- if the Submission is based upon work that has been sponsored or supported by an organization other than UNBC, you have fulfilled any right of review and any other obligations required by the agreement with such sponsor or supporter;
- the Submission is not subject to any publication delays, except those approved in accordance with the UNBC Institutional Repository Digital Repository Policies;
- to the best of your knowledge, the use and distribution of the Submission as contemplated in this License will not infringe the copyright or any other intellectual property rights of any other person;
- if the Submission contains material for which you do not hold copyright and which is not in the public domain,
- I. you are validly exercising an exception to copyright infringement in accordance with the *Copyright Act*, or you have obtained the permission of the copyright owner(s) to use the material as contemplated in this License and retained records of such permission; and
- II. that such third-party owner material is clearly identified and acknowledged within the text or content of the Submission;
- the Submission does not contain any confidential or proprietary information belonging to others; and
- the Submission does not, to the best of your knowledge and belief, contain any libelous or other unlawful matter and does not violate anyone's right to privacy.

You acknowledge that the UNBC Institutional Repository staff have not and will not independently review the Submission and that UNBC is relying upon the representations and warranties you have made above.

If, at any time hereafter, you learn that any of the foregoing statements are inaccurate, you must contact the UNBC Institutional Repository immediately.

3. **Grant of License.** In consideration of UNBC preserving your Submission in perpetuity in the UNBC Institutional Repository, you hereby grant to UNBC the non-exclusive, world-wide, perpetual, and royalty-free right to use, reproduce, display, convert, sublicense and distribute, in any format and any medium, your Submission, for the following purposes:
- uploading and storing your Submission;
 - publishing the Submission electronically Internet via the UNBC Institutional Repository, which means making your Submission available to the public by telecommunication so that they may view and download your Submission, subject to the public access terms described in Section 5;
 - converting your Submission to any medium or format for the purposes of security, back-up, preservation and use of the submission in accordance with this License; and
 - authorizing third-parties to perform any of UNBC's rights described in this Section, on UNBC's behalf. If you are submitting a graduate thesis or dissertation, your grant of rights described above is irrevocable.

If you are submitting a graduate thesis or dissertation, your grant of rights described above is irrevocable and includes, for greater certainty, UNBC authorizing Library and Archives Canada to copy, display, publish, communicate, archive, convert into any format, and make your thesis or dissertation available to the public online or in paper form, all for non-commercial purposes.

4. **Publication of your Submission.** This License does not affect the ownership of copyright—you maintain whatever rights you have in the Submission. In addition, this License does not contain a waiver of your moral rights to your Submission. However, you have granted important rights to UNBC and visitors to the UNBC Institutional Repository, and, therefore, you agree that if you grant others copyright ownership or a license, it will be consistent with the rights you have granted under this License. For example, if you wish to publish your Submission in a journal, you will inform the publisher of the rights you have granted under this License and not agree to terms that restrict those rights.
5. **Terms of Access by the Public.** UNBC will make a digital copy of your Submission available in the UNBC Institutional Repository for the public to view and copy for non-commercial purposes only, without prior permission or charge, provided that your Submission is not altered in any way and is properly acknowledged, including citing the author(s), title and full bibliographic details. (Note: this corresponds to the Attribution-Non Commercial-No Derivatives, or CC BY-NC-ND Creative Commons license) UNBC may, in its discretion, make your Submission available pursuant to a Creative Commons license (or other licencing platform), on similar terms. If you wish to assign different license terms to your Submission (for example, a different Creative Commons license), you must inform the UNBC Institutional Repository as part of the submission process to the UNBC Institutional Repository, and the terms of that license shall apply to your Submission. Public access to your Submission may be withheld for an agreed upon period of time: see the UNBC Institutional Repository Digital Repository Policies for applicable policies and processes.
6. **Attribution.** UNBC will attribute the Submission as you have indicated in Section 1 or as you may notify UNBC from time to time, and not alter the Submission except as allowed by this License or with your prior permission.
7. **The UNBC Institutional Repository Digital Repository Policies.** You acknowledge and agree that you have read and understood the UNBC Institutional Repository Digital Repository Policies, and that your Submission complies with those policies. You acknowledge that the UNBC Institutional Repository Digital Repository Policies may be amended from time to time and that the then current policies will apply to your Submission. In particular, you acknowledge and agree to the policies regarding UNBC's right to withdraw public access to your Submission.
8. **Release and Indemnification.** You agree that you will not hold UNBC responsible for any use or misuse of your Submission by third-parties who access the Submission through the UNBC Institutional Repository. You agree to indemnify and hold UNBC harmless against any loss, damage, claim, liability, settlement cost or expense (including legal fees) incurred by UNBC and arising out of or in connection with UNBC's use of your Submission pursuant to this License, and, for greater certainty, any of the statements in Section 2 being inaccurate.

I have read, understand and agree to the terms set out in this License. This License may be delivered and/or stored by electronic means, and such electronic copy delivered to and stored by UNBC will be deemed to be the official record of this License.

Date: _____

Signature: _____

Print Name: _____