

Instructions for standard agreements:

Author – Lund University / Publishing agreement

The agreement is between Lund University and the author, concerning all electronic publications of articles, doctoral theses, working papers etc. (hereinafter referred to as the 'Work') published on the LU website.

The agreement gives Lund University a non-exclusive right to publish the Work on the University's website for non-commercial use. The part of the copyright that has been assigned to the University is thus extremely limited. The author retains, for example, the right to transfer and assign licences to the Work (with certain limitations, subject to the rights of the University, see section 4.1.2 below), copy (both electronically and on paper) and disseminate the Work. The author also retains his or her moral rights.

Section 2 Licensing

Section 2 states to what extent Lund University is permitted to use the Work. Lund University is given a non-exclusive licence to:

- publish the Work on servers belonging to LU (currently lu.se and lth.se)
- make print on demand to individuals for private use

Section 3 LU obligations

Section 3 states Lund University's obligations towards the author:

- the Work is to be accessible online for a certain period of time
- LU is to take the necessary technical and administrative precautions to ensure that changes cannot be made to the Work
- Section 3.1.5 states that, when publishing, Lund University must refer to other publications of the Work. Note that this obligation requires the author to inform the University of such publications.

Section 4 Guarantees

In Section 4, the author ensures that he/she has the copyright to the Work, and has the right to partially assign this right, in accordance with the agreement. Note that Section 4.1.2 stipulates that the author must guarantee that Lund University's rights, in accordance with the agreement, are secured in a possible third-party agreement concerning the Work. If the author enters into a third-party agreement concerning the rights to the Work (this could involve a copyright transfer, a licensing agreement with a publishing house, etc.), the author must guarantee that this new agreement does not infringe on Lund University's rights. It is therefore preferable that LU's rights are stated in the third-party agreement, and that the LU agreement is included as an attachment.

Section 5 Infringement

Pursuant to Section 5, LU is obliged to specify how the publication may be used by online users. Legal measures taken against possible infringements concerning use are to be handled by the author.

Section 6 Damages

Section 6 stipulates that the author is subject to pay damages in case of breaching the agreement, e.g. if the Work infringes on someone else's copyright and LU, when publishing, is forced to pay damages for this infringement.