

# **VIUSpace Submission Accession Record**

### **General information**

Vancouver Island University Library is pleased to consider submissions for the VIUSpace repository that relate to learning and scholarship at VIU, or that are of regional significance.

In order to publish an item in VIUSpace, the VIU Library must either:

- · Have confirmed that it is in the public domain,
- · Hold the intellectual property rights in it, including for reproduction and distribution, or
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Contributors to VIUSpace must agree to a Non-Exclusive Distribution License that permits the Library

- to make the work openly accessible, and
- to copy the work to other formats for preservation purposes

#### and that states that

 the contributor has the right and authority to grant the license and has obtained copyright clearance for any materials included in the work for which the contributor does not own the copyright (e.g. images, tables, etc.)

The contributor does not sign over copyright to Vancouver Island University, but rather grants a non- exclusive distribution license to distribute submitted work online.

A license must be completed for each item (article, report, presentation, research paper, etc.) and must be received before the item can be processed.

Submission of items created by members of the Vancouver Island University community will be guided by Policy 31.13 on Intellectual Property. The Library may decline any offer of a submission at the discretion of the Acquisitions Committee.

## NON-EXCLUSIVE DISTRIBUTION LICENSE (Version 1.0)

1. By signing and submitting this license, you hereby grant to Vancouver Island University ("VIU") the non-exclusive royalty-free right to include in the Institutional Repository at VIU ("VIUSpace") the material identified below (the "Submission"), including the descriptive information, metadata and abstract and to reproduce, translate (as described below) and distribute the Submission in any format and in any medium.

#### 2. VIU will:

- (a) where provided, identify in VIUSpace the author(s) of the Submission;
- (b) where provided, identify in VIUSpace the owner of copyright in the Submission, if different from the author(s), as indicated by you at the time of making the Submission to VIUSpace or as you may notify VIU from time to time; and
- (c) not make any alteration to the Submission other than as allowed by this license.
- 3. You agree that VIU may keep more than one copy of the Submission and translate the Submission to any medium or format for the purposes of security, back-up, preservation and use of the Submission in accordance with this license.
- 4. If any of the following statements of fact are not accurate as applied to you and the Submission, you must contact VIU before proceeding further. You represent and confirm that:
- (a) you have the right and authority to grant the rights set out in this license. If there is more than one author, all co-authors have approved the Submission and have read and agreed to the terms of this agreement;
- (b) to the best of your knowledge, the Submission does not infringe copyright or other intellectual property rights of any other person;
- (c) if the Submission contains material for which you do not hold copyright (and the use of which exceeds fair dealing) and is not public domain, you have obtained the unrestricted permission of the copyright owner to grant to VIU the rights required by the license and that such third party owned material is clearly identified and acknowledged within the text or content of the Submission;
- (d) the Submission does not contain any confidential or proprietary information belonging to others;
- (e) the Submission does not contain any libelous or other unlawful matter and does not improperly invade the privacy of another person;
- (f) there are no unexpired required publication delays on the distribution of the Submission; and
- (g) the information you provide about the Submission is accurate.

5. If the Submission is based upon work that has been sponsored or supported by an organization other than VIU, you represent and confirm that you have fulfilled any right of review or other obligations required by the contract or agreement with such sponsor.6. VIU may remove access to the Submission if it is found to violate any copyright, trade-mark, patent or other rights whatsoever of any person. The bibliographic reference to the Submission may be retained,

7. You agree that VIU is not responsible for any misuse of the Submission by third parties who access the submission through VIUSpace.

Signature:

but the Submission will no longer be publicly accessible.

<sup>&</sup>lt;sup>1</sup> https://isweb.viu.ca/policy\_procedure/docshow.asp?doc\_id=21105

<b>Submission Information</b>	
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