

03/11/2016

Content Use Agreement

The [Fresno State Digital Repository](#) (FSDR) is the open access repository for the intellectual and cultural capital of California State University, Fresno. The contributions of individuals create the content and value of the repository, and we acknowledge your participation.

Agreement between

_____ (name), _____ (an individual/agency/etc.),
and

California State University, Fresno concerning (*full citation and/or description*):

,

henceforth, the Work.

With this agreement I, _____, grant to California State University, Fresno (FRESNO STATE) the non-exclusive right to reproduce, translate (as defined below), and/or distribute the submission (including the abstract) worldwide in electronic format.

I agree that FRESNO STATE may translate the submission to any medium or format for the purpose of preservation.

I also agree that FRESNO STATE may keep more than one copy of this submission for purposes of security, back-up, and preservation.

I represent that I have the right to grant the rights described in this agreement. I also represent that my submission does not, to the best of my knowledge, infringe or violate any rights of others.

I further represent and warrant that I have obtained all necessary rights to permit California State University, Fresno to reproduce and distribute these materials. If the submission contains material for which I do not hold copyright, I represent that I have obtained the unrestricted permission of the copyright owner to grant FRESNO STATE

03/11/2016

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.

IF THE SUBMISSION IS BASED UPON WORK THAT HAS BEEN SPONSORED OR SUPPORTED BY AN AGENCY OR ORGANIZATION OTHER THAN FRESNO STATE, I REPRESENT THAT I HAVE FULFILLED ANY RIGHT OF REVIEW OR OTHER OBLIGATIONS REQUIRED BY SUCH CONTRACT OR AGREEMENT.

It is understood that this agreement constitutes a non-exclusive, royalty free, perpetual license. This Agreement does not request or require transfer of copyright to California State University, Fresno.

I agree to indemnify and to hold harmless Henry Madden Library, California State University, Fresno, and its auxiliaries, employees, officers, and/or agents from any and all claims of copyright violations and/or resulting damages, including attorney's fees, resulting from the use of the Work as presented in the Fresno State Digital Commons.

Donor

Name (print)

Name (signature)

Date

Address

Phone

Email