

Lund University, 202100-3211, P.O. Box 117, 221 00 Lund, hereinafter referred to as LU, is a state university with a non-commercial purpose which publishes scientific work on the Internet. Information published by LU on the Internet is accessible to a large number of internet users for non-commercially use.

....., hereinafter referred to as the Author, has copyright to the Work, defined below.

LU and the Author desire to publish the Work electronically for non-commercial and research use.

Therefore, LU and the Author, together hereinafter referred to as the Parties, hereby agree as follows.

## **Publishing agreement**

### **§ 1 Definitions**

*LU, the Author and the Parties* are defined above.

*The Work* means ..... (title), created by the Author, **Appendix 1**.

*Server* means one or several computer systems which is/are operated by LU, or by a third party which has been licensed for this purpose by LU, and containing adequate hardware and software making it possible for users of the Internet or 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.

### **§ 2 Grant of license**

Subject to the terms and conditions of this Agreement, the Author grants to LU a non-exclusive royalty-free right to:

- publish the Work on the Server for non-commercial and research use; and
- print on demand for non-profit purposes and to distribute the copies to individuals for their personal use.

### **§ 3 LU's obligations**

LU shall:

- keep the Work available for Internet-users during 10 years from the date of signing this Agreement
- take all reasonable technical and administrative measures to ensure that the published Work in its published form cannot be altered in any way, and
- make references to subsequent publications of the Work in connection with the published Work, provided that the Author gives the necessary information about such publications.

#### **§ 4 Warranties**

The Author warrants that:

- he/she is the creator of the Work and has the right to transfer the copyright to the Work within the scope of this Agreement
- any transfer of copyright to the Work to a third party shall not impede LU's rights under this agreement
- all and any agreement regarding previous publication of the Work are enclosed as **Appendix 2**
- the execution of this Agreement does not infringe on existing copyrights belonging to a third party
- he/she shall before transferring the copyright in the Work entirely or partially to a third party, notify and furnish that third party with this Agreement.

#### **§ 5 Infringement**

In connection with the published Work, LU undertakes to inform Internet users of for what purpose the Article can be used, and to what extend the Work can be used.

Both Parties accept and understand that any restrictions imposed to readers of the Work concerning the use, copying and resale of the Work cannot be enforced with certainty. LU 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**

In the event that the Author's acts or failure to act under his Agreement causes LU costs or damages, the Author undertakes to indemnify and hold LU harmless of any liability.

#### **§ 7 Entire Agreement**

This Agreement and its 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 hereof.

#### **§ 8 Applicable law**

This Agreement shall be governed by and interpreted in accordance with Swedish law.

Any dispute or differences between the Parties arising out of or in connection with this Agreement shall be settled by the District Court in Lund, Sweden, as the court of first instance.

-----

This Agreement has been executed in two copies of which the Parties have taken one each.

Lund 2003-

For Lund University

.....  
NN

Lund 2003-

.....  
*(Clarification of signature)*