

cIRcle NON-EXCLUSIVE DISTRIBUTION LICENSE (Version 3.0)

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The University of British Columbia (UBC) maintains an open access digital repository called cIRcle for published and unpublished material created by members of the UBC community.

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

The rights you grant to UBC under this License will last in perpetuity. References to cIRcle include any successor repository designated by UBC.

This License grants UBC 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 cIRcle in association with that material.

Submission Information
Name:
Description of the work(s); Citations; Pre/Post-print status; Embargo period(s); Copyright owner(s):
UBC or non-UBC Affiliation(s):

If your submission information doesn't fit in the space provided, please attach a separate sheet listing all citations

2. **Representations and Warranties.** You represent and warrant that:
- 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 UBC, 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 cIRcle 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,
 - 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
 - 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 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 cIRcle staff have not and will not independently review the Submission and that UBC 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 cIRcle immediately.

3. **Grant of License.** In consideration of UBC preserving your Submission in perpetuity in cIRcle, you hereby grant to UBC 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 on the Internet via cIRcle, 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 6;
 - 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

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

If you are submitting a graduate thesis or dissertation, your grant of rights described above is irrevocable and includes, for greater certainty, UBC 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. **Consent to use of personal information.** If your Submission includes video recordings or still photographs of your image or sound recordings made of your voice, you acknowledge and agree that such personal information, and any other personal information provided by you to UBC in connection with your Submission, is being collected pursuant to Section 26 of the Freedom of Information & Protection of Privacy Act, R.S.B.C. 1996, c. 165. You consent to UBC's use of such information in accordance with the licence granted to UBC under, and for the purposes set out in, Section 3, and agree to release UBC, its Board of Governors, faculty, staff, students, officers, employees, and agents, from any and all claims, demands, damages, and proceedings arising from or relating to UBC's use of the Submission in accordance with Section 3.
5. **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 UBC and visitors to cIRcle, 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.
6. **Terms of Access by the Public.** UBC will make a digital copy of your Submission available in cIRcle 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). UBC 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 cIRcle as part of the submission process to cIRcle, 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 cIRcle Digital Repository Policies for applicable policies and processes.

To assign different license terms, please select one option for each question below. **If you do not complete this section, the default terms described in this section will be applied.** [Learn more about the Creative Commons licenses.](#)

Allow commercial uses of your work?

☐

No (visitors may copy, distribute, display and perform your Submission, but only for non-commercial purposes)

☐

Yes (visitors may copy, distribute, display and perform your Submission for any purpose, including commercial purposes)

Allow modifications of your work?

☐

Yes

☐

ShareAlike (visitors are permitted to copy, display, perform and modify your Submission, as long as they distribute the modified version on similar use terms)

☐

No (visitors are only permitted to copy and distribute unaltered versions of your Submission)

7. **Attribution.** UBC will attribute the Submission as you have indicated in Section 1 or as you may notify UBC from time to time, and not alter the Submission except as allowed by this License or with your prior permission. Note, all terms of access described in Section 6, above, require visitors to cIRcle to credit the authors of the original creation.
8. **cIRcle Digital Repository Policies.** You acknowledge and agree that you have read and understood the cIRcle Digital Repository Policies, and that your Submission complies with those policies. You acknowledge that the cIRcle 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 UBC's right to withdraw public access to your Submission.
9. **Release and Indemnification.** You agree that you will not hold UBC responsible for any use or misuse of your Submission by third-parties who access the Submission through cIRcle. You agree to indemnify and hold UBC harmless against any loss, damage, claim, liability, settlement cost or expense (including legal fees) incurred by UBC and arising out of or in connection with UBC'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 UBC will be deemed to be the official record of this License.

Date: _____

Signature: _____

Print Name: _____