Grant of non-exclusive licence to the University of Oxford

Each depositor (whether academic staff, administrator, graduate research student or other party) is required to read and agree to this agreement when submitting each item.

This agreement may be made by a person depositing an item on behalf of the author

Why is a non-exclusive licence required?

Oxford Research Archive supports the long-term preservation of and free access to research documents produced by members of the University of Oxford. To undertake this role, Library 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 Oxford University Library Services (OULS) staff 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 Oxford Research Archive.

1. Covered Work

1.1 I, the Depositor, would like to deposit my material in Oxford Research Archive (‘ORA’).

1.2 The term ‘Works’ as used in this agreement refers to any material (written, audio or visual) that I have chosen to submit to ORA now or choose to submit in the future, whether personally or through an assistant or other agent, and I agree to the following terms.

2. Your right to publish your Work(s)

Rights granted to the University of Oxford (‘the University), acting through Oxford University Library Services (‘OULS’) and the Oxford Research Archive (‘ORA’) through this agreement are entirely non-exclusive. You, the Depositor, are free to publish any of your items that are deposited in ORA (the ‘Works’) in their present or future versions elsewhere and no ownership is assumed by OULS over the Works.

3. Deposit in Oxford Research Archive
3.1 I understand that work deposited in ORA will be accessible to a wide variety of people and institutions - including automated agents - via the World Wide Web.

3.2 I understand that if the deposited Work is a thesis, an electronic copy of my thesis may also be included in the British Library Electronic Theses On-line Service (EThOS).

3.2 I understand that once the Works are deposited, a citation to the Works will always remain visible, unless there are legal or other reasons which require that the citation be removed.

4. Depositor’s declaration

The Depositor grants a non exclusive licence to the University of Oxford acting through OULS to publish the Works on ORA and warrants that:

4.1 The Depositor is the owner of the copyright in the Works (including content & layout) or is authorised by the owner(s), or other holder(s) of these rights, to make this agreement

4.2 The Works are original and do not, to the best of the Depositor’s knowledge, infringe copyright or any other rights of any other person or party, nor do they contain defamatory material.

4.3 If the Works have been commissioned, sponsored or supported by any organisation, any obligations required by associated contracts, licences or agreements have been fulfilled.

4.4 If the deposited Work is a thesis, any embargo on public access to the Work agreed with a third party (for the protection of patent applications or other intellectual property rights, any third party rights or other valid reason) has been agreed with the University authorities and I will indicate this embargo in my deposit in ORA

Indemnity

The Depositor shall indemnify the University and keep the University indemnified from and against all damages, loss (including without limitation direct or consequential damages or losses), claims, actions, proceedings, demands, expenses (including without limitation legal and professional expenses), costs, economic losses and liabilities arising out of or resulting from a breach of any of the Depositor’s warranties contained in this licence.

5. Rights granted to the University

The Depositor grants the non-exclusive rights to the University, acting through OULS, to:
5.1 Make copies of the Works (including the abstract(s)) available worldwide, in electronic format via any medium in perpetuity, for the purpose of free access without charge in compliance with copyright owner’s permissions

5.2 Electronically store, copy, or amend the format of the Works to ensure their future preservation and accessibility to ensure it can be read by computer systems in the future, unless notified by the Depositor that specific restrictions apply.

5.3 Incorporate metadata or documentation into public access catalogues for the Works. Citations to the Works will be retained and made accessible.

5.4 Remove the Works for reasons such as their being found to violate the legal rights of any person. A metadata record indicating that the Works were stored in ORA will remain in perpetuity. The Depositor may request that the Works be removed at any point in the future. The University shall not be obliged to identify or notify any persons who may have viewed or downloaded any Works so removed from ORA.

5.5 If the Works comprises a thesis, include an electronic copy of the Works in the British Library Electronic Theses On-line Service (EThOS).


6.1 The University shall not be under any obligation to take legal action on behalf of the Depositor or other rights holders in the event of an asserted or alleged breach of intellectual property rights or any other rights in or related to the Works.

6.2 The University shall not be under any obligation to reproduce, transmit, broadcast, or display the Works in the same format or software as that in which they were originally created.

Version 2.0

Last updated 23 May 2007