

KENYATTA UNIVERSITY OPEN ACCESS INSTITUTIONAL REPOSITORY POLICY

VISION

To be a dynamic, inclusive and competitive centre of excellence in teaching, learning, research and service to humanity.

MISSION

To provide quality education and training, promote scholarship, service, innovation and creativity and inculcate moral values for sustainable individual and societal development.

OUR IDENTITY

A community of scholars committed to the generation and dissemination of knowledge and cultivation of wisdom for the welfare of society.

OUR PHILOSOPHY

Sensitivity and responsiveness to societal needs and the right of every person to knowledge.

CORE VALUES

Respect Integrity Commitment Hard work Excellence Tolerance

Forward

The University currently generates scholarly material such as theses and dissertations, conference papers, research papers and articles etc. Some of these are printed and stored in the library for reference by the University Community. By creating an institutional repository (IR), the University is hoping to archive the intellectual products created by faculties, research staff, conferences and students of the University. These materials will then be made accessible to end users both within and outside the institution through the KU-Portal, with few if any barriers to access.

The Repository will contribute to the commitment of the University to support research activities. It will serve to preserve Kenyatta University's legacy, facilitate digital preservation and scholarly communication. It provides an open access platform to capture, store, index, and distribute globally a wide range of research outputs, including masters and doctoral theses, produced by the University's researchers and postgraduate students. Most other types of research output can also be archived, including data and other digital objects. The aim of the Repository is to promote the University's research profile by exposing KU research outputs online. This will assist in increasing citation rates and the impact of KU research.

The Repository is a complement to traditional research publishing channels, not a replacement. It provides University researchers and postgraduate students secure, stable and long term storage for their material in a centralized location. Through the KU IR-Portal multiple users will search simultaneously from within an easy to use interface. From the list of search results a simple click will enable them to either access the information electronically in full text or find out where a printed copy is available. It is increasingly becoming clear that "In future a university's quality will be linked to its digital library of research output, which includes theses and dissertations," and the university is aiming at those standards.

This policy defines the scope, roles and responsibilities, and legal requirements for management and development of the KU Open Access Institutional Repository (the Repository).

Prof. Olive Mugenda Vice Chancellor, Kenyatta University *Kenyatta University Repository Policy*

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1.0 DEFINITIONS AND ACRONYMS

Authorize others to do the same: The copyright holder has the sole right to authorize others to exercise rights under Copyright Law, and the right to authorize others to exercise rights. This language transfers the non-exclusive right to Kenyatta University to allow others to use the articles in specified ways and contexts, such as other Kenyatta University faculty members who want to use an article in teaching.

Compliance: Conformity in fulfilling official requirements (Glossary definition).

Copyright: Copyright is a bundle of five rights:

- 1. the right to reproduce,
- 2. the right to prepare derivative works (e.g. translations),
- 3. the right to distribute,
- 4. the right to display publicly, and
- 5. the right to perform publicly.

These rights adhere exclusively to the copyright holder (the Kenyatta University author of a scholarly article), until/unless the copyright holder transfers them exclusively (a complete transfer, after which the copyright holder no longer has the right) or nonexclusively (an extension of one or more rights to another party, where the right still belongs to the original copyright holder).

Creative Commons License: Recognizes the author's copyright authority, but allows others to copy and distribute the work, provided they give the author credit and only on the specified conditions.

Deposit: A deposit represents a bundle of submitted information. Typically, a deposit consists of descriptive metadata, access conditions and copyright information, and any relevant uploaded files. This entire set of saved information is the deposit record.

Depositor: A depositor is the creator of a deposit record, who submits digital items and associated data for review, approval and uploads to the repository.

Digital Preservation: The process of ensuring that a digital object is accessible over the long term.

DSpace: Is an open source software package that Kenyatta University Kenyatta University and

Technology selected for the Digital Repository

Dublin Core: The Dublin Core is an initiative to create a digital 'Library card Catalog' for the web. It is made up of a set of 15 standard metadata elements that facilitate indexing and searching of electronic resources in the World Wide Web.

Embargo: Banning of the full text publication of the document, usually for a defined period of time.

Evaluation: Systematic and objective assessment of an on-going or completed project/programme or policy in order to determine the relevance and fulfillment of objectives as well as efficiency, effectiveness, impact and sustainability (Glossary definition).

