Deposit Agreement

The Jomo Kenyatta University of Agriculture and Technology’s institutional repository supports the long-term preservation of, and free access to research materials produced by members of the University. To undertake this role, the repository staff needs permission to store, copy and manipulate the materials in order to ensure that it can be preserved and made available in the future. This Deposit Agreement is designed to give JKUAT Digital Repository administrator the right to do this and to confirm that the depositor has the right to submit the material to the repository. The Agreement is non-exclusive, and the depositor does not give away any of their rights to JKUAT Digital Repository.

By agreeing with and accepting this license, I/we _______________________________ (the author/(s), copyright owner or nominated agent) agree to the conditions as stated below, for the deposit of the item (Title:________________________________ ________ ),(also referred to as the Work) in the institutional repository maintained by JKUAT, or any other repository authorized for use by JKUAT.

By depositing my/our work in JKUAT Institutional Repository I/we agree to the following:

i. That lam/we are free to publish this work in its present or future versions elsewhere.

ii. I/we confirm that:

a. I am/we are the copyright owner(s) and/or have the right to make this agreement with you.

b. The work is original and to the best of my/our knowledge does not infringe anyone’s copyright.

c. The work does not violate or infringe any intellectual property law.

iii.L/we agree to:

a. Add the work to the repository so that it is freely available online for the lifetime of the repository.

b. Convert the work as necessary to ensure that it can be read by computer systems in the future.

iv. That removal of the item can only be made after discussion with the repository administrators.

I/we understand that JKUAT Institutional Repository:

i. May distribute copies of the work (including the abstract) worldwide, in electronic format via any medium for the lifetime of the repository for the purpose of open
access.

ii. May electronically store, convert or copy the work to any medium or format for the purpose of future preservation and accessibility.

iii. May incorporate metadata or documentation into public access catalogues for the work.

iv. Shall retain the right to remove the work for professional or administrative reasons, or if it is found to violate the legal rights of any party.

v. Shall not be under obligation to take legal action on behalf of the depositor or other rights holders in the event of infringement of intellectual property rights or any other right in the material deposited.

vi. Shall not be under obligation to reproduce, transmit, or display the work in the same format or software as that in which it was originally deposited.

Additionally, I/we also understand that if, as a result of my/our having knowingly or recklessly given a false statement and the University suffers loss, I/we will make good that loss and indemnify JKUAT for all actions, suits, proceedings, claims, demands and costs occasioned by the University in consequence of my/our false statement.

While every care will be taken to preserve the physical integrity of the work, JKUAT shall incur no liability, either expressed or implicit, for the work or for loss of or damage to any of the work or associated data.

**Depositor’s Declaration:**

I/We ________________________________ (the author(s) hereby grant to JKUAT Digital Repository (Jomo Kenyatta University of Agriculture and Technology) a non-exclusive license on the terms outlined. I declare that:

i. I am/we are the owner(s) of the copyright for the whole work (including content & layout), or am duly authorized by the owner(s) or other holder of these rights and I am competent to grant under this agreement, a license to hold and disseminate copies of the material.

ii. The work is not and shall be in no way a violation or infringement of any copyright, trademark, patent, or other rights whatsoever of any person.

iii. That if the work has been commissioned, sponsored or supported by any organization, I/we declare that I/we have fulfilled all of the obligations required by such contract or agreement.

Name…………………………………………….. Faculty/School/Department

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