



NAZARBAYEV
UNIVERSITY

Policy and Procedures on Open access archives (repository) of the autonomous organization of education Nazarbayev University

Category: Policy

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Applicability: NU and its organizations

Retired Documents:

Title: Regulations on Open access archives (repository) of the autonomous organization of education Nazarbayev University

Date: 15.08.2014

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Approving Authority: Managing Council



Section 1. Purpose and Application

1.1. These Policy and Procedures on open access archives (repository) of the autonomous organization of education Nazarbayev University (hereinafter – the “Policy and Procedures”) establish the framework for the Nazarbayev University Repository (hereinafter – “NU Repository”) of the autonomous organization of education Nazarbayev University (hereinafter – “NU” or the “University”) in alignment with the legislation of the Republic of Kazakhstan and the Charter of the University, and define its fundamental objectives, principles, and operational guidelines.

1.2. The primary goal of the NU Repository is to collect, preserve, and provide open access to the academic and research outputs of the University as well its organizations, thereby enhancing visibility and promoting scholarly communication

Section 2. Terms / Definitions

2.1. The following terms and definitions are used in these Policy and Procedures:

1) **Administrator** is an employee of the University who is responsible for management of the NU Repository and provides advisory assistance on self-archiving;

2) **Author** is the creator of an original work of science, literature, art and can be:

University staff;
students;

other individuals who are otherwise associated with the University and its organizations and are authorized to use the University’s name, facilities and/or services when engaging in research activities (this includes those holding visiting, honorary or emeritus status);

3) **Embargo** refers to a predetermined period during which the distribution or release of the submitted work is delayed or restricted. This temporary restriction is commonly used to control the timing and manner of publication, and to provide sufficient time for review and verification of the content;

4) **License Agreement** is an agreement between an author or other copyright holders and the University, which constitutes the author's/other copyright holders’ permission to deposit, archive, preserve and make submission available in the NU Repository on the terms set out in this agreement;

5) **Metadata** refers to structured information that describes, explains, locates, or otherwise facilitates the retrieval, use, or management of an information resource;

6) **NU Repository** is an institutional electronic archive designed for the long-term preservation, aggregation, and dissemination of scientific research outcomes and intellectual property produced by NU community (employees, students and individuals under service contracts) and its organizations;

7) **Open access** refers to free, immediate, and online access for any user to any item available in the NU Repository;



8) **Right Holder** is an individual or entity that possesses the exclusive property rights to a particular work or intellectual property, such as an author, creator, or institution, granting them control over its use, distribution, and reproduction;

9) **Self-archiving** refers to the independent placement of a work by the author or other right holders who signed the license agreement of accession;

10) **User** refers to an individual who visits the NU Repository's website and uses its resources and content for purposes that do not contradict the legislation of the Republic of Kazakhstan, these Policy and Procedures;

11) **Work or Submission** refers to a file or set of files submitted by the author or other copyright holder to the NU Repository, which contains research outputs and/or data, presented in a digital form.

Section 3. Main Provisions

3.1. Roles and Responsibilities

3.1.1. The Author or the Right Holder must comply with the following general requirements:

1) to sign the license agreement (Appendix 1 or Appendix 2 of these Policy and Procedures) and submit it to the Library;

2) to provide all required metadata during submission to the NU Repository. For datasets, The Author or the Right Holder must provide basic metadata for the dataset (such as title and creator) along with a readme file describing its contents;

4) to ensure that research involving human subjects is appropriately anonymized, and the release of data is approved by NU Institutional Research Ethics Committee (if applicable);

5) to inform the NUIITS of any unauthorized access to the NU Repository using their account and/or password;

6) to be fully responsible for all actions taken under their account in the NU Repository, and any activities performed are attributed solely to the Author or the Right Holder respectively.

3.1.2. When using the NU Repository, the Author or the Right Holder is prohibited from:

1) uploading, posting, and/or distributing documents and materials that are unlawful, harmful, defamatory, promoting violence and cruelty, hatred or discrimination against individuals or groups based on racial, ethnic, sexual, religious, or social grounds, containing insults against any individuals or entities, containing elements of pornography, child pornography, advertising goods and services, explaining the procedure of manufacture, application, or other use of narcotic and psychotropic substances or their analogues, explosives or other weapons;

2) uploading, posting, and/or distributing works not allowed by the current legislation of the Republic of Kazakhstan;

3) performing any act aimed at violating the restrictions and prohibitions imposed by these Policy and Procedures.