Final Version of the Article: The author's version with any changes made as a result of the peer-review process, but prior to publisher's copy-editing or formatting.

Institutional Repository (IR): Is a set of services that a university offers to the members of its community for the management and dissemination of digital materials created by the institution and its community members. It includes an organization's commitment to the stewardship of digital materials, including long-term preservation where appropriate, as well as organization and access.

Irrevocable, paid-up, worldwide license: The permission granted may not be taken back; there are no fees associated with the permission granted; and the permissions apply worldwide.

Nonexclusive permission: After granting nonexclusive permission, you still retain ownership and complete control of the copyright in your writings, subject only to this prior license. You can exercise your copyrights in any way you see fit, including transferring them to a publisher if you so desire.

Not sold for a profit: Kenyatta University cannot generate a profit from exercising the rights granted, but can recover costs for a service related to the articles, such as printed course packs.

Open dissemination / open-access repository: Scholarly articles stored and made available on the public internet, permitting any users to read, download, copy, distribute, print, search, or link to the full texts of these articles, crawl them for indexing, pass them as data to software, or use them for any other lawful, noncommercial purpose, without financial, legal, or technical barriers other than those inseparable from gaining access to the internet itself.

Scholarly articles: Faculty's scholarly articles are articles that describe the fruits of their research and that they give to the world for the sake of inquiry and knowledge without expectation of payment. Such articles are typically presented in peer-reviewed scholarly journals and conference proceedings.

Staff: Any person who is employed by Kenyatta University.

University: The University in this policy refers to Kenyatta University

2.0 Benefits of a Repository

Kenyatta University is committed to disseminating the output of its research and scholarship globally. In keeping with that commitment, the University adopts the following policy:

- 1. Each University member shall grant to the University permission, upon submission to the IR, to make available his or her scholarly works.
- 2. The University is granted a nonexclusive, irrevocable, worldwide license to exercise all rights under copyright relating to each authors' scholarly works, and to authorize others to do the same, provided that the scholarly works are not sold for a profit.
- 3. The policy will apply to all scholarly works authored or co-authored while the person is a member of the University.
- 4. The policy will not apply to scholarly works completed before and for which the University member entered into an incompatible licensing or assignment agreement before its adoption.
- 5. The University will waive application of the policy to a particular scholarly works upon request by a University member.
- 6. Scholarly works for publication will be provided, in the final version and as an electronic copy at no charge, to the appropriate representative of the Senate in an appropriate format immediately after publication.
- 7. Other scholarly works will be provided, in the final version and as an electronic copy at no charge
- 8. The University may make the scholarly works available to the public in an openaccess repository.
- 9. The Office of the DVC Academic will be responsible for interpreting this policy, resolving disputes concerning its interpretation and application, and recommending changes to the University from time to time.
- 10. The policy will be reviewed after five years or as need arises and a report presented to the Senate.

The University reserves the right to accept or reject any scholarly works presented for repository to open access

3.0 Open Access Policy Statement

Repository Contents

The repository will contain research outputs and masters and doctoral theses from members of the University in digital format. The following types of scholarly works shall form part of the repository

- 1. Journal articles
- 2. Books
- 3. Book chapters
- 4. Conference publications
- 5. Refereed designs

- 6. Creative, performance-based and visual arts outputs that have research components
- 7. Masters and doctoral theses
- 8. Unpublished scholarly work

The following types of scholarly works are NOT included in the Repository:

- 1. Scholarly works intended for commercial purposes
- 2. Scholarly works containing confidential or proprietary information
- 3. Scholarly works restricted due to cultural sensitivity
- 4. Scholarly works that would infringe a legal obligation of the university and/or the author(s) or creator(s), or the legal rights of a third party

Access

The material in the Repository is intended to be freely accessible via the Repository's web site (<u>http://ir-library.ku.ac.ke/ir</u>) and most common search engines such as Google Scholar, DOAJ and OAIster

All material in the Repository contains bibliographic details (Metadata) such as author, title etc. which is made available for harvesting by most common search engines.

Wherever possible, the full text of the material is made freely available subject to copyright law and license agreements. In those cases where full text can't be made available, the Repository provides detailed metadata and location information.

