



OGS

**Open Access
policy of OGS for
scientific publications**

Version 1-2021

Annex 1

Deposit licence of the National Institute of Oceanography and Applied Geophysics

Art. 1 – Generalities and aims

In order to implement the OGS Policy on Open Access to the contributions of scientific research, OGS employees and staff undertake to implement open access through the Green or Gold road, providing in both cases for the deposit of scientific publications in the OGS RESEARCH Institutional Repository.

The deposit in the Institutional Repository guarantees the long-term preservation of OGS's scientific production, allowing its valorisation, consultation and mapping also for the purposes of possible internal and external evaluation exercises at OGS as well as potential compliance with research funding bodies.

This license acknowledges and integrates the OGS Policy on Open Access to scientific publications and regulates the deposit and the guarantees related to the deposited product.

1. Art. 2 – Deposit

The deposit of the scientific publication in the OGS Open Access Institutional Repository is made by the Author, who will deposit at least one of the following types of files, as defined in the OGS Policy on Open Access to Scientific Publications:

- a) pre-print version
- b) post-print version
- c) editorial version

The Author also undertakes to simultaneously deposit the descriptive metadata of the scientific publication.

2. Art. 3 – Guarantees

The Author declares the originality of the products that they are going to deposit, relieving OGS from any liability for claims that, in Italy or abroad, third parties may justifiably raise for violation of copyright law and/or other laws that prevent or limit the possibility of making the scientific publication public and available.

The Author guarantees the authorship of the publication, that they have the right to reproduce and disseminate it through the Institutional Archive and that they have fulfilled any obligations to third parties. In the absence of a licence or a text of the Author's rights, the provisions of the Copyright Act shall apply.

The Author declares that the publication is deposited in the best possible version, in full text, possibly accompanied by the summary and abstract and all the bibliographical data necessary for its identification, cataloguing and contextualisation, including - if attributed - the unique identification codes of the contribution in the published version or of the collective publication in which it is included (e.g., DOI of the publication, ISSN of the journal, ISBN of the book).

If the publication has been commissioned, sponsored or financed, the Author declares and warrants that they have fulfilled all the obligations required by the contract or related agreements, indicating in the metadata the references to the project/financing/sponsor.

For publications authored in collaboration with others, the Author, by accepting the agreement, gives evidence that they have given notice to the other co-authors of the open access availability in OGS RESEARCH for the purposes envisaged by the OGS Policy, and declares that they are not aware of any reason why the consent to deposit cannot be granted, with the same guarantees and prerogatives (so-called rights of use) indicated in these conditions. If this is not the case, the consent of the co-authors, to whom notice has been given, shall be deemed assumed until proven otherwise. If one of the co-authors communicates that they have not given their consent and formulates a specific motivated request, OGS, after assessing the request, reserves the right to proceed to remove the scientific publication or to prevent its accessibility, in accordance with Art. 5 below. The Author may provide proof of the consent of the other co-authors, if already acquired.

3. Art. 4 - Granting of rights to use the scientific publication (so-called licence)

Subject to the terms and conditions contained in this Agreement, in compliance with the European Commission Recommendation 2018/790/EU on access to and preservation of scientific information, the Author grants OGS a worldwide, free, non-exclusive, non-transferable, revocable license to use the scientific publication for non-commercial purposes, with a duration equal to that of the copyright applicable to the scientific publication, which authorises OGS to exercise only and exclusively the rights over the publication listed below:

- (a) to archive, store and communicate to the public, via the Internet, with open, free of charge and free access, the bibliographic data and the publication itself, within the limits allowed by law and by contract, and in compliance with additional licenses granted by the Author (such as Creative Commons licenses);
- b) provide for the legal deposit as required by the relevant legislation in force;
- c) adapting and transforming the publication into formats other than those with which it was originally produced, in order to guarantee its preservation and accessibility over time, unless special restrictions are declared by the Author;
- d) include the publication's bibliographic information in dedicated international web portals, so that the publication's citation remains visible at all times.

4. Art. 5 – Reservations

In the event that truthful information has not been provided in accordance with Art. 3, or if infringements of the Author's rights are ascertained, OGS reserves the right to take any initiative or action it deems appropriate.

OGS also reserves the right to remove the scientific publication or to prevent access to it, if it detects content that could expose OGS and/or its staff to the risk of complaints or legal action, or for technical-administrative reasons, without prejudice to the sole responsibility of the Author for the content of the publication.