

Author agreement to upload to UNSWorks relying on publisher permission or policy

Never Stand Still

I, _____ grant permission to upload the following research output to UNSWorks under the license:

“I am the author of this work and I am relying on publisher permission or policy to upload”

Research Output Title: _____

The research output is referred to throughout this licence as "Work".

When submitting a Work, I warrant that I:

- a) am an author of the Work;
- b) do not own the copyright in the Work;
- c) am relying on the copyright owner's policy regarding institutional repositories, that I have the permission of the copyright owner to submit the Work to UNSW (including Sherpa/Romeo green, blue or yellow status
- d) the policy of the copyright owner(s) permits UNSW to deal with the Work in accordance with the terms set out below.

I warrant that the policy of the copyright owner permits UNSW to deal with the Work in accordance with the terms set out below, specifically, the copyright owner(s) of the Work:

- grant to UNSW, its officers, employees, contractors and agents, an irrevocable, licence-fee free, perpetual licence to reproduce, publish, electronically communicate and electronically store the Work.
- acknowledge and agree that UNSW may make all or part of the Work (in any format), available and accessible online, to the world at large.
- acknowledge and agree that UNSW will make the Work available to third party users pursuant to the terms of the Creative Commons Attribution-Non-Commercial-NoDerivatives Licence. Information on, and the full text of the licence can be obtained from <http://creativecommons.org/licenses/by-nc-nd/4.0>.
- agree that UNSW may reproduce and store the Work in any medium or format and convert any electronic file containing the Work (or any part of it) into any medium or format for the purposes of future preservation and accessibility.
- agree that by granting this licence to UNSW, they are not transferring the copyright in the Work to UNSW or any end-users.

- warrant that the copyright owner(s) own the entire unencumbered copyright in the Work, subject to the inclusion of any third party material which is discussed below.
- warrant that where the Work contains third party material in which they do not own copyright and where that material is more than an incidental reference:
 - a) the third party material has been removed; or
 - b) the copyright owner(s) of the Work have obtained from the owner of copyright in the third party material, permission to grant UNSW the rights referred to under this licence and that third party material has been clearly identified and acknowledged within the Work.
- warrant that, so far as they are aware, the Work does not contain offensive, defamatory or unlawful material. Should any part of the Work be found to contain such material, UNSW may remove the Work from its digital repository.
- agree not to deal with the Work in a manner which is inconsistent with this licence.
- acknowledge that UNSW is not under any obligation to take legal action on behalf of the copyright owner(s) or any other person who has rights in the Work, in the event of a breach of the copyright owner(s)' or another person's intellectual property rights or any other rights in the Work.
- agree that UNSW has the right to determine collection and retention policies from time to time, to decide whether or not a work (including the Work) is accepted to be included in a digital repository and to determine whether a work (including the Work) is to be removed and no longer accessible from a digital repository.

As an/the author of the Work, I warrant that:

- the Work is an original work, is the product of my (and any co-authors') intellectual effort and has not been copied from another author.
- where there are multiple authors of the Work:
 - a) I have authority from all co-authors to deposit the Work and for UNSW to deal with the Work in a manner consistent with the above licence granted by the copyright owner(s).
- where the Work contains third party material of which I am not the copyright holder and where the material is more than an incidental reference, I have either:
 - a) removed the third party material; or
 - b) obtained from the copyright owner of the third party material, permission to grant UNSW the rights referred to under this licence and that third party material has been clearly identified and acknowledged within the Work.
- so far as I am aware, the Work does not contain offensive, defamatory or unlawful material. Should any part of the Work be found to contain such material, UNSW may remove the Work from its digital repository.

Author's signature: _____

Author's z-number: _____

Date: ____ / ____ / ____