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LICENCE AGREEMENT FOR

THE SALVATION ARMY DIGITAL RESEARCH REPOSITORY

**This Agreement is dated (date)**

|  |  |
| --- | --- |
| **Parties:** | Name:  (Author**)** |
|  | And  The Salvation Army (Eva Burrows College)  (TSA) |

RECITALS

1. The Author is the author of the work described in the Schedule (**the Work**).
2. The Salvation Army Eva Burrows College (**TSA**) seeks the Author’s permission to use the Work in the the Salvation Army Digital Research Repository (**SADRR**).
3. This Agreement sets out the terms on which the Author grants TSA the right to deposit and store the Work on the SADRR and to make the Work available to the general public (open access).

Licence

The Author grants to TSA, its officers, employees, contractors and agents a perpetual, royalty-free, non-exclusive, non-transferrable, world-wide licence (Licence) to use the Work identified in the Schedule in accordance with the terms of this Agreement.

rights granted

Subject to the terms of this Agreement, the Author grants to TSA the right to publish, reproduce, display, store, electronically communicate and distribute the Work in a digital repository known as the SADRR to be managed by TSA.

The Author acknowledges and agrees that TSA 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.

The Author acknowledges and agrees that the SADRR will be available and accessible online to users who may be academics, students, TSA personnel, those affiliated with TSA and members of the general public.

AUTHOR warranty

The Author warrants that:

### they are the Author of the Work;

### all or part of the Work is the Author’s original work;

### the Work does not violate or infringe any copyright, trade mark, moral, intellectual property or any other legal rights of any person;

### the Work does not contain anything which is false, defamatory, unlawful, misleading or deceptive;

### they are the copyright owner of the entire unencumbered copyright in the Work, subject to the inclusion of any third party material (see clause 3.1(f) below);

### where the Work contains third party material in which the Author does not own copyright and where that material is more than an incidental or an insubstantial reference:

#### the third party material has been removed; or

#### they have obtained from the owner of copyright in the third party material, permission to grant TSA the rights referred to under this Licence and that third party material has been clearly identified and acknowledged within the Work.

#### (g) they accept full responsibility for ensuring that they have the rights and permissions to upload their work onto the Repository and that TSA is not in any way liable for any breach in this regard.

#### (h) if copyright for the work is owned by an organisation, the Author has obtained written permission from the organisation or that an authorised representative from the organisation has co-signed the agreement.

TSA obligations

TSA is not under any obligation to deposit and store the Work in the SADRR. TSA may remove the Work from the SADRR at its sole discretion.

TSA is not under any obligation to take legal action on the Author’s behalf in the event of any breach of infringement of the Author’s copyright as a result of the use of the Work pursuant to this agreement.

Right to remove

The Author may request TSA to remove the Work from the SADRR by providing written notice to TSA.

The Licence granted to TSA under clause 1 will automatically cease upon the permanent removal of the Work from the SADRR.

Ownership and ASSIGNMENT

Nothing in this Agreement transfers the ownership of the copyright in the Work to TSA.

The Licence is personal to TSA and TSA will not assign or transfer the Licence to any other party.

Governing law

This agreement will be construed and governed by the laws of the State of Victoria and by the Courts of that State. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Victorian courts and courts of appeal from them and waives any right to object to those courts or courts of appeal.

Executed by the Author as an Agreement:

I agree to the Licence Agreement and consent to execution and delivery of the Licence Agreement either electronically or in hard copy and agree that an electronic signature shall be given the same legal force as a handwritten signature and have obtained written permission from all other authors to execute this Agreement on their behalf.

Author Name:

Author Signature:

Date:

Authorised TSA Representative: Professor Glen O’Brien

Signature:

Date:

Schedule

|  |  |
| --- | --- |
| **Title of Work** |  |
| **Author** |  |
| **Description** | For example: Journal article, Minor Thesis, Research Essay, HDR thesis |
| **Status** | For example:  Published by ….  Published in ….  Submitted for the degree of …. |
| **Relevant section** | Number of pages or section of a larger work |
| **Keywords** |  |