



Non-exclusive license for reproduction and communication to the public

The Université Libre de Bruxelles has signed the Berlin Declaration on Open Access to Knowledge in the Sciences and Humanities which implies for the signatories to encourage researchers to publish their work according to the principle of open access.

As part of the implementation of the principles of the Berlin Declaration, the Board of Directors of the ULB, dated May 21, 2007, decided to make it mandatory for researchers and teachers, the deposit of their articles or similar works in the ULB Institutional Repository.

By depositing his/her work in the ULB Institutional Repository, the author :

1. Grants a non-exclusive, free and worldwide license to the Université Libre de Bruxelles for the entire legal duration of copyright for reproduction and public communication via Internet of his/her work and, more specifically:
 - the right to save and reproduce the work for preservation purposes in the Institutional Repository, on electronic/digital media online and on the servers necessary for its communication;
 - the right to communicate the work to the public, in the ways that s/he defined in the previous window :
 - 1) public access via the Internet to the whole work
 - immediately
 - or - after an embargo period
 - Or
 - 2) limited access via the ULB's Intranet to the whole work
 - Or
 - 3) no access (status *not visible*) (no dissemination of the work for reasons of confidentiality, protection under industrial property ...)
 - the right to reproduce or authorize reproduction of the work on paper or any other medium for the purposes of private use, for illustration in teaching or scientific research, insofar as is justified by the intended non-profit motive.
 - without prejudice to the right of the author to respect for the integrity of the work, the right to adapt it and to take any necessary steps for its technical archiving and preservation, as well as making it available to the end user. Regarding the long-term preservation of the work, the author also grants the ULB the right to sub-contract to any third party of its choice, all technical acts (including storage) for the physical preservation of the files containing the work.
 - the right to index the works included in the Institutional Repository using search engines such as Google, Google Scholar, etc.



- the right for the contents of the Institutional Repository to be harvested by some virtual libraries with which the ULB works. For the purposes hereof, "harvest" is defined as "gathering metadata (bibliographic description) for storage in a centralized database where metadata from various sources can be queried simultaneously".
- 2. This deposit does not operate any copyright transfer. The author therefore retains the right to use this version of his/her work or any other version through any media of his choice.
- 3. The author guarantees that his/her work is original and that s/he holds the right to grant this license to the University, if necessary with the agreement of the co-authors, of authors of elements included in the work or of the editor of the work. If the author is not entitled to disseminate his/her work via the Institutional Repository due to third party rights, it is up to him/her to restrict access to the extent necessary to protect the rights of third parties.
- 4. The author certifies that s/he has obtained, in accordance with the applicable legislation on copyright and requirements of image rights and right of ownership, all permissions necessary for the reproduction, as part of this license, of images, texts and / or any other work protected by copyright belonging to third parties and, where appropriate, the authorizations required for their communication.
- 5. If a third party holds an industrial property right over all or part of the work, the author certifies that s/he has obtained written authorization of such third party for the University to exercise the rights granted under this present license. This verification of industrial property rights (including the terms and conditions of any confidentiality clauses and other contractual constraints) was made, where appropriate, in collaboration with the research department.
- 6. The University will establish any appropriate hypertext link that is consistent with normal usage from or towards the site where the work is reproduced.
- 7. The University is solely responsible, in accordance with the principles of this license, for the permitted use of the work by the end user, in compliance with current legislation. End-user access is subject to acceptance of the terms of use of the Institutional Repository, which can be consulted at <http://difusion.ulb.ac.be>.
- 8. The University accepts no liability for errors, omissions, plagiarism or counterfeits in the archived work.
- 9. In the event of breach by the author of the above obligations, the University reserves the right to withdraw the work from its Repository.
- 10. This license is subject to Belgian laws. Any dispute between the author and the ULB which cannot be resolved amicably between the parties will be subject exclusively to the jurisdiction of the courts and tribunals of Brussels.