

ONLINE PUBLISHING AGREEMENT

1. THE PARTIES INVOLVED

AUTHOR OF WORK
(hereon Author)

Name _____

Degree or profession _____

Address _____

PUBLISHER

University of Jyväskylä/Library
(hereon JUL)

2. WORK

Title of work _____
(hereon work)

3. PURPOSE OF AGREEMENT

The author renders the JUL the right to make the work available to the general public for browsing, copying and printing through an open information network.

4. OBLIGATIONS OF THE AUTHOR

The author is responsible for guaranteeing that the electronic copy of the work given to the JUL is identical in content with the work given to the related department of the University of Jyväskylä.

The author is solely answerable for the content of the work and the rights that adhere thereto. The author affirms of holding the rights to pictures and other possible supplementary content that are required for making this agreement. The author is responsible for potential third-party demands.

5. OBLIGATIONS OF THE JUL

The JUL will see that the work is appropriately registered in a library catalogue or catalogues and offers access to the publication itself.

The JUL will guarantee the online accessibility of the work and will provide the publication service with a note pertaining to the use of material covered by copyright. For preserving the work, the JUL will save the original version of the work to its archive server. If the original version has not been rendered, the JUL will save a copy of the edited document to the archive server for electronic publishing.

6. COMPENSATION

The JUL will not compensate the author for the use of the work. The two parties will not demand payment or compensation for the online use of the publication nor for making paper print-outs of the work for private use.

7. COPYRIGHT

Copyright to the work is reserved by the author. The JUL holds the right to change or copy the work in order to guarantee its long-term preservation. The JUL holds the right to distribute the work in an electronic form through its electronic publishing service for as long as this agreement is in effect.

8. ANNULING OR CANCELLING THE AGREEMENT

The JUL may annul the agreement immediately if the author has demonstrably given misleading or erroneous information in relation to clause 4. Annulling the agreement will not exempt the author from responsibility or from potential liability for damages.

The author may demand the cancellation of the agreement in writing, in which case the agreement will be cancelled one month after rendering the written demand. After the cancellation of the agreement the JUL holds no right to maintain the publication on an open information network for public access, but the JUL may keep an electronic archive copy of the work. The archive copies are accessible in the same manner as other electronic deposit copies at depository libraries on machines reserved for this purpose.

If the annulment of the agreement is due to breach of contract by the author, the author is liable to indemnify all expenses and direct damage caused to the JUL by the annulment of the agreement.

Both parties hold the right to annul the agreement if meeting its conditions becomes impossible due to force majeure. Force majeure entails such unusual and relevant events occurring after making the agreement and preventing the fulfilment of the agreement which could not be foreseen by the parties when making the agreement and which are independent of both parties and the preventive effects of which cannot be removed without additional expenses deemed inordinate or without loss of time deemed inordinate.

9. RESOLUTION OF DISPUTES

Disputes resulting from interpretation of this agreement are primarily resolved through negotiation. If a settlement cannot be reached in this manner, the dispute will be taken to the district court of Jyväskylä for resolution.

10. COPIES OF THE AGREEMENT

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

In Jyväskylä, on the ____ of _____, 200__.

University of Jyväskylä/library
Head librarian
Pirjo Vatanen

Author of the work

Presenter:

University of Jyväskylä/library
Publishing coordinator
Pekka Olsbo