# Manchester Metropolitan University Institutional Repository Deposit Notice

## Why is this non-exclusive deposit notice required?

Manchester Metropolitan University supports the long-term preservation of, and free and open access to, research outputs produced by its researchers (wherever possible). It does this through its institutional repository, e-space, which is linked to the Current Research Information System (Symplectic Elements). To undertake this work, which will also ensure you are complying with funder requirements and contributing to the university's open research agenda, library staff need permission to store, copy and manipulate the material (including the metadata and file uploaded) in order to ensure that it can be preserved and made available in the future.

This deposit notice is designed to give library staff the right to do this, and to confirm that you, the depositor, have the right to submit the material to the repository. This notice is non-exclusive, and therefore does not prevent you exercising any rights you might have to publish the material, in its present or future versions, elsewhere. By agreeing, you will be granting a non-exclusive licence to Manchester Metropolitan University (via e-space or its successors) in respect of the particular material you wish to deposit now, subject to and in accordance with the terms and conditions set out below.

# 1. Covered work

1.1. I, the depositor (or my representative), would like to deposit my work in the Manchester Metropolitan University's institutional repository (e-space or its successors).

1.2. The term 'work' used in this deposit licence agreement means the research outputs which I choose to deposit in e-space (or its successors), including (but not limited to) abstract, text, images, audio, video, and related data.

# 2. Depositor declaration

2.1. I am the sole author of, and sole owner of, the copyright in the whole work (including content and layout), or am duly authorised by the author(s) and owner(s) (including any co-authors and co-owners) to make this deposit;

2.2. The work is not and shall be in no way a violation or infringement of any copyright, trademark, patent, or other rights whatsoever of any third party, nor does it contain defamatory material or false/misleading research results;

2.3. If the work has been commissioned, sponsored, or supported by an organisation, I have fulfilled all the obligations required by such contract(s) or agreement(s);

2.4. For journal articles and conference papers submitted after 6<sup>th</sup> March 2024, I deposit my author accepted manuscript (AAM) with a CC-BY licence to meet Manchester Metropolitan University's open access requirements under the terms of the <u>research publications policy</u>. I confirm additionally that (where possible) my AAM contains a rights retention statement, so the publisher of the material is aware of my exercising of my rights as the author of the work. I acknowledge that if I wish for my work to not fall under this clause, I must not complete this deposit until library staff have received and processed my <u>opt-out form</u> from the research publications policy.

2.5 For journal articles and conference papers submitted before 6<sup>th</sup> March 2024, and all other outputs, I deposit my work in line with any existing publisher policies on self-archiving of research works and in line with copyright law in the UK.

## 3. Rights granted to the University

Manchester Metropolitan University (via e-space or its successors) may:

3.1. Distribute copies of the work (including the abstract) worldwide, in electronic format via any medium in perpetuity for the purpose of free open access without charge;

3.2. Electronically store, migrate, or copy the work to ensure its future preservation and accessibility, unless and until notified by the depositor or their representative that specific restrictions apply;

3.3. Incorporate metadata (description data about the item) or documentation into public access catalogues for the work. A metadata citation to the work will always remain visible.

The above rights are subject to any restriction agreed with a third party which still exists on publication of the work and which I have expressly notified to e-space (or its successors) at the time of deposit.

Additionally, the university shall:

3.4. Have the right to remove the work from e-space (or its successors) for professional or administrative reasons (such as under the terms of our <u>take down procedure</u>), or if it is found to violate the copyright or any other legal rights of a third party. A metadata citation to the work may remain at the discretion of the relevant Research Centre Head or Head of Faculty;

3.5. 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;

3.6. Not be under any obligation to reproduce, transmit, broadcast, or display the work in the same format or software as that in which it was originally created.

# 4. Other provision

4.1. While every care will be taken to preserve the physical integrity of the work, Manchester Metropolitan University shall incur no liability, either expressed or implicit, for the work or for the loss of or damage to any of the work or associated data.