

Licensing Agreement

Tallinn

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Tallinn University of Technology (hereinafter “the university”), represented by Tõnis Liibek, director of the library of the university, acting under a letter of authorisation and

_____ (hereinafter “the author”),
have hereby concluded this agreement (hereinafter referred to as “the agreement”), on the following:

1. Contract object

1.1 The author grants the university a non-exclusive licence to reproduce, distribute and to make the dissertation written by the author available to the public on paper and in digital form.

The title of the dissertation:

ISBN of the dissertation: _____

Keywords in English and Estonian: _____

1.2 The university does not aim to exercise the copyright on the dissertation for commercial purposes.

2. The obligations of the author

2.1 The author shall ensure that:

2.1.1 the author’s economic rights, for which the license is granted, belong to the author;

2.1.2 the dissertation does not violate the rights of any third party and the author is using lawfully any third party’s creations that are protected by copyright.

2.2 The author shall, no later than one (1) month before the defence of the dissertation, submit to the university library (hereinafter “the library”):

2.2.1 the linguistically edited digital manuscript complying with the requirements for writing dissertations laid out at the university;

2.2.2 publications in separate files.

2.3 The author shall immediately inform the university of any circumstances that affect or restrict publishing of the dissertation. The author is obligated to cover all the costs necessary to eliminate such circumstances.

2.4 The author is obligated to check the digital layout of the dissertation prepared by the library and approve publication of the dissertation.

3. Restrictions on publication

3.1 If the copyright holder does not grant authorisation for republishing of a monograph or publication, a review article shall be published with references to online sources of the monograph or publication.

3.2 If publishing is not possible because the dissertation contains state secrets, trade secrets or any other confidential information, the list of publications compiled by the author shall be published on paper and digitally, if possible.

4. The obligations of the university

4.1 The university is obligated to:

4.1.1 publish the linguistically edited dissertation with the required layout based on the written order of the head of the department. The order has to include the number of printed copies;

4.1.2 publish the dissertation no later than two (2) weeks before the defence of the dissertation;

4.1.3 publish the dissertation on the internet (in the university’s digital collection) no later than “ _____ ” _____ 20 _____,
taking into account the restrictions set out in clauses 3.1 and 3.2;

- 4.1.4 describe the dissertation and add keywords to ensure better visibility in online search engines;
- 4.1.5 consider the circumstances set out in clause 3.2 of which the university has been informed when exercising the rights under the agreement.

5. The rights of the author

- 5.1 The agreement does not limit the publication of the dissertation by third parties.
- 5.2 The transfer of author's economic rights to a third party does not affect the validity of the agreement and does not give the right to amend or terminate the agreement.

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7. The rights of the university

- 7.1 The university has the right to:
 - 7.1.1 reproduce the dissertation on paper (printed version) and in digital form, making it available to the public;
 - 7.1.2 exercise the author's economic rights in Estonia and abroad;
 - 7.1.3 grant sub-licenses to third persons (foremost to other libraries) if that is in accordance with the agreement and does not infringe the legitimate interest of the author.

8. License fee

The parties have agreed that since the expenses of publishing the dissertations are covered by the university, no licence fee shall be paid to the author.

9. Validity, amendment and termination of the agreement

- 9.1 The agreement shall enter into force from signing of the agreement and shall be valid until expiry of the term of protection of copyright.
- 9.2 Amendments to the agreement shall be made in writing, signed by both parties.
- 9.3 A party has the right to immediately terminate the agreement in case of serious breach of the terms and conditions of the agreement by the other party.

10. Final provisions

- 10.1 Disputes between the parties shall be solved by negotiations. In case the parties fail to reach an agreement, the dispute shall be solved in Harju County Court of Estonia. The agreement shall be governed by Estonian law.
- 10.2 The agreement has been drafted in two identical copies having equal legal effect, one for each party, or in one digitally signed copy.

Tallinn University of Technology

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