INSTITUTIONAL REPOSITORY NON-EXCLUSIVE DISTRIBUTION LICENSE

Library
3700 Willingdon Avenue, Burnaby, BC, Canada V5G 3H2

CLEAR FORM

Author(s)	BCIT ID Number	Date of Work
Title		
Course, Program, Diploma or Degree associate with this submission:		
Date of Submission	Copyright Owner(s)	
Publication Details (if submission was previously published)		

This form is used to obtain consent for BCIT to retain a student's, staff's, or faculty's work in a BCIT Institutional Repository ("the BCIT IR"), currently BCIT Library Digital Collections, under Policy 5101, Student Regulations; and Procedure 5101-PR1, Implementation of Student Regulations.

By signing and submitting this license, you (the author(s) or copyright owner(s)) grant to the British Columbia Institute of Technology (BCIT), on the terms set out below, the royalty-free non-exclusive right to copy, distribute, and transmit via the internet through the BCIT Institutional Repository the material identified below (the "Submission") including descriptive information, abstracts and metadata, and to reproduce, migrate to different format or medium, and/or make accessible your submissions worldwide in electronic format and in any medium, including but not limited to audio or video. The rights you grant to BCIT under this License will last in perpetuity. References to the BCIT Institutional Repository or BCIT Library Digital Collections include any successor institutional repository designated by BCIT. **This license will cover this particular submission you make to the BCIT Institutional Repository.**

You agree that BCIT may, without changing the content, migrate these submissions to any medium or format for the purpose of preservation. You also agree that BCIT may keep more than one copy of these submissions for purposes of security, back-up and preservation.

Your Submission: Your Submission is the material described above, and includes the abstract, associated descriptive information, and any other information you have submitted to the BCIT Institutional Repository in association with that material.

You Represent and Warrant that: **(please check box after reading)**

- ☐ You have the right and authority to grant the rights set out in this license and that you have not previously assigned or relinquished these rights.
- ☐ If there is 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 BCIT, you have fulfilled any right of review and any other obligations required by the agreement with such sponsor or supporter;
- ☐ To the best of your knowledge, the use and distribution of the Submission as contemplated in this license will not infringe copyright and any other intellectual property rights of any other person;
- ☐ 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 validly exercised an exception to copyright infringement in accordance with the Copyright Act, RSC, 1985, c. C-42, or you have obtained the unrestricted permission of the copyright owner(s) to use the material as contemplated in this License and retain records of such permission and that such third party owned material is clearly identified and acknowledged within the text or content of the Submission;
- ☐ The Submission does not contain any confidential or proprietary or personal information belonging to others;
- ☐ The Submission does not, to the best of your knowledge and belief, contain any libelous or other unlawful matter and does not violate the right to privacy of another person;
- ☐ The Submission is not subject to any publication delays; except any approved in accordance with the BCIT Institutional Repository Policies; and
- ☐ The information you have provided about the Submission is accurate to the best of your knowledge and belief.

You acknowledge that BCIT Library staff have not and will not independently review the Submission and that BCIT is relying upon the representation and warranties you have made above. If at any time hereafter, you learn that any of the foregoing statements are inaccurate, you must contact BCIT Library immediately.

GRANT OF LICENSE

In consideration of BCIT preserving your Submission in perpetuity in the BCIT Institutional Repository, you hereby grant to BCIT the irrevocable, 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:

a. uploading and storing your Submission;

b. publishing the Submission electronically on the Internet via the BCIT 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 Terms of Access by the Public, below;

c. converting your Submission to any medium or format for the purposes of security, back-up, archiving, preservation and use of the Submission in accordance with this License; and

d. authorizing third-parties to perform any of BCIT's rights described in this Section, on BCIT's behalf.

You may direct BCIT to remove access to the Submission from the BCIT Institutional Repository in accordance with BCIT Policies. You acknowledge that the bibliographic reference to the Submission will be retained in the BCIT Institutional Repository, but the Submission will no longer be publicly accessible.

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 BCIT and visitors to the BCIT 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 BCIT under this License and not agree to terms that restrict those rights.

TERMS OF ACCESS BY THE PUBLIC

BCIT will make a digital copy of your Submission available in the BCIT 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-NonCommercial-NoDerivs, or CC BY-NC-ND Creative Commons license) BCIT 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 BCIT as part of the submission process to the BCIT 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. You understand that Canadian Copyright law applies to your submissions.

ATTRIBUTION

BCIT will attribute the Submission as you have indicated above, or as you may notify BCIT from time to time, and not alter the Submission except as allowed by this License or with your prior permission.

BCIT LIBRARY INSTITUTIONAL REPOSITORY POLICIES AND BCIT STUDENT REGULATIONS POLICIES

You acknowledge and agree that you have read and understood the BCIT Library Policies and BCIT Student Regulation Policies, and that your Submission complies with those policies. You acknowledge that the BCIT Library Policies and BCIT Student Regulation 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 BCIT's rights to withdraw public access to your Submission.

RELEASE AND INDEMNIFICATION

You agree that you will not hold BCIT responsible for any use or misuse of the Submission by third parties who access the Submission through the BCIT Institutional Repository and BCIT web sites.

You agree to indemnify and hold BCIT harmless against any loss, damage, claim, liability, settlement cost or expense (including legal fees) incurred by BCIT and arising out of or in connection with BCIT's use of your Submission pursuant to this License, and, for greater certainty, any of the statements in Representations and Warranties section above being inaccurate.

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

Signature	Printed Name
Date	Email

Privacy Notice: The information that you provide on this form is collected pursuant to section 26(d) of the *Freedom of Information and Protection of Privacy Act (FIPPA).* BCIT will use this information to retain the material that you submit for retention in a BCIT Institutional Repository under Policy 5101 Student Regulations. The personal contact information that you provide will not be published without your permission. It may be used to contact you to discuss matters pertaining to the use and reproduction of your work and may be shared with BCIT employees for this purpose. If you have questions about this form, please contact Cindy McLellan (Archivist), email: cmclellan13@bcit.ca or Tel: 604.456.1276.