

AGREEMENT OF MAKING A WORK ACCESSIBLE THROUGH ELECTRONIC NETWORKS

1. CONTRACTING PARTIES

Author of the Work

Title or profession _____

Address _____

Faculty and department

Faculty of Science and Forestry / _____

Publisher

University of Eastern Finland Library (Henceforth referred to as the Library)

2. THE WORK

Name of the Work _____

(Henceforth referred to as the Work) _____

3. THE PURPOSE OF THE AGREEMENT

The Author gives the Library the right to make his/her Work accessible, through open information networks, for the public to browse, copy, and print.

4. THE AUTHOR'S DUTIES

The Author shall deliver the Work to the Library in the form required by publisher (as a PDF file) either through file transfer or on a diskette.

If the Work is an academic thesis, the Author shall ensure that the content of the electronic form of the Work handed over to the Library is identical to that of the thesis handed in to the proper Faculty.

The Author shall be responsible for the content of the Work and his/her rights thereto. The Author guarantees that he/she has such rights to the pictures and other possible supplementary material as required in order to contract this agreement. Claims by eventual third parties shall be the responsibility of the Author.

5. THE LIBRARY'S DUTIES

The Library shall take care that the Work is entered in the proper library catalogue/catalogues and shall make the Work itself accessible.

The Library shall take care of the accessibility of the Work in the network and shall publish, in connection with this service, a reminder pertaining to the use of copyrighted material. To preserve the Work, the Library shall take the original version of it into safekeeping on its archives server. If the original version has not been handed over, the Library shall take into safekeeping on its archives server a copy of the document edited for network distribution. To ensure the long-term preservation of the Work, the Library shall have the right to alter the form of its safekeeping.

6. PAYMENTS

The Library shall pay the Author no compensation for the use of the Work. The contracting parties shall collect no fee or compensation from the public for the use of the Work through the network.

7. COPYRIGHT

The copyright of the Work belongs to the Author. The Library shall have the permanent right to convert or copy the Work in order to ensure its long-term safekeeping. The Library shall have the right to distribute the Work in an electronic form over the network as long as this agreement is in force.

8. CANCELLATION OR WITHDRAWAL OF THE AGREEMENT

The Library shall be entitled to cancel the agreement immediately if the Author proves to have given misleading or incorrect information regarding Section 4. Cancellation of the agreement shall not relieve the Author from his/her obligation and eventual liability for damages.

The Author shall be entitled to give one month's notice, in writing, on the agreement. After withdrawal of the agreement, The Library shall not be entitled to keep the Work publicly accessible over the open information network but shall be entitled to retain possession of the electronic archive copy of the Work. The archive copies shall be accessible in the free copy library, as other free copy material is, according to the conditions of use set for such material.

Each contracting party shall be entitled to cancel the agreement if meeting its conditions is impossible in a case of force majeure. A force majeure is a matter which has arisen, beyond the contracting parties' control, after the agreement has been contracted, which the contracting parties had no cause to take into consideration at the time of contracting the agreement, which hinders or delays the fulfillment of the contractual obligations or makes them unreasonably difficult, and whose hindering or delaying effect cannot be eliminated without such extra expenses or such loss of time as would be deemed unreasonable.

9. THE SETTLING OF DISPUTES

Disputes arising about the interpretation of this agreement shall be settled through negotiation in the first place. Should a solution not be reached in this way, the dispute shall be submitted to the Northern Savo District Court for a decision.

10. COPIES OF THE AGREEMENT

This agreement has been made out in two identical copies, one for each contracting party.

Joensuu / Kuopio / Savonlinna, the _____st/nd/th of _____, 20____.

Signed for the University of Eastern Finland Library

Author of the Work

Please return the agreement, in two signed copies, to this address:

University of Eastern Finland Library / Kuopio campus library / e-publishing
P.O. Box 1627
70211 Kuopio
FINLAND