3.1.3. The Users of the NU Repository are requested to:



1) not to try to identify individuals included in data or infringe upon their privacy or confidentiality. If the users do unintentionally identify anyone, then the users should contact Library Research Support Office at lrso@nu.edu.kz;

2) when using items from the NU Repository, to give proper credit to the creator and source, including persistent URLs;

3) use the materials in the NU Repository solely for educational, research, and non-commercial purposes.

3.1.4. The responsibilities of the NU Repository administrators:

1) managing the collections of the NU Repository;

2) moderating and editing metadata;

3) providing access to content that is not embargoed or otherwise restricted;

4) providing guidance to authors on matters related to self-archiving;

5) in case of identification of the individuals mentioned in Sub-Clause 1) Clause 3.1.3. to ensure the safety of personal data.

3.1.5. The University does not accept liability for any losses or damage arising directly or indirectly from reliance on the information contained within the NU Repository.

3.2. Procedure of Depositing

3.2.1. Work may be submitted to the NU Repository only with a signed license agreement of the Author or the Right Holder unless the work is already distributed under an open-access license. The submission must include all necessary metadata to be accepted for publishing.

3.2.2. To use the NU Repository for self-archiving and storage, the Author or the Right Holder must log in to the website at <http://nur.nu.edu.kz>

3.2.3. Access to full texts may be either open to Users, with the possibility to copy and quote materials from the NU Repository while respecting the non-property rights of the Author or the Right Holder, or closed, with the possibility to request a copy of the full text from the Author or the Right Holder, indicating the purpose of the use of the publication.

3.2.4. In certain circumstances, works may be placed in the NU Repository under an Embargo. Embargoes are intended only for documents that meet one or more of the following criteria:

1) the work was produced with commercial sponsorship and contains sensitive information that should not be released until an agreed date;

2) author is considering publishing all or parts of the work content in a journal article, book chapter, or book;

3) author is considering or in the process of applying for a patent based on Author's research findings;

4) the work contains a significant amount of copyrighted, confidential, or legally sensitive material that is not feasible to redact or remove;

5) the work content may pose a risk to the personal safety of the author or individuals referenced in the thesis if made publicly available;

6) the embargo is for other reasons. There are unusual circumstances and strong justifiable reasons (not listed above) which warrant an embargo.



3.3. Submission Types and Formats

3.3.1. NU Repository accepts various types and formats of research outputs, including but not limited to scientific articles, reports, theses and dissertations, books, conference proceedings, digital texts, maps, audio data, images, video presentations, interactive multimedia materials, and any other scholarly items that contribute to the advancement of knowledge.

3.3.2. NU Repository supports file types and extensions that are compatible with the current version of DSpace used for the repository website.

3.4. Copyrights & Intellectual Property

3.4.1. The Author or the Right Holder shall grant the University a non-exclusive right to store, backup, and disseminate the work on the NU Repository for non-commercial purposes.

3.4.2. The Author or the Right Holder of the work must hold either the copyright or the right to deposit for open access and be willing to provide permission to the University to make the content publicly accessible.

3.4.3. The University does not provide any remuneration to the Author whose works were submitted to the NU Repository.

3.5. Access & Withdrawal

3.5.1. The Author or the Right Holder may set an Embargo for up to 36 months if the requirements specified in Clause 3.2.4. of these Policy and Procedures are applicable. On the expiry of the Embargo period, the item will be openly available.

3.5.2. In exceptional circumstances, the University may consider changing the type of access to publicly accessible content upon the written request of the Author or the Right Holder. The Author or the Right Holder may also request that content be replaced with an updated or revised version.

3.5.3. The work may be withdrawn from the NU Repository under the following conditions:

- 1) proven copyright violation or plagiarism;
- 2) legal requirements or proven legal violations;
- 3) national security;
- 4) falsified research;
- 5) formal written request from the Author or Right Holder providing a justifiable reason for withdrawal.

