A contract between the author of the thesis and Pompeu Fabra University

Barcelona, .................................. 200.

I

BY AND BETWEEN

Firstly

Pompeu Fabra University (hereinafter the University), represented by Dr. Olga Valverde Granados, the vice-rector for Postgraduate and Doctoral Studies, by virtue of powers conferred by the rector on 16 March 2009.

And secondly

Dr. , ............................................................... , the holder of National Identity Document no. ............................... (hereinafter "the author").

Both parties mutually acknowledge their respective legal capacity to enter into enter into this contract and to make undertakings in their respective capacities, and to that end

II

THEY DECLARE

FIRST. That the author is the sole and exclusive holder of the exploitation rights of the doctoral thesis entitled “......................................................” (hereinafter the "doctoral thesis"), by means of any medium and in particular, using the Internet or any channel or use of information that may be connected to the Internet, as well as by means of digital television, by cable or any other platform or type of broadcasting of technological data—such as Hertzian waves, telematic transmission or fibre optic transmission.

SECOND. That the University is an institution that is a member of the Consorci de Biblioteques Universitàries de Catalunya (University Libraries Association of Catalonia - hereinafter the CBUC), which—with in collaboration with the Supercomputing Centre
of Catalonia (hereinafter the CESCA) and with the sponsorship of the Department of Universities, Research and the Information Society– has begun a project called TDX, the purpose of which is to provide university students, lecturers and researchers (hereinafter the users) with a database of the compete text of Catalan doctoral theses, in the version in which they were read and passed, in electronic format on the Internet.

THIRD. The CESCA is a public body, the main purpose of which is to provide support for the research and development activities of all the institutions needing Internet access and/or high performance calculations, mostly for scientific calculation, as well as for commercial environments requiring large databases.

FOURTH. In view of the above, both parties are interested in establishing a framework agreement that will regulate the assignment by the author to the University of the rights of transformation, reproduction and public dissemination of the doctoral thesis, solely for the uses specified therein.

By virtue of all the above considerations, the parties formalise this agreement based on the following

III

CLAUSES

1. PURPOSE

1.1. The author assigns the rights of transformation, reproduction and public dissemination of the doctoral thesis to the University, for everyone and for the term that this agreement remains in force. This is free of charge and for the sole purpose of research and education, and only by means of:

(i) Adaptation of the doctoral thesis, either directly or through third parties, to the extent that this is necessary to adapt it to the format, image or appearance of the Internet or to any other technology that can be used with the Internet; and the inclusion of watermarking or another security system in the electronic format of the doctoral thesis.

(ii) Reproduction of the doctoral thesis in a digital medium for inclusion in an electronic database belonging to the CBUC, an organisation to which the University belongs. This includes the right to store the doctoral thesis in server centres and the right to undertake any other temporary reproduction necessary to enable users to view it, either by means of reproducing or recording the doctoral thesis on the hard disk of a PC, for private use and/or for study and research purposes.

(iii) Public dissemination of or access to the doctoral thesis, in either on demand or a la carte formats, using any channel or for any informative
purpose that may be used in conjunction with the Internet (for example, the mobile telephone –WAP “Wireless Access Protocol”– protocol or UMTS or any other similar medium, as well as television and radio media, including digital and cable television when this is disseminated by means of the Internet).

1.2. In order to effect the transfer of the rights mentioned in clause 1.1, the author will furnish the University with the following documentation, either on paper or in an electronic medium:

(i) The full text of the thesis in electronic format. The admissible formats are Word and HTML.

(ii) A list of keywords related to the thesis and an abstract in Catalan and/or Spanish and another in English. Each of the abstracts must be at most 150 words long.

1.3. The author specifically authorises the University to assign the rights covered in this agreement to the CBUC/CESCA. The CBUC/CESCA must at all times comply with the stipulations herein, and those of the agreement which must be signed with the University, and in cases where the CBUC/CESCA uses the doctoral thesis in a manner contrary to the stipulations of this agreement, the University undertakes to immediately take all necessary measures for this use to cease.

