

Deposit Agreement

Definitions and Terms in this agreement

Submitter - The author(s)/creator(s) and contributor(s) of work(s) submitting to the University of Malta (UM) Institutional Repository - OAR@UM.

Work(s) - Theses/Dissertations, scholarly journal articles (pre prints & post prints), conference proceedings, books, book chapters, data sets, audio visual (recordings & videos), ephemera, research posters & images, exhibitions, maps, music score, out of copyright material & grey literature, presentations, software, reports, other.

The Library - UM Library including its branches and staff who support the teaching, learning and research activities.

Institutional Repository - OAR@UM which is a centralised digital collection of the intellectual output created by faculty, research/technical/administrative staff and students of the UM.

Terms and Conditions

1. Submitter's Declaration

I hereby grant to the University of Malta Institutional Repository - OAR@UM, a copy of my work on the terms outlined below.

I guarantee that:

- 1.1 I am the author/creator of all or part of the whole work(s) - including content and layout and I have obtained copyright permission for those parts where I am not the author.
- 1.2 The work(s) is/are not in any way a violation or infringement of copyright, trademark, patent, or other rights whatsoever of any person.
- 1.3 If the work(s) has/have been commissioned, sponsored or supported by any organisation, I guarantee that I have fulfilled all obligations pertaining to sponsors, publishers, collaborators, etc.
- 1.4 OAR@UM shall not be held responsible against any third party claims including but not limited to alleged intellectual property infringement and I shall fully indemnify OAR@UM against any such claims.

2. OAR@UM Rights and Responsibilities

- 2.1 May distribute copies of the work(s) worldwide, in electronic format via any medium for the lifetime of the Repository for the purpose of Open Access.
- 2.2 May electronically store, convert or copy the work(s) to ensure their future preservation and accessibility, security and back-up.
- 2.3 May incorporate metadata or documentation into public access catalogues for the work(s).
- 2.4 Shall retain the right to remove the work(s) for legal or administrative reasons, or if they are found to violate the legal rights of any person.
- 2.5 Shall not be under obligation to take legal action on behalf of the submitter or other rights holders in the event of infringement of intellectual property rights or any other rights in the material deposited.
- 2.6 Shall not be under obligation to reproduce, transmit or to display the work(s) in the same format or software as that in which it was originally created.

3. Software

- 3.1 Copyright of additional data, software, user guides and documentation to assist end users in using OAR@UM shall belong to the UM.

- 3.2 While every care will be taken to preserve the work(s) deposited in OAR@UM, the Library shall incur no liability, either expressed or implicit, for the work or loss of or damage to any of the work(s) or associated data.

The Agreement

By depositing or authorising the deposit of your scholarly work(s) and any future items, you are agreeing to the above Terms and Conditions.

You certify that:

- *You are the author/creator of the work(s), and that you have consulted any joint authors/creators of the work(s), where they exist, of your intention to deposit the work(s) in OAR@UM.*
- *The work(s) is original and to the best of your knowledge does not infringe the intellectual property rights, including copyright of any third party.*
- *The third party material in the work(s) is identified and acknowledged and that permissions have been secured for the third party copyright material to be reproduced and made available on corresponding licence terms in OAR@UM.*
- *The grant of rights in this Agreement does not constitute a breach of any other agreement, publishing or otherwise, including any confidentiality or publication restriction or collaboration agreements governing your research or work or that of those who have authorised you to grant rights given in this Agreement on their behalf at the University of Malta or elsewhere.*
- *You have checked the publisher copyright permissions to ensure that your work(s) can be placed in OAR@UM.*

The Library agrees to:

- *Clearly identify your name(s) as the author(s)/creator(s) of the submission and will not make any alterations other than as allowed by this license to your submission. You will retain rights to all submission.*
- *Add the work(s) in OAR@UM and place them in the appropriate level i.e. either in Open Access, Restricted Access, embargo level or in Closed Access.*
- *Convert formats as necessary to ensure that they can be read by computer systems in the future.*

Name of Submitter(s) _____

Email _____

Office Number/Mobile Number _____

Faculty/Institute/Centre/School _____

Date _____

*The person(s) submitting this form agree(s) that the **digital signature** of the submitter(s) included in this form is intended to authenticate this form and to have the same force and effect as the use of manual signature.*