

1 §

THE PARTIES INVOLVED

Author of work (hereafter Author)

Name _____

Title or occupation _____

Address _____

Author of work (hereafter Author)

Name _____

Title or occupation _____

Address _____

Sibelius Academy (hereafter **Publisher**)

Library

P.O.BOX 39

FI-00097 Uniarts

2 §

WORK

Title of work or brief characterisation of work (hereafter **Work**)

3 §

PURPOSE OF AGREEMENT

With this Agreement, the Author renders the Publisher the right to make the Work available to the general public for browsing, copying and printing through an open information network for an unlimited time period.

4 §

RIGHTS TO BE ASSIGNED AND THE RIGHTS AND OBLIGATIONS OF THE AUTHOR

The Author shall assign the Work to the Publisher in the format required by the Publisher either as an electronic file transfer or as a digital recording.

If the Work is a doctoral thesis/dissertation with a deadline for availability for public inspection, the Author must submit the Work to the Publisher 14 days before the deadline. In the case of other theses/dissertations or demonstrations of proficiency, the Author must submit the Work to the Publisher in two weeks' time after the approval of the thesis/dissertation or demonstration of proficiency.

The Author is responsible for guaranteeing that the electronic copy of the Work given to the Publisher is identical in content with the Work given to the related department of the Sibelius Academy, unless otherwise agreed.

The Author is solely answerable for the content of the Work as well as the rights to dispose of the content of the Work and to assign the rights that accord to this Agreement. The Author affirms of holding the rights to pictures, music scores, recordings and other possible supplementary content that are required for making this Agreement. The Author is responsible for potential third-party demands.

For long-term preservation of the Work, the Author shall assign the Work to the Publisher without any modifications required by online use, in a format specified by the Publisher.

Other copyright than that assigned hereby is reserved by the Author.

5 §

RIGHTS AND OBLIGATIONS OF THE PUBLISHER

The Publisher will see that the Work is registered appropriately in library catalogues. The Publisher will attempt to offer access to the Work in reasonable time, considering the date of publication, after receiving the Work.

In connection with the online service, the Publisher will publish a notification on the use of material regulated by the Copyright Act, stating that the Work is intended for use in teaching and research as well as for private use in accordance with the regulations of the Copyright Act in force and that commercial exploitation of the Work is forbidden. The Publisher holds the right to change or copy the Work in order to guarantee its long-term preservation. The Publisher holds the right to file the Work in a way it considers appropriate.

The Publisher has no right to assign the rights determined in this Agreement to a third party.

6 § COMPENSATION

The Publisher will not compensate the Author for the rights assigned with this Agreement. The two parties will not demand remuneration for the online use of the publication nor for making paper printouts of the Work for private use.

7 § ANNULLING AND CANCELLING THE AGREEMENT

The Publisher may annul the Agreement immediately if the Author has demonstrably violated this Agreement by giving misleading or erroneous information in relation to Section 4 Paragraph 3 or if the Publisher has reason to suspect the Author of not holding the right to dispose of the Work in a manner required by Section 4 Paragraph 4. Annuling the Agreement will not exempt the Author from responsibility or from potential liability for damages.

The Author may, for a reasonable cause, demand the cancellation of the Agreement in writing, in which case the Agreement will be cancelled one month after rendering the written demand. After the cancellation of the Agreement, the Publisher holds no right to maintain the publication on an open information network for public access. However, the Publisher may keep an electronic archive copy of the Work and change or copy the Work in order to guarantee its long-term preservation.

8 § SUBMITTAL OF PRINTED COPIES

Submitting an electronic copy of a doctoral thesis/dissertation to the Publisher will not exempt the doctoral candidate from submitting printed copies of the thesis/dissertation. Regulations concerning printed copies of a doctoral thesis/dissertation are stated in the instructions on doctoral degrees at the Sibelius Academy.

9 § RESOLUTION OF DISPUTES

Disputes resulting from this Agreement are primarily resolved through negotiation. If a settlement cannot be reached in this manner, the dispute can be taken to the District Court of Helsinki for resolution.

10 § COPIES OF THE AGREEMENT

This Agreement has been made in two identical copies, one for each party involved.

In Helsinki, on the ____ of _____, 20__

Tommi Harju
Sibelius Academy Library

Author

Jalo Oinonen
Sibelius Academy Library

Author