

License Agreement

Tallinn

„.....” 20

Tallinn University of Technology (hereinafter TalTech), represented by Jüri Järs the director of the Library of TalTech, acting under a warrant and

..... (hereinafter the Author),

have hereby concluded the present agreement (hereinafter referred to as the Agreement), on the following:

1. Contract object

1.1 The Author grants to the TalTech a non-exclusive licence to reproduce, distribute and to make it available to public in any form on paper and electronically (in digital).

The title of the dissertation:

ISBN of the dissertation:

Keywords in English and Estonian:

1.2 The Author grants TalTech a license to exercise the Authors moral rights in the extent necessary to fulfill the Agreement.

1.3 The aim of TalTech while exercising the license is not to make commercial profit.

2. The limitations of publishing

2.1 If the dissertation is based on publications then the review article together with applicable publications shall be published. The copyright issues connected with republishing the publications shall be solved by the Author.

2.2 If the copyright shall not allow the republishing of the publications, the review article shall be published with references to online sources of the publications.

2.3 If the publishing is not possible because of state secrets, trade secrets or any other confidential information, the list of publications shall be published on paper and electronically.

3. The obligations of the Author

3.1 The Author ensures:

3.1.1 The author's rights that the license is granted belong to the Author ;

3.1.2 The dissertation does not violate the copyright of any third party and the copyright protected creation of third parties used in the dissertation are used in lawful way.

3.2 The Author submits the dissertation at least one (1) month before the defending of the dissertation to TalTech Press (hereinafter the Press):

3.2.1 Linguistically edited manuscript on paper and electronically according to the act of formalizing the dissertations;

3.2.2 publications as separate files.

3.3 The Author is obligated to inform TalTech immediately about all the circumstances that affect or limit the publishing of the dissertation. The Author is obligated to cover all the costs necessary to eliminate the limitations. The list of limitations shall appear as an annex to the Agreement.

3.4 The Author is obligated to check and confirm the layout of the dissertation.

3.5 The Author is responsible for the identity of the dissertation on paper and in digital version.

4. The obligations of TalTech

4.1 TalTech is obligated to:

- 4.1.1 Publish by the written order from the dean/director of the institute the dissertation the layout of which is linguistically duly edited. The order has to include the number of print-run.
- 4.1.2 Publish the dissertation no later than in two (2) weeks after receiving the manuscript of the dissertation.
- 4.1.3 Publish the dissertation in internet (via TalTech digital library) no later than „.....” 20, taking into account the limitations set in articles 2.1. and 2.2;
- 4.1.4 Describe the dissertation and add keywords to ensure the better visibility in online search engines;
- 4.1.5 while exercising the rights of the Agreement to consider the circumstances set out in section 3.3 of which TalTech is informed;
- 4.1.6 keep a copy of the dissertation on paper and in digital at least for 25 years after signing the current 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 economical rights to a third party does not affect the validity of the current Agreement and does not give the right to amend or end the current Agreement.

6. The rights of TalTech

- 6.1 TUT has the right to:
 - 6.1.1 reproduce the dissertation on paper (printed version) and in electronic (digital version) form, making it available to the public and to distribute it;
 - 6.1.2 exercise the Author’s economical and moral rights without geographical limitations in Estonia and abroad;
 - 6.1.3 give sub-licenses to other persons (foremost to other libraries), if that is in accordance with the Agreement and does not harm the legitimate interest of the Author.

7. License fee

The Parties have agreed that since the expenses of publishing the dissertations are covered by TalTech, the licence fee paid to the Author shall be zero (0) euro.

8. Entering into force, validity and integrity of the Agreement

- 8.1 The present Agreement enters into effect and all rights and obligations arising from this emerge from the signing of the Agreement and the Agreement shall be valid till the end of the validity period of Author’s rights.
- 8.2 Amendments to the Agreement shall be made in writing, signed by both Parties.
- 8.3 In cases of serious breach of the Agreement by one Party, the other Party may terminate the Agreement giving a written notice at least one (1) month ahead.

9. Final provisions

- 9.1 Disputes between the Parties shall be solved by way of negotiations. In case the dispute cannot be solved by way of negotiations, it shall be solved in a court of law in Estonia. Estonian law shall be applied. The Agreement shall be governed by Estonian law.
- 9.2 The Agreement has been drafted in two identical copies, one for each Party.

Tallinn University of Technology

Register code: 74000323

Ehitajate tee 5

19086 Tallinn

.....
ID code:

.....

.....
