

APPENDIX 1

UNIVERSITY OF NAIROBI DIGITAL REPOSITORY DEPOSIT AGREEMENT

To efficiently administer the University of Nairobi Digital Repository and preserve its contents for long-term use, the University requires certain permissions and warrants from a depositor or copyright owner. By accepting this 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. If one is not a copyright owner, they represent that the copyright owner has given them permission to deposit the work.

By accepting this agreement, a depositor/copyright owner grants to the University the non-exclusive right to reproduce, translate and distribute the submission, including the descriptive information (metadata) and abstract , in any format or medium worldwide and royalty free, including, but not limited to, publication over the internet except as provided for by an addendum to this agreement.

By depositing my/our work in the University of Nairobi Digital Repository, I/we agree to the following:

- (i) This submission does not, to the best of my/our knowledge, infringe on anyone's copyright or other intellectual property rights.
- (ii) If the submission contains material for which I/we do not hold copyright and that exceeds fair use, I/we have obtained the unrestricted permission of the copyright owner to grant the University 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
- (iii) The submitted material does not contain any confidential information, proprietary information of others or export controlled information
- (iv) There are no restrictions or required publication delays on the distribution of the submitted material by the University
- (v) Once the submission is deposited in the repository, it remains there in perpetuity
- (vi) The information I/we provide about the submitted material is accurate

- (vii) That if copyright terms for, or ownership of, the submitted material changes, it is my/our responsibility to notify the University of these changes

I/we understand that the University of Nairobi Digital Repository:

- (i) May make copies of the submitted work available world-wide, in electronic format via any medium for the lifetime of the repository, or as negotiated with the repository administrator, for the purpose of open access
- (ii) 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
- (iii) 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
- (iv) 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
- (v) 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
- (vi) May share usage statistics giving details of numbers of downloads and other statistics with University of Nairobi staff

While every care will be taken to preserve the submitted work, the University of Nairobi is not liable for loss or damage to the work(s) or associated data while it is stored within the digital repository.

Work(s) to be deposited:

Title:

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Author:

Depositor's Declaration

I/we

hereby grant to the University of Nairobi Digital Repository, a non-exclusive license on the terms outlined above.

Name.....

Faculty.....

Sign.....

Date.....