

Research data deposit licence

Bath Spa University supports the long-term preservation of, and free access to, research data produced by its academic employees and PhD students. It does this through its institutional research data repository "BathSPAdata". The repository is operated in accordance with the University Research Data Policy (see goo.gl/3zDyxv).

To undertake this role, the University needs permission to store, copy and manipulate the research data in order to ensure that it can be preserved and made available in the future. Information about your material (metadata) may also be shared with other University systems for the purposes of research management.

This deposit licence agreement is designed to give Bath Spa University and the repository the right to make your data publicly available, and to confirm that you, the depositor, have the right to submit the data to the repository and that the data is ethically and legally compliant.

By agreeing to this deposit licence, you will be granting permission to Bath Spa University (acting through the repository) in respect of the particular data you wish to publish, subject to and in accordance with the terms and conditions set out below. The Licence is non-exclusive, and therefore does not prevent you exercising any rights you might have to publish the data, in its present or future versions, elsewhere.

1. Covered Work

1.1. I, the Depositor, agree to make my Data publicly available via Bath Spa University's Institutional Data Repository.

1.2. The term "Data" used in this deposit licence agreement means the particular item(s) or material(s) which I chose to deposit in BathSPAdata, including data files, abstract, text, images, audio, and video material.

2. Depositor's Declaration

I grant a non-exclusive licence to Bath Spa University ("the University") to present the Data on the repository, and I warrant that:

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

2.2. The Data 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 or misleading research results;

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

2.4 The Data has been compiled in accordance with the relevant ethical approval processes of Bath Spa University and complies with the Data Management Plan prepared for the research project from which the Data originates;

2.5 The Data is compliant with applicable UK data protection law regarding personal information and the rights of data subjects

3. Rights Granted to the University

The University (acting through the repository) may:

3.1. distribute copies of the Data (including the abstract) worldwide, in electronic format via any medium in perpetuity for the purpose of open access without charge (except for associated media costs);

3.2. electronically store, migrate, or copy the Data to ensure its future preservation and accessibility, unless and until notified by the Depositor that specific restrictions apply;

3.3. incorporate metadata (descriptive information about the Data) or documentation into public access catalogues and the University's research management systems.

The above rights are subject to any restriction agreed with a third party which still exists on publication of the Data and which I have expressly notified to BathSPAdata at the time of deposit.

Additionally, the University shall:

3.5. have the right to remove the Data from the repository for professional, administrative, or commercial reasons, or if it is found to violate the copyright or other legal rights of a third party;

3.6. 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;

3.7. reserve the right to reduce the data retention period in circumstances where storage costs have become unsustainable

3.8. not be under any obligation to reproduce, transmit, broadcast, or display the Data 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 Data the University shall incur no liability, either expressed or implicit, for the Data or for the loss of or damage to any of the Data or associated data.

5. Data Processing and Storage

5.1 By agreeing to this deposit licence, I authorise Bath Spa University to store my Data in a Cloud-based database operated by Figshare / Digital Science on AWS (Amazon Web Services) servers;

5.2 Consent to this deposit agreement can be withdrawn by emailing the repository team, repositories@bathspa.ac.uk.

Email repositories@bathspa.ac.uk if you would like further information.