

AMS ACTA USER TERMS OF SERVICE

1. Scope of the User Terms of Service

This document (the “User Terms of Service”) sets out the terms and conditions of use of the AMS Acta service (“AMS Acta” or the “Service”), which Alma Mater Studiorum – University of Bologna (the “University”) has arranged and offers through the University of Bologna Digital Library – AlmaDL (“AlmaDL”) and which can be found at the website <http://amsacta.unibo.it> (the “Website”).

2. General Characteristics of the Service

AMS Acta is an institutional Open Access repository that enables publishing, preserving and sharing digital content. In order to make sure that the repository complies with the Open Access requirements laid down by the European Commission, the Service follows the OpenAIRE Guidelines (<https://guidelines.openaire.eu/en/latest/>).

AMS Acta gathers content from institutional research, teaching and third mission activities. The Service can be used by University teachers, researchers and research assistants (“Authorised Users”, and each of them an “Authorised User”). Authorised Users also include third parties who work with the University based on special agreements (e.g. partnership agreements within research initiatives carried out by University entities) and who have been authorised to use the Service.

AMS Acta gathers scientific content protected under Italian law no. 633 of 22 April 1941 on copyright and related rights (including but not limited to conference proceedings, book chapters, critical editions, monographs, technical reports, software), series and other Open Access publications edited by Departments, research groups or Other University Entities, as well as datasets and other research outputs (“Items”, and each of them an “Item”). All Items, which can be published or unpublished, are in a digital version. These are deposited in AMS Acta based on special agreements between the parties concerned.

AMS Acta stores and gives access over time to materials in the repository, except as established in clauses 13 and 14 below, and allows deposit at the National Central Library of Florence, according to clause 9 below.

The Service assigns a DOI (Digital Object Identifier) to each Item deposited in a digital version, which allows it to be identified univocally and permanently. The DOI is not assigned when the Item has already been assigned a persistent identifier. Authorised Users can publish their Items for the first time via the Website and ask that peer-reviewed Items are assigned an ISBN code or an ISSN code for serial publications.

AlmaDL provides support to each Authorised User during Item upload, deposit and publication.

3. Provision of the Service

Through AMS Acta, the University provides, free of charge, the technological infrastructure needed to deposit, publish and make the Items available to the public via the Website, in accordance with these User Terms of Service.

Items in AMS Acta will be accompanied by their bibliographic and descriptive metadata, which Authorised Users provide during upload under their sole responsibility. This includes in particular: Item title, name of author or other right holders (e.g. editors, translators etc.) and any additional information regarding quality checks on the Items (internal, national or international referee). The University also undertakes to show on the Website the licence to use the Item, as selected and indicated by the Authorised User during upload to the Website, which defines the terms and conditions of use of the Item itself by any third-party users of the Service (the “Item Terms of Use”), in accordance with clause 8 below.

All metadata is public and under Creative Commons licence “CC0 1.0 Universal Public Domain Dedication” <https://creativecommons.org/publicdomain/zero/1.0/>.

The University undertakes to fulfil all technical and administrative obligations in a reasonable time and without causing unnecessary damage to Authorised Users.

The following clauses cover how to subscribe to the Service and to upload and use Items, as well as specific warranties and reservations.

4. Subscription to the Service

The Service to deposit, publish and make the Items available can be subscribed to by Authorised Users who have received their login credentials from the University, even on a special authorisation and permission.

In order to subscribe to the Service, Authorised Users are required to:

- a. read these User Terms of Service, available from: <https://sba.unibo.it/it/almadl/servizi-almadl/disseminare-pubblicazioni-e-dati-della-ricerca-in-open-access>;
- b. log in to the restricted area of the Website using their institutional credentials as authors;
- c. expressly accept these User Terms of Service by pointing and clicking.

After accepting these User Terms of Service, subscription to the Service will be effective for all Items deposited, published and made available to the public through AMS Acta by an Authorised User or by the person appointed by them.

Failure to accept these User Terms of Service will prevent uploading, publishing and making the Items available to the public through AMS Acta.

5. Subscription to the Service for Collective Works

In the case of Collective Works, the Service can be subscribed to by the editor or director of a Collective Work by submitting a request for publication to AlmaDL via email at almadl@unibo.it. The form is available from: <https://sba.unibo.it/it/almadl/servizi->

almadl/pubblicare-collane-di-dipartimento-e-atti-di-convegni.

The editor or director of a Collective Work will also be required to read, expressly accept and digitally sign these User Terms of Service, and send them back to AlmaDL via email at almadl@unibo.it.

Subscription to the Service, after submitting a request for publication and after accepting these User Terms of Service, will be effective for all Items in the Collective Work that are subsequently uploaded to AMS Acta.

The editor or director will be required to choose the licence for the Collective Work in the request form for publication through AMS Acta. This choice will be retained and will also apply to each Item in the Collective Work. Also the name of the person appointed to deposit and upload individual Items in the Collective Work can be indicated in the form.

The editor or director of a Collective Work will inform each author of an Item in the Collective Work of the licence chosen for the Collective Work itself, and will obtain independently and directly from the authors of the Items in the Collective Work, i.e. the right holders, their consent to deposit, publish, reproduce and make the Items available to the public. Consent will be given in accordance with the form prepared by the University and available from: http://almadl.unibo.it/servizi/pubblicare-in-rete/collane/modello_autorizzazione.

6. Uploading the Items

Authorised Users can access the Service by logging in to the Website using their institutional credentials (username and password) in the form name.surname@unibo.it. These are the same credentials used to access the University email account (@unibo.it addresses) and all services available via the University Website (www.unibo.it).

Authorised Users will have to:

- a. follow the uploading procedure;
- b. specify the Item Terms of Use by selecting a licence from those given by the Service;
- c. complete the deposit of the Item.

The choices made by Authorised Users during the Item uploading procedure through the Service will appear in a disclaimer, which will remain visible on the page through which the Item is made accessible.

Items can be uploaded by the professional staff or other staff of the University at the request of Authorised Users.

7. Item Authorisations

By subscribing to the Service and accepting these User Terms of Service, Authorised Users expressly authorise the University, not exclusively, free of charge and without territorial or time restrictions, to the extent permitted by applicable law:

- to make the Item available to the public, free of charge, without territorial or time restrictions, through AMS Acta, in accordance with the applicable Item Terms of Use, granting all relevant powers and authorisations and accepting that the corresponding disclaimer will be visible to third-party users;
- in the case of an unpublished Item, to publish it for the first time through AMS Acta;
- in any case, and regardless of the applicable Item Terms of Use, to publish the bibliographic and descriptive data of the Item;
- in any case, to make changes, adaptations and copies only as strictly necessary for technical reasons and only in order to provide the Service;
- to permanently retain a digital copy of the Item in the University repositories for historical and documentary purposes.

8. Item Terms of Use

When uploading an Item to AMS Acta, Authorised Users will be required to indicate the Item Terms of Use applicable to third-party users. The access level and licence type will be selected from the options given by the Service and will have to be fully compatible with the rights of any third parties (e.g. co-authors) to the Item and with the funding rules of the research programme from which the Item originated.

The Authorised User's choice will be recorded by the IT system of the Service and as such it can be used as evidence.

The terms and conditions of use recommended by the University and applicable to the Items should be identified among Creative Commons Licences (for further information, see <http://www.creativecommons.org/licenses> and <http://creativecommons.org/>).

The licence for a Collective Work is selected by its editor or director in the request for publication. The same licence will be selected in the uploading procedure for all subsequent Items gathered in the Collective Work, in accordance with clause 5 above.

The Service provides for the possibility to apply an embargo period, during which only the metadata of the Item will be accessible. A feature of the Service activates for these Items, which allows requesting information about the author via a dedicated form. Embargoed Items will only be accessible at the end of the period, according to the Item Terms of Use established by the Authorised User when uploading them.

9. Deposit of the Items at the National Central Library of Florence

The University, through the Service and free of charge, takes care of depositing the Items at the National Central Library of Florence based on the agreement between the institutions, to ensure that the digital documents are authentic and stored permanently.

10. Item Check and Availability to the Public

Item publication in AMS Acta will be completed after AlmaDL successfully checks the suitability and conformity of the choices

made by the Authorised User.

The final version of each Item will be published and made available to the public via the Website after completion of the phases of work and together with its persistent identifiers, where applicable, and in accordance with the Item Terms of Use selected by the Authorised User, as indicated in clause 8 above.

It is expressly understood that the University: will not check the lawfulness of the Item content, for which the Authorised User will be solely responsible; will not put in place any technological protection measures for the Items made available to the public via the Website, including but not limited to access-protection or copy-protection measures; will accept no responsibility with regard to any protection measures taken directly by the Authorised User.

11. Warranties

Authorised Users represent and warrant that:

- they are the author or co-author of the Items;
- the Items are original and authentic;
- they wish to use the AMS Acta service to disseminate and give visibility to their works;
- they are the holder of all the exploitation rights necessary to allow the University to lawfully reproduce, publish and disseminate the Items to the public, and in any case they have obtained the consent of any third-party holders of such rights, including any co-authors;
- there are no copyright or related rights of third parties (including database rights and image rights), patent rights or other industrial or intellectual property rights, rights to trade secrets and protected know-how, or other third-party rights that could be infringed by reproducing, publishing and disclosing the Items to the public, in whole or in part; alternatively, they have obtained lawful consent from the holders for all purposes;
- no materials contained in the Items infringe confidentiality rights or other personality rights (e.g. personal image rights);
- the Items have been deposited in the best form possible and the University has been provided with full, true and accurate bibliographic and descriptive metadata, and the Authorised Users assume full responsibility for the accuracy of such metadata.

Except as expressly provided in these User Terms of Service, all economic rights to the Items will remain with the author and the holder of the rights to the work.

Authorised Users undertake to indemnify and hold the University harmless from all claims, complaints, liability, demands or legal actions of third parties, including reasonable legal costs, regarding the deposit, publication, availability to the public and reproduction of the Items, their content and related bibliographic and descriptive metadata.

The University undertakes not to use the Items in any way or form, directly or indirectly, free of charge or for consideration, except for what is established in these User Terms of Service.

12. Limitation of Liability

With regard to the upload of the Items, the University:

- will not be liable towards the Authorised User and, in general, towards the author/copyright holder for copyright infringements or violations of other rights to the Items, which are committed via the Website or result from the Service users' access to the Website; likewise, the University will not be required to bring a legal action on behalf of the author for copyright infringements or violations of other rights to the Items;
- will not be liable for any delays in the upload, publication and dissemination of the Items through the Service, for access disruptions or data losses due to unforeseen circumstances or to maintenance and technical upgrades;
- will not be liable in the event that any removed Items remain visible on the websites of third parties that may have been collecting, mirroring and harvesting material at a time when the Items were still accessible;
- can change, terminate even without notice or make the Service unavailable at any time and at the sole discretion of the University.

13. Item Removal

The University will make the Items available to the public on the Website in accordance with these User Terms of Service and the Item Terms of Use indicated by the Authorised User. In the case of termination according to the legal terms of the standard licence (e.g. Creative Commons Licences) set out in the Item Terms of Use and in the other cases permitted by Italian Law no. 633/1941, Authorised Users can submit a motivated request via certified email to scriviunibo@pec.unibo.it, in which they prevent access to and visibility of the Items on the Website. After receiving such a request and after checking that the relevant conditions apply, AlmaDL will prevent access to the Items on the Website within 15 business days of receipt.

The University reserves the right to make the Items unavailable on the Website at any time, subject to notice being given, in the case that third parties bring claims or legal actions, or where there is a reasonable risk that third parties (including co-authors and editors) bring claims or legal actions, arising out of the fact that the Items and their content or related bibliographic metadata have been made available.

14. Termination of the Service

The University can change, terminate without notice or make unavailable the Service it provides via the Website at any time and at its sole discretion. Nonetheless, The University commits to preserve and give access over time to materials in the repository.

In the case of changes to essential features of the Service, AlmaDL will inform the Authorised Users and the editors and directors

of Collective Works.

15. Applicable Law and Jurisdiction

These User Terms of Service are regulated by the Italian Law. The Court of Bologna will have exclusive jurisdiction over any dispute related to or however arising out of these User Terms of Service.

16. Information

For information, communications or special needs in relation to the Service and all related procedures, unless otherwise indicated, please send an email to almadl@unibo.it.

17. Privacy Policy Statement

Pursuant to Article 13 of the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016), data subjects are informed that any personal data provided to or in any case obtained by Alma Mater Studiorum – University of Bologna will be processed for the purposes of allowing access to the Service and managing the related activities. The data will be processed by specifically authorised persons, using also computerised means, in the manner and to the extent necessary to achieve the aforementioned purposes, including in the event of sharing the data with third parties.

The legal basis for the data processing is found in Article 6 of Regulation (EU) 2016/679, paragraph 1(b) (processing for the performance of a contract) and (e) (processing for reasons of public interest). The provision of said data is essential in order to access the Service and refusal to provide said data will make it impossible to use the Service.

Data subjects have the rights referred to in Articles 15 et seq. of the aforementioned Regulation (EU) 2016/679, in particular the right to access their data, to request and obtain the rectification, erasure or restriction on processing of their data, as well as the right to object to the processing of their data. They may exercise these rights by emailing Alma Mater Studiorum – University of Bologna at privacy@unibo.it. Data subjects who believe that their personal data have been processed in violation of the requirements of the Regulation may file a complaint with the Italian Data Protection Authority, as provided for by Article 77 of the above Regulation, or seek an effective judicial remedy (Article 79 of the Regulation).

The Data Controller is Alma Mater Studiorum – University of Bologna (registered office: via Zamboni 33, 40126 – Bologna, Italy; email: privacy@unibo.it; PEC: scriviunibo@pec.unibo.it).

The Data Protection Officer's contact details are: registered office: via Zamboni 33, 40126 – Bologna, Italy; email: dpo@unibo.it; PEC: scriviunibo@pec.unibo.it.

For further information, see the website www.unibo.it/privacy.