

**FACULTY SUBMISSION AGREEMENT FOR USE OF MATERIALS
IN DIGITAL COMMONS @ MONTANA TECH**

This Non-exclusive License defines the terms for deposit of Materials in all formats into the digital repository of Materials collected, preserved, and made available through Digital Commons @ Montana Tech.

The Contributor hereby grants to Montana Tech a perpetual, royalty-free, non-exclusive worldwide License to use, re-use, display, distribute, transmit, publish, republish or copy the Materials, either digitally or in print, or in any other medium, now or hereafter known, for the purpose of including the Materials in Digital Commons @ Montana Tech. Montana Tech will not make any alteration to submissions other than allowed by this License.

Copyright Ownership and any other intellectual property rights (e.g. [Creative Commons](#) copyright licenses) in or to the Materials *shall not* be transferred by this Agreement and shall remain with the Contributor, or the Copyright Owner if different from the Contributor. Other than this limited License, the Contributor or Copyright Owner retains all rights, title, copyright and other interest in the Materials licensed.

If the submission has not been published and contains the work of others, the Contributor represents that Contributor has obtained the permission of the Copyright Owner to grant Montana Tech the rights required by this License.

If the submission has been previously published, the Contributor represents that Contributor has obtained the permission of the Copyright Owner to grant Montana Tech the rights required by this License."

If the submission is based upon work that has been sponsored or supported by an agency or organization other than Montana Tech, the Contributor represents that Contributor has fulfilled any right of review or other obligations required by such Contract or Agreement.

This License shall not authorize the commercial use of the Materials by Montana Tech or any other person or organization. Montana Tech shall not be responsible for ensuring that the Materials covered by this License are used for educational purposes only.

This Agreement embodies the entire Agreement of the parties. No modification of this Agreement shall be of any effect unless it is made in writing and signed by all of the parties to the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized agents as of the date stated.

Contributor

Name: _____
Signature: _____
Title: _____
Date: _____

Montana Tech of The University of Montana

Name: _____
Signature: _____
Title: _____
Date: _____