APPROVAL OF THESIS/DISSERTATION FORMAT BY GTU LIBRARY

STUDENT'S NAME:________________________________________________________

THESIS/DISSERTATION TITLE:____________________________________________

________________________________________________________

________________________________________________________

________________________________________________________

DEGREE PROGRAM:____________________________________________________

I approve the format and paper quality of the thesis of the student named above.

Librarian's Signature:_______________________________________________

Date:______________________________________________________________

08/25/2010

[jקבלNanoEveryone\Handbook\LibraryFormatApprvlForm.doc]
Santa Clara University
Graduate Thesis Submission Form

Jesuit School of Theology Theses and Dissertations

This form is required for all theses and dissertations filed at the Jesuit School of Theology. The JST Academic Dean’s office will forward a copy of this form to the Santa Clara University Library along with the required archival copy of the thesis and the binding fee in compliance with SCU regulations.

Student’s Name (Author): ________________________________

Mailing Address: ________________________________________

City, State, Zip: _________________________________________

Phone: ________________________ Email: ____________________

Santa Clara Student ID Number (see SCU Access card): ________________

Author acknowledges and agrees that theses completed in partial fulfillment of a graduate degree must be deposited in the University Archives and made publicly available in the SCU Library. Furthermore, SCU has the right to copy, digitize and publish the title, author, and abstract of each thesis on the World Wide Web (as defined in the attached Student Thesis Publication Agreement) for SCU’s Library use. Authors are required to execute the attached Student Thesis Publication Agreement to grant such rights to SCU. Authors selecting electronic submission must make their thesis available on the World Wide Web, but may choose to embargo it for a limited period of time.

JST is not able to handle the binding of personal copies of theses and dissertations.

I authorize the above charges to my account in conjunction with the thesis submitted to partially satisfy the requirements for a graduate degree at Santa Clara University.

Signature: ________________________________ Date: _________________

Print one copy of this form for the University Library, one copy for the JST Academic Dean’s Office, and one copy for the student.

Updated February 27, 2014
JST-SCU version [Everyone\Handbook\Thesis-Diss-SCU-Library submission forms.doc]
Graduate Student Thesis Publication Agreement
(SCU is Licensee)

Theses completed in partial fulfillment of a graduate degree must be deposited in the University Archives and made publicly available in the SCU Library. Furthermore, SCU has the right to copy and publish the title, author, and abstract of each thesis on the World Wide Web for SCU’s Library use. Authors may choose whether or not to make their complete thesis publicly available on the World Wide Web, as set forth below.

1) Student Name (“Author”): _______________________________________________________

2) Effective Date: _________________________________________________________________

3) Thesis Title (the “Thesis”): _______________________________________________________

4) Open Access Publishing: Open access publishing means that the Author’s complete Thesis will be available via the World Wide Web (as defined below) and not restricted to viewing only by library patrons, users of on-campus computers, and other SCU-authenticated readers.

   a) Yes, I want to provide open access publishing of the Thesis via the World Wide Web. I understand that I will not be eligible to receive royalties.

   b) No, I do not want to provide open access publishing of the Thesis via the World Wide Web. I understand that my Thesis will still be available via the World Wide Web to SCU library patrons, users of SCU on-campus computers, and other SCU-authenticated readers.

If Author has selected “Yes” above, please answer the following question:

   c) I want the Thesis to be available on the World Wide Web as soon as it is published in Scholar Commons (SCU University Library’s institutional repository).


      _____ 6 month embargo;   1 year embargo;   2 year embargo.

The embargo starts from the date on which the Thesis enters the library catalog. While under embargo, my name, and the title and abstract of the Thesis will still be available via the World Wide Web. Once the embargo is lifted, all users will have access to the electronic version of the Thesis via the World Wide Web.

Revised 4/15/16
5) **Copyright:** Author acknowledges that he or she owns the copyright for the Thesis, except if the work has been developed in the course of or pursuant to a sponsored project or other agreement between the University and a third party. In such cases, the terms of the applicable third-party agreement shall govern the disposition of rights in copyright, and the Author may need to have the third party co-sign this publication agreement.

