

**Linfield College Libraries
DigitalCommons@Linfield**

Non-Exclusive Student Contributor Agreement

Please read this Agreement carefully before signing. In order to make your work(s) openly available via DigitalCommons@Linfield (or its successor technology), you as a Contributor are asked to sign this Non-Exclusive Student Contributor agreement. A Contributor should notify all co-authors of intent to deposit work in DigitalCommons@Linfield; however, all co-authors are not required to sign this Agreement. A Contributor also must complete a [Student Consent and Identification of Content Agreement](#) for each submission or set of submissions.

I, as the creator of this submission (“Contributor”), do hereby grant Linfield College, an Oregon nonprofit corporation, permission to maintain and share copies of my original work(s) (“Submission”) under the following terms and conditions:

REPRESENTATION OF ORIGINAL AUTHORSHIP:

- I represent and warrant that I am the/an original author of the Submission(s).

COPYRIGHT AND PERMISSIONS:

- I, as the Contributor, hereby grant Linfield College a perpetual, non-exclusive, worldwide, royalty-free license to use, display, distribute, transmit, publish, reproduce, or copy a Submission, either digitally, in print, or in any other medium.
- No copyrights are transferred by this Agreement; therefore I, as the Contributor (or the copyright holder if different from the Contributor), shall retain all rights. In addition, I, as the Contributor, shall retain all intellectual property rights to a Submission and the responsibility for enforcing those rights.
- If I am the copyright holder of a Submission, I certify that any third-party content in a Submission (such as images, audio, video, music, text, data sets, or other accompanying material) has been used with permission from the copyright holder(s).
- If a Submission includes interviews, I certify that I have permission from the interviewees to make their interviews public.
- If a Submission includes research involving human subjects, I certify that I have been approved for such research by the relevant Institutional Review Board.

ACCESS AND USE:

- Submission(s) will be maintained in an open access online digital environment via DigitalCommons@Linfield, or its successor technology.

- Submissions are intended for educational purposes only. Signing this Agreement neither endorses nor authorizes the commercial use of my work in DigitalCommons@Linfield (or its successor technology) by Linfield College or any other person or organization.
- Because materials in DigitalCommons@Linfield are openly available to anyone with Internet access, I agree that Linfield College shall have no responsibility or liability for any third-party use of my Submission(s) and agree to hold Linfield College harmless from any third-party use.
- I agree that Linfield College may keep more than one copy of my Submission(s) for preservation purposes.

FERPA

- I acknowledge that a Submission may constitute a private educational record under FERPA (20 U.S.C. § 1232g), but nevertheless expressly consent to the use of my Submission(s) according to the terms of this agreement.

TERM OF USE AND WITHDRAWAL OF PERMISSION:

- This Agreement will remain in effect unless I, as the Contributor, withdraw permission according to the terms outlined [here](#).
- Any amendment or modification to this Agreement shall only be valid and binding upon the parties if made in writing and signed by all parties.

The Linfield College Libraries, acting on behalf of Linfield College, reserve the right in their sole discretion to accept or reject any content, in part or in whole, submitted to DigitalCommons@Linfield and also to remove any content found to be in violation of this Agreement.

This Agreement shall be construed under the law of the State of Oregon, and the parties agree that sole and exclusive jurisdiction and venue of any dispute shall reside exclusively be in Yamhill County Circuit Court, located in McMinnville, Oregon.

I understand and consent to all terms of this Agreement.

Name:

Signature:

Date: