

General Agreement concerning Electronic Publishing of Articles Included in Doctoral Dissertations

Between

Lund University, Lund University Libraries, P.O. Box 134, S-221 00 Lund, Sweden, hereinafter referred to as the University.

and

Elsevier Science, Subsidiary Rights Department, P.O. Box 800, Oxford OX5 1DX, UK

hereinafter referred to as the Publisher

Background

The University is planning to publish full text electronic versions of doctoral dissertations on a non-commercial web site, solely for non-profit research and educational purposes. The Publisher may hold copyrights to articles included in such dissertations. Thus, permission from the Publisher to publish the article electronically may be required.

Scope

Unless otherwise is specifically agreed upon between the parties, this Agreement applies to all articles that have been or will be published by the Publisher, which are included in doctoral dissertations produced entirely or in part at the University. Subject to the below provisions the Publisher hereby grants the University permission to publish and print, as limited in the following, articles that have been published or submitted to the Publisher for publishing.

Provisions concerning the web publishing

The University is entitled to publish the articles on its web site only as follows:

- a) free of charge, for non-commercial purposes
- b) subject to authorization by the author(s) of the articles
- c) subject to authorization by other holders of intellectual property rights pertaining to the material
- d) including relevant copyright information and acknowledgements pertaining to the Publisher and other known copyright holders or sources
- e) not within 3 months of the initial publishing, unless the Publisher has granted a shorter period.
- f) as an integrated part of the complete dissertation, which shall be in pdf or similar format, preferably laid out like the printed version of the dissertation. Should certain parts of a dissertation need to be excluded from publication, the dissertation shall, for the purpose of this Agreement, be regarded as complete without such parts.
- g) in a format or fashion that allows print-out of the dissertation by end users, over the Internet.

Technical adaptation and adjustments

The University shall have a right, for technical reasons, to make adjustments, changes of format or similar changes in the articles for the purpose of publishing them on the web site. In doing so the University shall strive to be faithful to the original layout of the dissertation or article.

Print-on-demand

The University shall have a right to print-on-demand for non-profit purposes by printing, on request, small numbers of paper copies of the dissertation/article and to distribute the copies to individuals, for their personal use. The University is entitled to charge only a reasonable fee for such copies to cover actual copying costs.

Linking

Both Parties have the right to use hypertext links from their own web site to the web site of the other party. Such links may not be used in a way that is likely to cause confusion as regards affiliation between the parties or ownership to any material.

Trademarks

The University may use the name, logotype or other trademark of the Publisher on the University web site in connection with the articles, as a link to the Publisher's web site, provided that the Publisher gives the University all necessary information. The right to use logotypes or other trademarks may be revoked or altered with one month prior written notice.

Storing

For the purpose of making the articles available to the public as stated above, the University shall have a right to store such material electronically.

Remuneration

The University shall not pay any royalties or other remuneration to the Publisher or the author for the right to use the articles according to this agreement.

The rights of the publisher

The publisher shall have a right to demand that corrections are made if serious errors are discovered in an article. The University shall, within reasonable time from such demand, take appropriate steps to investigate and correct such errors.

Reference to the publisher on the web site/citation

The University shall state the name of the Publisher and similar general information on the web site, adjacent to the link to the dissertation or article as follows:

The said information may, at the sole option of the Publisher, include a hyper link to the following Internet site, belonging to the Publisher:

Acknowledgements in the dissertations

Included in the electronically published dissertation shall be an acknowledgement referring to the article and the Journal including the following information: "*Reprinted from (Journal Title), Volume No., Author(s), Title of Article, Pages No., Copyright (Year), with permission from (The Publisher).*"

Right to terminate or refuse publishing

The University reserves the right to refuse or terminate publishing according to this Agreement if it, at the sole opinion of the University, should be regarded as illegal or otherwise inappropriate to publish it on the Internet.

Termination

This Agreement can be terminated by either party with three months prior written notice. All Articles that have been submitted to the Publisher before or within three months of notice of termination may continually be published by the University according to this Agreement, without limitation in time.

Term

This Agreement shall be valid from the date of signing and shall have an initial term of two years. The Agreement shall thereafter run for an indefinite term, until terminated by either party with six months prior written notice.

Disclaimer

The University has no obligation to proof-read the dissertations or articles and is not in any way responsible for the contents of the dissertations nor for any actions by the Author. The University shall not be liable for any damage in relation with this Agreement, unless due to a breach of this Agreement caused by intent or gross negligence on the part of the University. The University shall, in no case, be liable for indirect damages.

Waiver

No consent or waiver, express or implied, by either party of any breach or default of the other party in performing its obligations under this Agreement shall be deemed or construed to be a consent or waiver of any other breach or default by the other party of the same or any other obligation hereunder.

Headings

The use of headings is only intended to make the Agreement easier to read and shall not have any effect on the interpretation of the Agreement.

Dispute resolution and governing law

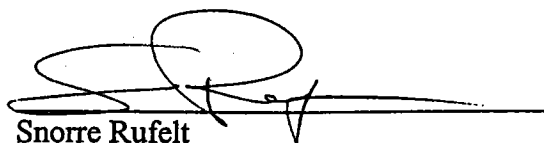
Should a dispute pertaining to this Agreement arise between the parties, the parties shall try to solve the dispute by appointing a mediator and taking part in negotiations. Should mediation not solve the dispute, it shall be settled by arbitration in Lund, Sweden, according to the Swedish Arbitration Act (SFS 1999:116).

This Agreement shall be construed in accordance with and governed by the laws of Sweden.

This Agreement has been executed in two identical copies of which the parties have taken one each.

Lund University, Apr. 06, 2001 Lund
Date Place

The Publisher, 1/6/01 Oxford
Date Place



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