

AGREEMENT TO PUBLISH A THESIS IN DIGITAL FORMAT IN THE UNIVERSITY OF TURKU PUBLICATIONS ARCHIVE

1. Contracting parties

Author/s of the thesis: _____

Hereinafter Author _____

Address: _____

University of Turku (hereinafter UT)

2. Information regarding the thesis

Complete title of the work: _____

Hereinafter Work

The thesis is (please select type):

- Master's thesis/Diploma thesis (technology studies)
- Licentiate thesis

Faculty and department in which the Work was approved (Master's thesis) or faculty and department in which the licentiate thesis is presented for examination (cross over the inappropriate option):

- Faculty of Humanities
- Faculty of Mathematics and Natural Sciences
- Faculty of Medicine
- Faculty of Education
- Faculty of Social Sciences
- Faculty of Law

Department and subject:

3. Purpose of the agreement

By signing this agreement, the Author of the Work grants the University of Turku (hereinafter UT) the right to digitally publish his/her (Master's/Diploma/Licentiate) thesis. By virtue of this agreement, the university has the right to publicly distribute the thesis via a data network for reading, copying and printing. Furthermore, the Author confers the right to generate digital copies that are necessary for the technical functioning of the service.

The Author also 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 or on a storage medium equivalent to paper to the Finnish National Library for the universities' shared information system containing university publications and theses. The Author also accepts that a digital free copy of the Work will be given to the National Library.

4. The Author's duties

The Author shall submit the thesis in a format required by the university and in a manner specified by the Faculty. The Author shall be responsible for the layout and proofreading of the thesis, and for preparing a copy required for network distribution.

The Author is personally responsible for the content of the thesis and his/her rights regarding the thesis. The Author declares he/she has the necessary rights to sign this agreement. Such rights include the rights to any visual presentations and tables as well as any other collateral material contained in the thesis. 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.

The Author affirms that the copy of the Work he/she submits is identical with the paper copy submitted to the university. If the Work consists of a summary section and articles published elsewhere, this requirement shall only apply to the summary section of the Work.

5. UT's duties

UT shall be responsible for ensuring that the Work is registered in the appropriate library catalogues and information systems, and for providing access to the publication itself.

Paragraph 9 contains provisions regarding UT's rights to change the digital copy distribution service.

6. Compensation

The Author shall not receive any royalties for the digital distribution of the thesis. 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. Network access refers to the distribution, downloading or browsing of a file on a work station.

7. Copyright

The Author shall own the copyright to the Work. The Author has the right to publish the Work as such or parts of it elsewhere. If the Author signs another publication agreement for the Work, he/she should take this agreement into consideration and, where a digital copy is concerned, particularly the facts regarding its free distribution. If the other publisher does not accept the free distribution of the digital copy, the Author must cancel this agreement in accordance with section 8. However, UT shall always have the right to the permanent storage of the Work. The right to storage shall apply to all forms of publication of the Work.

The library 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 distributing the Work or for long-term storage. The university may also make copies of the digital version of the Work on paper either by printing, by using other printing technique methods or other similar techniques if deemed necessary for the long-term preservation of the information.

8. Termination of the agreement

The Author may terminate the distribution rights regarding the digital copy of the thesis at one month's (1 month) notice. Termination of the agreement must be carried out in writing 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. If necessary, the Author must compensate the university for any damages incurred to the university. The Author shall be solely responsible for all third party claims.

After the agreement has been terminated, UT shall no longer have the right to keep the Work in a data network for public access. Regardless of the termination, UT shall continue to have the right to the permanent storage of the paper copy and the digital copy of the Work, and the right to convert the digital copy of the work to another file format to ensure the long-term preservation of data.

The digital free copy submitted by UT to the Finnish National Library shall also be stored permanently in the National Library even if the Author had terminated the right to distribute the digital copy. Regardless of the termination of the agreement, the public will have the opportunity to browse the digital free copies in the National Library's possession using equipment especially reserved for this purpose in the free copy libraries.

9. Changes to be made in the service

UT shall, at any time, have the right to make changes to the distribution service of the digital copy 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 party specified in sub-paragraph 2 of this section. 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.

10. 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.

11. Copies of the agreement

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

Place _____ Date_____/____/200__

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