**Deposit licence**

Full Deposit Licence - University of Auckland Research Repository, ResearchSpace

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THIS LICENCE is BETWEEN: THE UNIVERSITY OF AUCKLAND (the "University") AND: The Author ("Depositor")

**INTRODUCTION**

* A. The Depositor is the owner [or co-owner] of copyright in the material that is being deposited into the University of Auckland Research Repository, ResearchSpace, (the "Repository") or has been authorised by the owner/s of copyright to deposit the material into the Repository and to make it available under this Licence.
* B. The Depositor is the author [or co-author] of the material being deposited into the Repository and as such has moral rights in the material.
* C. The University agrees to store the material in the Repository and to make it available for access and viewing in the Repository by other persons on the terms set out in this Licence.
* D. By entering into this Licence and depositing the material into the Repository, the Depositor does not thereby assign copyright in the material and does not consent to any acts or omissions that would otherwise infringe their moral rights, except to the extent indicated in this Licence.
* E. The owner of copyright in the material reserves the right to make the material available in other locations and media.

**1. Interpretation**

1. End-User means a person accessing the Work made available by the University in the Repository.
2. Work means the material provided by the Depositor to the University for inclusion in the Repository, including text, metadata, and any additional data and which is subject to the terms of this Licence.
3. Licence means this University Deposit Licence.
4. End-User Agreement means the licence granted by the Depositor under Clause 11.1 and 5.1.1.2 of this Licence.

**2. Term of Licence**

1. This Licence commences on the deposit of the Work in the Repository and continues for the duration of copyright in the Work or until terminated in accordance with the terms of this Licence.

**3. Depositor's Declaration**

1. The Depositor declares that the Depositor:
   1. is the owner of copyright in the Work; or
   2. has the written permission of the owner/s of copyright to grant to the University and End-Users the rights granted by this Licence; and
2. The Depositor declares that the Depositor has moral rights in the Work and asserts the Depositor's right to be identified.

**4. Depositor's Representations and Warranties**

1. The Depositor represents and warrants that:
   1. the Work is the Depositor's original work, and does not, to the best of the Depositor's knowledge, infringe someone else's copyright or moral rights; or
   2. if the Work contains material for which the Depositor does not own the copyright, the Depositor has:
      1. obtained all necessary permissions from the copyright owner/s to:
         1. include the material in the Work;
         2. provide the Work to the University;
         3. grant to the University and End-Users the rights given under this Licence; and
         4. if unpublished, included a copy of written permissions
      2. clearly identified and fully attributed all copyright materials owned by another person within the text or content of the Work.
2. The Depositor warrants that:
   1. if the Work does not contain any confidential, defamatory, offensive or other unlawful matter and makes no improper invasion of the privacy of any person.
   2. if the Work contains confidential material, I have made arrangements to have the Work or parts of the Work embargoed until such time as the material is no longer confidential.
3. The Depositor warrants that neither the execution of this Licence nor the performance by the Depositor of its obligations under this Licence will cause the Depositor to be in breach of any agreement to which the Depositor is a party or is subject.
4. If the Work is based upon work that has been sponsored or funded by an agency or organisation other than the University, the Depositor represents that the Depositor has fulfilled any right of review or other obligation required of the Depositor under the contract or agreement with that agency or organisation.

**5. Grant of Rights by Depositor to University**

1. Copyright: In consideration of the University storing and making the Work available through the Repository, the Depositor grants to the University the non-exclusive right to reproduce, adapt, publish, communicate and distribute the Work for the purpose of:
   1. making the Work available in the Repository for End-Users to:
      1. access and view the Work; and
      2. make such additional uses of the Work as permitted under the terms of the End-User Agreement;
   2. modifying the Work as required for the technical operation or organisation of the Repository; and
   3. making and keeping copies of the Work for use by the University:
      1. for security, back-up and preservation; and
      2. in accordance with the University's Intellectual Property Created by Staff and Students Policy.
2. Moral Rights: The Depositor consents to any act or omission by the University in relation to the Work which would otherwise infringe the Depositor's moral rights in the Work provided the act or omission is required for, and directly related to, the operation or organisation of the Repository.

