



D-Scholarship@Pitt Proxy Agreement

With the intent to publish Works for dissemination to the general public as part of D-Scholarship@Pitt, the Institutional Repository of the University of Pittsburgh, the Publisher and Author agree to the following terms and conditions:

1. The Author designates the following individual as the Author's agent (Proxy) to submit the Author's original work for archiving and publication in D-Scholarship@Pitt, the online Institutional Repository of the University of Pittsburgh at <http://d-scholarship.pitt.edu>

Proxy's Full Name _____

Proxy's University Computer Account User Name: _____

2. In allowing the Proxy to archive each collection of files and associated bibliographic metadata (the Work), the Author grants the University of Pittsburgh (The Publisher) and its agents the non-exclusive and perpetual license to publish, archive and make accessible the Work in whole or in part, in all forms of media, now or hereafter known and in all languages throughout the world.
3. The Author may enter into separate, additional contractual arrangements for the non-exclusive distribution of the Work so long as such contracts do not conflict with the Author's or the Proxy's choice of a Creative Commons License in connection with the submission of the Work.
4. With respect to all Work submitted by the Proxy, the Author represents and warrants that:
 - (a) the Work is the Author's original work;
 - (b) he/she possesses all right and authority to grant a non-exclusive license in the Work to Publisher;
 - (c) he/she has not transferred exclusive rights in the Work to any third party;
 - (d) the Work contains no misrepresentation or infringement of the work or property of other authors or third parties; and
 - (e) the Work submitted by the Proxy contains no libel, invasion of privacy, or other unlawful matter. The Author agrees to promptly furnish to the Publisher, at the Author's own expense, written evidence of the permissions, licenses, and consents for use of third party material included within the Work.

5. The Author shall review all Work the Proxy submits to the Publisher to ensure that all of the representations and warranties of paragraph 4 of this Agreement are correct and complied with respect to each and every piece of content and material.
6. The Author understands that the Proxy is acting as the agent of the Author and the Author agrees that it shall be responsible for all actions of the Proxy in connection with any Work submitted to the Publisher under this Agreement. The Author agrees to indemnify and hold the Publisher harmless from Author's breach of the representations and warranties set forth in this Agreement, as well as any claim or proceeding relating to the Publisher's use and publication of any content contained in the Work, to include third party content.

Intending to be bound, the Parties represent that they each have the power to execute this Agreement and agree to these terms through the signatures below:

AUTHOR:

Author's Signature

Date

Author Name (Print)

Home address:

Citizenship

PUBLISHER:

Publisher Signature

Date

D-Scholarship@Pitt Repository Administrator (Print)

Complete, sign and return to:

D-Scholarship Repository Administrator
7500 Thomas Boulevard
Room 129
Pittsburgh, PA 15260