

Concluded between:

**Direction de la Recherche
et de la valorisation**

Service des bibliothèques

The author of the thesis; hereinafter "the Author":

Last Name :

First name(s) :

Address :

Title of the thesis :

.....

Confidentiality end date¹ as decided by the President of the jury :

And the **University of Strasbourg;** hereinafter "the University":

Represented by:

The **President of the University of Strasbourg**

Foreword

Under the Decree of August 7th, 2006, relative to the rules of submission and dissemination of doctoral theses (*Arrêté du 7 août 2006 relatif aux modalités de dépôt, de signalement, de reproduction, de diffusion et de conservation des thèses ou des travaux présentés en soutenance en vue du doctorat*), and following the Board decision of March 30th, 2010, the University of Strasbourg has adopted a legal electronic thesis submission system.

This decree of August 7th, 2006, is repealed on September 1st, 2016, by the decree of May 25th, 2016, setting the national framework for training and the modalities of the issuance of National Doctoral degree diploma (*Arrêté du 25 mai 2016 fixant le cadre national de la formation et les modalités conduisant à la délivrance du diplôme national de doctorat*).

Except in cases of confidentiality as decided by the President of the University, the University will provide access to the thesis within the network of university libraries, through the university Intranet and on all public computers in SCD libraries.

The publication of the thesis on the Internet is subject to the author's permission.

ARTICLE 1

With this in mind, the parties agree to the following:

The author² the University to publish the final version of the thesis on the Internet, in full respect of intellectual property rights,

without an embargo period

at the end of the embargo period³:

This permission to disseminate the work is in no way exclusive. The author therefore retains every possibility to transfer these rights and to simultaneously publish the thesis elsewhere.

Does the author give users permission to print out the thesis? Yes No

Case Manager :



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¹Format MM/DD/YYYY. In the absence of a confidentiality clause, the author cannot oppose the dissemination of the final version of the thesis on the university Intranet.

²Delete where applicable.

³Format MM/DD/YYYY. When negotiating with a publisher, the author may request an embargo period to delay the online publication of the thesis.

ARTICLE 2

Theses submitted in an electronic format include a permanent archival version⁴ not shared with the public, and, in every case⁵, a version for dissemination.

The author certifies that the final version of the submitted thesis is:

- the full version of the thesis
 the incomplete version of the thesis after removal⁶ of works protected by copyright

ARTICLE 3

If required for online publication or archiving, the author authorises the reproduction and representation, adaptation and modification of the thesis in order to allow it to be accessed by the global community.

- a) The right to reproduction includes the right to make an unlimited number of copies of the thesis, in any medium known or unknown at this date, regardless of recording method (analogue, digital or mechanical) or of the type of media used (CD-ROM, DVD-ROM, hard disk, floppy disk, tape, magnetic disk or card, RAM or ROM, microfilm, microfiche or paper).
- b) The right to representation includes the right to publicly disseminate and share the thesis within the network of university libraries, on the university Intranet networks and/or on the Internet by means of satellite, cable, terrestrial broadcasting or through digital or analogue networks.
- c) Adaptation and modification rights include, where appropriate, the capacity to change the form and format of the thesis in accordance with technical or legal restrictions imposed by archiving, storage, security, and electronic dissemination of the thesis.

ARTICLE 4

The present permission is given for as long as the French law grants legal protection of literary and artistic property to the author, and to his/her beneficiaries or representatives, including any time extensions that may be applied to this term.

ARTICLE 5

The author certifies that the electronic version of the thesis presented to the University for authorised publication conforms to the official version of the author's work, as approved by the doctoral examination board (with all required corrections duly completed) and subject to legal deposit.

ARTICLE 6

The author gives the University permission to make the existence of the thesis known, including through the use of key words and a short summary, on any type of document, through any technical platform, and by all available means of dissemination⁷. Furthermore, the author gives permission to the University to make the electronic version of the thesis visible and accessible in order for it to be indexed by search engines and available for the Open Archives Initiative Protocol for Metadata Harvesting (OAI-PMH).

ARTICLE 7

The author guarantees to the University that he/she owns all the rights necessary for the dissemination of the thesis. In particular, the author certifies to having obtained all the necessary written permissions from copyright holders for the works reproduced, either in part or in full (texts, images, multimedia excerpts, etc.), and agrees to withdraw from the published version of the thesis any documents or information for which such permission has not been obtained. If sectorial agreements⁸ relating to the use of protected works for the purposes of teaching and research are in effect on the date of the contract, then such

⁴ The University sends the archival version, including for theses which are not to be disseminated, to the French National Computer Centre for Higher Education (CINES).

⁵ For publication on the university Intranet or online.

⁶ See Article 7 of the present contract.

⁷ Reporting of theses is mandatory pursuant to the Decree dated May 25th, 2016 relative to the National framework of training and the procedures leading to the issuance of the National Doctoral degree (art. 25).

⁸ See the *Official Bulletin of the Ministry of Education*, 2016, n° 35 (September 29th, 2016).

agreements will apply. The University will not be held responsible for the unlawful representation of documents for which the author has failed to indicate that rights were not obtained.

ARTICLE 8

The author is responsible for the content of his/her work, and therefore absolves the University of any Legal Liability incurred in this regard.

If a complaint is received from a rights holder by registered letter with acknowledgement of receipt, the University reserves the right to suspend or cease the dissemination of the relevant thesis, after taking note of the manifestly unlawful content in question, within a period commensurate with the technical update of the website, or a maximum period of three months from the date of receipt of the claim.

ARTICLE 9

The signing of this contract shall in no way require the University to actually disseminate the thesis. The dissemination remains in each case subject to approval by the University.

ARTICLE 10

The author will implement all technical means available to safeguard the thesis destined for online publication according to the conditions of dissemination set out in Article 2 of this contract. The University cannot be held responsible for the unlawful actions of a third party, particularly if a means is found to circumvent or override in any way the data protection in place. However, the author retains all rights to enter into legal proceedings in order to protect ownership of the work.

ARTICLE 11

The author may terminate the dissemination of the thesis at any time by notifying the University through a registered letter with acknowledgement of receipt. In this case, the University shall withdraw the thesis within a reasonable time limit. It cannot however be held responsible for any online dissemination from copies temporarily stored on the servers of various search engines, occurring after the University has ceased disseminating the thesis.

ARTICLE 12

The author gives permission for the thesis to be disseminated free of charge.

ARTICLE 13

In case of a change of legislation regarding the dissemination of academic work, the parties agree at this date to keep the terms of this contract consistent with the new legislation.

ARTICLE 14

This contract is subject to French law. Any dispute relating to this contract will be submitted to the competent Court in Strasbourg (*Tribunal de Grande Instance de Strasbourg*).

In Strasbourg, on _____ (Date format: MM/DD/YYYY)

For the University of Strasbourg

Author

By delegation of the President