



YMDDIRIEDOLAETH ARCHAEOLEGOL CLWYD-POWYS  
CLWYD-POWYS ARCHAEOLOGICAL TRUST

## Clwyd-Powys HER Charitable Trust Deposit Agreement

In order for Clwyd-Powys HER Charitable Trust to reproduce, archive and disseminate your submission worldwide, you must agree to this Deposit Agreement. Please read this deposit agreement carefully before depositing any work. By depositing any work the Clwyd-Powys HER Charitable Trust you confirm that you accept the terms of this deposit agreement. Please refer to the terms and conditions and copyright sections for advice and guidance or contact us at [her@cpat.org.uk](mailto:her@cpat.org.uk).

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The Depositor wishes to deposit material for archiving and worldwide distribution by the HER and the obligations of the Depositor and the Clwyd-Powys HER Charitable Trust set forth herein.

### THE PARTIES AGREE AS FOLLOWS:

#### 1. DEFINITIONS

**Copyright** means the entire right, title and interest in the copyright, design right and database right in the Deposited Work(s) throughout the world.

**Depositor** means the copyright holder(s) of the Deposited Work(s), be it its author(s) or copyright owner(s) as appropriate, or any other person duly authorised by the copyright holder to grant the rights in this Agreement;

**Deposited Work(s)** means the work(s) submitted for deposit by the Depositor in the and any information or data accompanying the work(s).

**Metadata Record:** a structured description of a Dataset, including information about licensing and conditions of access to the data. Metadata Records can refer to Datasets held in the Archive or elsewhere.

#### 2. GRANT OF RIGHTS TO CLWYD-POWYS HER CHARITABLE TRUST

2.1. I the Depositor hereby wish to deposit the attached Deposited Work/s in the Clwyd-Powys HER Charitable Trust and grant to the Clwyd-Powys HER Charitable Trust a non-exclusive, worldwide, royalty-free licence for use of the Deposited Work/s for the full term of Copyright and any renewals,



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extensions or revivals thereof for the Purpose, defined as follows:

2.1.1. to reproduce the Deposited Work/s for archiving and preservation purposes; and

2.1.2. to reproduce the Deposited Work/s and make the Deposited Work/s available via the Clwyd-Powys HER Charitable Trust and Archwilio to the public on the Internet or any subsequent technology for the purposes of non-commercial research or private study and as otherwise permitted in UK law under the Copyright, Designs and Patents Act 1988 as amended.

### **3. DEPOSITOR WARRANTIES**

3.1. I hereby represent and warrant:

3.1.1. Authority to enter into this Agreement. I am the owner of Copyright in the Deposited Work/s, or am duly authorised by the owner/s or other holder/s of these rights to grant all rights given in this Agreement on their behalf, and have the full power and authority to enter into this Agreement and to grant under it the right to hold and disseminate copies of the Deposited Work/s;

3.1.2. Original work. The Deposited Work/s is original work and does not infringe the copyright, trademark, patent and any other rights of a third party or contain material of a defamatory or of a libelous nature;

3.1.3. Other agreements. The grant of rights in this Agreement does not constitute a breach of any other agreement, publishing or otherwise, including any confidentiality or publication restriction provisions in sponsorship or collaboration agreements governing my research or work (or that of those who have authorised me to grant rights given in this Agreement on their behalf) at the Clwyd-Powys HER Charitable Trust or elsewhere;

3.1.4. Third party copyright material in the Deposited Work. All third party materials in the Deposited Work/s are properly acknowledged and cited in accordance with standard academic practice, whether used,

a) with the express written permission of rights holders for the Purpose defined in 2.1, and/or

b) under a legally recognised 'permitted act' or statutory exception/defense to copyright infringement under the Copyright, Designs and Patents Act 1988 as amended and which includes 'fair dealing for the purposes of criticism or review';



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3.1.5. Consents from persons featuring in photographs, video/film and/or sound recordings in the Deposited Work/s. Signed consents from persons featuring in photographs, video/film and/or sound recordings in the Deposited Work/s have been obtained for the Purpose defined in 2.1;

3.1.6. Third party material permission letters for use of third party materials in the Deposited Work/s and consent forms from persons featuring in photographs, video/film and/or sound recordings in the Deposited Work/s. Permission letters and consent forms obtained for the Purpose defined in 2.1 are stored securely and are readily available for inspection by the Clwyd-Powys HER Charitable Trust should any matter arise concerning intellectual property rights in the Deposited Work/s; and

3.1.7. Indemnity from Depositors who are not employees of at the Clwyd-Powys HER Charitable Trust. I shall indemnify the Clwyd-Powys HER Charitable Trust and keep the Clwyd-Powys HER Charitable Trust indemnified from and against all damages, loss (including without limitation direct or consequential damages or losses), claims, actions, proceedings, demands, expenses), costs, economic losses and liabilities arising out of or resulting from a breach of any of the warranties given by me in this Agreement.

