



University of
Salford
MANCHESTER

Data Deposit Agreement

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Library, Careers & Skills

The University of Salford's Research Data Repository (the **Research Data Repository**) is a store of selected research outputs and research data produced by the University of Salford's staff and postgraduate researchers.

This Data Deposit Agreement (**Agreement**) is made between the University of Salford (**University, we, us, our**) and you in your capacity as the depositor (**Depositor, you**) in the Research Data Repository.

By depositing your Work (defined in *section 5.0 Definitions* below) in the Research Data Repository you agree to be bound by the terms and conditions of this Agreement.

A definitions section is set out at the end of this Agreement (please see *section 5.0 Definitions* below).

Why is this Agreement required?

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

This Agreement gives the University's repository staff the rights necessary to store, copy and manipulate the Work for the purposes of preservation and to make the Work publicly available through the Research Data Repository, subject to any applicable legal, ethical or policy restrictions, and to confirm that you as the Depositor have the right to submit the Work to the Research Data Repository.

You are free to publish your Work elsewhere in its present or future versions.

1.0 Data Deposit Declaration

1.1 By depositing your work in the Research Data Repository you:

- a. agree to be bound by the terms of this Agreement and warrant that you are authorised to deposit the Work in the Research Data Repository on behalf of the Project, and that the Work is original and, to the best of your knowledge, does not infringe the copyright, trade mark, patent or other rights of any third party;
- b. warrant that, to the best of your knowledge and belief, either the University owns, or has been granted, all rights necessary to deposit the Work in the Research Data Repository and to exercise the rights set out in section 1.1 (e) and 2.0 of this Agreement;
- c. warrant that the Work does not violate or infringe any UK or applicable law;
- d. warrant that if the Work has been commissioned, sponsored, supported by or developed in collaboration with any organisation that all obligations required by any such third party contract(s) or agreement(s) have been fulfilled, and that where applicable you have the organisation's permission to deposit the Work in the Research Data Repository, and that the deposit of, and provisions for Access to, the Work as set out in this Agreement do not and will not breach any such obligations;

- e. grant to the University a non-exclusive, royalty-free, sub-licensable, irrevocable, worldwide licence to store, host, copy, preserve, migrate, adapt, format, and otherwise use the Work including any copyright works and other intellectual property owned by you and/or co-investigators (please see section 1.0 (e) below) in the Work, for the purposes of operating, administering, preserving and making the Work available to members of the general public in accordance with their applicable rights of Access (defined in section 5.0 Definitions below) under one of the licences selected by you from those listed in section 3.0 Licensing Options below, subject to any applicable legal, ethical and University policy restrictions;
- f. warrant that where ownership of the copyright and other intellectual property rights in the Work vests in you and other co-investigators, you have the authority to grant the licence set out at section 1.0 (e) above, both for yourself and on behalf of each co-investigator and confirm that you are duly authorised by the co-investigators to grant such licence;
- g. warrant that you have specified (to the extent applicable) any embargo period to which Access to the whole or any specified parts of the Work are subject; and, any access controls or Restrictions which apply to the whole or part of the Work in the Metadata (defined in section 5.0 Definitions below) record for the Work;
- h. warrant that you have included, or where not yet published undertake to include, a Data Access Statement in any publication relating to the Project, setting out the terms on which the Work may be accessed;
- i. warrant that to the best of your knowledge and belief you have provided sufficient Metadata to ensure that the Work is discoverable, and sufficient explanatory Documentation to ensure the Work is understandable and reusable;
- j. warrant that you have specified any applicable retention schedule for the Work;
- k. warrant that you will not sell, lease, assign, transfer, distribute or otherwise charge or encumber or commercially exploit the Research Data Repository or any part thereof, save as expressly permitted by this Agreement;
- l. warrant that you have read and understand the University's [Research Data Management Policy](#) and guidance for archiving and sharing data available from <https://www.salford.ac.uk/library/open-research/research-data-management>;
- m. warrant that you will use the Research Data Repository in accordance with the University's [IT Acceptable Use Policy](#);
- n. acknowledge that any serious breach of this Agreement may amount to misconduct which may give rise to disciplinary proceedings against you;
- o. warrant that where the Work contains sensitive and confidential Research Data, such data will only be shared when this has been planned and agreed before data collection, in accordance with relevant professional, ethical and discipline-specific standards;
- p. warrant that the Work, its storage and management, and Access to the Work are not in conflict with and comply with all applicable Data Protection Legislation (defined in *section 5.0 Definitions* below), and that the Work is not subject to and does not breach any obligations of confidentiality;
- q. warrant that where the Work concerns human participants, you have obtained written, informed consent from participants for data retention and/or sharing as appropriate;
- r. warrant that all necessary steps have been taken to safeguard the rights to privacy of any individuals involved in the research where explicit permission to share non-anonymised data has not been granted;

