



## CONTRACT FOR THE DEPOSIT, ARCHIVING AND ELECTRONIC DISTRIBUTION OF A UNIVERSITY THESIS

Between :

UNIVERSITÉ DE GENÈVE, (hereafter « the University »),  
24, rue Général-Dufour, 1211 Genève 4  
represented by Marie Fuselier, Director of the Scientific Information Department

**on the one hand**

And :

Mr / Ms : XXXXXXXXXXXX (hereafter « the author »)

Domiciled at : XXXXXXXXXXXX

: XXXXXXXXXXXX

: XXXXXXXXXXXX

E-mail : XXXXXXXXXXXX

Author of a thesis titled : XXXXXXXXXXXX

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**on the other hand**

Hereafter « the parties »

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## **Preamble**

Dedicated to give greater recognition to doctoral dissertations authored within its subdivisions and to ensure their long-term archiving, the University requires since 2010 the electronic filing of theses in its Open Archives UNIGE ("the Archives") and supports their dissemination on the intranet and internet networks, it being understood that such theses must have obtained the imprimatur from the thesis jury or other competent authorities and shall include all corrections previously required.

Through this approach, the University aims to facilitate the conservation and access to knowledge, to promote opportunities for contacts and exchanges between thesis authors and community members from other Universities, High Schools or Scientific Institutes, as well as to broaden the reputation of the authors and members of the academic body of the University.

This initiative is part of the Open Access global movement pursuant to the recommendations of the Berlin Declaration on Open Access to Knowledge in the Sciences and Humanities.

The rights of use granted to the University on the basis of this contract not being exclusive, the author retains full liberty to deposit and / or publish and disseminate his thesis in any other form whatsoever and under his own responsibility.

With this aim in mind, the parties agree:

### **Article 1**

The author certifies that the electronic version of the thesis submitted to the University for filing, archiving and dissemination in the Archives is identical to its official version, such as approved by the competent organs of the University (imprimatur, with all the required corrections duly made), and which is the subject of legal deposit.

### **Article 2**

On the contract signature date, the author, signatory of the thesis, represents and warrants that he/she holds all the copyright relating thereto.

By signing this contract, the author confirms that any license for or assignment of the copyright of the thesis previously granted to a third party does not conflict with the obligations of the author under this contract.

The author undertakes not to grant any third party any right that might interfere in any way with this contract. To the extent necessary, the author will reserve in any subsequent contract with third parties (including commercial publishers) the rights and obligations arising from this contract.

The author is liable for third party claims against the University based on commitments made by the author towards such third parties.

The author is explicitly made aware that granting the University a license that allows the free or even a restricted dissemination of the thesis according to article 3 of this contract might conflict with the obligations that might be imposed on the author as part of a commercial publishing contract for his / her thesis.

In these circumstances and in case of doubt, the author is advised to opt only for the electronic filing of his thesis under this contract, it being specified that the author is entitled to modify subsequently the level of dissemination of his / her thesis in accordance with article 8 of this contract.

### **Article 3**

The author authorizes the University to promote the thesis online and offline, notably through the distribution of bibliographic records or a brief summary thereof.

The author grants to the University a simple (non-exclusive) and royalty-free license to use the thesis in the Archive according to the following terms of use (indicate choice):

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|--|
| <input type="checkbox"/> Free dissemination (☞ internet)<br><input type="checkbox"/> Without embargo [ embargo = temporary restriction on dissemination ]<br><input type="checkbox"/> With embargo :<br>- Level : <i>Restricted dissemination</i>   <i>No dissemination</i> [ delete as appropriate ]<br>- Duration : _____ months |
| <input type="checkbox"/> Limited dissemination (☞ intranet - access strictly restricted to the university community)<br><input type="checkbox"/> Without embargo<br><input type="checkbox"/> With embargo (no dissemination) :<br>- Duration : _____ months  |
| <input type="checkbox"/> No dissemination (☞ access strictly restricted to the depositor only)   |

The University undertakes to provide an enduring location (e.g. a URN) and a long-term electronic archiving of the thesis and to ensure the accessibility and visibility of the thesis (provided that the author authorized free or limited dissemination of thesis).

#### **Article 4**

For as long as the thesis is disseminated, the University undertakes to include the name of the author appropriately and to display a warning on the cover page, reserving the author's copyrights and prohibiting any unlawful use of the thesis.

The University accepts no responsibility for any illicit use by anybody who accesses the thesis (copies, plagiarism, modifications, other attacks on the integrity of the work, etc.).

Without prejudice to the undertaking of the University pursuant to article 3 of this contract, the University is not liable for the safety and reliability of the equipment and technical means related to the electronic hosting of the thesis. The author hereby waives beforehand any action or claim against the University for the consequences of any acts of software piracy ("hacking"), but retains the right to prosecute the perpetrators, if necessary after consultation with the University.

#### **Article 5**

The author authorizes the University and the University undertakes to take any appropriate measure to improve access to the theses and promote their permanent archiving within the framework of the Archive, if necessary in collaboration with the Swiss institutions responsible for this task (National Library, Swiss Consortium of Libraries, Western Switzerland Library Network (RERO) ...).

The author authorizes the University to give a copy of his electronic thesis to the Swiss National Library in accordance with its mandate (article 2, LBNS of 18 Dec. 1992).

#### **Article 6**

In accordance with all applicable laws, the author remains solely responsible for the content of his / her thesis, including quotations or other uses of works of third parties.

The author certifies that all necessary authorizations from the owners of the rights in the works reproduced, in whole or in part, in the thesis (illustrations, multimedia, etc.), have been obtained.

**Article 7**

The author is liable to the University for any damage it may incur as a consequence of the filing and / or dissemination of the thesis pursuant to this contract and, more generally, for any breach of his / her obligations under this contract.

**Article 8**

The author is entitled any time to modify the level of dissemination of the thesis in the Archive. The modification request must be sent by e-mail or registered mail to the Directorate of scientific information (DIS).

The University has the obligation to modify the level of dissemination required by the author within a reasonable period from the date of notification, but no later than one month from the date of receipt.

**Article 9**

In case of claims raised by third parties or for other legitimate reasons, the University reserves the right to suspend at any time the dissemination of the thesis in the Archive and shall notify the author by e-mail. The author undertakes to inform the University of any change of email address.

Neither the dissemination of the thesis in the Archive nor the suspension of its dissemination imply any opinion of the University about the thesis concerned. Such actions do not create any liability whatsoever of the University towards the author or any third party.

**Article 10**

The costs related to filing in the Archive, archiving and dissemination of the thesis are borne by the University.

**Article 11**

This contract is concluded for an indefinite period.

**Article 12**

The place of jurisdiction is Geneva and Swiss law applies.

Done at Geneva, on XXXXXXXXXXXX

In two original copies, in French.

For Université de Genève,

For the author,

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