



Before Work can be included on the eScholarship Repository, Contributors need to agree to the terms of this Release

By this License, the Contributor, for the benefit of the University, grants the University following rights.

1. DEFINITIONS

Contributor means the author contributor identified in the Sydney eScholarship Repository Metadata.

eScholarship Repository Metadata means the metadata encoded in the uploaded Works by the Contributor when accessing the Sydney eScholarship Repository.

University means The University of Sydney acting through Sydney eScholarship Repository, a body corporate under the University of Sydney Act 1989, ABN 15 211 513 464, of University of Sydney Library F03 University of Sydney, NSW 2006 Sydney NSW 2006.

Work means the works listed [as "Titles" in the Sydney eScholarship Repository Metadata/in the Schedule to this License].

2. LICENCE

The Contributor grants the University the non-exclusive perpetual license to reproduce and communicate the Work to the public via the Sydney eScholarship Repository and, without changing the content, to translate the Work to any medium or format for the purposes of preservation, research and study provided such use is not for a commercial purpose, The Contributor also agrees that the University may keep more than one copy of the Work for the purposes of security, backup and preservation.

3. ATTRIBUTION

The eScholarship Repository will clearly identify the Contributor as the author of the Work.

4. ACKNOWLEDGEMENTS

The Contributor acknowledges that:

- (a) they will not receive any payment from the University for the grant of rights under this License;
(b) the Work is subject to the approval of the University and may not be accepted to the eScholarship Repository;
(c) the University may remove the Work from the eScholarship Repository at any time at its absolute discretion; and
(d) they have no termination rights under this License.

5. STANDARD OF WORK

In order for Work to be accepted to and remain on the eScholarship Repository, the Contributor acknowledges that:

- (a) the Work is academic and postgraduate (unless Work is an Honours Thesis or is otherwise approved by the University in writing); and
(b) text material submitted is final draft or published version, and non-text material submitted is in its final form.

6. WARRANTIES

The Contributor warrants that:

- (a) the Work is their original work;
(b) they have obtained consents in writing from all previous publishers of the Work to enter into this License;
(c) they have obtained consents in writing from third parties which have any materials reproduced in the Work to publish the Work;

- (d) they can grant the rights under this License and the University's exercise of those rights will not infringe the copyright or other intellectual property rights of third parties;
(e) to the best of their knowledge, the Work is accurate as at the date in which the final version of the Work is submitted to the University and as far as reasonably possible they have sought to verify all statements in the Work which purport to be true and accurate;
(g) to the best of their knowledge, the Work does not contain any scandalous, defamatory, or obscene material or any material which is actionable for interference with privacy, infringement of copyright, breach of confidence, passing off or contravention of any other private right; and
(h) they have not engaged in any practices in preparing the Work that would amount to plagiarism or any other form of academic dishonesty or research misconduct under University policies and rules or which would (or would be likely to) bring the Contributor or the University into disrepute, and that they have complied with the University's policies, procedures and rules.
(i) where the work is a thesis, it is a direct equivalent of the final officially approved version that was submitted, and no emendation of content has occurred other than minor variations in formatting, that are the result of the conversion to digital format.

7. BREACH OF WARRANTY

The Contributor agrees to:

- (a) notify the University as soon as they become aware of any circumstances relating to the breach or potential breach of a warranty in clause 6;
(b) allow the eScholarship Repository Coordinator to take any action to manage the University's exposure to such liability;
(c) provide the University with all reasonable assistance in relation to the conduct or defence of any legal proceedings which may be commenced by or against the University in relation to the breach of a warranty in clause 6; and
(d) indemnify the University against any actions, costs or expenses arising out of the breach of a warranty in clause 6.

8. JURISDICTION

The Contributor agrees that this License is governed by the law of New South Wales, submits to the non-exclusive jurisdiction of the courts in New South Wales and waives any right they have to object to an action being brought in those courts (including by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction).

EXECUTED as an Agreement on the terms above by the CONTRIBUTOR

Signature

Printed Name

Date