4.0 Content Policy

The repository shall accept submissions of the following types of materials:

- i. Journal articles (reviewed and non-reviewed); book reviews
- ii. Theses and Dissertations
- iii. Learning Objects (past papers, teaching modules and presentations).
- iv. Conference and workshop proceedings
- v. Books and book chapters
- vi. Technical reports, commissioned reports, working papers, government submissions, research reports, inaugural lectures
- vii. Newsletters of significant research groups
- viii. Other materials produced by academic/research staff and approved by director of research

What not to deposit:

• Any research which includes a confidential report for a sponsor, i.e., company/commercial third party, will not be included, or will have restricted access unless otherwise agreed by the sponsor.

• Administrative reports such as minutes, committee reports, individual royalty payments

For plagiarized works and libelous resources, access should be suppressed and expunged.

5.0 Submission Policy

Items shall only be deposited by members of the University, or their delegated and designated agents.

- Authors who are depositors shall only submit their own work for archiving.
- Where an item has multiple authors :
 - a) At least one author must be a member of staff or a student of KU, and
 - b) The submitting author shall obtain the permission of the co-authors.
- KU Institutional Repository is not an exclusive repository. Authors may also deposit their work in other repositories as desired or required.
- Deposit of full items will be encouraged at the earliest possible opportunity, but where a depositing author has assigned copyright, the full item will not be made publicly visible until any publishers' or other embargo periods have expired.
- The KU Repository Administrator will only assess items for the eligibility of authors/depositors, relevance to the scope of KU Repository, valid layout and format, correct metadata and the exclusion of spam.
- The validity and authenticity of the content of any submissions is the sole responsibility of the depositing authors.
- Any submitted works shall be subjected to a plagiarism check
- KU will recognize the originator of the IP and protect ownership for the creators

6.0 Metadata Policy

- The metadata schema used throughout by KU Repository will be principally based on Dublin Core.
- Where necessary, to facilitate the full description of a resource, other elements and element refinement as defined by the Dublin Core Metadata Initiative will be used.
- Anyone may access the metadata free of charge.
- The metadata may be reused in any medium without prior permission for not-for-profit purposes provided the Open Archives Initiative (OAI) identifier or a link to the original metadata record is given, and the repository is mentioned and should be cited as KU Repository.

The metadata shall not be re-used in any medium for commercial purposes without formal permission.

7.0 Data Policy

- Anyone may access items in the repository for personal research or study, educational, or not-for-profit purposes without prior permission or charge, provided that:
 - i. The authors, title and full bibliographic details is credited, where available, and,
 - ii. You may not alter, transform, or build upon this work
 - iii. A hyperlink and/or Universal Resource Locator (URL) are given for the original metadata page, and the content is not changed in any way.
- Full items shall not be sold commercially in any format or medium without formal permission of the copyright holders.
- All users will be expected to use materials in the repository within the copyright limits.
- KU library will therefore not be liable for any copyright violation arising from use of items in the repository.
- Some full items are individually tagged with different rights permissions and conditions.

8.0 Selection, Retention, Replacement and Withdrawal

8.1 Selection and Retention

8.1.1 Items produced as a result of research activity at KU and deposited by an eligible depositor will be accepted and retained indefinitely in the KU Repository unless:

- i. The item infringes on copyright or other rights.
- ii. The item is proven to include falsified research.
- iii. The item fails to meet legal requirements.
- iv. The item is in a format which cannot be stored or displayed satisfactorily.

8.1.2. If a depositor leaves the employment at KU, their items shall be retained in the KU Repository unless the depositor seeks to exercise their rights and obligations under the highlighted clause below

8.2 Replacement

8.2.1. A depositor may request that an item be replaced by another version if:

- i. An error is discovered in the content, or,
- ii. A published version of the item becomes available and needs to replace the unpublished version on the repository.
- **8.2.2.** The replacement item may use the same record as the original.

8.3 Withdrawal

8.3.1. Items will only be deleted from KU Repository if there are legal or University Intellectual Property Rights issues or other exceptional circumstances.

Items may be withdrawn from open access if necessary and placed in a closed access archive. Records of items will only be withdrawn from view for reasons such as their being found to violate the legal rights of a third party.

• KU Repository shall retain the right to remove the work(s) for professional or administrative reasons.

