

## TERMS AND CONDITIONS OF THE SERVICE AlmaDL Journals

*The Alma Mater Studiorum Università di Bologna supports the fight against gender stereotypes. For the sake of simplicity, the masculine form is used in this document. However, it is meant to refer inclusively to all persons who work within the academic community.*

### 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 AlmaDL Journals service ("AlmaDL Journals" or the "Service"), which Alma Mater Studiorum – Università di Bologna (the "University") has arranged and offers through the University of Bologna Digital Library – AlmaDL ("AlmaDL") and which can be found at the website <https://journals.unibo.it/> (the "Website").

### 2. General Characteristics of the service

AlmaDL Journals is an institutional publication service used to publish, conserve and disseminate e-journals with scientific content (hereinafter 'Journals' or 'Journal') produced in accordance with the Diamond Open Access principles, owned or co-owned by Departments, Centres or Other University Facilities (hereinafter "University Facilities") or owned by bodies, associations, foundations or other organisations operating in the field of scientific research with which the University Facilities have entered into an appropriate agreement.

The Service is addressed to peer-reviewed journals, in digital format, published at regular intervals and distributed under open access licences. The Service oversees the publication of both unpublished Journals, offering administrative and technical support for new publishing initiatives, as well as published Journals, offering administrative and technical support for the management of rights in the journal and previous editions of the Journal. Each journal published through the Service may also be published in hard copy, without prejudice to open access distribution methods. In this case, the journal must be registered with the court registry in accordance with the provisions of the current legislation (Law No. 47 of 1948) and the publication must be managed in agreement with the publisher, if any.

Each publication must have: an Editor-in-Chief duly enrolled in the Register of Journalists or in the special lists annexed thereto, in accordance with the provisions of the regulations in force; a management and/or scientific committees composed of one or more representatives, appointed from among recognised experts in the relevant disciplinary areas, pertaining to different universities and research bodies.

Through the Service, the University offers an open-source platform for the online publication of Journals, according to the Diamond Open Access model, i.e. at no cost to the authors. The service provides technical support, ensures the functionality and stability of the platform, the persistence and usability of the content over time and promotes the application of the best standards for scientific publications, encouraging their dissemination and exploitation.

The Service stores and gives access over time to published Journals, without prejudice to the provisions of points 12 and 13 below, and ensures their deposit at the National Central Library of Florence, as governed by point 8 below.

The Service provides editors with an anti-plagiarism control system to improve the quality of bibliographic citations and support the editorial control of the originality and legitimacy of Contributions in accordance with the law on copyright and other rights related to its exercise (Law No. 633 of 22 April 1941). The Service also offers support to Journal editors during the uploading, peer-review, publication and any corrections (*erratum* and *corrigendum*) of the contributions.

For each Journal, the Service requires an ISSN code and assigns to each contribution collected in the Journals, deposited in digital format (hereinafter "Contribution" or "Contributions"), a DOI (Digital Object Identifier) that ensures its unique and permanent identification.

### 3. Provision of the Service

Through the Service, the University provides, free of charge, the information technology resources needed to publish and make the Journals available to the public on the Website, in accordance with these User Terms of Service.

The Service particularly provides support with regard to

- the configuration and maintenance of the software;
- training in the use of the software platform;
- technical assistance to editorial offices;
- the ISSN application;

- the assignment of persistent identifiers (e.g. DOIs) to Contributions;
- conservation in the National Central Libraries in Florence and Rome;
- cataloguing in the ACNP Italian Catalogue of Periodicals;
- indexing by repositories and search engines;
- the activation of the Journal in AlmaDL Journals.

Each Contribution published through the Service shall be accompanied by descriptive (managerial, structural and bibliographical) metadata, provided under its own responsibility by the editor of the Journal including, in particular, the title of the work, the name of the author or any other rights holder (e.g. editors and/or translators) and any other information.

The University also undertakes to show on the Website the licence to use the chosen Journal and indicated during the activation of the journal, which defines the terms and conditions of use of the Contributions itself by any third-party users of the Service (the "Journal Terms of Use"), as governed by point 7 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.

