

AGREEMENT REGARDING PUBLICATION IN THE UNIVERSITY OF TURKU PUBLICATIONS ARCHIVE

1. Contracting parties

Author/s of the Work _____

Hereinafter Author _____

If the Work is an administrative publication of the university, (e.g. study guide, TE plan), the editor's information.

Title or occupation: _____

Address: _____

Publisher: University of Turku (hereinafter UT)

2. Work

Complete title of the Work _____

Hereinafter Work

3. Type of publication

Method of publication. Select the appropriate of the following:

- University's own publication that will also appear in print
- University's own publication that will only appear as a web edition
- Parallel copy of work published/intended for publication elsewhere (e.g. doctoral thesis, other publication, chapter in compiled work, parallel copy of an article)

4. Purpose of the agreement

By signing this agreement, the Author of the Work grants the University of Turku (hereinafter UT) the right to publish his/her work in the Publications Archive maintained by the university (or a party authorised by the university). The University of Turku shall have the right to distribute the

Work in an open data network to the public for browsing, copying and printing. The Author also confers the right to technical copies that are necessary for providing the service and for distributing information.

Furthermore, the Author gives UT the right to provide a digital copy of the Work and any paper copies made by either printing out or using another printing method to produce the Work on paper to the Finnish National Library for the universities' shared information system containing university publications, and for permanent storage.

5. The Author's duties

The Author shall submit the Work to the publications archive in a manner specified by UT.

The Author is personally responsible for the content of the publication and his/her rights regarding the publication, and for finding out about the rights associated with the Work. The Author declares he/she has the necessary rights to sign this agreement. Such rights include the rights to any visual presentations and any other collateral material. The Author further declares that he/she has had the appropriate access right/permit to collect the material for the research and for the use of the equipment and computer software used in carrying out the research. If the Work has already been published elsewhere (the Work is published as a parallel copy of work already published/intended for publication), the Author affirms he/she has ascertained that the original work's publisher permits the publication of the parallel copy in the university publications archive. In this case, the Author must comply with any restrictions imposed by the publisher of the original copy on the publication of a parallel copy (e.g. time limitation, a version permitted by the publisher).

6. Compensation

The Author will not receive any royalties for the Work (applies to all forms of publication) nor any revenue from the sale of printed copies of the Work.

The contracting parties shall not be entitled to collect any fees or compensation from the public for accessing the digital copy of the Work on the university server via data networks.

7. Copyright

The Author owns all copyrights to the Work insofar as he/she has not assigned copyrights to third parties/copyrights are not owned by a third party. The Author of the Work shall be responsible for finding out these rights.

8. Right to distribute

The University of Turku shall have the right to distribute the Work to the public in digital format until this agreement is no longer effective.

UT shall have a permanent right to convert or copy the Work to another file format if this is necessary for the distribution of long-term storage of the Work. The university, or a party it has authorised, such as the National Library, may also make copies of the digital version of the Work on paper either by printing, by using other printing technique methods if deemed necessary for the long-term preservation of the information.

9. Termination of the agreement

The Author may terminate this agreement by notifying the university thereof in writing. This notification can be made in a free-form letter.

UT may terminate this agreement immediately without any period of notice if it turns out that the Author has provided incorrect or misleading information when signing this agreement. The termination of the agreement shall not release the Author from his/her responsibilities and any claims for damages.

After the agreement has been terminated, UT shall no longer have the right to keep the Work in a data network for public access.

If the cause of termination is breach of contract by the Author, the Author shall be liable to compensate UT for all costs and indirect damages resulting from the termination. The Author shall be responsible for all third party claims.

10. Changes to be made in the service

UT shall, at any time, have the right to make changes to the distribution service if such changes are deemed necessary for the functioning of the service. The changes made to the service need not be reported to the Author of the Work in advance. UT is also entitled to discontinue the service.

Furthermore, UT shall be entitled to assign the digital distribution of the Work to a third party. Such third party may be e.g. the National Library or a national library consortium.

UT shall not be required to notify the Author of the Work in advance of the transfer of the distribution of the digital copy to a third party as specified in sub-paragraph 2. If the service is fully discontinued in a situation where no other non-profit party assumes responsibility for continuing the service, UT must publicly notify of such discontinuation in the Official Journal or another public method of notification available to the authorities at the time in question three months before the service is discontinued.

The Author shall not be entitled to claim compensation for the discontinuation of the distribution of the digital copy.

11. Settlement of disputes

Any disputes arising from the interpretation of this agreement shall primarily be resolved through negotiation. If negotiations do not result in a resolution, the dispute shall be referred to the District Court of Turku for resolution. Disputes shall be resolved according to Finnish legislation.

12 Copies of the agreement

This agreement was drawn up in two identical copies, each party retaining one copy.

Privacy notice

The personal data given on this agreement will be processed only to fulfill the obligations of the contractual relation created between the signatory and the University of Turku. No data will be collected from any other source and all data on this agreement form is based on the data given on this agreement form by the signatory of the agreement. The data is not given to any third parties. The signatory of this agreement has the right to access his or hers own data and the right to correct any false information.

The agreements are made in paper form. The data is not collected or saved in any electronic register. The agreement forms are kept in a locked space and only the members of the publication team of the Turku University Library have access to them in order to be able to perform their responsibilities. The agreements will be archived permanently in the Turku University Central Archives. The agreements are kept in Finland.

If an author does not want to give the information required on this agreement form, it is not possible to publish his or her work in the Publication archive.

The signatory of this agreement has the right to make a complaint about the collection of data to the supervising authority.

Turku University Data Protection Officer: dpo@utu.fi

Place _____ Date ____/____/20__

Representative of the University of Turku Author/s of the Work
