

MINERVA ACCESS REPOSITORY AGREEMENT

By submitting your Work for deposit in the University of Melbourne Minerva Access Repository, you agree to be bound by the following terms and conditions of deposit. Please review these terms and conditions carefully to ensure that you are able to grant the necessary rights in the Work to the University and you consider the proposed use of your Work acceptable.

If you require any further information, please contact the University Copyright Office at copyright-office@unimelb.edu.au.

Basic Details

Purpose of the Agreement:

This Agreement is made in consideration of the University of Melbourne of Grattan Street, Parkville, Victoria 3010, Australia (**University**) depositing and storing the electronic version of the Work on the University's Minerva Access Repository. This Agreement sets out the terms on which you grant the University the right to deposit and store the Work on the University's Minerva Access Repository and to make this Work available to the general public.

Terms of Agreement

1	What are "Works" and the " Minerva Access Repository"?	<p>In this Agreement "Work" means the work or material which is written by you either as sole author or as co-author.</p> <p>In this Agreement " Minerva Access Repository" means the University of Melbourne Minerva Access Repository or any system that replaces it</p>
2	You are?	<p>You acknowledge that you are either a member of the past or present academic staff or a past or present postgraduate student of the University or a past or present fourth year Honours student and are the author or co-author of the Work.</p>
3	What rights are you granting the University?	<p>You grant to the University a perpetual, non-exclusive, world-wide, royalty-free, sub-licensable licence to:</p> <ul style="list-style-type: none">(a) deposit electronic versions of the Work to the Minerva Access Repository at the University;(b) store the Work on the Minerva Access Repository and to make the Work available to the general public via the internet at no cost to the general public;(c) create a back-up copy of the Work for security and preservation purposes;(d) convert the Work, without changing the content, to any other format or medium necessary for preservation and storage of the Work; and(e) permit end users of the Minerva Access Repository to download and use the Work for personal use of non-commercial purpose.(f) As the licence you grant is non-exclusive, you may continue to deal with the Work in its present or future version(s).

4	What do you warrant?	<p>You warrant that:</p> <p>(a) the Work is your original work;</p> <p>(b) you are the owner of all intellectual property rights in the Work or, if you have used another person's copyright work or intellectual property rights (including the intellectual property rights of any co-authors) in the Work, you have obtained from that person a perpetual, non-exclusive, world-wide, royalty-free sub-licensable licence to use that copyright work or those intellectual property rights for the purposes set out at clauses 3a) to e);</p> <p>(c) the University's use of the Work as contemplated by this Agreement will not breach any person's intellectual property rights or any other rights;</p> <p>(d) you have the right, power and authority to enter into this Agreement and to grant the University the rights contained in this Agreement; and</p> <p>(e) to the best of your knowledge, the Work does not contain anything which is false, defamatory, unlawful, misleading or deceptive or otherwise breaches any laws.</p>
5	No obligation to deposit	<p>You acknowledge and agree that the University is not obliged to deposit and store the Work on the Minerva Access Repository unless it is satisfied that you will comply with the terms and conditions of this Agreement or any relevant policies, procedures or standards of the University which are in place from time to time.</p>
6	University not liable	<p>You acknowledge and agree that the University is not responsible or liable for any breach of your intellectual property rights in the Work, including any breach of copyright, as a result of the use of the Work pursuant to this Agreement.</p>
7	Right to remove	<p>You may at any time request the University in writing to remove the Work from the Minerva Access Repository.</p> <p>The University may, at its absolute discretion, remove the Work from the Minerva Access Repository. Upon removal of the Work from the Minerva Access Repository, the licence granted under clause 3 will automatically end.</p>
8	Do you retain ownership?	<p>The University acknowledges that the rights granted by you under clause 3 of this Agreement do not amount to the transfer or assignment of any of your intellectual property rights in the Work to the University.</p>
9	Disclaimer	<p>Whilst every care will be taken to preserve the Work, the University will not be liable for loss or damage to the Work or other data while it is stored within the Minerva Access Repository.</p>
10	Governing law	<p>The law of Victoria applies to this Agreement. You agree that if there is any dispute in connection with this Agreement, you will agree to a Victorian court hearing the matter.</p>