2. GUARANTEES

2.1. The author guarantees that he/she is the holder of the intellectual property rights related to the doctoral thesis covered by this agreement; and that as a consequence, he/she is fully entitled to sign faculties this agreement with the University, and that the stipulations of this document do not infringe any rights of third parties, concerning either industrial or intellectual property, trade secrecy or those of any other type.

2.2. Without prejudice to any other right to which it may be entitled, the University may terminate this agreement in the event of a third party's right to all or part of the doctoral thesis prevailing and/or the author being unable to guarantee the peaceful exercise of the rights assigned to it by virtue of this agreement.

2.3. Each of the parties undertakes to notify the other, as soon as it becomes aware thereof, of the existence any claim by a third party related to the doctoral thesis.

3. TERM

3.1. This agreement will take effect on the day it is signed, and its term will be indefinite.

4. OBLIGATIONS OF THE UNIVERSITY
4.1. By virtue of this agreement, the University acquires the right, but not the obligation, to incorporate the doctoral thesis on the Internet.

4.2. When the doctoral thesis is shown on the TDX database, both the name of the author and of the University must appear, as well as any other specific and reasonable reference stipulated by the latter. The University undertakes to respect this reference and to ensure that it appears in the doctoral thesis in its electronic format.

4.3. While the University will only make the doctoral thesis available to its users for private ends and/or for the purposes of research and teaching, it does not guarantee nor assume any responsibility for the way and manner in which users may make subsequent use of the doctoral thesis.

4.4. The parties acknowledge and agree that the University has no intention of censoring or of reviewing the accuracy and adaptation of the doctoral thesis, and may not be obliged to do so, and as a consequence the author will under all circumstances be responsible for the content of the said doctoral thesis.

5. OBLIGATIONS OF THE AUTHOR

5.1. The author must immediately notify the University of any error or occurrence of which he/she becomes aware concerning the doctoral thesis, in order that the University may take action as a consequence.

5.2. For the purposes stipulated in this contract, the author declares that he/she has the consent of other individuals – such as the co-authors of the thesis –, and that he/she is responsible for any consequences that may arise from the absence thereof.

6. INTELLECTUAL PROPERTY

6.1. The author is and remains the holder of the moral rights and intellectual property exploitation rights of the doctoral thesis. The University only acquires the rights specifically stipulated in this agreement, and those specified in clause 1 in particular.

6.2. All the rights pertaining to the author related to the uses made of the doctoral thesis not mentioned in the first clause, or the uses which must be made in a manner and under conditions other than those specified in that clause, are therefore excluded from this agreement and reserved to the author.

6.3. Each of the parties will immediately inform the other of any breach of intellectual property rights of which it becomes aware, and will provide its full co-operation in the defence of these rights.

7. TRANSFER OF THE AGREEMENTS

7.1. This agreement is binding on the parties and their successors.
7.2. This agreement creates a relationship of trust between the parties. Neither the author nor the University may assign the rights and obligations required of them to third parties.

8. TERMINATION OF THE AGREEMENT

8.1. Without prejudice to the stipulations of clause 3.1, each of the parties may terminate this agreement in the event of the other party failing to meet any of the obligations thereof.

8.2. In the event of termination of this agreement for any reason, each of the parties will immediately cease the use of the rights and of the signs that have been assigned to it by the other party. Likewise, the University will immediately return to the author all the materials that the latter has furnished it with.

9. APPLICABLE JURISDICTION AND LAW

9.1. This agreement will be governed by Spanish legislation. Notwithstanding this, any exception or limit included in Spanish legislation in favour of libraries or universities will take priority in its application, and it will not be limited or affected by the contents of this licence agreement or authorisation.

9.2. The parties will be subject to the institutional arbitration of the Barcelona Arbitrational Tribunal, of the Catalan Arbitration Association, in order to resolve any question of a litigious nature arising from this agreement. The latter body will be entrusted to designate the arbitrator or arbitrators and to administer the arbitration, and the parties undertake to comply hereafter with the arbitrator's decision.

And as proof of their acceptance and consent, both parties sign this document in duplicate and for a single purpose in the place and on the date shown in the heading.

Dr. Olga Valverde Granados       Dr. ..........................................
Vice-rector for Postgraduate and   Author of the doctoral thesis
Doctoral Studies
P.p. (decision of 16 March 2009)