

DEPOSITOR'S AGREEMENT

By depositing works in the OPAR, depositor agrees to be bound by the following terms and conditions.

<p>Purpose of the Agreement:</p>	<p>This Agreement is made in consideration of the Università degli Studi di Napoli "L'Orientale" depositing and storing the electronic version of the Work on the University's institutional repository, OPAR L'Orientale Open Archive. This Agreement sets out the terms on which the Depositor grants the University the right to deposit and store the Work on the University's repository OPAR and to make this Work available to the general public.</p>
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Terms of Agreement

1	<p>What are 'Agreement', 'Work', 'Depositor' 'OPAR' and 'University'?</p>	<p>In this Agreement the following words have the following meanings: 'Agreement' means this document including all of its terms and conditions; 'Work' means the whole work or material which is self-archived by the Depositor, either as sole author or as co-author, including abstract, text, images and related data; 'Depositor' is the person who self-archives any material on OPAR; 'OPAR' means the Orientale Open Archive; 'University' means the Università degli Studi di Napoli "L'Orientale".</p>
2	<p>Who is the Depositor?</p>	<p>The Depositor acknowledges that is either a member of the past or present academic staff and is the author or co-author of the Work.</p>
3	<p>What rights is the Depositor granting the University?</p>	<p>The Depositor grants to the University a perpetual, non-exclusive, royalty-free and sub-licensable licence to:</p> <ul style="list-style-type: none"> (a) deposit electronic versions of the Work to the OPAR and incorporate metadata or documentation into public access catalogues for the e-print; (b) store the Work on the OPAR and to make the Work available to the general public via the internet at no cost; (c) create a back-up copy of the Work for security and preservation purposes; (d) convert the Work, without changing the content, to any other format or medium necessary for preservation and storage of the Work; and (e) permit end-users of the OPAR to download and use the Work for personal use of non-commercial purpose. <p>As the licence the Depositor grants to the University is non-exclusive, s/he may continue to deal with the Work in its present or future version(s).</p>
4	<p>What do the Depositor warrant?</p>	<p>The Depositor warrants that:</p> <ul style="list-style-type: none"> (a) the Work is original work; (b) s/he is the owner of all intellectual property rights in the Work or, if s/he has used another person's copyright work or intellectual property rights (including the intellectual property rights of any co-authors) in the Work, has obtained from that person a perpetual, non-exclusive, world-wide, royalty-free sub-licensable licence to use that copyright work or those intellectual property rights for the purposes set out at clauses 3a) to e); (c) the University's use of the Work as contemplated by this Agreement will not breach any person's intellectual property rights or any other rights; (d) s/he has the right, power and authority to enter into this Agreement and to grant the University the rights contained in this Agreement; and (e) to the best of her/his knowledge, the Work does not contain anything which is false, defamatory, unlawful, misleading or deceptive or otherwise

		breaches any laws.
5	No obligation to deposit	The Depositor acknowledges and agrees that the University is not obliged to deposit and store the Work on the OPAR unless it is satisfied that the Depositor will comply with the terms and conditions of this Agreement or any relevant policies, procedures or standards of the University.
6	University not liable	The Depositor acknowledges and agrees that the University is not responsible or liable for any breach of her/his intellectual property rights in the Work, including any breach of copyright, as a result of the use of the Work pursuant to this Agreement.
7	Right to remove	The Depositor may at any time request the University in writing to remove the Work from the OPAR. Upon removal of the Work from the OPAR, the licence granted under clause 3 will automatically end.
8	Ownership	The University acknowledges that the rights granted by the Depositor under clause 3 of this Agreement do not amount to the transfer or assignment of any of her/his intellectual property rights in the Work to the University.
9	Disclaimer	Whilst every care will be taken to preserve the Work, the University will not be liable for loss or damage to the Work or other data while it is stored within the OPAR.
10	Copyright law	All rights are granted by Italian copyright law: Legge 22 aprile 1941 n. 633 e successive modificazioni (Protezione del diritto d'autore e di altri diritti connessi al suo esercizio) e articoli da 2575 a 2583 del Codice civile, libro V titolo nono, capo I.

OPAR L'Orientale Open Archive – Università degli Studi di Napoli “L'Orientale”