

## Publication Conditions at Linköping University Electronic Press

This document is used as **Appendix 1** to publication agreements at the Electronic Press, and constitutes an integral part of each agreement where it is used.

### Introduction

Linköping University Electronic Press (LiU E-Press) has been created to provide an electronic publishing service for Linköping University, and started to operate on October 1, 1996.

LiU E-Press is a separate unit within the university. Its mission is to make academic texts available in electronic form with open access over the Internet, in order to maximize the availability of this work. LiU E-Press does not seek to obtain exclusive rights to published documents, and the copyright for the work remains with the author. Authors are encouraged to allow unlimited copying and redistribution of work that is published at LiU E-Press.

### Ethical Considerations

All publishing via LiU E-Press must confirm with the IT policy of Linköping University. In particular, like any other IT resource at the university, publication at LiU E-Press may not be used to slander, insult or humiliate individuals or organisations. The user may not hide his/her identity when publishing on [www.ep.liu.se](http://www.ep.liu.se). For further details, please refer to the university IT policy documents for [employees](#) or for [students](#), and to the [LiU E-Press Policy Document](#).

### 1. Definitions

**Work** is the monograph, article, journal article, report, conference proceedings, licentiate thesis, doctoral thesis, student thesis or other electronic publication published on [www.ep.liu.se](http://www.ep.liu.se), which is created by the Author.

**Server** One or several computer systems which is/are operated by LiU E-Press, or by a third party which has been licensed for this purpose by LiU E-Press, and containing adequate hardware and software making it possible for users of the Internet or other similar networks in the future to obtain copies of electronic documents which are stored in the said server, to read them on line, and to obtain printouts of them.

**Copyright holder** The holder of the copyright of the Work on the day of signing the present agreement. It is understood that the Copyright holder has granted the Author the right to post the Work on a website that is operated by the Author's employer.

### 2. Grant

2.1 Subject to the terms and conditions of this Agreement the Author grants to LiU E-Press the nonexclusive royalty-free right to publish the Work on one or more Servers, as permitted by the Copyright holder, if the latter is not the same as the author. This right will be automatically revoked in those cases where the Copyright holder has the right to and does revoke its permission to the Author.

- 2.2 LiU E-Press may entirely or partially assign its rights and obligations under this Agreement to any third party, directly or indirectly linked to Linköping university.
- 2.3 LiU E-Press may print the Work upon request from a third party for their non-commercial use and LiU E-Press may recover the cost of such printing (i.e. a Print-on-Demand service).

### **3. LiU E-Press' obligations**

- 3.1 LiU E-Press shall
  - 3.1.1 keep the Work available for Internet-users from the date of signing this Agreement;
  - 3.1.2 in those cases where the Copyright holder is not the Author, respect and implement the requirements of the Copyright holder concerning the proper presentation of the Work, for example, by identifying the Copyright holder on the website;
  - 3.1.3 take all reasonable technical and administrative measures to ensure that the published Work in its published form cannot be altered in any way; and
  - 3.1.4 provide a service where the representation of the work on the LiU E-Press server(s) can contain reference to publication by other means of the same work and of closely related work by the same authors;
  - 3.1.5 print an additional number of paper copies of the work for general use, if LiU E-Press has agreed to do so with the Copyright holder. The number of such copies, the payment for reproduction, and the distribution and use of these copies is agreed in each case between the parties, in advance.

### **4. Warranties**

- 4.1 The Author warrants that
  - 4.1.1 he/she is the creator of the Work and has the right to assign publication rights in the Work within the scope of this Agreement;
  - 4.1.2 any transfer of the copyright in the Work to a third party shall not impede LiU E-Press' rights under this Agreement;
  - 4.1.3 all and any agreement regarding previous publications of the work is enclosed as **Appendix 2** and higher of the present Agreement;
  - 4.1.4 the execution of this Agreement does not infringe on existing copyrights belonging to a third party; and
  - 4.1.5 before transferring the copyright of the Work entirely or partially to a third party, he/she shall notify and furnish that third party with this Agreement and establish that the new agreement is consistent with the present one.

### **5. Copyright infringement**

- 5.1 In connection with the published Work, LiU E-Press undertakes to inform Internet users of
  - 5.1.1 for what purpose the Work can be used, and
  - 5.1.2 to what extent the Work can be used.
- 5.2 Both parties accept and understand that any restrictions imposed on readers of the Work concerning the use, copying and resale of the Work cannot with any certainty be enforced. LiU E-Press will not take action against any such unauthorized use of the Work. The Author may at his/her own discretion decide whether he/she wishes to take legal action against such infringement on his/her own cost and risk.

**6. Indemnity**

6.1 In the event that the Author's acts or failure to act under this Agreement causes LiU E-Press' costs or damages, then the Author undertakes to indemnify and hold LiU E-Press harmless of any liability.

**7. Entire Agreement**

7.1 This Agreement, including its Appendix (Appendices) constitute the entire Agreement of and supersedes any and all prior understanding, arrangements and agreements between the Parties, whether oral or written, with respect to the subject matter here of. The regulations contained herein

are also applicable to persons who are not employed at Linköping University but have chosen to publish their Work with the LiU E-Press.

**8 Applicable Law**

This agreement shall be governed by and interpreted in accordance with Swedish law. Any dispute of differences between the Parties arising out of or in connection with this agreement shall be settled by the District Court in Linköping, Sweden, as the court of first instance.