

Author's Agreement

Version 1.1: 18 May 2008

Please Read Carefully

1. By the act of electronically submitting your research, paper, article, template, image or any other material or resource ("the Resource") to The Clearing House ("the Site") you agree to these terms and conditions.
2. The Site reserves the right to change or modify all or any part of this Agreement at any time, effective immediately upon publishing.
3. You will disclose your true identity and not impersonate any person or entity, or misrepresent your affiliation with any person or entity.
4. You represent and warrant that you are the sole author, or co-author, or owner, or authorised publisher, or authorised staff member of the organisational-owner of the Resource and have the full power and authority to enter into this Agreement.
5. By submitting the Resource to the Site, you represent that you have full rights to send the Resource and that its publication on the Site will not violate or infringe the rights of any third person or party, including but not limited to, rights in copyrights, patents, trademarks, service marks, trade secrets or other proprietary rights.
6. You will not upload, post, email or otherwise transmit any Resource that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements).
7. You will disclose any pecuniary or non-pecuniary interest you may directly or indirectly, have in any security, company, or financial product, which is the subject matter of the Resource. If a member of your family, or an entity in which you are a shareholder has a pecuniary or non-pecuniary interest in the security, company, or financial product you must disclose it.
8. You will not intentionally or unintentionally violate any applicable national or international law, including, but not limited to, regulations promulgated by the New Zealand Government or its agencies, any rules of any national or other securities exchange, and any regulations having the force of law.
9. You grant to the Site the worldwide and perpetual right to electronically publish and distribute the Resource in all versions of the Site.
10. You understand that you will not receive any form of compensation from the Site for the Resource that you are submitting.
11. You understand that submission of the Resource to the Site does not in any way guarantee the Resource will appear on the Site and that the Site has no obligation to publish your submitted Resource.
12. We may delete the Resource at any time, without any notice to you.
13. You represent that the Resource is based on true facts and diligent research.

14. You will not submit any Resource that is defamatory, libelous, obscene, or in violation of any law.
15. You must complete accurate metadata (information) about the Resource using the form provided when uploading the Resource.
16. You will not submit any Resource that contains any viruses, "worms", "trojan horses" or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
17. You agree to indemnify, defend and hold harmless the Site, the Tangata Whenua, Community and Voluntary Sector Research Centre, its staff or contractors, its governance group, and its funders from and against all claims, losses, expenses, damages and costs, including reasonable legal fees, resulting from any violation of this Agreement (including negligent or wrongful conduct) by you.
18. You will not enter into any subsequent Agreement or understanding with another person or entity which might conflict with the rights granted to The Site under this Agreement regarding the Resource.
19. You agree that this is the entire Agreement between you and the Site relates to the Resource and that this Agreement supersedes all previous agreements and understandings related to the Resource.
20. Any disputes related to this Agreement shall be governed by the laws of New Zealand and you consent to the jurisdiction of the courts of the same.
21. The Site reserves any and all rights not expressly stated herein.

-- End of Author's Agreement --