6) **World Wide Web:** For purposes of this Agreement, the “World Wide Web” means the World Wide Web, the Internet, and any successor or other computer or communication network or technology capable of electronically distributing content.

EACH AUTHOR ACKNOWLEDGES THAT HE OR SHE HAS READ AND AGREES TO THIS PUBLICATION AGREEMENT AND THE ATTACHED TERMS AND CONDITIONS, AND THAT BY SIGNING BELOW, EACH AUTHOR IS BOUND BY THE TERMS OF THIS PUBLICATION AGREEMENT AND THE ATTACHED TERMS AND CONDITIONS.

**Dean of Degree-Granting School**

Signed: ____________________________

Printed Name: ____________________________

Date: ____________________________

**Author**

Signed: ____________________________

Printed Name: ____________________________

Date: ____________________________
Terms and Conditions

1) **License Grant.** Author hereby grants to SCU, the non-exclusive, royalty free, fully paid-up, irrevocable, unrestricted, transferable, sublicensable, worldwide and perpetual right to use, adapt, reproduce (including in digital format), distribute, prepare derivative works of, publicly perform, broadcast, and/or display the Thesis, in any and all media now known or hereafter devised, in connection with SCU’s library use. Author acknowledges that the above license grant includes the right for SCU to include the title, abstract, bibliography and any other information necessary regarding the Thesis for inclusion in SCU’s library’s online catalog, which is available via the World Wide Web. SCU will limit publication in connection with the Author’s restrictions set forth on the cover page of this Agreement. In the event the Thesis is not published by SCU in accordance with the restrictions set forth on the cover page of this Agreement, Author’s sole remedy and SCU’s sole liability, shall be for SCU to use commercially reasonable efforts to correct such error.

2) **Representations and Warranties of Author.** Author hereby represents and warrants that: (i) Author owns all right, title and interest in the Thesis; (ii) Author has the power and authority to enter into this Agreement and perform its obligations hereunder; (iii) the licensed Thesis will not violate any laws, regulations or ordinances, or the rights of any third party and will not give rise to any claims of such violation, including, without limitation, claims of libel, slander, defamation, copyright infringement, infringement of moral rights, trademark infringement, false designation of origin, disparagement, violation of privacy, publicity, identity or other proprietary rights, piracy or plagiarism; and (iv) to the extent that Author is required to obtain rights, licenses, permissions, clearances, approvals and/or attribution information necessary for SCU to utilize the Thesis, Author will do so accurately and completely, and the Thesis shall incorporate the necessary credit and/or attribution information. Author represents and warrants that it understands that SCU will rely on the contents of this Agreement and Author shall not have the right to enjoin the exploitation of the Thesis or to rescind any rights granted to SCU hereunder.

3) **No Approval.** Author hereby relinquishes any right to examine or approve any use, publication, modification, exhibition or other exploitation of the Thesis in connection with SCU’s library use.

4) **Indemnification.** Licensee shall indemnify SCU, and its affiliated corporations, and all officers, directors, agents, employees, representatives and associates thereof, and save and hold each and all of them harmless and from any and all loss, cost, damage, liability and expense, including attorneys’ fees, with respect to any claim that the Thesis infringes any third party intellectual property rights or otherwise arising from any breach of the representations and warranties set forth in Section 2 (Representations and Warranties of Author).

5) **General.** This Agreement constitutes the final, complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreement, either written or oral. This Agreement shall be governed by the laws of the State of California, without regard to its conflicts of law provisions. Both parties hereby consent to the exclusive jurisdiction and venue of the state and federal courts located in Santa Clara County, California. SCU may freely assign this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and if no feasible interpretation will save such provision, it shall be severed from this Agreement, and the remaining provisions remain in full force and effect. The failure of either party to enforce any provision of this Agreement shall in no way be construed to be a present or future waiver of such provision, nor in any way affect the right of either party to enforce such provision thereafter. The express waiver by either party of any provision of this Agreement shall not constitute a waiver of the other party’s future obligation to comply with such provision.