**6. Depositor's Rights**

1. The Depositor reserves the right to use the Work and future versions of it in other ways, locations and media.
2. The Depositor may, from time to time, provide the University with updated versions of the Work (other than a thesis) and the University shall:
   1. include the updated version in the Repository, subject to receiving the representations and warranties set out in Clause 4 from the Depositor; and,
   2. upon request by the Depositor delete earlier version/s as specified
3. To avoid doubt, the parties acknowledge that by entering into this Licence and depositing the Work into the Repository, the Depositor does not:
   1. assign copyright in the Work, in whole or in part, to the University; or
   2. subject to Clause 5.2, consent to any act or omission in relation to the Work which would otherwise infringe their moral rights.

**7. University's Warranties and Obligations**

1. The University undertakes that it will not alter or deal with the Work except as permitted by this Licence.
2. The University agrees to clearly identify -
   1. the title of the Work;
   2. the author(s) of the Work; and
   3. where the Work has been published, citation details of the published version, in accordance with the details of the Work provided to the University by the Depositor.

**8. University's Limitation of Liability**

1. The University is not responsible for any mistakes, omissions, or legal infringements within the Work nor is it obliged to take or defend a legal action on the Depositor's behalf in respect of the Work.
2. The Depositor agrees that if the University identifies the Work in the manner described in Clause 7.2, the University will be considered to have attributed the authorship of the author/s of the Work, in satisfaction of the author/s' moral right of attribution.

**9. Assignment of Depositor's Rights to a Third Party**

1. The Depositor may assign all or any of the Depositor's rights in the Work under this Licence , subject to Clause 9.2.
2. The Depositor agrees that in the event of assigning copyright in the Work to a third party, the Depositor shall use its best endeavours to secure from the third party assignee all necessary rights to enable the Depositor to continue the operation of this Licence on the basis of:
   1. the Depositor being a licensee of the copyright owner in the Work; and
   2. the operation of this Licence continuing unaltered.

**10. Termination**

1. The University may at any time immediately and without notice terminate this Licence upon the occurrence of any of the following events:
   1. where there is reasonable evidence that the Work contains or describes research that has been falsified or produced as a result of fraudulent or deceptive actions by any person;
   2. where there is reasonable evidence that the Work is not the Depositor's own work;
   3. where the Work infringes the legal rights of any third party;
   4. where the Work contains defamatory, offensive, confidential or sensitive information that necessitates removal of the Work from the Repository; or
   5. where there is reasonable evidence that the Depositor is not the owner of copyright or does not have the permission of the owner/s of copyright or moral rights in the Work to deposit it into the Repository under this Licence.
2. The University shall, upon demand being made by the Depositor, remove the Work from the Repository within 5 working days.
3. The University will remove the Work from the Repository within 5 working days of termination of this Licence, however the metadata describing the Work will be retained and a copy of the Work will be archived by the University but will not be publicly accessible.

**11. End-User Agreement**

1. The Depositor authorises the University to communicate and make the Work available for access by End-Users:
   1. for viewing in the Repository; and
   2. if copyright has already been transferred to a publisher, in accordance with the publisher's copyright conditions the terms of which shall be publicly viewable.
2. The University will take all reasonable steps to ensure that the terms of this Licence are brought to the attention of End-Users accessing the Work in the Repository.
3. To avoid doubt, this Licence does not extinguish any rights available to End-Users under the *Copyright Act 1994*, including but not limited to fair dealing for criticism, review, news reporting, private study and research.

**12. Governing Law**

This Licence is governed by the law of New Zealand. The Depositor submits to the exclusive jurisdiction of New Zealand courts.