

UAL RESEARCH ONLINE - DEPOSIT AGREEMENT

BACKGROUND

- (A) The Licensee operates a digital repository for the preservation of certain research and other academic materials;
- (B) The Licensor wishes to deposit certain material in this digital repository, on the terms set out below.

AGREED TERMS

1 DEFINITIONS

1.1 In this Agreement:

'Agreement' means this deposit agreement including the attached schedule (if any);

'Digital Representations' means the digital reproductions/representations of the Work to be deposited in the IR;

'IR' means the Licensee's digital repository currently known as UAL Research Online;

'Licensor' means the individual signing this Agreement who wishes the Digital Representations to be deposited in the IR;

'Licensee' means the University of the Arts London, of 65 Davies Street, London, W1K 5DA;

'Work' means the work and materials set out in the schedule (including abstract, text, layout, images and related data) from which the Digital Representations have been, or are to be, created.

2 PERMISSION GRANTED

2.1 If the Licensor is not supplying the Digital Representations to the Licensee, the Licensor hereby permits (to the extent the Licensee needs such permission) the Licensee to create Digital Representations from the Work.

2.2 The Licensor hereby grants to the Licensee (to the extent the Licensee needs such a licence) a free, **non-exclusive**, worldwide licence to:

2.2.1 transmit, broadcast, display and distribute the Digital Representations in electronic format via any medium for academic non-commercial purposes; and

2.2.2 electronically reproduce, store, archive, process, translate and/or re-arrange the Digital Representations to ensure their future preservation and accessibility in a variety of formats and media.

2.2 The licence granted in paragraph 2.2 above shall last for the duration of any copyright in the Work and the Digital Representations, unless the Licensee is notified otherwise by the Licensor in writing at the time of deposit or unless the Licensor subsequently asks the Licensee in writing to remove the Digital Representations from the IR. In the event of any removal of the Digital Representations from the IR, a descriptive record indicating that the Digital Representations were previously stored in the IR will remain visible in perpetuity.

3 RIGHTS AND RESPONSIBILITIES

3.1 The Licensor warrants that:

3.1.1 (where the Licensee is not the copyright owner of the Digital Representations and the Work) the Licensor is either the owner of the copyright and other intellectual property rights in the whole of the Digital Representations and the Work, or is duly authorised by the owner(s) or other holder(s) of these rights to grant the Licensee the licence set out in paragraph 2.1 above; and

3.1.2 to the best of the Licensor's knowledge and belief, the Digital Representations (and the Licensee's use of them and of the Work in accordance with this Agreement) do not and shall not infringe the rights (including rights of privacy, confidentiality and intellectual property) of any third party anywhere in the world, and do not contain material of a defamatory or libellous nature.

3.2 Whilst the Licensee will take all reasonable care to preserve the Digital Representations, the Licensee shall not be liable in the event of any loss or damage to the Digital Representations (or copies of them), whilst they are stored in the IR or otherwise in the possession of, or under the control of, the Licensee. If the Licensor is making the Work available to the Licensee for the creation of the Digital Representations, the Licensee shall similarly not be liable in the event of any loss or damage to the Work whilst it is in the possession of, or under the control of, the Licensee.

3.3 The Licensee retains the right to remove the Digital Representations from the IR for professional or administrative reasons, or if the Licensee believes that the Digital Representations (or any part of them) may infringe the intellectual property or other rights of any third party, or may be defamatory or libellous, or may not otherwise comply with any applicable legal, statutory or regulatory requirements.

3.4 The Licensee shall not be under any obligation to take legal action on the Licensor's behalf or on behalf of other rights holders/owners in the event of any breach of intellectual property or other rights in the Digital Representations or the Work.

3.5 The Licensee shall use its reasonable endeavours to include an appropriate credit to the author(s) of the Work, where sufficient information to enable the Licensee easily to do so is provided by the Licensor to the Licensee at the time of deposit.

4 GOVERNING LAW

4.1 This Agreement shall be governed by and construed in accordance with English law and subject to the non-exclusive jurisdiction of the English courts.

The Licensor confirms that the Licensor has read and understood this Agreement, and agrees to be bound by the above terms.

Signed _____ Date _____

Please Print Name _____
(**BLOCK CAPITALS**)