**THESIS LICENCE AGREEMENT**

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# BY AND BETWEEN

The first party, *Cristina Canal Barnils*, on behalf of the Universitat Politècnica de Catalunya (hereinafter the University), as the director of the University's Doctoral School.

And the second party, Mr/Ms       (hereinafter the author), whose National Identity Document / Passport number is       and whose registered address is no.     , telephone no.:       and e-mail address      .

## RECITALS

ONE. Whereas, the author is the sole and exclusive owner of the licensing rights of the doctoral thesis entitled       (hereinafter the doctoral thesis), which the author may publish in any medium and particularly via the internet or any other channel or destination of the information that may be connected to the internet, as well as digital or cable television or any other platform or technological means of data transmission (such as radio waves, telematic transmission and fibre optic transmission).

TWO. Whereas, the University is affiliated with the University Libraries Consortium of Catalonia (hereinafter the CBUC), which has initiated, in collaboration with the Supercomputing Centre of Catalonia (hereinafter the CESCA) and with the financial support of the Catalan Ministry of Business and Knowledge, a project called TDX, whose aim is to offer the university community and teaching and research staff (hereinafter users) a database containing the full texts of doctoral theses produced in Catalonia in electronic format.

THREE. Whereas, the CESCA is a public body whose primary purpose is to give support to the R&D activity of any institution that requires high-performance internet access and/or computing power, particularly for scientific computing but also for commercial ventures that require large databases.

FOUR. Whereas, considering the above, the two parties have an interest in establishing a framework agreement that will regulate the granting by the author to the University of the right to transform, reproduce and disseminate the doctoral thesis solely for the uses outlined in the framework agreement.

NOW THEREFORE, the parties hereto

# AGREE AS FOLLOWS

## Object

* 1. The author grants to the University, for the whole world and during the term of this agreement, free of charge and exclusively for the purposes of research and teaching, the non-exclusive rights of transformation, reproduction and public communication of the doctoral thesis, solely with the following aims:
		1. To adapt the doctoral thesis, either directly or via a third party and to any extent necessary, to the format or presentation on the internet or any other technology that may be connected to the internet, as well as to add a watermarking system or any other security system to the doctoral thesis in electronic format.
		2. To reproduce the doctoral thesis in a digital format to incorporate it into an electronic database of the CBUC, an association to which the University belongs, which includes the right to store the doctoral thesis on centralised servers, as well as the right to make any temporary reproductions necessary to enable users to display, reproduce or save the doctoral thesis to a computer hard disk or print it on paper, for private use and/or for the purposes of study and research.
		3. To publicly disseminate the doctoral thesis or to make it available to users on demand via any channel or destination of the information that may be connected to the internet; for example, mobile telephones via WAP or UMTS or other similar means, such as television and radio media including digital or cable television when broadcast over the internet.
	2. The author expressly authorises the University to transfer the rights that are the object of this agreement to the CBUC/CESCA. In any event, the CBUC/CESCA must comply with the provisions of this agreement and those of the agreement that must be signed with the University. If the CBUC/CESCA uses the doctoral thesis in a manner contrary to the provisions of this agreement, the University agrees to immediately take the necessary measures to ensure that such a use ceases.

## Warranties

* 1. The author guarantees that he/she is the owner of the intellectual property rights of the doctoral thesis that are the object of this agreement; that, as a result, he/she is fully qualified to sign this agreement with the University; and that the provisions of this agreement do not infringe the rights of third parties, including rights involving industrial property, intellectual property or trade secrets, or any other rights.
	2. Without prejudice to any other right that the University may have, it may terminate this agreement if a third party asserts any right over the doctoral thesis in whole or in part and/or the author cannot guarantee the peaceful exercise of the rights transferred to the University under this agreement.
	3. The parties undertake to inform each other immediately if they become aware of the existence of any third-party claims related to the doctoral thesis.

## Duration

* 1. This agreement comes into force the day on which it is signed and its duration is indefinite.

## Obligations of the University

* 1. Under this agreement, the University acquires the right but not the obligation to publish the doctoral thesis online.
	2. When the doctoral thesis is incorporated into the TDX database, it will bear both the name of the author and the name of the University, as well as any other specific mention related to the thesis that is deemed necessary. The University undertakes to respect any additional mention of this kind and to ensure that it appears in the doctoral thesis in electronic format.
	3. Although the University can only make the doctoral thesis available to its users for private use and/or for the purposes of research and education, it cannot guarantee that these users will not make an unlawful use of the doctoral thesis later, nor does it take on any responsibility in this regard.
	4. The parties acknowledge and agree that the University does not intend to criticise or review the accuracy or adequacy of the doctoral thesis submitted in electronic format by the author and that it cannot be forced to do so; the author is, in all cases, responsible for the content of the doctoral thesis.

## Obligations of the author

* 1. The author must notify the University immediately of any error or incident regarding the doctoral thesis of which he/she becomes aware, so that the University can act accordingly.
	2. For the purposes of this agreement, the author states that he/she has the consent of other persons—co-authors of the thesis, for example—and so takes on the responsibility for any damages that may arise from the absence of such consent.

## Intellectual property

* 1. The moral and intellectual property rights of the doctoral thesis belong and will continue to belong to the author. The University only acquires the rights specified in this agreement, and in particular those specified in Article 1.
	2. Therefore, any rights with regard to the types of use that may be made of the doctoral thesis that are not provided for in Article 1 or those to be made in a manner and under conditions other than those specifically mentioned in that article are excluded from this agreement and belong exclusively to the author.
	3. The parties shall immediately inform each other of any infringement of intellectual property rights of which they become aware and must collaborate in any manner necessary in defending these rights.

## Transfer of the agreement

* 1. This agreement binds the parties (and their successors) together.
	2. It creates a relationship of trust between them. However, the University may transfer this agreement to the CBUC/CESCA.

## Termination of the agreement

* 1. Without prejudice to the provisions of Article 3.1, each party may terminate this agreement if the other party breaches any of the obligations stated therein.
	2. If the agreement ends for any reason, each party must immediately cease to use the rights and signs whose use and exploitation have been transferred to them by the other party.

## Jurisdiction and applicable law

* 1. This agreement is governed by Spanish law. Furthermore, any exception or limit incorporated into Spanish law in favour of libraries or universities will apply preferentially and will not be limited or affected by the content of this licensing agreement or authorisation.
	2. Both parties agree that any dispute, disagreement, matter or claim that arises from the implementation or interpretation of this agreement or that is directly or indirectly related to it shall be resolved definitively by arbitration under the Arbitration Court of Barcelona, which is responsible for the administration of arbitration and the appointment of arbitrators in accordance with its regulations and statutes or, if applicable, any other dispute resolution system foreseen by the University.

## As the holder of the rights, I express my wish that the thesis be disseminated under a licence of the following kind: [select an option]

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In witness whereof, the parties sign this agreement in duplicate and to a sole effect, in the place and on the date specified above.

*Cristina Canal Barnils* Mr/Ms

Director of the Doctoral School

Universitat Politècnica de Catalunya