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**Contributor Name:** \_\_\_\_\_

**Submission Title:** \_\_\_\_\_

**Brief Submission Description** (What is it? What is its purpose? Who is its intended audience? Etc.): \_\_\_\_\_

\_\_\_\_\_

**Contributor's UNE Email:** \_\_\_\_\_

*I hereby submit my Submission to DUNE: DigitalUNE, and agree that my Submission may be used in accordance with the terms and conditions outlined in the DUNE: DigitalUNE Contributor Agreement, which I have read and expressly agree to be bound by as of the date of upload of this document. I further agree that my Submission will be available in DUNE:DigitalUNE via the access level indicated below, or if there is no such indication, via Open Access as is defined below. **My work should be made available in DUNE: DigitalUNE via the following access (please check the level that applies):***

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*I have seen, reviewed and agree to be bound by the DUNE Contributor Agreement:*

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## **DUNE: DigitalUNE Contributor Agreement**

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**REPRESENTATION OF ORIGINAL AUTHORSHIP:** I represent and warrant that I have all rights, title and interests necessary to grant the license and permissions contained within this Agreement.

**COPYRIGHT:** I certify, represent and warrant that (i) I have full power and authority to enter into this Agreement and to submit my Submission to DUNE: DigitalUNE; (ii) the execution, delivery and performance of this Agreement does not violate the terms of any agreement or contract (oral or written) to which I am bound; (iii) the Submission does not and will not, as a result of use by UNE or any other party authorized by UNE as part of DUNE: DigitalUNE, violate or infringe any intellectual property or other rights of any third party, including, without limitation, any copyrights, patents, trade secrets, or trademarks; and (iv) the Submission does not and will not, as a result of use by UNE or any other party authorized by UNE as part of DUNE: DigitalUNE constitute defamation, invasion of privacy, or a violation of publicity or other rights of any person or entity. If portions of my Submission, including, without limitation, video, images, music, or data sets, are owned by third parties, I hereby represent that I have obtained all permissions and consents necessary to use such materials within my Submissions and to make such available via DUNE: DigitalUNE, and that all such third party materials are appropriately acknowledged and cited as part of my Submission. Furthermore, if my work includes interviews or other depictions of individuals, I have included signed permissions from such individuals allowing me to use their name and/or likeness within my Submission and to make such available via DUNE: DigitalUNE. In the event that a third party files an action or claim against UNE based on any misrepresentation I have made in this Agreement and/or as a result of my breach of this Agreement, then I agree to defend, indemnify, and hold harmless, UNE and its successors and assigns, officers, directors, agents, and employees, against any such action or claim, as well as any resulting loss, liability, or damage whatsoever (including, but not limited to, the reasonable expenses of investigation and defending against any claim or suit, any amount paid in settlement thereof, and any reasonable attorneys' fees). In the event of such a claim, I agree to cooperate with UNE in the defense of such matter and agree that UNE may, at its election, control the defense of such matter. I further agree to reimburse UNE for all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by UNE should I breach this Agreement and UNE is required to enforce any provision of this Agreement.

**ACCESS AND USE:** My Submission, or portions thereof, will be maintained in an open access online digital environment via DUNE: DigitalUNE. The Submission, irrespective of its access level, is intended for educational purposes only. Signing this document neither endorses nor authorizes the commercial use of my Submission in DUNE: DigitalUNE by UNE or any other person or organization, but I acknowledge that UNE will not and cannot control the use of my Submission by others. Liability for any copyright infringement of my Submission, downloaded from DUNE: DigitalUNE, will fall solely upon the infringing user, and responsibility for enforcing my copyright and other rights in and to my Submission falls solely on me. I agree that UNE may, without changing the content, convert my Submission to any medium or format necessary for the purpose of long-term preservation, and may also keep more than one copy of my Submission for preservation purposes.

**FERPA WAIVER:** If I am a student making this Submission to DUNE: DigitalUNE, I agree to waive any privacy rights granted by FERPA or any other law, policy or regulation, for the purpose of making this Submission available on DUNE: DigitalUNE.

**WITHDRAWING WORKS:** I understand that I may request the removal of an individual Submission that I have contributed to DUNE: DigitalUNE, for any reason, and that UNE Library Services will remove my work on my request received in writing. Such removal will not alter other terms of this Agreement.

**TERM:** This agreement will remain in effect unless permission is withdrawn by Contributor via written request to UNE Library Services. UNE may terminate this Agreement and/or withdraw my Submission from DUNE: DigitalUNE as UNE deems appropriate or necessary.

**MISCELLANEOUS:** A waiver of any breach of this Agreement must be in writing and signed by me and an officer or other authorized representative of UNE. No such waiver shall be construed to affect or imply a subsequent waiver of the same provision or a subsequent breach of this Agreement. In the event that any provision of this Agreement is determined by a court to be invalid or unenforceable, such provision shall be modified by the court so as to be enforceable to the full extent of the law, and the remaining provisions of this Agreement shall remain in full force and effect. This Agreement contains the entire understanding of the parties with respect to my Submission and supersedes all prior agreements and understandings between the parties with respect to my Submission. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine and the exclusive jurisdiction and venue for any disputes arising hereunder shall be resolved in the state or federal courts located in Cumberland County, Maine.

Reviewed and agreed to as indicated above.