


Appendix G
**Licence to Deposit in Digital Repository of Utrecht University
(Igitur Archive)**
Cover sheet

Personal Details PhD candidate
Name:
Faculty and Department of PhD research:
Date of doctoral thesis defence ceremony:
(Home*) Address:
(Home*) Telephone:
(Home*) Email address:

* Please fill in the address where the PhD candidate can be reached after conclusion of the doctoral thesis defence or after termination of employment.

Terms of delivery for PDF

The PDF copy of the doctoral thesis on the CD ROM provided shall comply with the following conditions:

1. The text can be printed on a type page of 17 by 24 cm;
 2. The PDF is not secured;
 3. Optional: PDF/TIFF/JPEG file of book cover is added.
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Contact Details
**Utrecht University
Library/Igitur Archive**

 Heidelberglaan 3
 PO Box 80124
 3508 TC Utrecht

Email [support-
igitur@uu.nl](mailto:support-igitur@uu.nl)
**Contact Details Beadle's
Office (= delivery address
for licence and thesis)**

 Academiegebouw (*University
Hall*) Domplein 29
 3512 JE Utrecht

Telephone + 31 30 253 8259
Email pedel@uu.nl



**Licence to Deposit in Digital Repository of
Utrecht University (Igitur Archive)**

(Note: Do not forget to fill in the ! marked clauses)

The undersigned,

Note: Do not forget to sign the Licence on page 4

! ...

Name of Depositor/Depositors (author); hereinafter referred to as 'Depositor' or 'Depositors',

grants to

Utrecht University Library; hereinafter referred to as 'Depositary' (institution),

the following Licence.

Whereas

This Agreement concerns the storage and provision of access to scientific works or digital files in a digital repository; it reflects the basic principle that such material should be made freely accessible to third parties without restriction:

- Depositor and Depositary believe it is in the general interest to grant maximum access to scientific works and/or digital files without compromising quality or academic freedom, especially when public resources have financed such works;
- Depositor and Depositary accept that weighty reasons may necessitate an embargo on the accessibility for third parties of scientific works and the underlying files (including databases);
- In the above situation, Depositary and Depositor may – in close consultation – apply an embargo lasting no longer than 6 (six) months. Cf. Codicil A

Clause 1 Definitions

The following words shall have the following meanings assigned to them:

1. **Acceptance:** the communication to Depositor by Depositary of the latter's willingness to accept and preserve Depositor's work and make it available to third parties.
2. **! Work: doctoral thesis with title as mentioned below (Please note: the same title should be used as the one on the Title Page of the Thesis which was sent to the beadle – Appendix A).**

3. **Use for Commercial Purposes:** use of the Work with the object of acquiring a monetary advantage by means of sale, loan, transfer, lease, provision, or another form of exploitation of the Work or a copy of the Work. There is no question of commercial use by Depositary if it requires users to pay a subscription or registration fee, or passes on to users the actual costs incurred, for example for copies.
4. **Embargo:** a waiting period to be observed before a Work from the digital repository in which it is included may be made accessible to third parties.

Clause 2 Licence

1. Upon Acceptance, Depositor grants Depositary an irrevocable non-exclusive Licence, free of charge, to (a) include the Work in its digital repository by transferring the content of the Work to a data medium at the disposal of Depositary, regardless of the manner or form, and (b) to make the Work accessible to third parties.
2. The non-exclusive Licence referred to in Clause 2.1 encompasses the right of Depositary:
 - to make the Work available to third parties by means of distribution, online transmission or transmission in any other form;
 - to make the Work accessible to all under a non-exclusive and irrevocable Licence granting users of the digital repository the right to duplicate and publish the Work, in any medium and on any data carrier, on condition that the name of the Depositor/Depositors and the source are properly indicated;
 - to store and preserve the Work and keep it accessible for the future;
 - to alter or restrict access if there are weighty reasons for doing so.

Clause 3 Obligations of Depositary

1. Depositary shall clearly indicate who is Depositor of the Work and shall also indicate that, when making use of the Work, users are obliged to clearly indicate the names of Depositor/Depositors and the source of the Work.
2. Depositary, to the best of its ability and means, shall permanently store the deposited Work and maintain it as readable and accessible.
3. Depositary shall store the Work and include it in its digital repository in its original form. In order to permanently preserve the Work, to ensure that it can be consulted, and to provide electronic access to it, Depositary shall be entitled to make copies of the Work and to alter them; in doing so, Depositary shall do everything reasonably possible to respect the technical functionality, design, and content of the Work.
4. If the Work is subject to an Embargo, Depositary, to the best of its ability and means, shall provide effective (technical) facilities to prevent unauthorised third parties from calling up and/or reusing the Work, or parts of the Work, during the Embargo period.
5. Depositary shall clearly indicate to users that they require the consent of Depositor or of the title holder/title holders for any commercial use of the Work.
6. Depositary shall not use or sell on the deposited Work for commercial purposes.

