

CONTRACT FOR THE ELECTRONIC DISTRIBUTION OF A UNIVERSITY THESIS

Between the first party:

THE UNIVERSITY OF NEUCHÂTEL (hereafter, the University)
Fbg de l'Hôpital 21, 2000 Neuchâtel
represented by the Rector

And the second party:

Mr. / Mrs. / Miss / Ms. _____
_____ (hereafter, the author)

Residing at (full address):

Personal email address (other than UniNE):
.....

Author of the thesis (hereafter, the work) titled:

Successfully defended on:.....

Faculty and
institute: _____

Hereafter, the parties

Preamble

The University of Neuchâtel is committed to the goals of the Berlin Declaration on Open Access to Knowledge in the Sciences and Humanities. It supports and encourages the principle of open access to publications for all its members, facilitating the transfer of knowledge and technology and maximising the effects of the research it conducts.

According to the Rectorate's Directive on the submission and distribution of doctoral theses, the doctoral candidate agrees to the widest possible distribution of his/her thesis, whether by means of the UniNE's institutional server, potentially after an embargo period of (six months or two years), or by other means (such as a private sector publisher), taking care in such cases to guarantee that the UniNE is at least able to distribute the thesis by means of its institutional server, if necessary after a new embargo period.

As such, the parties agree:

Article 1

The signatory author of the work certifies that s/he is the holder of all copyrights relating to the aforementioned work, on the date of the signature of this contract.

Article 2

The author authorises the UniNE to distribute, non-exclusively and by way of its institutional server, the electronic version of his/her submitted thesis, corresponding exactly to the version by which s/he was granted the imprimatur. This authorisation takes effect:

- a) from today (the date of the signature on this contract)

- b) no earlier than, following an embargo period of no more than (six months or two years) from the date of the signature on this contract. The thesis supervisor's advance notice and the dean's approval are attached to this contract.

Article 3

Regardless of the type of authorisation given in Article 2, the author recognises the right of the University, as the institution awarding the doctoral degree, to undertake, once the thesis has been submitted, the online and offline promotion of the thesis, in particular by distributing a bibliographic record containing a brief summary of the thesis.

The author agrees, once the thesis has been submitted, to be consulted by third parties on University premises.

In addition, the author agrees that the Scientific Information and Library Service / *Service information scientifique et bibliothèques* will send an electronic copy of his/her thesis to partner libraries in Switzerland, for archiving purposes.

- a) from today (the date of the signature on this contract)
- b) no earlier than the date specified in Article 2(b).

Article 4

By signing this contract, the author confirms that any license or transfer of rights which s/he previously granted to a third party relating to the copyright for this thesis does not conflict with his/her obligations in this contract.

The author furthermore agrees not to grant to third parties any rights which would in any way interfere with the current agreement. In any subsequent contract with third parties, s/he will reserve the rights and obligations ensuing from this contract.

Article 5

In all cases, and in particular before the expiry of the period specified in Article 2(b), the author is required to inform the University of any contract with a third party which might contravene the distribution of the work by means of the University's institutional server. Where necessary, the date specified in Article 2(b) may be modified by a supplement to this contract.

The author bears sole responsibility to the University in the event of a third party's claim against the latter resulting from the author's commitments to said third party.

Article 6

When distributing the work, the University agrees to include the author's name in an appropriate manner, and to include on screen displays a warning reserving the author's copyright and prohibiting any illicit reproduction of the work.

The University declines any responsibility in the event of illicit use by those who access the work (copies, plagiarism, modifications, etc.).

The University does not incur any responsibility for the security or reliability of the equipment and technical means by which the thesis is electronically hosted. The author hereby declares that s/he renounces any action or measure against the University for the consequences of acts of hacking; nonetheless, s/he remains fully entitled to his/her rights against those responsible for any such act.

Article 7

The author remains solely responsible, according to the legal provisions applicable in this matter, for the content of his/her work, especially as regards citations or other uses of works by third parties.

In particular, the author certifies that s/he has obtained all the necessary written authorisations from the holders of the rights to the works partially or fully reproduced (illustrations, multimedia extracts, etc.), and agrees to release the University immediately from any action arising from responsibilities which it may incur on these grounds.

Article 8

The author may, at any moment, revoke the authorisation of agreed distribution; it is his/her responsibility to alert the University's Scientific Information and Library Service / *Service information scientifique et bibliothèques* by recorded mail.

In this event, the University must cease the distribution of the work by means of its institutional server within a reasonable timeframe, and no later than one month after the notification is received.

Article 9

In the event of a claim raised by a third party or for other legitimate reasons, the University reserves the right to stop the distribution of the thesis by means of its institutional server at any moment. The author will be notified without delay.

Article 10

Costs relating to the distribution of the work are met by the University.

No remuneration is due to the author on the basis of this contract.

Article 11

This contract holds for an indeterminate period. It can be terminated according to Articles 8 or 9.

Article 3 remains valid beyond the end of the contract.

Article 12

The jurisdiction is Neuchâtel, and Swiss Law applies.

Signed in Neuchâtel on (date of UniNE signature):

In two original copies, drawn up in English.

**For the University of Neuchâtel and
the Rector**

By delegation, head of the library of the
Faculty of....

For the author:

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