- s. acknowledge that depositing the Work in the Research Data Repository does not transfer ownership of the Documentation or intellectual property contained within the Work, and does not affect any obligations of confidentiality. Nothing in this Agreement prevents the Depositor from depositing a copy of any part of the Work elsewhere in its present or future form. You further acknowledge that you and your co-investigators retain any moral rights (to the extent that such rights exist and have not been waived) in any scholarly work contained within the Work including the right to be identified as the author of the scholarly work;
- t. you acknowledge that access to and use of the Research Data Repository is subject to separate terms and conditions imposed by any third-party repository provider engaged by or on behalf of the University, as updated from time to time, and that you will be required to accept and comply with such terms in order to access or use the Research Data Repository. In the event of any inconsistency, the selected licence shall govern the reuse of the Work by third parties; this Agreement shall govern the deposit of the Work and the rights granted to the University in relation to the Work; and any applicable repository or third-party terms shall govern the technical operation of, and access to, the Research Data Repository (including account access, system use and functionality), provided that such terms shall not limit or override the selected licence or the rights granted under this Agreement;
- u. you acknowledge that the University does not review the Work (save to check for the presence of sensitive data and to ensure sufficient metadata is provided), verify or endorse the Work and makes no warranty or representation as to its accuracy, completeness, quality or fitness for any purpose; and
- v. you acknowledge that the University and any third-party provider engaged by or on behalf of the University may process personal data in connection with the operation of the Research Data Repository in accordance with their respective privacy notices, as updated from time to time.

1.2 You warrant that:

- a. the Work does not contain any defamatory material or false or misleading research results, and neither the Work nor its use in accordance with this Agreement will violate or infringe any copyright, trade mark, patent, or other rights whatsoever of any third party or breach any obligation of confidentiality; and that where the Work contains third party copyright material or confidential information, you have obtained all necessary permissions, consent and licences from the relevant rights-holder or their authorised representative to include such material in the Work and permit its use in accordance with this Agreement, or you are satisfied that such inclusion and use is otherwise permitted by law. You further warrant that any third-party material for which the necessary permissions have not been obtained has been removed from the Work prior to deposit. You accept full responsibility for any breach of copyright, confidentiality, legal or ethical obligations arising from distributing the Work (in whole or in part);
- b. the content of the Work does not breach any law and that any concerns over the suitability of the Work for sharing, for this, or any of the above reasons has been discussed with Research Data Repository administrators or colleagues in the Research Governance and Policy Unit ahead of deposit;

- c. if there is any Restriction on Access by the general public to storage and/or arrangement of the Work then, in addition to your obligations under paragraphs 1.0 (f) and (g) above, you will notify us of the nature of this Restriction when depositing the Work in the Research Data Repository in accordance with stated instructions.

1.3 You shall neither upload to the Research Data Repository, nor post a link on the Research Data Repository to, any of the following types of material:

- a. abusive, offensive, obscene or pornographic material;
- b. a false and defamatory statement about any person and/or organisation;
- c. material which is criminally discriminatory, harassing, derogatory or may cause embarrassment to the University, Research Data Repository or any third party who from time to time has responsibility for it;
- d. confidential or commercially sensitive information that you do not have express authority to disseminate;
- e. any other statement which is likely to create any liability (whether criminal or civil, and whether for the University, the Research Data Repository or any third party operating or hosting the Research Data Repository from time to time);
- f. chain mail or junk mail;
- g. material in breach of copyright or any other intellectual property rights, or which invades the privacy of any person; or
- h. material which facilitates criminal activity, or which is in breach of any laws which are from time to time applicable to the Research Data Repository or any Work, and the rules, regulations and orders, etc issued thereunder.

1.4 You shall not:

- a. interfere with, or attempt to interfere with, the proper operation of the Research Data Repository or attempt to gain, or encourage others to gain, unauthorised access to the Research Data Repository;
- b. sell, lease, license, assign, transfer, distribute or otherwise charge or encumber or commercially exploit the Research Data Repository or any part thereof, save as expressly permitted by this Agreement;
- c. misuse the Research Data Repository (including by hacking or by knowingly or negligently introducing viruses (which, for these purposes, include any thing or device (including any software, code, file or programme) which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware, network, telecommunications service, equipment or any other thing, service or device); or
- d. use the Research Data Repository in breach of all or any laws which are from time to time applicable to it or the Work, and the rules, regulations and orders, etc issued thereunder.

