# **Electronic Publishing Contract no**

### Tallinn

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# **1. Contracting Parties:**

## 2. Object of Contract:

The Author grants a permit (non-exclusive licence) to the University for electronic publishing of a work/works created by him/her.

2.1 Making the doctoral thesis available to the public in the repository of TU Academic Library:

Title, year and place of publication

ISBN

Specifying bibliographic data

2.2 Making the analytical overview of the doctoral thesis available to the public in the repository of TU Academic Library:

Title

Year and place of publication

ISBN

Specifying bibliographic data

## 3. Obligations and Liabilities of the Author:

- 3.1 The Author is liable for the content of the work and for all potential losses that the University or a third party may suffer in connection with the content of the work.
- 3.2 The Author confirms that he/she is the sole author of the work and has the right to authorise or prohibit the use of the work within the limits set out in this Contract.
- 3.3 The Author ensures that all materials contained in the work have been used legitimately without undermining the rights of third parties.
- 3.4 The Author undertakes to inform the University of any circumstances which might restrict the dissemination of the work or the use other economic rights and publishing of the work.

## 4. Obligations and Liabilities of the University:

- 4.1 The University undertakes to publish the work as available to the public through the computer network of the University.
- 4.2 The University is obliged to describe the work with complete metadata during the electronic publishing.
- 4.3 The University is obliged to take into account the circumstances referred to in clause 3.4 within the restrictions prescribed by law.

4.4 The University is liable for the preservation and availability of the work within the computer network of the University.

## 5. Liability for identical content of the printed and digital version of the work

5.1 If the digital version is transferred to the University by the Author or a third party by the order of the Author, then the Author is liable for identical content of the printed and digital version of the work.

5.2 If the work is digitalised by the University or a third party by the order of the University, then the University is liable for identical content of the printed and digital version of the work.

## 6. Rights of the Author:

- 6.1 This Contract shall be without prejudice to the publication of the work by other parties.
- 6.2 Transfer of the economic rights of the Author to third parties does not entitle the right to require amendment or termination of this contract.

## 7. Rights of the University:

- 7.1 The University has the right to copy and convert the work for preservation purposes.
- 7.2 The University has the right to make the work available only within the computer network of the University upon termination of this contract, if the termination does not result from copyright infringement.

#### 8. Remuneration:

8.1 The author shall receive no remuneration for the publication of the work under this Contract.

#### 9. Validity, Amendment and Termination of the Contract:

9.1 This Contract shall remain in force during the copyright term.

9.2 Amendment and termination of the Contract shall be carried out by agreement of the Parties only in the written form.

#### **10.Settlement of Disputes:**

- 10.1 Disputes between the parties shall be resolved by mutual agreement. If no agreement is reached, disputes shall be settled pursuant to the procedure provided by law in Harju county court.
- 10.2 This Contract is made in two copies of equal legal force, one for each party.

# **11. Identities of the Parties:**

Tallinna Ülikool Narva mnt 25 10120 TALLINN Tel. 6409100 tlu@tlu.ee

## Author