3.2. After acceptance of the Deposited Work/s for the Purpose defined in 2.1, the warranties and representations contained in this Agreement shall survive the termination or expiry of this Agreement and the rights acquired by the Clwyd-Powys HER Charitable Trust in this Agreement shall survive the removal of the Deposited Work/s, temporary or otherwise, from the Clwyd-Powys HER Charitable Trust and third party websites.

**4. CLWYD-POWYS HER CHARITABLE TRUST RIGHTS AND RESPONSIBILITIES**

4.1. I understand and agree that the Clwyd-Powys HER Charitable Trust:

4.1.1. to make copies as necessary to store the Work in the Archive (including for back-up purposes);

4.1.2. to distribute copies of the Work worldwide in electronic format via any medium, for the purpose of free access (except for associated media costs);

4.1.3. to store electronically, translate, copy, or re-arrange the Work to ensure its future preservation and

accessibility; and



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4.1.4. to incorporate metadata or documentation into public access catalogues for the Deposited Work/s; (provided that a citation to the Work will always remain visible)

4.1.5. will exercise reasonable endeavors to preserve the physical integrity of the Deposited Work/s, but shall incur no liability for loss or damage to any Deposited Work/s; and accepts no liability, either expressed or implied, for the Work or for the loss of or damage to any of the Work or associated data.

4.1.6. shall not be under any obligation to reproduce, transmit, broadcast or display the Deposited Work/s in the same format in which it was originally created;

4.1.7. shall not be under any obligation to take legal action on behalf of the Depositor or other copyright holders related to any rights in the Deposited Work/s;

4.1.8. reserves the right to not accept the Deposited Work/s for archiving and/or dissemination purposes and in exercising this right the rights acquired under this Agreement cease to have any effect;

4.1.9. shall retain the right to remove the Deposited Work/s without notice for professional, administrative or legal reasons after its acceptance for archiving and dissemination, including pending investigation upon a complaint from a third party, or it becomes evident that all appropriate permissions and /or consents warranted for in 3.1.4 and 3.1.5 have not been secured, or it is found to contain defamatory or libelous statements or material. Upon such an occurrence a metadata record indicating storage of the Deposited Work(s) in the Clwyd-Powys HER Charitable Trust HER will remain visible in perpetuity; and

4.1.10. asserts ownership, unless otherwise stated, in any additional data, software, user guides and documentation created to assist Depositors or end-users.

**5. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

5.1. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and nothing in this Agreement shall confer or purport to confer on or operate to give any third party any benefit or any right to enforce any term of this Agreement, save for the author/s of a Deposited Work/s deposited by the Depositor on behalf of the author/s under this Agreement.



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## 6. GOVERNING LAW

6.1 This Agreement and all questions of construction, validity and performance under this Agreement shall be governed by British law and subject to the exclusive jurisdiction of the British courts.

### Copyright

This section is designed to give some useful information on the topic of copyright as relates to depositing in an institutional repository. Please note: this document can only provide guidelines and should not be relied on for legal advice. For further questions please contact the Clwyd-Powys HER Charitable Trust team ([her@cpat.org.uk](mailto:her@cpat.org.uk)).

When you deposit work in the Clwyd-Powys HER Charitable Trust you confirm that you have permission to do so. It is your responsibility to ensure you are not infringing copyright by depositing material into the repository.

The principal legislation on copyright is the Copyright, Designs and Patents Act 1988. It has been amended on a number of occasions. An unofficial, consolidated version of the legal text is available from the UK Intellectual Property Office.

### Who owns copyright?

For most works, copyright in a work belongs to its creator, except where a funding or sponsorship agreement provides otherwise or the work is created for the administrative or managerial purposes of a company or is commissioned by a company or where the creator is working in collaboration with others in a way that gives rise to joint or interdependent creation of intellectual property including copyright.

### Ownership of copyright for non-textual works

The following are very general guidelines on who owns copyright for non-textual material (employer or sponsor arrangements apply as explained above): The photographer is the first owner of copyright in a photograph. For sound recordings the first owner of copyright is the producer, for films the copyright lies jointly with the producer and principal director. For typographical arrangements of a published edition the copyright lies with the publisher.



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**Co-authors' permissions**

A work of joint authorship arises from collaboration between two or more authors and the contribution each has made to the work cannot be distinguished from the contribution of the other. In this case please ensure you have the consent of each co-author to deposit work in the Clwyd-Powys HER Charitable on their behalf. If the contributions of each author to a work are distinct, the parts contributed by each have separate copyrights, unless agreed otherwise.

**What is protected by copyright?**

Copyright subsists in and protects a range of different types of works, for example: documents, reports, papers, data, letters, tables, computer programs, databases, photographs, typographical arrangements of published editions, sculptures, sound recordings, films and broadcasts.

Works may contain many separate copyright. For example, a book or journal article may contain text and tables (treated by copyright law as literary works) and photographs or maps (artistic works). If you have used third-party material in your work please ensure you have permission for deposit from the copyright holder of such material.