

COPYRIGHT AGREEMENT for Transfer of Non-Exclusive Rights to Use Work

1. SUBJECT OF THE AGREEMENT

This Copyright Agreement is an adhesion contract concluded between _____ (hereinafter referred to as the Author) and V.N. Karazin Kharkiv National University (hereinafter referred to as the University), represented by the Central Scientific Library Director Mrs. Iryna K. Zhuravlyova, acting on the basis of Power of Attorney No. 0305/26 dated April 23, 2010.

The Author grants the University non-exclusive rights to use the following work

_____ under this agreement.

2. DEFINITION OF TERMS

- The **Adhesion Contract** is an agreement, the terms of which are established by the University and which can be concluded only by joining the author to the agreement as a whole. The author cannot offer his/her contract terms (Paragraph 1, Article 634 of the Civil Code of Ukraine).
- **The Author** is an individual who, through his/her creative work, has created a work and who owns **property rights of intellectual property to it in accordance with the Civil Code** of Ukraine, the Law of Ukraine "On Copyright and Related Rights", other law or agreement.
- **The Works** are created by authors as a result of creative activity on their own initiative, on request or in the order of fulfilling their official duties: literary works – books, brochures, articles, lecture notes, analytical reviews, reports, presentations, etc.; illustrations, maps, plans, sketches and plastic works relating to geography, topography, architecture or science; audiovisual works; works of fine art; photographic works; other computer-readable (including digital) works (Article 433 of the Civil Code of Ukraine, Article 8 of the Law of Ukraine "On Copyright and Related Rights").

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. The University institutional repository eKhNUIR (electronic archive) is an open access resource hosted on the Central Scientific Library server on the Internet.

3.2. By placing his/her work on the eKhNUIR, the Author accepts the terms of this agreement. When the work is co-authored, the terms of the agreement are accepted by each of the Authors.

3.3. The work cannot be placed on the eKhNUIR, insofar as it violates human rights to secrecy of personal and family life, harms public order, health and moral state of the individual, contains state-protected information.

3.4. The Author confirms that his/her work is of a scientific or educational nature.

3.5. The Author gives the University free of charge non-exclusive rights to use the work:

- entry of the work into the eKhNUIR database;
- reproduction of the work or parts thereof in electronic format without altering its contents;
- making electronic copies of the work for permanent archival storage;
- use of the work without profit and for making copies thereof for non-commercial distribution;
- providing electronic copies of the work for open access on the Internet.

3.6. The Author confirms that, by placing the work on the eKhNUIR, he/she doesn't violate the rights of third parties (other authors or publishing houses). The Author confirms that at the time of placing the work he/she owns exclusive property rights to the work; that they have not been fully or partially transferred to anyone (not alienated); that property rights to the work are neither wholly nor partly subject to bail, litigation or claims by third parties.

3.7. If the work is the result of research sponsored or supported by any organization other than the University, the Author confirms that he/she fulfilled all rights and obligations stipulated in the contract or agreement.

3.8. The University clearly states the name of the author of the work in the eKhNUIR and makes no changes to the work.

4. RESPONSIBILITIES OF THE PARTIES

4.1. The Author and the University commit themselves to properly comply with the agreement terms.

4.2. The Author reserves the right to use independently or transfer similar rights to use the work to third parties.

4.3. The Author bears all kinds of responsibility to third parties who have claimed their rights to the work, reimburses the University all costs incurred by third party claims of copyright and other infringement of the work.

5. AGREEMENT DURATION. AGREEMENT TERMINATION TERMS

5.1. The Agreement enters into force on the date of its signature and is valid until full obligations are fulfilled between the parties.

5.2. The Copyright Agreement can be terminated on the author's request if he/she is deprived of the property rights to the work which he/she had had on the moment of the work placement in the open access repository, and also if the agreement contains other conditions that are burdensome for the author.

5.3. All disputes arising from the performance of the agreement are resolved through negotiations or in court in accordance with the applicable law of Ukraine.

AUTHOR FULL NAME ADDRESS DATA	UNIVERSITY
SIGNATURE	IRYNA K.ZHURAVLYOVA CSL DIRECTOR