



Learning and Information
Services

LJMU Research Archive Deposit Agreement

Before depositing for the first time, all depositors (whether academic staff, administrator or other party) are required to read, complete, sign and return one copy of this agreement to the administrator. A person acting on behalf of the author may make the agreement.

Why is a deposit agreement required?

LJMU Research Archive supports the long-term preservation and free access to research documents produced by members of LJMU. To undertake this role, LIS staff needs 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 LIS staff the rights to do this and to confirm that the depositor has the right to submit the material to the archive. The agreement is non-exclusive and the depositor does not give away any of their rights to LJMU Research Archive.

Your right to publish your work(s)

Rights granted to LJMU Research Archive through this agreement are non-exclusive. You are free to publish the work(s) in its/their present or future version(s) elsewhere and no ownership is assumed by the Research Archive when storing the research material.

Depositor's agreement

By agreeing to this licence, you (the author(s), copyright owner or assignee) grant a non-exclusive licence to LJMU on behalf of LIS that warrants:

1. You are the owner of the copyright of the whole work(s) (including content and layout) or are duly authorised by the owner(s) or other holder(s) of these rights and have the authority to make this agreement and give LJMU Research Archive the right to publish the work(s) in its archive.
2. The work(s) is/are original and does not, to the best of your knowledge, infringe the copyright or rights of any other person or party, nor does it/do they contain libellous or defamatory material.
3. That if the work(s) has/have been commissioned, sponsored or supported by any organization you represent, you have fulfilled any obligations required by such contract or agreement.

Research Archive's Rights and Responsibilities

LJMU Research Archive:

1. May make copies of the work(s) (including the abstract(s)) available worldwide in electronic format via any medium for the lifetime of the archive, or as negotiated with the archive administrator, for the purpose of free access without charge.
2. May electronically store, translate, copy or re-arrange the work(s) to ensure its/their future preservation and accessibility within the lifetime of the archive, that is, to ensure it can be read by computer systems in the future unless notified by the depositor that specific restrictions apply. It shall not be under any obligation to reproduce, transmit, broadcast or display the work(s) in the same format or software as that in which it was/they were originally created.
3. May incorporate metadata or documentation into public access catalogues for the work(s). A citation/Citations to the work(s) will always remain visible in the archive during its lifetime.
4. Shall retain the right to remove the work(s) for professional or administrative reasons, or if it is found to violate the legal rights of any person. A metadata record(s) indicating the work(s) was/were stored in the archive will remain visible in perpetuity.
5. Shall not be under any obligation to take legal action on behalf of the depositor or other rights holders in the event of breach of intellectual property rights or any other right in the material deposited.

Software

1. Copyright in any additional data, software, user guides and documentation to assist users in using the work(s) shall belong to LJMU Research Archive on behalf of LIS and any other parties that LJMU Research Archive may choose to enter into an agreement with to produce such materials.
2. Whilst every care will be taken to preserve the work(s), LJMU Research Archive is not liable for loss or damage to the work(s) or associated data whilst it is stored in the archive.

Definition and Terms

In this agreement:

1. "Agreement" means this document including all of its terms and conditions
2. "Work(s)" means the research item(s) being deposited including abstract, text, images, audiovisual files and related data and stored in electronic format.