

# Deposit Agreement

PLEASE READ THIS DEPOSIT AGREEMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION THAT MAY APPLY TO YOU AND/OR YOUR WORK(S).

For the purposes of this Deposit Agreement, the expression “Work(s)” shall mean the research document(s) being deposited including abstract, text, images and related data and stored in an electronic format. This Deposit Agreement applies to all Work(s) submitted to the open access institutional repository (the “Repository”) of the James Hardiman Library at National University of Ireland, Galway (the “University”). By submitting your Work(s) to the Repository, you accept and agree to all of the provisions of this Deposit Agreement.

## 1. SCOPE OF THIS DEPOSIT AGREEMENT

The rights granted to the University under this Deposit Agreement are non-exclusive. Nothing in this Deposit Agreement shall prevent you from publishing your Work(s) in its/their present or future version(s) elsewhere and, unless an agreement exists to the contrary, no ownership is assumed by the University when storing such Work(s).

## 2. GRANT OF LICENCE

2.1 By depositing your Work(s) to the Repository, you (the “Depositor”) hereby grant to the University a non-exclusive royalty-free worldwide perpetual licence under the Work(s) to:

- (a) publish, display and make copies of the Work(s) openly and freely available in electronic format via any medium;
- (b) store, translate, copy, migrate, re-format or re-arrange the Work(s) to ensure its/their future preservation within the lifetime of the Repository and to ensure that the Work(s) can continue to be made freely available (e.g., in the event of technology changes or the obsolescence of file formats); and/or
- (c) incorporate metadata or documentation into public access catalogues for the Work(s). Citations to the Work(s) will remain visible in the Repository during its lifetime.

For the purposes of clause 2(a) above, the Work(s) shall be made available for non-commercial purposes only and subject to the terms of the [Creative Commons Attribution-Non-Commercial-ShareAlike 3.0 Unported licence](#), as may be amended from time to time.

- 2.2 Except for the rights and licences expressly granted herein, no other licences are granted by implication, estoppel or otherwise.

### **3. ADDITIONAL RIGHTS AND RESPONSIBILITIES OF THE UNIVERSITY**

#### 3.1 The University:

- (a) reserves the right to remove the Work(s) from the Repository at any time;
- (b) 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 and/or deposited;
- (c) 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 Work(s); and
- (d) may share, whether internally or with third parties, usage statistics giving details of numbers of downloads and other statistics.

- 3.2 While every care will be taken to preserve the Work(s), the University shall not be liable for loss or damage to the Work(s) or associated data while it is stored within the Repository.

### **4. DEPOSITOR DECLARATION**

The Depositor hereby declares and warrants to the University that:

- (a) it is the owner of the copyright in the whole Work(s) (including content and layout) or is duly authorised by the owner(s), or other holder(s) of these rights;
- (b) it has all necessary authority to enter into this Deposit Agreement and to grant the rights and licences clearly contemplated by this Deposit Agreement;
- (c) the Work(s) is/are original and does not, to the best of the Depositor's knowledge, information and belief, infringe the copyright or other rights of any other person or party, nor does it/do they contain libellous or defamatory material; and
- (d) neither the execution and delivery of this Deposit Agreement nor the performance by the Depositor of any of its obligations hereunder, nor the consummation of any of the transactions contemplated hereby will to the best of the Depositor's knowledge,

information and belief, violate or conflict with any agreement to which the Depositor is a party or may otherwise be bound.

**5. GENERAL**

- 5.1 Any questions in relation to this Deposit Agreement should be directed to Fergus Fahey at [fergus.fahey@nuigalway.ie](mailto:fergus.fahey@nuigalway.ie).
- 5.2 This Deposit Agreement shall be governed by the laws of Ireland.