

UNIVERSITY OF HUDDERSFIELD EPRINTS REPOSITORY

USER AGREEMENT

1. Definitions

In this Agreement:

1.1 'Agreement' means this licence document, including all of its terms and conditions as outlined in the [Repository Policy](https://www.hud.ac.uk/media/policydocuments/Repository-Policy.pdf) (<https://www.hud.ac.uk/media/policydocuments/Repository-Policy.pdf>), as amended from time to time and associated procedures.

1.2 'I' and 'Me' means the user of Work

1.2 'Repository' means the University of Huddersfield ePrints Repository

1.3 'The University of Huddersfield' and 'University' means University of Huddersfield, Queensgate, Huddersfield, HD1 3DH

1.4 'Work' means the e-print being accessed including abstract, text, images and related data.

2. User's declaration

2.1 I agree to be bound by the following conditions each time that I use any Work contained within the Repository:

i. I will ensure that all the requirements of the agreements, contracts and licences under which the Work is held will be maintained. (Copies of the relevant agreements, contracts and licences can be requested by written application to the Repository Administrator, via email (openaccess@hud.ac.uk))

ii. I agree to indemnify and defend the copyright holder from and against any and all liability and costs incurred in connection with any claim arising out of any breach of this Agreement by Me.

iii. I will not remove or alter the copyright statement on any copies of the Work used by Me.

iv. I will ensure the security and confidentiality of any copy released to Me, and will not make any further copies from it or knowingly permit others to do so, unless permitted to do so under this Agreement.

v. I will only incorporate the Work, or part thereof, in any work, program or article which I produce, where this is permitted by the [Repository Policy](https://www.hud.ac.uk/media/policydocuments/Repository-Policy.pdf) (<https://www.hud.ac.uk/media/policydocuments/Repository-Policy.pdf>) and associated procedures or by "fair dealing" (see <https://www.gov.uk/guidance/exceptions-to-copyright>).

vi. I will only incorporate some part or version of the Work in any work I produce with the express permission of the licensor or unless this is expressly permitted under this Agreement, the [Repository Policy](https://www.hud.ac.uk/media/policydocuments/Repository-Policy.pdf) (<https://www.hud.ac.uk/media/policydocuments/Repository-Policy.pdf>) or associated procedures.

vii. I will not reverse engineer or decompile the software products or attempt to do so unless this is explicitly permitted within the terms of this Agreement for the use of the Work.

3.0 The Repository's Rights and Responsibilities

3.1 The University of Huddersfield makes no guarantees regarding any statements contained within the Repository; nor does it accept any responsibility or liability for any possible mistakes contained therein.

3.2 The University accepts no liability for any Work which infringes the copyright or other rights of third parties. Such infringements are the sole responsibility of the depositors of the Work.

3.3 Metadata

For information describing items in the Repository:

- a. Anyone may access the metadata free of charge; and
- b. The metadata may be re-used in any medium without prior permission for not-for-profit purposes and/or re-sold commercially provided the Open Archives Initiative Identifier or a link to the original metadata record is given.

3.4 Data

For full-text and other full data items, i.e. everything other than metadata:

- a. Within the terms of the relevant licences, anyone may access full items free of charge. Copies of full items generally, can be reproduced, displayed or performed, and given to third parties in any format or medium for personal research or study, educational, or not-for-profit purposes without prior permission or charge, provided:
 - i. The authors, title and full bibliographic details is credited in any copy;
 - ii. A hyperlink and/or URL is included for the original metadata page; and
 - iii. The content is not changed in any way.
- b. Full items must not be sold commercially in any format or medium, without prior written permission of the copyright holders.

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