

Non-Exclusive Distribution License – Electronic Theses and Dissertations

In order for the University of Waterloo and its sublicensees, including the Library and Archives Canada, to distribute your thesis or dissertation, including metadata, abstract and all appendices or other attachments thereto (the “deposit”), you must agree to the following terms by selecting 'I agree to this Non-Exclusive Distribution License' and clicking 'Complete Deposit', at the bottom of this page.

PART A: Deposits Restricted for Circulation (“Restricted Deposits”).

If you have filed a Request to Restrict Circulation of Thesis Form (the “Form”) with the Graduate Studies Office, you agree as follows:

1. Prior to the release date (the “Release Date”) of my deposit, as identified on the Form:
 - a. Part A, Section 3 and Part B, Sections 2(a), 2(b), 2(d), 3(a) - (f), 4(a) – (d), and 5 apply to my deposit, excluding the abstract; and
 - b. Part B, Sections 1 – 5 apply to the abstract. For the purposes of this Part A, Section 1(b), all references to my deposit in Part B, Sections 1 – 5, will be read as references to my abstract.
2. As of the Release Date, Part B, Sections 1 - 5 apply to the entire deposit automatically, without further notice, agreement or other action on my or the University's part.
3. **License for Deposits Restricted for Circulation.** I hereby grant the University of Waterloo a non-exclusive, perpetual, royalty-free, worldwide license to use, reproduce, publish, display, adapt, convert, archive, communicate and otherwise make my deposit available to employees of the University who have a need to access my deposit for academic and other non-commercial purposes, in any format or medium whatsoever, and through any means whatsoever.

PART B: General.

Per Part A for Restricted Deposits or for all other deposits, you agree as follows:

1. **License for Deposits or Abstracts Not Restricted for Circulation.** I hereby grant the University of Waterloo a non-exclusive, perpetual, royalty-free, worldwide license to use, reproduce, publish, display, translate, adapt, convert, archive, sublicense, communicate and otherwise make my deposit available by telecommunication to the public, for academic and other non-commercial purposes, in any format or medium whatsoever, including, but without limitation, braille, video or voice recording, and through any means whatsoever, including, but without limitation, in print, through a software application, or through a website or web-based application.
2. Without limiting the generality of the foregoing, I agree that the University of Waterloo may:
 - a. without changing the content, convert or translate my deposit into any format or medium whatsoever for the purpose of preservation, access to the print disabled, or other non-commercial purposes permitted under the Copyright Act;
 - b. reproduce and keep a reasonable number of copies of my deposit for purposes of security, back-up and preservation;
 - c. sublicense my deposit to Her Majesty the Queen in the Right of Canada as represented by Library and Archives Canada for purposes consistent with those outlined herein; and

- d. decline, in its sole discretion, to exercise its rights hereunder, including, but without limitation, by refusing to publish my deposit or otherwise make it publicly available, removing it from repositories over which it has control, or directing sublicensees to remove it from their repositories.
3. I represent, warrant and covenant that:
 - a. I retain copyright ownership and moral rights in my deposit, and may deal with the copyright in my deposit, in any way consistent with rights granted by me hereunder.
 - b. If third party personal information is included in my thesis, I will either obtain all required consents under applicable legislation or I will remove the personal information prior to submitting it hereunder.
 - c. If third party intellectual property is included in my thesis for which, under applicable legislation, I require written permission from the intellectual property owner, I have obtained such permission to do the acts mentioned above for the full term of copyright protection.
 - d. All third party intellectual property is clearly and appropriately identified and acknowledged within my deposit.
 - e. All contributors, including the University of Waterloo, are clearly and appropriately identified and acknowledged within my deposit.
 - f. I shall ensure that any person to whom I have granted or will grant intellectual property rights in my deposit is made aware of this license and that this license does not and will not conflict with or contravene any other agreements with respect to my deposit. Without limiting the generality of the foregoing, if my deposit is based upon work that has been sponsored or supported by an individual, agency or organization other than the University of Waterloo, I represent that I have fulfilled any right of review or other obligations required under a contract or agreement with such individual, agency or other organization.
 - g. My deposit is not restricted for public access for any reason.
4. I acknowledge and agree that the University of Waterloo:
 - a. will identify the author(s) or owner(s) of my deposit, using the names provided by me in conjunction herewith;
 - b. will not modify my deposit in any way inconsistent with the terms of the license grant, without obtaining my written approval;
 - c. makes no representations, warranties or conditions (statutory or otherwise) except as explicitly contained in this section; and
 - d. is not liable to me or any third party for any loss whatsoever, including, but without limitation, direct, indirect, special, exemplary, punitive, consequential or other damages arising from, in connection with or otherwise related to my deposit or the exercise of or failure to exercise its rights or obligations hereunder.
5. I am also aware of and agree to terms and conditions of the [University of Waterloo's Graduate Studies Academic Calendar - Policies and Guidelines - Ownership of Student's Work](#), which are incorporated by reference herein.