3.5.4. Withdrawn items may not be deleted from the NU Repository but will be removed from public view, only metadata associated with withdrawn items may be retained indefinitely.

Section 4. Waiver

4.1. Not applicable.



Section 5. Temporary Provision

5.1. Not applicable.

Section 6. Revision

6.1. These Policy and Procedures shall be reviewed every year within three years after their approval and revised if necessary.

Section 7. Related Documents

7.1. Open Access Policy approved by the decision of the Academic Council dated March 20, 2019 No.23.



Nazarbayev University Repository Deposit License Agreement

1. General provisions

1.1. The autonomous organization of education Nazarbayev University (hereinafter – the “University”) offers to you (the Author or Right Holder) to use the Nazarbayev University Repository (hereinafter - “NU Repository”) under the terms and conditions of this Nazarbayev University Repository Deposit License Agreement (hereinafter – the “Agreement”). The Agreement shall become effective from the moment the Author or the Right Holder signs the Agreement and expresses consent to its terms as provided in Clause 1.4 of the Agreement.

1.2. The University grants the Author or the Right Holder access to the NU Repository for the purpose of self-archiving and storage of their submissions. All the University services associated with the NU Repository are subject to the terms of this Agreement and internal regulations of the University.

1.3. The use of the NU Repository is governed by the Policy and Procedures on Nazarbayev University Repository of the autonomous organization of education Nazarbayev University, which is available in the NU Internal Regulations Repository (<https://regulations.nu.edu.kz/>).

1.4. By using the NU Repository for self-archiving and storage, the Author or the Right Holder is deemed to have accepted the terms of this Agreement in full, without reservations or exceptions. If the Author or the Right Holder disagrees with any provision of this Agreement, he or she may choose not to submit their publication to the NU Repository. If the University makes changes to this Agreement as provided in Clause 3.1 below, to which the Author or the Right Holder does not agree, the Author or the Right Holder has the right to terminate this Agreement with the University.

2. Terms of usage of NU Repository

2.1. The Author or the Right Holder shall have the full power and authority to enter into this Agreement and deposit material to the NU Repository.

2.2. The deposited material shall be original work and does not infringe the intellectual property rights, including copyright, of any third party, nor contain any confidential information, or personal and/or restricted data.

2.3. The Author or the Right Holder must submit the version of the work that is permitted by their agreement with the publisher.

2.4. The Author or the Right Holder shall grant the University a non-exclusive right to store, backup, and disseminate material that is the subject of this Agreement



on the NU Repository for non-commercial purposes with one of the following levels of access for the users of the NU Repository:

in open access,

☒ or in Embargo for ☐ 1 year ☐ 2 years ☐ 3 years

(after the specified date the document will be automatically placed in open access for all users, except in cases where withdrawal is required as outlined in Subclause 3.5.3. of the Policy and Procedures).

3. Final revisions

3.1. The University reserves the right to amend this Agreement without prior notice, and the new version of the Agreement shall become effective after its approval by the decision of the Managing Council and its publication in NU Internal Regulations Repository, unless otherwise specified in the new version of the Agreement.

3.2. Issues not covered by this Agreement, all possible disputes arising from relations governed by this Agreement shall be settled in accordance with these Policy and Procedures, internal regulations of the University and the legislation of the Republic of Kazakhstan.

3.3. I acknowledge and agree that I have read and understood the Policy and Procedures and that my deposit complies with those terms. I acknowledge that the NU Repository terms of use may be amended from time to time and that then current Policy and Procedures will apply to my submission.

By signing below, I hereby acknowledge and accept the terms of Agreement and that I have read and understood provisions of the Policy and Procedures on Open Access Archives of the autonomous organization of education Nazarbayev University:

Department/School

**Author's/Right Holder's
Full name**

Title of submission

Email

Date and Signature



Appendix 2 to the Policy and Procedures
on Nazarbayev University Repository
of the autonomous organization
of education Nazarbayev University

Thesis License Agreement and Embargo Request Form for NU Master and PhD Program Graduates

