

# IRISS

## RESEARCH UNBOUND™

### Terms and conditions

By submitting your research to Research Unbound you accept and agree to the following conditions

#### 1 Definitions

1.1 The following terms shall have the following meanings:

'Author'	has the meaning given in the Copyright, Designs and Patents Act 1988
'Copyright'	has the meaning given in the Copyright, Designs and Patents Act 1988
'Copyright Statement'	means name of the copyright holder and any preferred statement of attribution as agreed between the parties;
'Intellectual Property Rights'	means inventions, ideas, Copyright, database rights, trade marks, design rights together with all other rights in the nature of the foregoing, including applications for any of the foregoing
'Materials'	means content created in the course of the Research, including but not limited to written materials, illustrations, still images, video recordings and sound recordings
'Purpose'	means publishing the Materials on Research Unbound
'Research'	Means the author's research project
'Research Unbound'	means a website hosting the Materials, such being publicly and freely accessible via the Internet ( <a href="http://research-unbound.org.uk">http://research-unbound.org.uk</a> )
'Territory'	means world-wide

- 1.2 In this Agreement, references to the singular number include the plural and vice versa and references to persons includes companies and other forms of legal entity. Headings are for convenience only and shall not affect interpretation. Any reference in this Agreement to any statute or statutory provisions shall be construed as referring to that statute or statutory provision as it may from time to time be amended, modified, extended, re-enacted or replaced. 'Clause' means a clause of this Agreement.

## **2 Commencement**

- 2.1 This Agreement shall be deemed to have commenced on the date of signature hereof.

## **3 Licence of Rights**

- 3.1 The Author hereby grants to the Publisher a non-exclusive licence to copy and use the Materials for the Purpose in the Territory.
- 3.2 The Publisher shall include the Copyright Statement relating to the Materials in a position that is visible to users of Research Unbound.
- 3.3 The Licence will be for a period of one year from the date signing and will automatically renew until either the Author or the Publisher terminates the Licence by giving the other party one month's written notice.

## **4 Intellectual Property Rights**

- 4.1 In the event that the Publisher generates any new Intellectual Property Rights relating to the Materials, the same shall be the exclusive property of the Publisher. For the avoidance of doubt, this clause does not extend or alter the ownership of the Copyright in the Materials.

## **5 The Materials**

- 5.1 The Author will deliver the Materials to the Publisher in a mutually agreed format.
- 5.2 In the event that the Author wishes to export the Materials from Research Unbound, the Publisher will offer the reasonable assistance to the Author.

## **6 Access to and availability of Research Unbound**

- 6.1 The Publisher will make reasonable endeavours to ensure the availability of the Research Unbound website on the internet, but no warranties are offered in this respect.

## **7 Warranties and Indemnities**

- 7.1 The Author warrants to the Publisher that:
- 7.1.1 the Author is the owner of the Copyright in the Materials and has full power to enter into this Agreement and to give the warranties and indemnities contained herein;
  - 7.1.2 the exercise by the Publisher of the rights licensed herein will not infringe or violate the rights of any third party, including without limitation any privacy rights, publicity rights, copyrights, contract rights, moral rights or any other Intellectual Property Rights;
  - 7.1.3 the Author hereby warrants that it has obtained waivers of any and all moral rights in the Materials under the terms of the Copyright, Designs and Patents Act 1988; and
  - 7.1.4 no claim of infringement of any Intellectual Property Rights of any third party has been brought or threatened to be brought in relation to the rights licensed herein.
- 7.2 The Author shall hold harmless and indemnify the Publisher from any third party claims resulting from the publication of the Materials should there be a breach of this warranty.

## **8 Moral Rights**

- 8.1 This agreement does not affect the moral rights of the Author. More specifically, the Author asserts his/her right to be identified as the Author and the right to object to derogatory treatment.

## **9 General**

- 9.1 No part of this Agreement shall interfere with or alter the rights of the Author to licence the Materials to another body, person or organisation of its choosing at any time in the future.
- 9.2 The Author has granted permission for the Publisher to use the Materials for the Purpose only. The Publisher shall revert to the Author for permission and negotiation of rights and payments for any other use.
- 9.3 Each party shall pay its own costs, charges and expenses relating to the negotiation, preparation, execution and implementation of this Agreement.
- 9.4 For the avoidance of doubt no charges are payable by the Publisher to the Author or vice versa in respect of the services provided under this Agreement.
- 9.5 This Agreement represents the entire agreement and understanding between the parties regarding the subject matter hereof and supersedes all previous negotiations whether oral or written between the parties regarding the subject matter hereof.
- 9.6 No omission to exercise or delay in exercising on the part of any party to this Agreement of any right, power or remedy provided by law or under this Agreement shall constitute a waiver of such right, power or remedy or any other right, power or remedy or impair such right, power or remedy.
- 9.7 In the event that any part of this Agreement is deemed or held to be invalid, the same shall not affect the remainder of the Agreement which shall remain in full force and effect.

#### **10 Termination**

- 10.1 Either party shall be entitled to terminate this Agreement by immediate written notice if the other party is bankrupt or makes any arrangements with its creditors or becomes apparently insolvent or has a liquidator or receiver appointed, or ceases or threatens to cease trading.

#### **11 Notices**

- 11.1 Any party hereto may change its address for the purposes hereof by so notifying the other party.

#### **12 Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with Scots law. Each party hereby agrees to submit to the exclusive jurisdiction of the Scottish courts.