

## **DSpace@Cambridge DEPOSIT AGREEMENT**

**In order for DSpace@Cambridge to reproduce, archive and disseminate your submission worldwide, your agreement to this Deposit Agreement is necessary.**

**After carefully reading this Deposit Agreement, if you agree for your submission to be deposited in DSpace@Cambridge under its terms and conditions, click on the ‘I submit my Deposited Work in accordance with the terms and conditions of the Deposit Agreement’.**

---

**The Depositor wishes to deposit material for archiving and worldwide distribution by the digital archival repository DSpace at the Cambridge University Library (‘DSpace@Cambridge’) under the following terms and conditions:**

### **1. DEFINITIONS**

- |                         |  |
|-------------------------|--|
| <b>Copyright</b>        | means the entire right, title and interest in the copyright, design right and database right in the Deposited Work/s throughout the world;   |
| <b>Depositor</b>        | means the copyright holder/s of the Deposited Work/s, be they its author/s or copyright owner/s as appropriate, or any other person/s duly authorised by the author/s or copyright owner/s to grant the rights in this Agreement;  |
| <b>Deposited Work/s</b> | means the work/s submitted for deposit by the Depositor in DSpace@Cambridge in the form of literary, artistic (including photographs), dramatic or musical works, sound recordings, videos/films or broadcasts and any information or data accompanying the work/s made available for deposit. |

### **2. GRANT OF RIGHTS TO DSpace@Cambridge**

- 2.1 I the Depositor hereby wish to deposit the attached Deposited Work/s in DSpace@Cambridge at the University of Cambridge (‘the University’) and grant to the University a non-exclusive, worldwide, royalty-free licence for use of the Deposited Work/s for the full term of Copyright and any renewals, extensions or revivals thereof for the Purpose, defined as follows:
- 2.1.1 to reproduce the Deposited Work/s for archiving and preservation purposes; and
  - 2.1.2 to reproduce the Deposited Work/s and make the Deposited Work/s available via DSpace@Cambridge to the public on the Internet or any subsequent technology for the purposes of non-commercial research or private study and as otherwise permitted in UK law under the Copyright, Designs and Patents Act 1988 as amended.

### **3. DEPOSITOR WARRANTIES**

- 3.1 I hereby represent and warrant:
- 3.1.1 *Authority to enter into this Agreement.* I am the owner of Copyright in the Deposited Work/s, or am duly authorised by the owner/s or other holder/s of these rights to grant all rights given in this Agreement on their behalf, and have the full power and authority to enter into this Agreement and to grant under it the right to hold and disseminate copies of the Deposited Work/s;

- 3.1.2 *Original work.* The Deposited Work/s is original work and does not infringe the copyright, trademark, patent and any other rights of a third party or contain material of a defamatory or of a libellous nature;
- 3.1.3 *Other agreements.* The grant of rights to the University in this Agreement does not constitute a breach of any other agreement, publishing or otherwise, including any confidentiality or publication restriction provisions in sponsorship or collaboration agreements governing my research or work (or that of those who have authorised me to grant rights given in this Agreement on their behalf) at the University of Cambridge or elsewhere;
- 3.1.4 *Third party copyright material in the Deposited Work.* All third party materials in the Deposited Work/s are properly acknowledged and cited in accordance with standard academic practice, whether used,  
a) with the express written permission of rights holders for the Purpose defined in 2.1, and/or  
b) under a legally recognised ‘permitted act’ or statutory exception/defence to copyright infringement under the Copyright, Designs and Patents Act 1988 as amended and which includes ‘fair dealing for the purposes of criticism or review’;
- 3.1.5 *Consents from persons featuring in photographs, video/film and/or sound recordings in the Deposited Work/s.* Signed consents from persons featuring in photographs, video/film and/or sound recordings in the Deposited Work/s have been obtained for the Purpose defined in 2.1; and
- 3.1.6 *Third party material permission letters for use of third party materials in the Deposited Work/s and consent forms from persons featuring in photographs, video/film and/or sound recordings in the Deposited Work/s.* Permission letters and consent forms obtained for the Purpose defined in 2.1 are stored securely and are readily available for inspection by the University should any matter arise concerning intellectual property rights in the Deposited Work/s.
- 3.1.7 *Indemnity from Depositors who are not employees of or students at the University of Cambridge.* I 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), costs, economic losses and liabilities arising out of or resulting from a breach of any of the warranties given by me in this Agreement.
- 3.2 After acceptance of the Deposited Work/s for the Purpose defined in 2.1, the warranties and representations contained in this Agreement shall survive the termination or expiry of this Agreement and the rights acquired by the University in this Agreement shall survive the removal of the Deposited Work/s, temporary or otherwise, from DSpace@Cambridge and third party websites.

#### **4. DSpace@Cambridge RIGHTS**

- 4.1 I understand and agree that DSpace @Cambridge:
- 4.1.1 may apply metadata elements or documentation to the Deposited Work/s;
- 4.1.2 will exercise reasonable endeavours to preserve the physical integrity of the Deposited Work/s, but shall incur no liability for loss or damage to any Deposited Work/s;
- 4.1.3 shall not be under any obligation to reproduce, transmit, broadcast or display the Deposited Work/s in the same format in which it was originally created;

- 4.1.4 shall not be under any obligation to take legal action on behalf of the Depositor or other copyright holders related to any rights in the Deposited Work/s;
- 4.1.5 reserves the right to not accept the Deposited Work/s for archiving and/or dissemination purposes and in exercising this right the rights acquired under this Agreement cease to have any effect;
- 4.1.6 shall retain the right to remove the Deposited Work/s without notice for professional, administrative or legal reasons after its acceptance for archiving and dissemination, including pending investigation upon a complaint from a third party, or it becomes evident that all appropriate permissions and /or consents warranted for in 3.1.4 and 3.1.5 have not been secured, or it is found to contain defamatory or libellous statements or material. Upon such an occurrence a metadata record indicating storage of the Deposited Work(s) in DSpace@Cambridge will remain visible in perpetuity; and
- 4.1.7 asserts ownership, unless otherwise stated, in any additional data, software, user guides and documentation created to assist Depositors or end-users.

**5. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

- 5.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and nothing in this Agreement shall confer or purport to confer on or operate to give any third party any benefit or any right to enforce any term of this Agreement, save for the author/s of a Deposited Work/s deposited by the Depositor on behalf of the author/s under this Agreement.

**6. GOVERNING LAW**

- 6.1 This Agreement and all questions of construction, validity and performance under this Agreement shall be governed by English law and subject to the exclusive jurisdiction of the English courts.

**I submit the Deposited Work/s in accordance with the terms and conditions of the DSpace@Cambridge Deposit Agreement.**

Signature

Date

---

---