1. Instructions

- 1) Please ensure that this form is completed in clear and legible print.
- 2) Title Page Requirements: This section outlines the mandatory elements that must be included on the title page of the thesis. Please adhere strictly to these guidelines.
- 3) Author or Right Holder and Title Information: Complete this section with the required information regarding the author and the title of the thesis. Ensure that all details are accurate and comprehensive.
- 4) Thesis Deposit Requirements: Carefully review the instructions in this section to understand the specific requirements for depositing your thesis.
- 5) Type of Access: Select the appropriate options regarding the deposit and retention of your thesis. Ensure that your choices reflect your intended level of access.
- 6) Confidentiality, Copyright, and Redacted Material: Complete this section with the necessary information regarding any confidential, copyrighted, or redacted material in your thesis.
- 7) Deposit Agreement Statements: Read each statement carefully and indicate your agreement by ticking the appropriate boxes.
- 8) Signatures and Supporting Documentation: Provide the required signatures and any necessary supporting documentation to complete your application.

2. Title page & Abstract Requirements

The title page of the thesis must include the following information in the specified order:

- 1) the full title of the thesis, as approved by your school and supervisor;
- 2) the full names of the authors;
- 3) the qualification for which the thesis is submitted;
- 4) the month and year of submission.

The electronic version of the thesis must contain an abstract of no more than 400 words, providing an accurate summary of the thesis.



3. Author, Title, Degree and School/Department information

Author's/Right Holder's Full Name(s):

.....

Title of the Thesis/Capstone

Project:

.....

.....

The Qualification for which the Thesis/Capstone Project is submitted:

.....

Department/School:

Program:

Month and Year of Submission:

Declaration

☐ I confirm that the details provided above are accurate.

Author's/Right Holder's Signature and

Date:

4. Thesis Deposit Requirements

To deposit your thesis, please ensure you complete the following:

- 1) provide any necessary comments;
- 2) confirm that you have submitted a digital copy of the thesis with all confidential material removed or redacted;
- 3) confirm that you have uploaded a copy of the thesis to the NU Repository;
- 4) confirm that your thesis does not infringe upon Copyright Law or any other relevant legal regulations;
- 5) indicate the type of thesis embargo/redaction you wish to apply for;
- 6) select one of the following statements below regarding your preferred thesis embargo status;
- 7) provide copies of confirmations from your Supervisors/Head of Schools/Deans that your application for embargos or redactions is approved;
- 8) note: The Library Research Support Team is available to assist with any questions or concerns. Contact: lrs@nu.edu.kz.

5. Acceptable reasons for an embargo



- 1) The thesis was produced with commercial sponsorship and contains sensitive information that should not be released until an agreed date.
- 2) You are considering publishing all or parts of the thesis content in a journal article, book chapter, or book.
- 3) You are considering or in the process of applying for a patent based on my research findings.
- 4) The thesis contains a significant amount of copyrighted, confidential, or legally sensitive material that is not feasible to redact or remove.
- 5) The thesis content may pose a risk to the personal safety of the author or individuals referenced in the thesis if made publicly available.
- 6) The embargo is for other reasons. There are unusual circumstances and strong justifiable reasons (not listed above) which warrant an embargo.

6. Type of access (deposit and retention of your thesis)

Please read this form carefully and complete it by selecting the appropriate options regarding the deposit and retention of your thesis.

Choose one of the following statements.

☐ **No Embargo Required.**

I do not require my thesis to be embargoed, and I agree to publish my thesis in open access.

Explanation: The NU Repository is used by the University to archive and disseminate research outputs of its community and worldwide. Please note that open access may affect your ability to publish your work as a journal article, book chapter, or patent. Additionally, some future employers and institutions may not recognize open access as a formal publication. Your thesis will be available online, which may lead to third-party use of your information.

☐ **Embargo pending publication**

This embargo is requested because I am considering publishing all or parts of the thesis content in a journal article, book chapter, or book. The metadata and abstract of the thesis can be accessible in the NU Repository.

I wish to deposit the full text of my thesis in the NU Repository with an embargo of:

- ☐ 1 year
- ☐ 2 years
- ☐ 3 years

Please note this must be agreed with your thesis supervisor.

☐ **Embargo pending patent application**



This embargo is requested because I am in the process of applying for a patent based on my research findings. The metadata and abstract of the thesis can be available in the NU Repository.

I wish to deposit the full text of my thesis in the NU Repository with an embargo of:

- ☐ 1 year
- ☐ 2 years
- ☐ 3 years

Please note this must be agreed with your thesis supervisor.

