



University of
Salford
MANCHESTER

USIR Deposit Agreement

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Terms and Conditions

[The University of Salford Institutional Repository \(USIR\)](#) is a store of all research outputs produced by University of Salford staff and postgraduate researchers.

This USIR Deposit Agreement (**Agreement**) is between the University of Salford (**University, we, us, our**) and you in your capacity as the Depositor of the Work (defined below) in USIR (**Depositor, you**).

By depositing in USIR via Worktribe you are agreeing to be bound by the terms and conditions of this Agreement.

A definitions section is set out at the end of this Agreement (see section 4.0 Definitions).

Why is this Agreement required?

USIR supports the long-term preservation of, and free access to, research material produced by members of the University. USIR is part of the infrastructure enabling compliance with the University's [Research Publications \(Open Access\) Policy](#). To undertake this role, USIR staff need permission to store, copy and manipulate the material in order to ensure that it can be preserved and made publicly available.

This Agreement is designed to give USIR administrators the right to do this and to confirm that you as the Depositor have the right to deposit the Work in USIR and to grant the relevant licence(s) to the University.

You are free to publish your Work elsewhere in its present or future versions. Where copyright permission is not granted by a third party a metadata record can be submitted.

1.0 Depositor's Declaration

1.1 By depositing this Work in USIR, you warrant that:

- a. you are the copyright owner of the Work or are duly authorised by the owner(s) or other holder of these rights to enter into this Agreement;
- b. [you have consulted [JISC's Open Policy Finder](#) to ensure you have the right to enter into this Agreement with us];
- c. the Work is original and to the best of your knowledge does not infringe any third party's copyright, trade mark, patent or other rights;
- d. the Work does not violate or infringe any UK or applicable law;
- e. if the Work has been commissioned, sponsored or supported by any organisation that all obligations required by such contract or agreement have been fulfilled and that where applicable you have obtained the organisation's permission to deposit the Work in USIR;
- f. where ownership of the copyright and other intellectual property rights in the Work vests in you and other co-authors, you have the authority to grant the licence(s) set out in section 2.0 of this Agreement, both for yourself and on behalf of each co-author and confirm that you are duly authorised by the co-author to grant such licence;
- g. you have specified (to the extent applicable) any embargo period to which access to the whole or any specified parts of the Work is subject and any access controls or restrictions which apply to the whole or part of the Work in the metadata record for the Work;
- h. Where the Works contain sensitive and confidential Research Data, such data will only be shared when this has been planned and agreed before data collection, following relevant professional, ethical and discipline-specific standards. In this scenario, you warrant that you will describe, in a Data Access Statement, the terms on which the Works may be accessed in any publication relating to the Project ;
- i. the Work, its storage and management, and access to the Work are not in conflict with any aspect of the Data Protection Legislation (defined in section 4.0 Definitions below), and that the Work is not subject to any obligations of confidentiality. Where the Work concerns human subjects, you warrant that you have obtained written, informed consent from participants for data retention and/or sharing as appropriate. You confirm that all necessary steps have been taken to safeguard the rights to privacy of individuals involved in the research where explicit permission to share non-anonymised data has not been granted.
- j. you have read and understood the University's [Intellectual Property Policy](#), [Research \(Open Access\) Publications Policy](#), [Research Data Management Policy](#) and [Code of Practice for the Conduct of Postgraduate Research Degree Programmes](#) as may be updated from time to time; and
- k. you will use USIR in accordance with the University's [IT Acceptable Use Policy](#).

1.2 You acknowledge that any serious breach of this Agreement may amount to misconduct which may give rise to disciplinary proceedings against you.

2.0 Permissions

- 2.1 By depositing a Work in USIR, you grant to the University a non-exclusive, royalty-free, sub-licensable, worldwide licence to do any of the acts restricted by copyright or other intellectual property rights to the extent necessary to allow the University to store the Work and make it accessible to members of the public online on or through USIR (or any electronic retrieval system that may replace USIR). You acknowledge that you are free to deposit your Work in its present version or future versions elsewhere.

This licence will be subject to the restrictions indicated by and available to you to apply in the deposit form (see section 2.2 below) or to those applied by University repository staff in line with the conditions set by external bodies such as funding bodies or research sponsors. For example:

Example 1

A Work may be subject to an embargo period, during which it may not be made freely accessible to members of the public online, and the University will respect that embargo period.

Example 2

If you are unable to secure permission to use third party copyright content in your Work, you may submit two versions: one which includes the third-party copyright content and one which does not. The redacted version may be made freely accessible to members of the public online, but the full version will not be made available online until the expiry of the third-party copyright.

- 2.2 Subject to section 2.3 below and section 15 of the [Code of Practice for the Conduct of Postgraduate Research Degree Programmes](#) regarding theses, you can choose in the USIR deposit form to make the Work available under any of the licences specified in that form such as [Creative Commons](#). Theses will be licensed under a Creative Commons Attribution 4.0 International Licence <https://creativecommons.org/licenses/by/4.0/> (CC BY) unless the candidate selects an alternative Creative Commons licence at the point of deposit.
- 2.3 Generally any Author Accepted Manuscripts (**AAMs**) deposited in USIR will be subject to the University's [Research Publications \(Open Access\) Policy](#) and the licence set out at section 4.1.2 (unless the University has approved a Depositor's request to opt-out – see section 4.2) of that Policy; i.e. by depositing an AAM in USIR you grant to the University a non-exclusive, royalty-free, sub-licensable, irrevocable, and worldwide licence to make the Work publicly available via USIR under the terms of a Creative Commons Attribution (CC BY) licence (defined in section 4.0 Definitions below); in addition to the licence granted by section 2.1 above.
- 2.4 All Works deposited in USIR are subject to the relevant provisions of the University's [Intellectual Property Policy](#), [Research Publications \(Open Access\) Policy](#), [Code of Practice for the Conduct of Postgraduate Research Degree](#)

[Programmes](#), and any other applicable University policies and codes as may be updated from time to time.

3.0 University Obligations and Reservations

3.1 The University agrees to:

- a. add the Work to USIR so it is available for the lifetime of the USIR;
- b. take every care to preserve the physical integrity of the Work, but shall incur no liability, either express or implied, for the Work or for loss or damage to any of the Work or associated data.

3.2 The University reserves the right:

- a. to remove the Work as outlined in the University's Repository Notice and Take-down Policy;
- b. to retain a perpetual copy of the Work in USIR unless reasons for the removal are covered by the University's Repository Notice and Take-down Policy;
- c. to electronically store, convert files or copy the Work to ensure preservation and accessibility;
- d. to distribute copies of the Work (including the abstract) worldwide, in electronic format via any medium for the purpose of free access without charge;
- e. to incorporate metadata or documentation into public access catalogues;
- f. not to 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 Work deposited;
- g. not to be under any obligation to reproduce, transmit or display the Work in the same format or software as that in which it was originally created; and
- h. to remove the work(s) for any legal or administrative reason.

3.3 Software

Copyright and any other intellectual property rights in additional data, software, USIR user guides and documentation shall belong to the University and any other parties that University may choose to enter into an agreement with to produce such materials.

4.0 Definitions

In this Agreement the following words and phrases have the following meanings:

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Data Protection Legislation means all applicable data protection and privacy legislation in force from time to time in the UK including UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications);

Institutional Repository means any service provided by the University to permit third parties to access electronic materials at no charge and which follows the principles of Open Access outlined in the [Bethesda Statement](#); and

Work means the item being deposited by you in USIR including any abstract, text, images and related data.