8.3.2. Items removed from view will be traced (but to avoid loss of the historical record) in the form of a note in the (Description. Provenance) field of the Dublin Core record. The content of the note should be one of the following:

- i. Removed from view at request of the author.
- ii. Removed from view at the University's discretion.
- iii. Removed from view by legal order.
- **8.3.3.** Acceptable reasons for withdrawal include:
 - i. Proven copyright violation or plagiarism.
 - ii. Legal requirements and proven violations.
 - iii. National security.
 - iv. Falsified research.

8.3.4. A metadata record(s) indicating the work(s) was/were stored in the repository will remain in perpetuity.

8.3.5. The depositor may request the work(s) is/are removed at any point in the future and can request that their own items are withdrawn from open access view in KU Repository and stored as a closed access item. The final decision remains at the discretion of the University.

9.0. INTELLECTUAL PROPERTY RIGHTS POLICY

- The Repository is managed in accordance with <u>Kenyatta University Intellectual Property</u> <u>Policy</u> and <u>Kenyan Copyright Law</u>.
- Copyright owners retain the copyright for their material stored in the Repository. The University makes every endeavour to observe and abide by current publishers' policies and Kenyan Copyright Law in relation to open access institutional repositories
- 9.1 Kenyatta University Repository respects the author's/creator's copyright for the deposited contents and will at all times adhere to the Copyright Law. If the Repository receives proof of copyright violation, the relevant item will be removed immediately. Furthermore, KU Repository is guided by KU Intellectual Property Policy
- **9.2** All depositors will be required to agree to a non-exclusive KU Repository deposit agreement (Appendix I) in order to give permission for their work to be held in KU Repository, to provide for the distribution of their work, and to allow ongoing preservation of both their work and/or the related metadata.
- **9.3** Every time scholarly work is accessed online via KU Repository, the end user agrees to respect the original copyright of the work, which a depositor has granted access to.

9.4 Where KU, student or member of staff owns the copyright to the work placed in the KU Repository, the KU open access policy will be applied. Where the author is not affiliated to KU, the Creative Commons end-user license will be applied. The Creative Commons license may be viewed at <u>http://creativecommons.org/licenses/by-nc-nd/2.0/uk/(Kenya currently does not have CC licenses)</u>

9.5. Where research is generated as a result of collaboration between multiple authors, KU Digital Repository will accept an author undertaking on behalf of his/her coauthors provided the author has the co-authors' authority to enter into the agreement on their behalf. Should there be an objection raised, the material in question will be withdrawnsubject to further investigation of the complaint.

10.0 Quality Control

As the materials in Kenyatta University Repository will have a bearing on the reputation of the University, all submissions will be subject to the following quality control criteria:

10.1 The Repository staff will review and assess all submissions before making them available

via Kenyatta University Digital Repository for:

i. Eligibility of the depositor/author.

ii. Valid metadata.

10.2 The validity and authenticity of the submission (full text or equivalent) is the responsibility of the depositor.

10.3 Any submissions not meeting the submission criteria will be returned to the depositor together with reasons for refusal.

11.0 Preservation Policy

11.1 Items Will Be Retained Within Kenyatta University Digital Repository Indefinitely.

11.2 Kenyatta University Will Endeavour To Provide Continued Readability and Accessibility

of All Items Deposited in the Repository.

11.3 Withdrawn Items Are Not Deleted *Per Se*, But Are Removed From Public View and Their

Identifiers/URLS Are Retained Indefinitely.

11.4 URLS Will Continue To Point to "Tombstone" Citations, To Avoid Broken Links And To

Retain Item Histories.

11.5 In The Event Of Kenyatta University Digital Repository Being Closed Down, University Will Make All Reasonable Endeavors' To Transfer the Database to another appropriate archive subject to approval by the University Senate.