☐ **Embargo for other reasons**

The reason I am seeking an embargo is:

.....
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.....
.....
.....

Please note this must be agreed with your thesis supervisor.

The metadata and abstract of the thesis can be available in the NU Repository. I wish to deposit the full text of my thesis in the NU Repository with an embargo of:

- ☐ 1 year
- ☐ 2 years
- ☐ 3 years

☐ **Request for Embargo**

Please note: A request for all Embargos must be accompanied with a letter from either the Thesis Supervisor or Head of School (whichever is appropriate) supporting the application for an Embargo.

If an embargo is requested and exceeds three years, please specify the desired duration and a reason why a longer period is requested:

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.....
.....

Please contact your thesis supervisor or school administration for further information. You will also need the Director of the Library to authorize your request.

7. Confidentiality, Copyright, and Redacted Material

If your thesis contains confidential material, it must be removed or redacted from the deposited version and should not be publicly available. The thesis must not include any content that infringes the Law of the Republic of Kazakhstan dated June 10, 1996, No. 6-I "On Copyright and Related Rights".



☐ I confirm that I have submitted a digital copy with all confidential material removed or redacted, including clinical practice components where applicable.

Redaction: If specific information has been deleted or obscured, please provide a reason for the redaction and details of the redacted content:

.....
.....
.....

I confirm that my thesis does not contain material that infringes the Law of the Republic of Kazakhstan dated June 10, 1996, No. 6-I "On Copyright and Related Rights" or any other compliance law.

8. Deposit Agreement Statements

☐ I confirm that I am the author, the right holder or co-author of the thesis and have the authority to enter into this agreement, thereby granting NU the right to make the thesis available as outlined in this agreement.

☐ I understand that the rights granted to the NU Repository through this agreement are non-exclusive and royalty-free. I am free to publish the thesis elsewhere in its present or revised form.

☐ I agree that Library Services, or any third party with whom NU has an agreement, may, without altering the content, transfer the thesis to any medium or format for future preservation and accessibility.

☐ I understand that once the thesis and/or metadata is available in the NU Repository, it will be indexed by search engines and AI tools, making it accessible to anyone with internet access.

☐ I agree that an electronic copy of the thesis being included in the NU Repository may be accessed by a third party with whom NU has an agreement to disseminate its research content, including the full text or metadata of the thesis, to promote NU's research output globally.

☐ I understand that once the thesis is available in the NU Repository, a citation to it will always remain visible.

☐ I confirm that I have exercised reasonable care to ensure that the thesis is original and, to the best of my knowledge, does not breach the Law of the Republic of Kazakhstan dated June 10, 1996, No. 6-I "On Copyright and Related Rights" or infringe upon third-party copyright or intellectual property rights. Where third-party copyright material is included, I have fully acknowledged the source.

☐ I understand that NU places great importance on adherence to professional and ethical obligations, and it is essential that no materials are deposited in the public domain that could compromise the confidentiality or welfare of participants, clinical patients, or clients.

☐ I understand that NU is not obligated to take legal action on behalf of the author or other right holders in the event of a breach of intellectual property rights in this thesis.



☐ I understand that under certain circumstances, I may request, or be advised by my supervisor to request, an embargo on the thesis, and this will not adversely affect the assessment of the thesis for an award.

9. Signatures and Supporting Documentation

Author's/Right Holder's

Signature:

Date:

Printed Name and Date:

Email Address (for post-graduation queries, please do not use your NU email address):

10. Supervisor and Departmental Approval

Please ensure your supervisor and department support your application for an embargo or redaction. If these sections are not completed, your application may be rejected, which could delay your graduation.

Supervisor's Details:

Full Name:

Signature:

Title/Position:

Department:

Email Address:

Phone Number:

Supervisor's

Comments:

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☐ I support this application.

☐ I do not support this application.

Head of Department:

Full

Name:

Signature:

☐ I support this application.

☐ I do not support this application.

Embargos requested for more than 3 years

The Director of the Library must approve all applications for embargoes more than 3 years.



Director of Library:

Full Name:

Signature:

- ☐ This application is approved.
- ☐ This application is not approved.