American University Digital Research Archive (AUDRA) Non-Exclusive License for Submitters

American University ("University") and AUDRA Authorized Submitter, ______ ("Submitter") wish to enter into a licensing agreement to preserve the work identified and described more fully herein,

("Work") and to make the Work accessible and widely available for dissemination using a range of current and later-developed technologies and formats for educational purposes.

To that end:

License Grant: Submitter grants the University an irrevocable, transferable non-exclusive right to copy, post and distribute the Work in AUDRA. Specifically, Submitter agrees that Work submitted to the University will be made freely available via the internet. All other ownership rights to the Work, including the right to post a copy of the Work on a website, authorize others to include print or electronic copies of the Work in their collections, produce new (derivative) works based on this Work, or publish the Work in another venue are retained by the copyright holder. Submitter grants University the right to translate the work to any medium or format for the purpose of preservation, and to make more than one copy of the work for purposes of security, back-up and preservation.

Author's Personal Information: Submitter agrees to obtain a release from the author that grants the University permission to use author's name, affiliation with the University, and other personal information supplied by author for purposes of identifying author as the creator of the Work.

Submitter's Representations and Warranties: Submitter represents and warrants that:

- 1) Submitter holds the necessary rights, and has secured the necessary release and permission forms required to perform the acts hereunder, and to grant the rights granted herein;
- 2) The Work does not violate anyone else's intellectual property;
- 3) This License does not violate or infringe upon the rights of any third party;
- 4) Any inclusion of copyrighted material into the Work was made with written permission or is consistent with the fair use doctrine under copyright law and any such third-party materials is clearly identified and acknowledged within the text or content of the Work.
- 5) Submitter has the authority to sign this Agreement.

- 6) If the Work is based upon work that has been sponsored or supported by government agency or organization other than American University, any right of review or other obligations required by such contract or agreement has been fulfilled.
- 7) AU's inclusion and use of the Work will not violate any copyright, proprietary or personal rights of any third party.
- 8) The Submitter has not in any manner disposed of any of the rights herein granted to the University or granted any rights, adverse to or inconsistent therewith; nor are there any rights outstanding which would diminish, encumber, or impair the full enjoyment or exercise of the rights herein granted the University.

Submitter's Indemnification: Submitter agrees to indemnify, defend and hold harmless American University from and against any and all claims, liability, loss, and expense (including damage awards, settlement amounts, and reasonable attorney fees), brought against American University, arising out of, related to or which may arise out of Submitter's license grant, breach of any representations and warranties expressed in this license, and acts or omissions under this agreement.

Submitter's Signature:
Printed Name:
Address:
Telephone No.:
Date:

October 27, 2016