**KENYA METHODIST UNIVERSITY**

**Library Department**

**Institutional Repository Section**

**Deposit Agreement for Non-Exclusive Distribution License**

To enable KeMU open access digital repository to reproduce, translate, distribute, provide access and preserve the submissions including the metadata in any format or medium worldwide and royalty free, your agreement to the following terms is necessary. By accepting to this non-exclusive distribution license agreement, a copyright owner still retains copyright to their work and does not give up the right to submit the work to publishers or other repositories.

**By depositing my/our work in the KeMU repository, I/We agree to the following:**

1. To grant to KeMU digital repository the non-exclusive right to reproduce, exhibit, translate, provide access and/or distribute the submission (including the metadata and abstract) in any format or medium worldwide and royalty-free for non-commercial and for academic purposes only.
2. The submission does not, to the best of my/our knowledge, infringe on anyone’s copyright or other intellectual property rights.
3. If the submission contains material for which I/We do not hold copyright and exceeds fair use, I/We have obtained the unrestricted permission of the copyright owner to grant the rights required by this agreement and that such third-party owned material is clearly identified and acknowledged within the text or content of the submission.
4. The submitted material does not contain any confidential information, proprietary information of others or export controlled information.
5. There are no restrictions or required publication delays on the distribution of the submitted material by the University.
6. Once the submission is deposited in the repository, it remains there in perpetuity.
7. The information I/We provide about the submitted material is accurate.
8. In the event of changes to copyright terms for, or ownership of, the submitted material, it is my/our responsibility to notify the University of the Changes.
9. The digital repository may translate the submission without changing the content to any medium or format for the purposes of security, back-up, and preservation.
10. That the submission is based on work sponsored/supported by an agency outside the University but I/We confirm to have fulfilled any right of review, confidentiality or other obligations required by the contract or agreement.

**I/We understand that the KeMU digital Repository:**

1. May make copies of the submitted work available world-wide, in electronic format via any medium for the lifetime of the repository.
2. May electronically store, translate, copy or re-arrange the submitted works to ensure its future preservation and accessibility within the lifetime of the repository unless notified by the depositor that specific restrictions apply.
3. May incorporate metadata or documentation into public access catalogues for the submitted works. A citation/s to the work will always remain visible in the repository during its lifetime.
4. Shall not be under any obligation to take legal action on behalf of the depositor or other rights holders in the event of breach of intellectual property rights or any other right in the material deposited.
5. Shall not be under any obligation to reproduce, transmit, broadcast, or display the submitted works in the same format or software as that in which it was originally created.
6. While every care will be taken to preserve the submitted work, KeMU is not liable for loss or damage to the work(s) or metadata while it is stored within the digital repository.

**Work(s) to be deposited**:

Title: ………………………………………………………………………………………….

…………………………………………………………………………………………………

…………………………………………………………………………………………………

**Depositor’s Declaration**

I/We …………………………………………………………………………………………………

…………………………………………………………………………………………………

Hereby grant to the Kenya Methodist University Digital Repository, a non-exclusive license on the terms outlined above.

School and department…………………………………………………………………….

……………………………………………………………………………………………….

Sign………………………………………………………………………………………….

Date………………………………………………………………………………………..