

# Deposit Licence for the University of Reading's institutional repository, CentAUR

## Background

This licence is an agreement between you the author and the University of Reading to make your Output freely available to a worldwide audience, including academic and commercial institutions and the general public, via the internet.

You will be required to click agreement to a summary licence each time you make a deposit.

## 1. Definitions

The following words shall have the following meanings:

- Author – the creator of the Output
- Citation – bibliographic metadata describing the Output.
- Deposit – to add or archive an Output to the Repository; the deposited Output.
- Metadata – the citation plus descriptive fields e.g. publication status, peer reviewed, research group, project.
- the Repository – the University of Reading's institutional repository, CentAUR.
- Output – a full text version or equivalent multimedia output.

## 2. Licence of rights

By agreeing to this licence, the author grants a non exclusive licence to the University of Reading acting through the Repository or a successor software platform to archive that author's Output in the Repository.

The licence allows the University to:

- 2.1 make copies of the Output (including the abstract) available to end users worldwide, in electronic format via any medium for the lifetime of the Repository for the purpose of free access without charge (except for associated media costs) and not for re-sale, trade or commercial gain.
- 2.2 electronically store, translate, copy and re-format the Output to ensure its future preservation and accessibility.
- 2.3 incorporate metadata to enhance retrieval from and harvesting of the Repository by search engines, library catalogues and retrieval services.

### 3. Responsibilities of the Repository

The Repository:

- 3.1 shall remove the Output, in accordance with the **Notice and Takedown Policy**, if it is found to violate the legal rights of any person/organisation.
- 3.2 shall retain a citation to the Output following removal of the Output from the Repository.
- 3.3 shall not be under any obligation to update obsolete links to other websites, including Publisher's version of the published Output or the Publisher's website.
- 3.4 shall not be under any obligation to reproduce, transmit, broadcast, or display the Output in the same format or software as that in which it was originally created.

### 4. Author's warranty

In agreeing to this licence the author warrants:

- 4.1 that he/she is entitled to deposit the Output. The author owns the copyright in the whole Output (including content and design) or that he/she has the permission of the owner(s), including co-authors/creators, to grant the licence to the Repository.
- 4.2 that he/she has complied with requirements of publishers, funding bodies or sponsoring organisations to deposit his/her Output according to their terms.
- 4.3 the Output does not infringe the intellectual property rights of any person/organisation.

### 5. Responsibilities of the author

In depositing the Output, the author is responsible for:

- 5.1 the validity, authenticity and intellectual quality of the Output.
- 5.2 providing accurate information about authorship of the Output.
- 5.3 informing the Repository of any restrictions upon the distribution or use of any part of the Output.
- 5.4 The copyright clearance of all third party material contained within the Output.

### 6. Rights reserved by the author

- 6.1 the author's copyright in the Output is unaltered by depositing the Output in the Repository. Unless already restricted by an agreement with a third party, the author retains the right to publish the Output in its present version or future versions elsewhere.
- 6.2 the author has the right to request removal of the Output from the Repository if the Output is to be superseded by the deposition of a later revision.
- 6.3 the author has the right to retain a citation to an earlier version of the Output and in addition, to retain the earlier version of the Output itself as long as this is permitted by the publisher and as long as the latest version allowed by the publisher is also included.

### 7. Legal relationship

- 7.1 the author accepts full legal responsibility for the content deposited in the Repository.
- 7.2 the Repository shall not be under any obligation to take legal action on behalf of the author or other rights holders in the event of breach of intellectual property rights or any other right caused by deposit of the Output.
- 7.3 the Repository is not liable for loss or damage to any part of the Output or its associated metadata whilst stored in the Repository.

7.4 the University does not endorse the content of the Repository.

## 8. Termination statement

8.1 the licence will terminate for both parties if the Repository or its successors ceases to be maintained for a period of 10 years/declares the Repository disbanded.

8.2 the licence will cease to be effective for an Output once the copyright of that Output has expired.

## Author's agreement

I have read and accepted the rights and responsibilities above. I have exercised reasonable care to comply with all the terms of the warranty.

## Final clause

I understand that this licence comes into force immediately upon depositing an Output. By depositing an Output (or permitting someone else to deposit it on my behalf), I, the Author confirm agreement to these licence terms.