

UNIVERSITY OF HUDDERSFIELD REPOSITORY

TERMS & CONDITIONS FOR DEPOSITORS

Definitions

1. In this Agreement:
 - 1.1 'Agreement' means this document including all of its terms and conditions.
 - 1.2 'Repository' means the University of Huddersfield Repository.
 - 1.3 'Work' means the material being deposited including abstract, text, images and related data.
 - 1.4 'You' means the depositor(s), author(s), copyright owner(s) or assignee(s).

Depositor's declaration

2. By making a deposit in the Repository, You are agreeing to grant a ***non exclusive licence*** to The University of Huddersfield to hold and disseminate copies of the material and You warrant that:
 - 2.1 You are the owner of the copyright in the whole Work (including content and layout) or are duly authorised by the owner(s), or other holder of these rights and are competent to grant the licence contemplated by this Agreement;
 - 2.2 The Work does not infringe any copyright, trademark, patent, or other rights whatsoever of any person;
 - 2.3 If the Work has been commissioned, sponsored or supported by any organisation, you represent that you have fulfilled all of the obligations required by such contract or agreement;
 - 2.4 You comply with the Repository Policy attached as Appendix 1 and associated procedures as amended from time to time; and
 - 2.5 You will comply with the University's **Policy on Intellectual Property** as amended from time to time,

and You hereby indemnify The University of Huddersfield against all and any loss, damages or costs it sustains arising out of any breach by You of any of the warranties under this Agreement. At the request of the University and at Your own expense, You shall provide all reasonable assistance to enable the University to resist any claim, action or proceedings brought against the University as a consequence of that breach.

The Repository's Rights and Responsibilities

2. The Repository:
 - 2.1 May distribute at no charge copies of the Work (including the abstract) worldwide, in electronic format via any medium for the lifetime of the project, or as negotiated with the depositor, for the purpose of free access without charge (except for associated media costs).

- 2.2 May electronically store, translate, copy, or re-arrange the Work to ensure its future preservation and accessibility, unless notified by the depositor that specific restrictions apply.
- 2.3 May incorporate metadata or documentation into public access catalogues for the e-print. A citation to the Work will always remain visible.
- 2.4 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.
- 2.5 Shall not be under any obligation to take legal action on behalf of You or other rights holders in the event of breach of intellectual property rights or any other right in the material deposited.
- 2.6 Shall not be under any obligation to reproduce, transmit, broadcast, or display the Work in the same format or software as that in which it was originally created.

Software

- 3.1 Copyright in any additional data, software, user guides and documentation to assist users in using the Work shall belong to the Repository on behalf of The University of Huddersfield and any other parties that the Repository may choose to enter into an agreement with to produce such materials.
- 3.2 While every care will be taken to preserve the physical integrity of the e-print, the Repository shall incur no liability, either expressed or implicit, for the e-print or for the loss of or damage to any of the e-print or associated data.

October 2008