HarvestIR License Agreement: A Simplified Explanation for Students

What is an institutional repository?

An institutional repository (IR) is an online digital infrastructure that stores, preserves, and provides international public access to the intellectual production of a university or college, including research, publications, and other work of faculty, staff, and students alike. UFV’s IR is called HarvestIR. For students, one of the primary benefits of having their work accepted in an IR is the ability to demonstrate actual examples of their educational work to prospective employers and graduate schools.

Put more simply, HarvestIR is a system used to store a permanent copy of your work and give it free, potentially world-wide exposure.

Why do I have to sign a license when I submit my content?

If you created the work, then you are the copyright owner of the work whether it is textual, visual, audio, or mixed formats. As the copyright owner, only you can authorise someone else to use your work in certain ways, like distributing the work to the general public. UFV needs your permission for these activities when it accepts your work for inclusion in the IR.

What does all this legal jargon mean?

A copyright license needs to be written in a certain way in order to protect your intellectual property rights and to protect UFV from certain legal liabilities.

Here are some important terms to consider:

**Non-exclusive distribution rights:** You are allowing UFV to make and distribute copies of your work and letting UFV allow others to do the same. This allowance is the main significant limitation on your rights in your work. However, UFV is not asking that it is the only entity that will be allowed to reproduce and distribute your work – and you are still the copyright owner, which means you can make similar arrangements with other parties.

Additionally, anyone who acquires a copy of your work through UFV is still legally required to respect your copyright. For instance, no one can make multiple copies of your work and sell these without your permission.

**Publication of your Submission:** If you do license the use of your work to anyone else, a business or individual, you are obligated to tell them about your agreement with UFV, and we also ask that you do not retract your agreement with UFV; the license is perpetual or forever.

**Representations and warranties:** UFV needs you to state some details about your work for its own legal protection. UFV accepts that the statements you make are true, and if you find out otherwise, please let us know right away. UFV needs you to verify that:

- You are the only copyright holder OR all co-authors have agreed to submit the work.
- You are not infringing another’s copyright in your own work.
- You have asked for copyright permissions if necessary.
- You are not divulging private information.
Questions to ask yourself: Did anyone else write and work with you? Did you work with an external party who will want to review your work? Did you use the work of someone else? For example, if you do a practicum with a private business and write a report for them, the company will probably want to see what you wrote before it becomes publically accessible information. If any UFV faculty supervised your work, but did not directly contribute to the writing, they would not be considered authors or copyright holders, but you may wish to indicate their supervisory role in an attachment to the license. Their names would then be included in the information UFV provides about your work.

**Moral rights and attribution:** UFV will always acknowledge you as the author of your work; the license does not ask you to waive your right to be identified as the author.

**Release and indemnification:** You agree UFV is not responsible for problems that might occur with the use of your work. For example, it is not UFV’s fault if someone steals your work; if you have made an error in your representations and warranties, UFV cannot be sued for this error.

**What are the HarvestIR policies?**

These are under development, but nothing in the final policies will contradict the license agreement you sign with UFV now. Please ask any questions you may have

**Contact Information:**

If you have questions about copyright, licensing, or permissions, please contact:
Martin Warkentin, Copyright Librarian: martin.warkentin@ufv.ca

If you have other questions about submitting your work to HarvestIR, please contact:
Brenda Philip, Circulation and Data Services Librarian: brenda.philip@ufv.ca

For general inquiries: harvestir@ufv.ca