

Thesis Deposit Declaration Agreement for Controlled Theses Under Temporary Deferral

To fulfil the requirements of your degree you need to provide the University of Bristol (the **University**) with a digital version of your thesis (the **Thesis**).

Your Thesis contains sensitive or proprietary information which means that it cannot be stored on the University's public institutional repository (the current system is referred to internally as Pure and externally as the University of Bristol Research Portal) during an agreed deferral period (the **Deferral Period**). You have applied to the University for a deferral of publication of the Thesis on the University's public institutional repository and the University has issued a letter approving such deferral and specifying the terms of the same (the **Deferral Letter**).

There may also be restrictions under the Export Control Regulations that limit that ability to publish without regulator clearance. The Research Compliance Team (research-compliance@bristol.ac.uk) can assist you in this regard.

As a result of this process, your Thesis will be placed on an appropriately secure server, currently the University's secure Research Data Storage Facility (RDSF).

Please read and sign the agreement at the end.

By accepting this agreement, you confirm that:

1. You are aware of the terms under which the publication of your Thesis has been deferred and you are aware of:
 - a) when your Thesis is due to become publicly available via our institutional repository and
 - b) the date that a review of the publication deferral is due.
2. If the project under which the Thesis was written is funded, or otherwise supported by any third party, you have fulfilled any obligations imposed on you by an associated contract or agreement.

You confirm that your Thesis:

3. Is original and that you are the author and owner of the copyright in the Thesis.

4. Is not and shall be in no way a violation or infringement of any copyright, trademark, patent, confidentiality obligations or other rights whatsoever of any third party.

You confirm:

5. You have sought and obtained permission to include any substantial subsidiary material forming part of the Thesis and owned by third-party copyright holders in the digital version of your Thesis that will be made available to the public via the University's institutional repository. The rights you have obtained referred to in this clause permit an authorised version of your Thesis to be available in digital format via a stand-alone device or a communications network and the permission encompasses rights granted to the University and the British Library.

You agree/accept that:

6. Administrators at the University may, without changing content, digitise and migrate your Thesis to any medium or format for future preservation and accessibility.
7. The University has no obligation to take legal action on your behalf or other rights holders, in the event of infringement of intellectual property rights, breach of contract or any other right in the Thesis.
8. Your Thesis will be stored on the University's internal secure servers, currently the RDSF for a period specified in any relevant Deferral Letters (the **Deferral Period**), and will be made publicly available at the end of the confirmed Deferral Period.
9. You need to ensure that your own copy of your Thesis is stored securely for the duration of the Deferral Period and that you comply with any relevant export control regulations. Please note that failure to comply with export control regulations can lead to civil fines and criminal sanctions in addition to reputational damage. Please see <https://uob.sharepoint.com/sites/red/SitePages/Export-Control-Guidance.aspx> for guidance and, if you have any questions in this regard, please contact research-compliance@bristol.ac.uk.
10. If content within the Thesis has not been cleared for publication by the relevant authority, a sponsor or the University (as the case may be), it is your responsibility – in conjunction with your supervisory team – to apply for any necessary subsequent deferrals of publication of the Thesis.
11. If the deferral is subsequently made permanent, an unamended copy of your thesis will remain on the University secure server.

At the end of the Deferral Period, you agree/accept that:

12. Your Thesis will be made available (in full or with agreed redactions) without charge on the internet via the University's public institutional repository.
13. Unless a decision is taken to defer on a permanent basis, your Thesis will be accessible to a wide variety of people and institutions – including automated agents – via the internet and the University's public institutional repository. This will include the British Library Electronic Theses On-Line System (EThOS). Once your Thesis is deposited in our public repository, a citation of the Thesis will always remain visible on such repository. Removal of your Thesis may be made after discussion with the University who shall use all reasonable endeavours to ensure removal from any third party services with whom the University has an agreement to store the Thesis.
14. Subject to the other terms of this agreement, you grant a **non-exclusive, royalty-free** licence to the University to make available your Thesis in digitised format via the University's public institutional repository. You remain free to publish it elsewhere in its present format or future versions.
15. Access to your Thesis via Explore Bristol Research will be subject to a CC-BY-NC-ND Creative Commons licence. This will not prevent you from making your Thesis available under a more permissive license on alternative sites.

Signature

Date