

Appendix 8 (PhD regulations)

EXAMPLE LICENCE AGREEMENT

Licence agreement for non-exclusive publication in digital form of a PhD thesis defended at the University of Groningen via the University of Groningen Repository

With due observance of the supplement to Article 4.7 of the PhD regulations of the University of Groningen.

The PhD student

- agrees to make their PhD thesis available worldwide in digital form; this availability is non-exclusive.
- agrees to make the underlying research data available for further research as stipulated in the PhD regulations, Data Management Plan, the Netherlands Code of Conduct for Academic Integrity from 2018 of the Universities of the Netherlands, the UG data policy, and the data policy of the relevant research institute.
- declares that the PhD thesis is their own work.
- declares that the electronic version is identical in content to the printed edition and includes all parts not included in the printed edition for technical and/or logistical reasons (CDs, video, *etc.*).
- declares that, to the best of their knowledge, their PhD thesis does not infringe the intellectual property rights of others.
- declares that if their intellectual property rights to the PhD thesis are transferred to a third party, this third party will stipulate that the latter will maintain the licence and take over this agreement.
- grants this licence for an indefinite period.
- waives the right to terminate this licence by rescinding or dissolution.
- declares that they, for any contribution based on work sponsored or subsidised by an institution or organization other than the University of Groningen, have complied with all obligations in respect of publication imposed by this sponsor, institution or organization.
- declares that they have the right to grant permission as set forth in this licence, subject to the exceptions specified on the next page.

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- declares that it will not transfer the licence to a third party.
- declares that it has received the digital copy of the PhD thesis.
- will convert the PhD thesis into other file formats or media for the purpose of ensuring future digital accessibility, all this without affecting the content.
- will make one or more back-up copies of this PhD thesis and keep them for the sake of security and preservation of the files.
- will, if the publisher objects to the expiry of the embargo referred to on the next page, indemnify the PhD student against damage claims by the publisher in this respect.

There are three options regarding an embargo:

1. No embargo

If you fully agree to the provisions stated above, and thus to non-exclusive publication, then you can indicate in Hora Finita that no embargo is needed.

Exceptions to the licence agreement: If you do not agree to the provisions above, and thus to non-exclusive publication, then select the appropriate option when you upload your thesis in Hora Finita. Your thesis will then be placed under embargo in its entirety. The embargo applies to the printed version of the thesis in the Library as well as online publications of the entire thesis.

2. Provisional embargo (12 months)

- a. Material in the thesis has been or will be submitted to a publisher for publication within 12 months. Pending acceptance by a publisher, the entire thesis will be placed under embargo by the University of Groningen Library for 12 months. Unless the author, due to agreements made with a publisher, makes further arrangements with the University of Groningen Library, the Library will make the entire thesis available after the agreed embargo period.
- b. Material in the thesis has been published by a publisher (not Open Access) or accepted for publication. The agreements made with the publisher (a copy of which is attached to this agreement) require the full thesis to be placed under embargo for 12 months.

If the thesis is also published as a commercial edition, a copy of the agreement with the publisher must be attached, in which permission is granted for the publication of the digital version, must be uploaded to Hora Finita as an additional file.

3. Provisional embargo (18 months)

For a patented thesis an embargo of 18 months applies.

Extension of the embargo

If agreements, or the safeguarding of intellectual property rights such as patents, make it desirable or necessary to place the full thesis under embargo for a period longer than 12 or 18 months after the date of the PhD defence, the Rector Magnificus of the University of Groningen will determine a reasonable duration of the embargo, having regard to the agreements made with the publisher and/or the UG's IP & Business Development team, and having regard to any explanation provided by the PhD candidate. The PhD candidate must therefore attach a written request to this agreement, stating the reasons and addressed to the Rector Magnificus of the UG. If necessary, such a request may also be submitted at a later date via: dissertations@rug.nl

These licensing terms have been established by the University of Groningen and are implemented by the University Library.

By digital acceptance upon upload in Hora Finita, the PhD candidate declares agreement with these terms.