12.0 Compliance and Monitoring

- The success of this policy depends on commitment of the university to implement and actualize it. In this regard, the University Management has an obligation and responsibility to establish the supporting structures to ensure the implementation of the policy.
- The University Libraryshall manage the repository and will be responsible for:
 - a) Verifying online submissions, validating and enhancing associated metadata and ensuring research outputs are accurately displayed online.
 - b) Organizing copyright clearances to facilitate open access to research outputs wherever possible.
 - c) Initiating and maintaining internet harvesting protocols for the university's research and scholarly output.
- The Institutional Repository activities will be coordinated by an IR administrator, who will carry out the day to day functions of the repository. The Vice Chancellor shall appoint a repository committee to help and oversee the implementation of the repository.
- The DVC (Academic) will be the OVERALL overseer. University Librarian, deans of faculties and directors of schools, institutes and the Board of Postgraduate Studies will be responsible for ensuring that academic staff and students are aware of their obligations to submit their scholarly and research outputs to KU repository to aid the University in exposing its research to the wider global community and thereby enhancing its visibility.
- The ICT Directorate will be responsible for the data interchange and the maintenance of the systems and supporting infrastructure.

Besides the formal review, there will be a content review to ensure the quality of works being deposited. This content review will be the responsibility of the director research

13.0 Compliance with Publisher and Research Funder Policies

- 1. KU policy is compatible with publishers' copyright agreements as follows:
 - For all submitted items the Repository Administrator will check the Publisher's policy. Most policies are documented via the SHERPA/ROMEO database (http://www.sherpa.ac.uk/romeo.php) and Information Services will use this as a major support tool.
 - Many publishers will allow the peer-reviewed final draft to be self-archived, often specifying that a specific acknowledgement be used along with the self-archived item. The Repository Administrator will ensure any such acknowledgements are included in the Repository.
 - Occasionally publishers allow their own final pdf version to be self-archived, in these instances the Repository Administrator will contact the submitter to ask for the appropriate item version.
 - Occasionally publishers will not allow either the author's own final, post refereed version or the publisher's version to be self-archived. In these instances the

Repository Administrator will contact the submitter to inform them, and, if appropriate, recommend that the author's preprint version (pre-refereed version) can be submitted instead if desired by the author.

- 2. For all submitted items, where Research Funder information is supplied, the Repository Administrator will check the Research Funder's policies as regards ensuring Open Access to research results and publications arising from their funding. Policies are documented via the SHERPA/JULIET data base (Research Funders Archiving Mandates and Guidelines http://www.sherpa.ac.uk/juliet/index.html) and Information Services will use this as a major support tool. Where possible, the Repository Administrator will fulfill any archiving requirements on behalf of the submitting author, or alternatively inform them of what they need do to fulfill the conditions of funding.
- 3. Kenyatta University does not require deposit of the full text of books or research monographs.

14.0 Policy Review

In keeping with the dynamic nature of information communication in the scholarly environment, Kenyatta University management shall facilitate the review of this policy from time to time, but not later than five (5) years from the development of this policy. This shall ensure that it remains relevant and addresses the needs of the university community.

15 DISCLAIMER

KU Repository is an online archive not a publisher. The repository administration checks all submissions for format, authors' eligibility and adherence to the repository content Policy. Depositors must agree to the KU Deposit Agreement. Neither Kenyatta University nor the repository guarantees warrants any statements contained within items in the repository. Additionally, neither party will accept any responsibility or liability for any possible mistakes contained therein.

APPENDICES

Appendix I

Deposit Agreement

The Kenyatta University's institutional repository supports the long-term preservation of, and free access to research materials produced by members of the University. To undertake this role, the repository staff needs permission to store, copy and format/manipulate the materials in order to ensure that it can be preserved and made available in the future. This Deposit Agreement is designed to give KU Digital Repository administrators the right to do this and to confirm that the depositor has the right to submit the material to the repository. The Agreement is non-exclusive, and the depositor does not give away any of their rights to KU Digital Institutional Repository.

By agreeing with and accepting this license, I/we

(The author(s), copyright owner or nominated agent)

Agree to the conditions as stated below, for the deposit of the item (Title:

(Also referred to as the Work) in the institutional repository maintained by KU or any other repository authorized for use by KU.

By depositing my/our work in KU Institutional Repository I/we agree to the following:

- i. That I am the author or have the authority of the author/s to make this agreement and do hereby give Kenyatta University the right to make the Work available in the way described above.
- ii. That I am/we are free to publish this work in its present or future versions elsewhere.
- iii. I/we confirm that:
 - (a) I am/we are the copyright owner(s) and/or have the right to make this agreement with you.
 - (b) The work is original and to the best of my/our knowledge does not infringe anyone's copyright.
 - (c) The work does not violate or infringe any intellectual property law.
- iv. I/we agree to:
 - (a) Add the work to the repository so that it is freely available online for the lifetime of the repository.
 - (b) Convert the work as necessary to ensure that it can be read by computer systems in the future.

v. That removal of the item can only be made after approval of the principal repository administrator.