1.5 You shall keep the access details which are issued to you secure and confidential and shall take all reasonable precautions to prevent unauthorised or fraudulent use of them and shall not disclose them to, or share them with, any third party without prior authorisation from the issuer of such access details.

2.0 Permissions Granted to the University

- 2.1 The University (acting through the Research Data Repository) shall own copyright (or shall obtain the appropriate third party licence) in respect of any additional user guides, documentation or software created to assist users in using the Work, created by University staff or on behalf of the University. The University shall also have the right to:
- a. incorporate Published Metadata or Documentation into public access catalogues for the Work, including the University of Salford Institutional Repository (USIR), to enable discovery of the Work. This will include Metadata on any Access Restrictions notified in accordance with section 1.2 (c) above. A Metadata citation to the Work will always remain visible;
 - b. distribute or otherwise make available copies of the Work (including the Metadata) worldwide, in electronic format or via any other medium for the purpose of free Access without charge (except that the University may charge for the costs of any physical media on which the Work is provided); and
 - c. translate or re-format the Work as it sees fit.

The rights at 2.1 (a) to 2.1 (c) above are subject to any Restrictions which continue to have effect after publication of the Work which the Depositor expressly notified to the Research Data Repository at the time of deposit.

- 2.2 Additionally, the University reserves the right to:

- a. add the Work to the Research Data Repository for the lifetime of the repository or until the end of the applicable retention period;
- b. remove the Work as outlined in the University's Repositories Notice and Take-down Policy or where required for operational, legal, ethical or security reasons, including where required by any third-party provider engaged by or on behalf of the University;
- c. retain a perpetual copy of the Work in the Research Data Repository unless reasons for the removal are covered by a retention schedule or the University's Repositories Notice and Take-down Policy;
- d. create any additional user guides, documentation or software to assist users in using the Work, created by University staff or on behalf of the University;
- e. create persistent identifiers (such as Digital Object Identifiers (DOIs)) to provide a persistent link to the Work in the Research Data Repository or any other data catalogue or resource;
- f. electronically store, convert files, migrate, re-arrange, or copy the Work to ensure preservation and accessibility unless and until notified by the Depositor that specific Restrictions apply; and
- g. at any time, migrate the Work or sub-license all the contents of the Work to a repository other than the Research Data Repository, which (for the avoidance of doubt) may be controlled by a person other than the University (subject-based, institutional or other) on condition that all Metadata are migrated with the Work and that the new repository shall continue to grant Access to the Work on the same terms as set out in this Agreement without charge (except that the University may charge for the costs of any physical media on which the Work is provided).

2.3 Responsibilities of the University

You acknowledge that:

- a. while reasonable care will be taken to preserve the physical integrity of the Work, the University shall incur no liability in respect of the Work, its contents or omissions, or any use of or reliance upon the Work, or for any loss of or damage to the Work or associated documentation and data. The University excludes, to the fullest extent permitted by law, all liability whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, except in respect of death or personal injury caused by its negligence;
- b. the Research Data Repository will clearly identify the name(s) of the creator(s) or rights-holder(s) of the Work as specified in the Metadata, and the University will not, other than with the express consent of the Depositor (or if they have left the University another person nominated to fulfil such role), make any alteration, other than as permitted by this licence, to the Work;
- c. where persistent identifiers have been created for a Work in the Research Data Repository, these will be maintained in perpetuity, or until such point as they are fully transferred to another repository;
- d. the University shall be under no 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 but shall be permitted to take down and or remove from any Work or from Access any material that is subject to a claim by any third party that its incorporation within the Work infringes intellectual property or otherwise constitutes breach in line with section 2.2 (b) above; and
- e. the University shall be under no obligation to reproduce, transmit, or display the Work in the same format or software as that in which it was originally created; and
- f. the University may suspend or withdraw access to, or remove, the Work from the Research Data Repository in accordance with applicable policies, legal or regulatory requirements, or where required by any third-party provider engaged by or on behalf of the University. Any warranty or other obligation under this Agreement intended to apply after removal of the Work shall continue in force notwithstanding such removal.