Clause 4 Moral rights

1. The granting of this Licence does not affect Depositor's moral rights in respect of the Work. In particular, Depositor shall have the right to be mentioned as Depositor of the Work and shall have the right to contest any distortion of or adverse effect on his/her Work.
2. If Depositor can show that his/her moral rights have been infringed by Depositary's use of his/her Work pursuant to this non-exclusive Licence, he/she shall be entitled to request that Depositary cease using his/her Work in that manner. Depositary shall comply with such request unless this cannot be required given the scientific or historical value of the Work.

Clause 5 Indemnification

1. Depositor warrants Depositary that he/she is the (sole) titleholder in respect of the Work pursuant to the Dutch Copyright Act [*Auteurswet*] and/or the Dutch Databases (Legal Protection) Act [*Databankenwet*] and that the Work does not infringe any rights of any third party.
2. Depositor shall indemnify Depositary in respect of claims asserted by third parties regarding the Work, for example infringement of copyright and/or other rights, portrait right, infringement of privacy and/or the Personal Data Protection Act [*Wet bescherming persoonsgegevens*], abuse/defamation, or a wrongful act [*onrechtmatige daad*].
3. Depositor hereby states that, where the Work (or any contribution based on the Work) has been sponsored or subsidised by another institution or organisation than Utrecht University, all obligations regarding publication and/or other obligations have been complied with that are imposed by said sponsor, institution, or organisation.

Clause 6 Liability

1. Depositary shall not be liable in respect of the loss of some or all of the Work.
2. Depositary shall not be liable for any damage resulting from any act or omission of a third party to whom Depositary has made the Work available.

Clause 7 Changes/restrictions regarding access to the Work

1. If there are weighty reasons for him/her to do so, Depositor shall be entitled to request Depositary to temporarily suspend access by third parties to the Work. In that event, Depositary shall retain the Work in the digital repository but, from the point at which Depositor submits his/her request, shall cease to allow third parties to access the Work. Depositary shall only comply with said request in the event of a contravention of public order or public morals.

2. In the event of a contravention of public order or public morals, Depositary shall be entitled to temporarily or permanently restrict or prevent access to the Work or parts of the Work. In such event, Depositary shall inform Depositor as soon as possible.

Clause 8 Legal relationship

Depositary shall be entitled to transfer its exploitation rights in respect of the Work to a third party on condition that said third party complies with the obligations undertaken by Depositary vis-à-vis Depositor. In the event of such transfer, the legal successor to Depositary shall be bound by the present Licence to Deposit.

Clause 9 Multiple Depositors

If the Work has more than one author, Depositor has gained the consent of each of them in order to enter into this Agreement on their behalf.

Clause 10 Applicable Law

This Agreement shall be subject to the law of the country in which Depositor resides. Any dispute shall be submitted for adjudication to the competent court in that country according to the normal rules regarding jurisdiction.

Clause 11 Final Provision

This Agreement shall take effect on the day of Acceptance.

! Signed by Depositor on

Date:	Signature:
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! Codicil A Embargo

- 0 The Depositor requests that the Depositary imposes an embargo on the doctoral thesis from the day of the doctoral defence ceremony. Consequently, while the content of the thesis will be immediately available in the Igitur Archive, it will not yet be open to third parties until six months after the start of the embargo.

(If longer embargoes are required, please send an email to Utrecht University Library: support-igitur@uu.nl)

! Codicil B Thesis availability via Printing on Demand

The Printing on Demand service provides interested parties with hard copies of the theses against payment. The hard copies may be ordered via the thesis web page in the Igitur Archive and will be delivered in a standard University Library cover, including title and author of the thesis. The hard copy will be a copy of the PDF provided by the author. The set price includes production and postage costs. The copies are being produced without profit motive, and therefore no compensation (e.g. royalties) is being paid to the copyright owner. If an embargo has been imposed, the Printing on Demand service will only start after the end of the embargo. This is a standard and free service. Please indicate below if this service is **not** requested.

- 0 The Depositor requests that the Depositary does **not** provide the Igitur Archive Printing on Demand service with regard to the doctoral thesis.