I/we understand that KU Institutional Repository:

- i. May distribute copies of the work (including the abstract) worldwide, in electronic format via any medium for the lifetime of the repository for the purpose of open access.
- ii. May electronically store, convert or copy the work to any medium or format for the purpose of future preservation and accessibility.
- iii. May incorporate metadata or documentation into public access catalogues for the work.
- iv. Shall retain the right to remove the work for professional or administrative reasons, or if it is found to violate the legal rights of any party.
- v. Shall not be under obligation to take legal action on behalf of the depositor or other rights holders in the event of infringement of intellectual property rights or any other right in the material deposited.
- vi. Shall not be under obligation to reproduce, transmit, or display the work in the same format or software as that in which it was originally deposited.

Additionally, I/we also understand that if, as a result of my/our having knowingly or recklessly given a false statement and the University suffers loss, I/we will make good that loss and thus indemnify KU for all actions, suits, proceedings, claims, demands and costs occasioned by the University in consequence of my/our false statement.

While every care will be taken to preserve the physical integrity of the work, KU shall incur no liability, either expressed or implicit, for the work or for loss of or damage to any of the work or associated data.

Depositor's Declaration:

I/ We (The author(s) hereby grant to Kenyatta University Institutional Repository a non-exclusive license on the terms outlined.

I declare that:

- i. I am/we are the owner(s) of the copyright for the whole work (including content & layout), or am duly authorized by the owner(s) or other holder of these rights and I am competent to grant under this agreement, a license to hold and disseminate copies of the material.
- ii. The work is not and shall be in no way a violation or infringement of any copyright, trademark, patent, or other rights whatsoever of any person.
- That if the work has been commissioned, sponsored or supported by any organization, I/we declare that I/we have fulfilled all of the obligations required by such contract or agreement.

Name:	Witnessed by:
	University Librarian:
 (Author/Copyright owner or Nominated Agent)	
	Signed:
School/Faculty:	
Department/Institute:	Date:
Sign:	
	Stamp
Date:	

Appendix II

License Note

NOTE: PLACE YOUR OWN LICENSE HERE This sample license is provided for informational purposes only.

NON-EXCLUSIVE DISTRIBUTION LICENSE

By signing and submitting this license, you (the author(s) or copyright owner) grants to Kenyatta University the non-exclusive right to reproduce, translate (as defined below), and/or distribute your submission (including the abstract) worldwide in print and electronic format and in any medium, including but not limited to audio or video.

You agree that Kenyatta University may, without changing the content, translate the submission to any medium or format for the purpose of preservation.

You also agree that Kenyatta University may keep more than one copy of this submission for purposes of security, back-up and preservation.

You represent that the submission is your original work, and that you have the right to grant the rights contained in this license. You also represent that your submission does not, to the best of your knowledge, infringe upon anyone's copyright.

If the submission contains material for which you do not hold copyright, you represent that you have obtained the unrestricted permission of the copyright owner to grant Kenyatta University the rights required by this license, and that such third-party owned material is clearly identified and acknowledged within the text or content of the submission.

IF THE SUBMISSION IS BASED UPON WORK THAT HAS BEEN SPONSORED OR SUPPORTED BY AN AGENCY OR ORGANIZATION OTHER THAN KENYATTA UNIVERSITY, YOU REPRESENT THAT YOU HAVE FULFILLED ANY RIGHT OF REVIEW OR OTHER OBLIGATIONS REQUIRED BY SUCH CONTRACT OR AGREEMENT.

Kenyatta University will clearly identify your name(s) as the author(s) or owner(s) of the submission, and will not make any alteration, other than as allowed by this license, to your submission.

PREPARED BY:

LIBRARY SUB-COMMITTEE ON IR
CHAIRMAN:
SIGNATURE
DATE

APPROVED BY:

DVC (AA)
(CHAIRMAN, LIBRARY COMMITTEE)
SIGNATURE:
DATE: