

## AMS Acta General Terms and Conditions of Use

### 1. Service Features

The present terms and conditions discipline the AMS Acta service, the institutional *open access* repository for scientific publications and research outputs (for brevity hereinafter referred to as “AMS Acta” or “Service”) organised by Alma Mater Studiorum – University of Bologna (hereinafter referred to as “University”) through the Area for the Management and Development of the University digital library—AlmaDL “Area Biblioteche e Servizi allo Studio” (“ABIS”).

AMS Acta is an open access institutional repository which collects and disseminates, according to the Open Access principles, the research outputs carried out by those who work at the University or take part in the initiatives promoted by its departments.

AMS Acta is also the University institutional repository for the deposit of the scientific contributions carried out within funded projects with obligation of open access dissemination and long term or permanent preservation of research results. Within this context AMS Acta implements the OpenAire guidelines in order to ensure that the repository complies with the requirements established by the European Commission with regards to Open Access.

### 2. Contents

AMS Acta allows to collect and publish the research items of those taking part in the University research activities, in particular the contributions can consist of articles, book sections, essays, technical reports, working papers, manuals, conference proceedings, papers, contributions to collections or journals or other types of research outputs (hereinafter referred to as “Items”) included research data.

The Items can include the work of one or more authors, single work or collections, ‘in press’ articles (both *preprint* version, prior to *peer review*, or *post print*, after *peer review*), unpublished works, provided that these are available to the author/copyright holder and in electronic format.

### 3. Service Supply Procedures

The University, through ABIS, commits with the author/copyright holder to supply for free the necessary IT resources to oversee the deposit and publication of the Items contained on the website <http://amsacta.unibo.it> (hereinafter “The Website), in compliance with the terms and conditions of use and accessibility to the Items as indicated by the author/copyright holder, and within a timeframe compatible with the necessary formal and technical tasks. The specific procedure to subscribe to the Service in order to upload the Items is better explained in clause 4 here below.

The University commits to show on the Website the information relating to the Items, as provided by the author/copyright holder under his/her responsibility and in detail, amongst others: the Item title, the author name and/or copyright holder details (editor, translator etc.) and any additional information regarding the quality checks on the items (internal, national or international referee).

Furthermore the University commits to show on the Website the indications concerning the terms and conditions of use of the Items or their extracts, as indicated by the author/copyright holder.

It is stated that, unless there is a separate agreement between the author/copyright holder and the single user, it is forbidden to use the Items for other purposes than personal use, educational or research activities including any direct or indirect commercial use.

### 4. How to subscribe to the service.

4.1. The service can be subscribed, in order to deposit and publish the Items, by all the lecturers, the researchers and the collaborators to research of the University who have the University login details, in addition to the admin and technical staff specifically authorised by the authors or the copyright holders.

In order to subscribe to the Service it is necessary access it using the University login details (username and password) with have the following format [name.surname@unibo.it](mailto:username.surname@unibo.it). The login information is the same used to access the University email ([address@unibo.it](mailto:address@unibo.it)) and the services accessible through the University Portal ([www.unibo.it](http://www.unibo.it)).

4.2. The authors/copyright holders will have to:

- a) acknowledge and agree to the current general terms and conditions which are to be found at the following address: <http://almadl.unibo.it/servizi/pubblicare-in-rete/ams-acta/condizioniutilizzoacta>;
- b) print a copy of these general terms and conditions and post them, dated and signed, with copy of ID attached, to Area Biblioteche e Servizi allo Studio dell' Alma Mater Studiorum – Università di Bologna, Viale Filopanti n.7, 40126 Bologna, by means of recorded delivery mail with return receipt , hand delivery or fax to +39 051 20 86041.
- c) print and sign the deposit and publication authorisation form which can be downloaded from <http://almadl.unibo.it/servizi/pubblicare-in-rete/ams-acta/condizioniutilizzoacta>, and which will be valid for all the Items made available to the public. The authorisation will have to be sent in the same way as for the general terms to the address indicated here above.

4.3. With the above authorisation the author/copyright holder should also specifically authorise the University, not in an exclusive way and for free, regardless of the access level of the Items:

- a) to reproduce and file indefinitely an electronic copy of the Items in the ABIS archives for historic-documental purposes and grant access to the institutional users who have the necessary login details provided by the University and to third parties who may access the Items through the IT resources for individual use situated at the University libraries, offices and departments;
- b) to reproduce the Items and grant open access to the public through the Service and publish them for the first time in case these have never been published before.

4.4. From the first access to the Service, the authors/copyright holders will be provisionally enabled to upload the Items. However, no Item will be published until the signed terms and conditions and authorisation are received by ABIS. As soon as the relevant documentation is received, the University, through ABIS, will then publish online the deposited Items.

4.5. The authors/copyright holders will have to indicate the specific terms and conditions and access level granted for each Item they wish to publish during the upload procedure.

The options selected during the upload procedure will be reproduced on a disclaimer which will be visible on the page where the Items can be accessed.

#### **4.6. Subscription to the Service for Collective Works.**

In case of Items composed of a collection of works, with more than one author, or general collective works such as, for example, collections, papers, essay collections, conference proceedings (hereinafter referred to as "Collective Works"), the Department, Centre or other University Structures which take care of the editing, will have to acquire directly and independently from each author the disclaimers for the deposit and publication and will then forward a copy to ABIS after the disclaimers have been protocolled.

The disclaimers have to comply with the form created by ABIS and available online at the following address: [http://almadl.unibo.it/servizi/pubblicare-in-rete/collane/modello\\_autorizzazione](http://almadl.unibo.it/servizi/pubblicare-in-rete/collane/modello_autorizzazione).

The editor and/or director of the Collective Work will also have to:

- a) sign two copies of the present general terms and conditions and send them to ABIS indicated in clause 4.2 b) and attach the request for publication of the Collective Work complete of title, ISSN code where applicable, name of the person appointed to deposit the Items and establish the terms and conditions of use and access level applicable, which will also be applied to the single works included in the Collective Work as mentioned in clause 5 here below;
- b) communicate to the single authors/copyright holders the terms and conditions of use and the access level of the Collective Work and inform them that the conditions will be applicable to all the works there included. In any case, as with the single Items, ABIS will publish a disclaimer on the website with the indications of the terms and conditions of use and access level of the Collective Work, as established by the editor and/or director.

Upon receiving the documentation indicated here above, ABIS will enable the editor and / or his representative to the deposit of the single works which are included in the Collective Work.

## **5. Conditions of use and access level of the Items.**

With regards to the upload of the Items in AMS Acta, the author/copyright holder will need to indicate the access level and the terms and conditions applicable to the Website users. In case of Collective Works, the access level and the terms and conditions will have to be established by the editor and/or director for each Collective Work, as explained in clause 4.6.

The access level and the indication of terms and conditions of use carried out by the author/copyright holder when uploading the Item will be registered by the IT system of the Service and may be therefore used as evidence.

The terms and conditions of use recommended by the University and applicable to the Items should be identified among the Creative Commons Licenses (see for example: <http://www.creativecommons.it/Licenze> and <http://creativecommons.org>)

## **6. Items check and availability of the Items to the public.**

No IT protection measures are to be put in place when making the Items available to the public, unless otherwise agreed with ABIS, i.e. measures to prevent access and copy. In any case the University will not take any responsibility should the author/copyright holder wish to adopt directly any protective measures even when these are agreed in advance with ABIS.

The University will not carry out any checks on the Items contents when these are made available to the public through the Website. With regards to the contents, the Items will be made available to the public through the Website with no modifications to the text sent by the author/copyright holder and uploaded on the Website following the appropriate procedure.

Having established what indicated in the previous paragraph, a few changes may be made to the digital versions of the Items sent through to ABIS by the author/copyright holder (or editor/person appointed in case of Collective Works); any modifications will be strictly carried out for technical purposes to make the Items compatible with the IT technical requirements of the Service.

## **7. University Liabilities.**

The University will not be liable towards the author/copyright holder in case of copyright infringement nor in case of violation of other rights which may originate through the Website or result from the access of the users of the Service.

The patrimonial rights on the Items, except what is established in these general terms and conditions and in the authorisation signed by the authors/copyright holders, rest with the latter.

The University is not liable for any third party claims on the Items uploaded, for which the author/copyright holder must guarantee the full availability in order to fulfil the present terms and conditions for the implementation of the Service.

The University commits not to use the Items in any way or form, direct or indirect, for free or upon payment, except for what is established in this agreement.

## **8. Deposit of the Items at the National Central Library of Florence.**

The University, through ABIS, does not charge for sending the request; the request must be presented in writing by the authors/copyright holders and the editors and/or directors of the Collective Works, who ask to deposit their Items at the National Central Library of Florence according to the conditions, methods and timeframe indicated.

The University informs that the Items repository as described in the previous paragraph, which operates on a voluntary basis, does not replace or integrate the legal deposit and other law requirements.

## **9. Notice according to art. 13 of the Decree-Law dated 30th June 2003, n. 196 – Personal data protection Act.**

The controller of the personal data supplied by the author / copyright holder or by the editor and / or director of the Collective Works is Alma Mater Studiorum-University of Bologna situated in Bologna, via Zamboni n. 33. The person responsible for the data protection is the Director of the “Area Biblioteche e Servizi allo Studio”, situated in Bologna, viale Filopanti n. 7.

The personal data provided by the author / copyright holder to the person Responsible for the data treatment will be held both on pc and hard copy files, abiding by the Decree-Law dated 30th June 2003, n. 196 – Personal data protection Act – within the respect of openness, fairness and confidentiality and exclusively within the implementation of the Service and for gaining statistical data on the Website usage.

In detail, ABIS will gather and process usage statistics of the works uploaded on the Website according to the schemes adopted by the main editors (in particular those of the COUNTER project) and the stats recommended for open archive systems.

The details will be communicated to the users of the Service through the Website and disseminated in order to implement the present conditions and current regulations, in particular relating to copyright matters. Furthermore, as part of the deposit procedure as explained in clause 8 the data will be communicated to the National Central Library of Florence situated at Piazza dei Cavalleggeri n. 1, C.a.p. 50122, Firenze, and its appointed staff for data treatment in addition to the users of the Library, abiding by the current law requirements, in particular regarding copyright matters.

ABIS will not disclose the single authors details to third parties for no other purposes than the implementation of the Service, unless specifically requested by the author / copyright holder himself.

Within the procedure of uploading the Items on the Website, some information may be recorded such as the cc.dd. log files, i.e. the navigation data of the author / copyright holder (IP address, date and time of access to the Website etc.) in order to certify the Items upload and allow the identification of their author/copyright holder.

The conferment of the data is optional, however, should the data not be communicated, the implementation of the present conditions and the use and access to the Service will not be allowed.

The author / copyright holder enjoys the rights established in art. 7 of the Decree-Law 196/2003 <http://www.camera.it/parlam/leggi/deleghe/testi/03196dl.htm>.

The personal data will be treated by the ABIS staff and its collaborators, appointed for data treatment.

#### **10. Acceptance of the Terms and Conditions of Service.**

The use of the Service and the access to the Items there published is subject to the full acceptance of these general terms and conditions, in addition to any specific terms for single items, as explained on the Website pages.

#### **11. Service Availability.**

The Service supplied by the University through the Website may be modified, terminated without prior notice, or made unavailable at any time for final decision of ABIS or the University Academic bodies.

In case of modification of the essential features of the Service, ABIS will inform the authors/ copyright holder and the editors and/or directors in case of Collective Works. In this case the authors/copyright holders may exercise, for the Items already deposited with ABIS according to these terms and conditions, the rights described in art.11 here below.

The University will not be responsible for any delays in the publication of the Items on the Website, nor for any interruptions of access to the Service due to unforeseen circumstances or to maintenance and technical updating.

For additional information, notifications or specific needs concerning the Service and its procedures, the authors / copyright holders can ring the number 051 20 9 4318 or send an email to: [almadl@unibo.it](mailto:almadl@unibo.it) or send a fax to 051 20 86041.

#### **12. Duration.**

The University will keep the Items accessible to the public in conformity to what is established in the Creative Commons Licenses adopted. In case the Creative Commons License is terminated (maintaining valid the rights there recognised and any other cases of copyright allowed by the law) the author/copyright holder may put forward a request in writing to ABIS asking them to block the access and visibility of the Journal on the Website. After the request has been received, ABIS will block the access to the Item within 15 working days from receiving the request.

**13. Applicable law and competent Tribunal.**

These terms and conditions are regulated by the Italian Law. Any dispute connected with, deriving from or anyway arising from the present terms and conditions of use of the Service will be resolved by the Tribunal of Bologna.

Place \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature : \_\_\_\_\_

According to and to the effects of art. 1341 and 1342 of the civil code of law, the undersigned \_\_\_\_\_ declares to have read and acknowledged the present terms and conditions of Service, and to approve specifically and expressly the following clauses: 4 (How to subscribe to the service); 5 (Conditions of use and access level of the Items); 6 (Items check and availability of the Items to the public); 7 (University Liabilities); 11 (Service Availability); 13 (Applicable law and competent Tribunal)

Place \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature: \_\_\_\_\_

**AUTHORISATION AND DISCLAIMER FOR THE PUBLICATION  
OF SINGLE ITEMS IN AMS ACTA**

The Undersigned [.....]  
 place of birth [.....] date of birth [.....]  
 Address (town) [.....] (road name) [.....] n. [.....]  
 Post Code [.....] Fiscal Code [.....]  
 tel. [.....] fax [.....] e-mail [.....]

**DECLARES under his/her responsibility**

- To have carefully read, acknowledged and accepted in full the Terms and Conditions of Use of the Website Alma-DL and the General conditions of use of the service AMS ACTA available on <http://almadl.unibo.it/servizi/pubblicare-in-rete/ams-acta/condizioniutilizzoacta>, devised by Alma Mater Studiorum – Università di Bologna through the Area Biblioteche e Servizi allo Studio (hereinafter referred to as “University” or “ABIS”);
- To wish to use the service AMS ACTA in order to give maximum exposure to his/her works (hereinafter referred to as “Items”), upon which he/she has legitimate rights at the time of sending them to the University.
- to be the holder of the necessary rights so to allow the University to the legitimate reproduction and dissemination to the public of the Items which the undersigned wishes to publish through the service supplied by AMS ACTA on the website <http://amsacta.unibo.it> (“Website”), as he/she is the author according to articles 6 and ff. of Law 633/1941 and/or having acquired the permission of the co-authors or the full availability by the legitimate right holders;
- to guarantee the full entitlement on the rights of the Items, committing to indemnify and hold harmless the University from all disputes, causes of actions, liabilities, suits, third party actions or claims, including the reasonable legal costs, which may concern the availability and/or the legitimate exercise of the rights, the distribution of the Items to the public through the Service and/or the contents of the Items;
- to have supplied the University with the required data to subscribe to AMS Acta Service and guarantee that the information supplied is correct and that it will be updated timely whenever necessary, also committing to indemnify and hold harmless the University from all disputes, causes of actions, liabilities, suits, third party actions or claims with regards to the data supplied;
- to understand and accept the method of supply and subscription to the service AMS Acta as described in the General Terms and Conditions of Use of the Service AMS Acta, being aware that the University:
  - a) will not adopt any IT protection measures on the Items available to the public through the Website, such as, for example, measures to prevent copy and access;
  - b) will not submit the Items to any checks with regards to their contents prior to the publication on the Website.
  - c) will not be liable towards the undersigned in case of infringement of copyright, or other rights which may be claimed by the author on the Items, which may originate through the Website or result from the access of the users of the Service;
  - d) may modify, terminate without giving any notice, or make unavailable the Service at any time due to final decision of ABIS or the University academic bodies, still holding valid the faculty of the undersigned to exercise the rights described in art. 11 of the AMS Acta General Terms and Conditions;
  - e) Will not be liable for any delays in the publication, communication and dissemination of the Items through the Website nor for interruptions in the Website accessibility due to unforeseen circumstances or to maintenance and technical updating.

**Therefore the undersigned authorises the University****In a non-exclusive manner and free of charge:**

- a) To reproduce and hold indefinitely in the University repositories an electronic copy of each Item which the author sends through AMS Acta, for historical-documental purposes, and allow access to institutional users who are in possession of the University login details, or to third parties who might access the Item through the University libraries, offices or departments;
- b) To reproduce each Item which the author sends and to disseminate it to the public free of charge and in open access mode through the service AMS Acta, except for the faculty of the undersigned to exercise the rights described in art.11 of the AMS Acta General terms and conditions, whenever allowed;
- c) to issue the first publication of the Item on the Website in case this has never been published before;
- d) to adopt, for the publication of each Item, the terms and conditions and access levels indicated by the undersigned each time, when uploading the Item on the Website, declaring to accept that the relating disclaimer is visualised by the users of the AMS Acta service.

Read, acknowledged and signed.

Place \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_\_

Signature: \_\_\_\_\_

**N.B.** This authorisation and Annex A, when applicable, which follows (filled out in all their parts, signed and initialled on each page) must be sent via recorded delivery with return receipt, hand delivery or fax to: Alma Mater Studiorum – Università di Bologna, AlmaDL Area Biblioteche e Servizi allo Studio, viale Filopanti, 7 – 40126 Bologna, fax +39 051 20 86041, together with a copy of valid ID of the signatory.

**ANNEX A****Request to deposit the Item to the National Central Library of Florence (BNCF)**

The undersigned (*name*) \_\_\_\_\_ (*surname*) \_\_\_\_\_, place of birth \_\_\_\_\_, d.o.b. \_\_\_\_\_, Fiscal Code \_\_\_\_\_  
 Address (town) \_\_\_\_\_ road \_\_\_\_\_,  
 tel. \_\_\_\_\_ e-mail \_\_\_\_\_

as copyright holder of the works made available to the public through AMS Acta (hereinafter "Items"), having acknowledged that:

**a)** The University has signed an agreement with the National Central Library of Florence concerning the legal deposit for scientific and educational publications issued in electronic format <http://almadl.unibo.it/servizi/deposito-volontario/convenzionebncf.pdf>

**b)** according to this agreement, the National Central Library of Florence commits to:

- to hold and keep over time, according to the modalities in use, the Items received following the procedures established in the agreement;
- register in SBN the Items received as a result of the agreement;
- assign a unique URL to the Items;
- update its own infrastructure whenever this is required by international standards and/or as a result of projects;
- guarantee the access to the Items, through dedicated workstations and in a "read only" version to the users of the National Central Library of Florence;

**c)** the University, on the basis of the above mentioned agreement, commits to forward the Item deposit request, free of charge, on behalf of the applicants to the National Central Library of Florence;

**d)** the University, once this request form has been received and in abidance with the terms and conditions there established, will indicate to the National Central Library of Florence, the Items which require voluntary deposit and email a confirmation receipt to the applicant;

**e)** the University, after having initiated the procedure for the deposit of the Items at the National Central Library of Florence, will not be liable for any delays or hitches regarding the deposit procedure, nor for its positive outcome;

In connection with what is indicated here above and approved, the undersigned:

- asks and authorises the University to forward on his/her behalf the deposit request of the Items to the National Central Library of Florence according to the terms and conditions reported on this agreement, as and when the Items are sent for publication through the AMS Acta service;
- declares to hold the necessary rights in order to allow the University to proceed in a legitimate way to the Items deposit request at the National Central Library of Florence, taking upon himself/herself the complete responsibility for what he/she declares;
- to hold harmless the University with regards to any liabilities or consequences deriving from the above mentioned request;
- declares to be informed that the deposit at the National Central Library of Florence is only possible when the work deposited is original and unpublished (i.e. that no other publications exist bearing the same content when subscribing this agreement) and final in its contents and form. The undersigned declares also, under his/her responsibility, that the Items, at the moment of despatch to the University, will have all the features indicated here above;
- declares also to be informed that the deposit of the Items as per this request operates on a voluntary basis and does not replace or integrate the legal deposit established by the current regulations.

Read, acknowledged and signed.

Place \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Signature : \_\_\_\_\_