3.0 Licensing options

The Research Data Repository offers the following licensing options which the Depositor must select at the point of deposit (the selected licence shall apply to the Work unless otherwise agreed by the University):

- a. **Creative Commons Attribution 4.0 International (CC BY 4.0):** allows others to share, adapt and build upon the Work for any purpose, including commercially, provided appropriate credit is given;
- b. **Creative Commons CC0 1.0 Universal:** waives all rights, placing the data in the public domain for unrestricted use without attribution;
- c. **Creative Commons Attribution Non-Commercial (BY-NC):** permits reuse and adaptation for non-commercial purposes only, with required attribution;
- d. **Creative Commons Attribution No Derivatives (BY-ND):** allows redistribution with attribution, but no modifications or adaptations;

- e. **Creative Commons Attribution Non-Commercial No Derivatives (BY-NC-ND):** allows sharing with attribution, but no modifications or adaptations;
- f. **National Archives Open Government License (OGL):** enables use and reuse of public sector information with attribution, for both commercial and non-commercial purposes. Governed by the UK National Archives;
- g. **MIT License:** a permissive open-source licence allowing reuse, modifications, and distribution with attribution. No restrictions on use;
- h. **GNU General Public License (GPLv3):** requires that any derivative works also be distributed under the GPL. Ensures freedom to use, modify, and share, but enforces copyleft;
- i. **Apache License 2.0:** permits use, modification and distribution, including in proprietary software, with attribution and inclusion of the licence text. Includes patent protection clauses.

4.0 Disclaimer

By depositing the Work in the Research Data Repository you acknowledge that the University accepts no responsibility for any mistakes, omissions or infringements of law or third party rights contained in the Work. While the University shall take reasonable care to preserve the physical integrity of the Work, the University shall not be liable for any loss of or damage to the Work or associated data while stored in the Research Data Repository or any successor repository to which the Work may subsequently be migrated.

5.0 Definitions

Access	means making the Work available with or without Restriction, either online or by other means.
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).
Dataset	means the set of files comprising the Work including Research Data, Metadata (including Published Metadata) and Documentation, in any digital format.
Depositor	means the person who is the most senior University researcher associated with the Project to which the deposited Work relates or their nominated and authorised representative, who has taken responsibility and is authorised to submitting the Work to the Research Data Repository.
Documentation	means any digital files forming part of the Work which describe or explain the Research Data's production, structure, content or use, including (without limitation) codebooks, technical reports or methodology.
Metadata	means any descriptive or contextual information that is

	associated with the Work, Dataset, or other research outputs and data which assists in their identification, discovery location, retrieval, interpretation or management of access.
Preserve	means the care and management of the Work over a defined period of time to ensure its ongoing availability, including associated actions taken at review points and at the point of disposal, and Preservation shall be construed accordingly.
Project	means any funded or unfunded programme of research led by an academic member of staff or a postgraduate research student of the University.
Published Metadata	means the subset of Metadata made publicly available through the Research Data Repository.
Research Data	means quantitative information or qualitative statements collected by researchers in the course of their work by experimentation, observation, interview or other methods. Data may be raw or primary (e.g. direct from measurement or collection) or derived from primary data for subsequent analysis or interpretation (e.g. cleaned up or as an extract from a larger data set). The purpose of open research data is to provide the information necessary to support or validate a research project's observations, findings or outputs. Data may include, without limitation, statistics, collections of digital images, sound recordings, transcripts of interviews, survey data and fieldwork observations with appropriate annotations.
Research Data Repository	means the University of Salford Research Data Repository provided by Figshare (Salford Figshare) and any other system used by or on behalf of the University to catalogue, manage, preserve or share the Work (whether operated by the University or a third party).
Restriction	means a limitation on Access to the whole or any part of the Work so that it is not freely and openly downloadable. (Where any part of the Work is subject to Restrictions, information regarding access arrangements must be notified to the Research Data Repository under section 1.1 (g) above).
Work	means any research outputs deposited by a Depositor in the Research Data Repository, including but not limited to Datasets, Documentation, reports, preprints, presentations, abstracts, images, videos and other scholarly materials, in any digital format.

6.0 Related Legislation

Data Protection Legislation (defined above)

Human Rights Act 1998

Copyright, Designs & Patents Act 1988

7.0 Related Policies

[Intellectual Property Policy](#)

[Research Publications \(Open Access\) Policy](#)

[Research Data Management Policy](#)

[Academic Regulations](#) and [Code of Practice for the Conduct of Postgraduate Research](#)

[USIR Deposit Agreement](#)

[Repositories Notice and Take-down Policy](#)