

DATA REPOSITORY LICENCE

All Loughborough authors submitting data are required to agree to the terms and conditions of the Data Repository Licence.

**Thank you for depositing your data in Loughborough University's
Data Repository.**

By depositing your data, you agree to the Terms and Conditions of this non exclusive licence:

- **You are free** to publish this data elsewhere in their present or future versions.

- **You confirm** that:
 - a) you are the single or joint creator of the data or you have permission from the copyright owner(s) to deposit.
 - b) the data are original and to the best of your knowledge do not infringe anyone's copyright.
 - c) the data do not violate or infringe any UK law.

- **We agree to:**
 - a) add the data to the repository so they are freely available online for the lifetime of the repository.
 - b) where feasible, convert the data as necessary to ensure they can be read by computer systems in the future.
 - c) Conduct a check of the deposit's metadata. This may consist of: checking for spelling mistakes in the metadata, adding extra metadata (for example, funder and/or grant number) if appropriate, advising on appropriate metadata to include, advising on the risks of improper release of information. This list is not exhaustive and not all checks will be made on all deposits.

- **We reserve** the right to remove the data for any legal or administrative reason.

TERMS and CONDITIONS:**Depositor's Declaration**

1. I hereby grant to Loughborough University Data Repository a non-exclusive licence on the terms outlined below. I warrant that:

1.1 I am the creator of all or part of the whole data (including content & layout) or have written permission from the copyright owner(s) to deposit.

1.2 The data are not in any way a violation or infringement of any copyright, trademark, patent, or other rights whatsoever of any person.

1.3 That if the data have been commissioned, sponsored or supported by any organisation, that I have fulfilled all of the obligations required by such contract or agreement.

1.4 If the data includes data covered by the Data Protection Act I have informed consent from the individuals involved to deposit.

The Repository's Rights and Responsibilities

2. The *Data Repository*:

2.1 May distribute copies of the data (including any description) worldwide, in electronic format via any medium for the lifetime of the repository for the purpose of free access without charge.

2.2 May electronically store, convert or copy the data to ensure their future preservation and accessibility.

2.3 May incorporate metadata or documentation into public access catalogues for the data.

2.4 Shall retain the right to remove the data for professional 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 depositor or other rights holders in the event of infringement of intellectual property rights or any other right in the material deposited.

Software

3.1 Copyright in additional data, software, user guides and documentation to assist users in using the data shall belong to the *Data Repository* on behalf of Loughborough University and any other parties that *Data Repository* may choose to enter into an agreement with to produce such materials.

3.2 While every care will be taken to preserve the physical integrity of the deposited files, the *Data Repository* shall incur no liability, either expressed or implicit, for the work or for loss of or damage to any of the deposited files.

Definition & Terms

4. In this agreement: 'Data' means each item being deposited including any description and supporting documentation.

'Data Repository' means any service provided by Loughborough University to enable the deposit and preservation of research data.