



## APPENDIX I

### Non-Exclusive Distribution License and Terms of Service Institutional Repository

#### Ceibal Centre Foundation for the Study of Digital Technologies in Education

In the city of Montevideo, on the \_\_\_\_\_ day of \_\_\_\_\_ of \_\_\_\_\_, the *Fundación Centro Ceibal para el Estudio de las Tecnologías Digitales en la Educación* (Ceibal Centre Foundation for the Study of Digital Technologies in Education, hereinafter referred to as Ceibal Foundation), party of the first part, responsible for the management and operation of the fundacionceibal digital repository (hereinafter referred to as "THE SYSTEM"), headquartered at Av Italia 6201, Montevideo, and represented herein by \_\_\_\_\_ Cristóbal Cobo \_\_\_\_\_ in his/her capacity as Director; and Mr/Ms \_\_\_\_\_, party of the second part, holder of Identity Card/Passport number \_\_\_\_\_, residing at \_\_\_\_\_- \_\_\_\_\_ (hereinafter referred to as "THE HOLDER"), in his/her capacity as \_\_\_\_\_ (AUTHOR / COMPILER / PUBLISHER / ILLUSTRATOR / COLLABORATOR) agree to enter into the following agreement:

#### **FIRST**

THE HOLDER declares that he/she is the holder or co-holder of the intellectual property rights to the work entitled \_\_\_\_\_ (hereinafter referred to as "THE WORK").

#### **SECOND**

THE HOLDER grants Ceibal Foundation, freely and non-exclusively, for the maximum legal term and on a universal basis, the reproduction, distribution and public communication rights to THE WORK regardless of medium or support used.





THE HOLDER also authorizes Ceibal Foundation to:

- (a) Transform THE WORK, if necessary, for its preservation and accessibility in electronic formats, as well as for the incorporation of security elements and/or identification of origin,
- (b) Store THE WORK on Ceibal Foundation servers for the sake of its safety and preservation
- (c) Release public communications and make THE WORK available with free online access on Ceibal Foundation's institutional websites and digital repositories created within its remit.

### **THIRD**

Pursuant to the non-exclusive nature of this agreement, THE HOLDER may freely disseminate and publicize THE WORK, in any of its versions, using whatever media he/she deems appropriate.

THE HOLDER may also establish a period for temporary delay of the public release of THE WORK ("EMBARGO"), running from the date of the signing of this agreement.

### **FOURTH**

THE HOLDER declares under oath that:

- (a) This transfer of rights does not infringe any third party rights, whether they relate to industrial, intellectual or other property.
- (b) The information provided during the process of registering the username on the system and during the process of depositing THE WORK on THE SYSTEM is accurate and correct.





THE HOLDER also provides his/her assurance that the content of THE WORK does not infringe any third party's rights to honour, privacy and image of others, and he/she has all the relevant authorizations.

#### **FIFTH**

THE HOLDER, as guarantor of the authorship of THE WORK and in relation to it, declares that Ceibal Foundation is free of any responsibility – whether civil, administrative or criminal (including a plagiarism claim) – and that he/she is exclusively answerable for any claims or lawsuits by third parties, and shall hold Ceibal Foundation, its directors and employees harmless.

#### **SIXTH**

THE WORK will be made available to the public, who must use it in a fair manner, respecting copyrights, and complying with the terms of the license chosen by THE AUTHOR below.

Ceibal Foundation commits itself to exhibiting THE WORK together with the license chosen by the holder and its description in text format or on a public Web link, and shall not be held responsible for any other unauthorized or illegal use of THE WORK.

Creative Commons license 4.0 International (mark a box in the first column with an X for the desired option. Mark only one box)

CC BY allows others to distribute, adapt, edit and create on the basis of your work, even commercially, as long as you are given credit for your original creation.

CC BY-SA allows others to adapt, merge, and create on the basis of your work, even commercially, as long as you are given credit and their new creations are licensed under the same terms.





- CC BY-ND allows commercial or non-commercial redistribution as long as you are given credit and the work is circulated in its entirety and unchanged.
  
- CC BY-NC allows others to distribute, adapt and create on the basis of your work, for non-commercial purposes and giving you credit.
  
- CC BY-NC-SA allows others to distribute, adapt, edit and create on the basis of your work, for non-commercial purposes, as long as you are given credit and their new creations are licensed under the same terms.
  
- CC BY-NC-ND allows others to download your work and share it with others, as long as you are given credit, but it may not be modified in any way or be used commercially.

**SEVENTH**

THE HOLDER may request the removal of THE WORK from Ceibal Foundation repository for a duly justified reason certified in writing to those directly responsible for the repository.

In addition, Ceibal Foundation may remove THE WORK if there is a sufficiently justified reason or third party demand.

\_\_\_\_\_  
Holder's signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Date

