

# University of Bradford Repository Deposit Terms & Conditions

Each depositor is required to read and agree to this deposit agreement when submitting material to Bradford Scholars.

## **WHY IS A NON-EXCLUSIVE AGREEMENT REQUIRED?**

The University of Bradford's institutional repository, Bradford Scholars, supports the long-term preservation of, and free access to, research material produced by members of the University. To undertake this role, the repository staff need permission to store, copy and manipulate the material in order to ensure that it can be preserved and made available in the future.

This Deposit Agreement is designed to give Bradford Scholars administrators the right to do this and to confirm that the depositor has the right to submit the material to the repository. The Agreement is non-exclusive, and the depositor does not give away any of their rights to Bradford Scholars.

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Visit the Library's Help Sheets and Documentation page at <http://www.bradford.ac.uk/library/documents.php> if you require this document in another format.

Thank you for requesting to deposit your work(s) in Bradford Scholars. By depositing this work, you agree to the terms and conditions of this non-exclusive agreement:

- You are free to publish this work or works elsewhere in their present or future versions.
- You confirm that:
  1. you are the copyright owner and/or have the right to make this agreement with us;
  2. the work(s) are original and to the best of your knowledge do not infringe anyone's copyright and that
  3. the work(s) do not violate or infringe any UK law.
- We agree to:
  1. Add the work(s) to the repository so they are freely available online for the lifetime of the repository;
  2. Convert them as necessary to ensure they can be read by computer systems in the future.
- We reserve the right to remove the work(s) for any legal or administrative reason.

## **TERMS & CONDITIONS**

### **Depositor's Declaration**

I hereby grant to Bradford Scholars (the University of Bradford) a non-exclusive licence on the terms outlined below. I warrant that:

- I am the owner of the copyright for the whole work (including content & layout), or am duly authorised by the owner(s) or other holder of these rights and am competent to grant under this agreement, a licence to hold and disseminate copies of the material;
- The work is not and shall be in no way a violation or infringement of any copyright, trademark, patent, or other rights whatsoever of any person;
- That if the work has been commissioned, sponsored or supported by any organisation, I represent that I have fulfilled all of the obligations required by such contract or agreement.

### **The Repository's Rights and Responsibilities**

The Institutional Repository:

- May distribute copies of the work (including the abstract) worldwide, in electronic format via any medium for the lifetime of the project for the purpose of free access without charge;
- May electronically store, convert or copy the work to ensure its future preservation and accessibility;
- May incorporate metadata or documentation into public access catalogues for the work;
- Shall retain the right to remove the work for professional or administrative reasons, or if it is found to violate the legal rights of any person;
- Shall not be under obligation to take legal action on behalf of the depositor or other rights holders in the event of infringement of intellectual property rights or any other right in the material deposited;
- Shall not be under obligation to reproduce, transmit, or display the work in the same format or software as that in which it was originally created.

### **Software**

Copyright in additional data, software, user guides and documentation to assist users in using the work shall belong to Bradford Scholars on behalf of the University of Bradford and any other parties that Bradford Scholars may choose to enter into an agreement with to produce such materials.

- While every care will be taken to preserve the physical integrity of the work, Bradford Scholars shall incur no liability, either expressed or implicit, for the work or for loss of or damage to any of the work or associated data.

## **Definition & Terms**

In this agreement:

'Work' means the item being deposited including any abstract, text, images and related data;

'Institutional Repository' means any service provided by the University of Bradford to permit third parties to access electronic materials at no charge.

'Bradford Scholars' means the University of Bradford institutional repository.