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

#### 4. Acceptance of the Terms of Use of the Service

The use of the Service, as well as the consultation of the Journals and Contributions available therein, requires the full and unconditional acceptance of these Terms of Use of the Service, as well as compliance with the further special conditions relating to each Journal, as set out in the relevant pages of the Website.

#### 5. Subscription to the Service

The Service may be subscribed to by the University Facilities which own or co-own a Journal or by the University Facilities which support the publication of a Journal subject to the signing of a specific agreement/convention with the body, association, foundation or other organisation which holds the ownership rights.

Subscription of the Service is activated by the Director of the Journal by sending an e-mail to [ojis@unibo.it](mailto:ojis@unibo.it) with the following documents:

1. the publication application form, a template of which is available at <https://sba.unibo.it/it/almadl/servizi-almadl/pubblicare-riviste-scientifiche-di-qualita> duly completed and digitally signed;
2. these Terms of Use of the Service, accepted and digitally signed;
3. the extract from the minutes of the meeting of the University Facility acknowledging the willingness to publish the Review through the Service;
4. for Journals published in agreement/convention with the body, association, foundation or other organisation holding the ownership rights, a copy of the agreement/convention;
5. for Journals already published with previous publishers in print or digital form, appropriate documentation proving the acquisition of the necessary rights to publish the Journal via the Service, in accordance with these Terms of Use of the Service.

Subscription to the Service, after submitting a request for publication and after accepting these User Terms of Service, will be effective for all Contributions to the Journal that are subsequently uploaded to AlmaDL Journals.

With the publication application form for the Service, the editor is asked to choose the licence for use of the Journal, and this choice will be maintained and applied to all Contributions, as governed in point 7 below.

The director of the Journal shall inform the authors of the Contributions of the licence chosen for the Journal itself, and will obtain independently and directly from the authors of the Contributions/right holders, their consent to deposit, publish and make the Contributions available to the public, and to copy them. The Service makes available a waiver model, available at: <https://sba.unibo.it/it/almadl/servizi-almadl/pubblicare-riviste-scientifiche-di-qualita#liberatoria>.

#### 6. Authorisations

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

- to make the Journal and the Contributions available to the public, free of charge, without territorial or time restrictions, through AlmaDL Journals, in accordance with the applicable Journal Terms of Use, granting all relevant powers and authorisations and accepting that the corresponding disclaimer will be visible to third-party users;
- first publish the Journal through AlmaDL Journals for unpublished titles;
- publish, in any case, regardless of the associated Terms of Use of the associated Journal, the bibliographic and descriptive metadata of the Contributions in accordance with these Terms of Use of the Service;

- 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 Contributions in the University repositories for historical and documentary purposes.

## 7. Terms of Use of the Journal

For each Journal published via the Website, the editor shall indicate the Terms of Use of the Journal by users outside the Service. The licence of use chosen shall be in accordance with the options implemented by the Service and the choice will also be maintained and applied to individual Contributions. It is expressly understood that it is the responsibility of the editor to communicate the Terms of Use of the Journal to the authors/right holders of the Contributions in accordance with point 5 above. The terms and conditions of use recommended by the University and implemented by the Service can be identified among Creative Commons Licences (for further information, see <http://www.creativecommons.it/Licenze> and <http://creativecommons.org/>). The Service will publish a disclaimer relating to the specific Creative Commons Licence on the pages of the Website.

## 8. Deposit of the Contributions with the National Central Library of Florence and Rome

The University, through the Service, deposits the Contributions free of charge at the National Central Libraries in Florence and Rome.

## 9. Journal check and availability to the Public

Journals and Contributions will be published and made available to the public through the Website in their final version as approved by the Director of the Journal through the technological platform, without any changes.

It is expressly understood that the University: will not check the lawfulness of the Contribution content, for which the author/holder of rights will be solely responsible; will not put in place any technological protection measures for the Contributions 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.

## 10. Warranties

The Director of the Journal represents and warrants:

- that they are the director of the Journal;
- that the Contributions are original and authentic;
- that they wish to use the AlmaDL Journals service to disseminate and give visibility to the Journal;
- that they are the holder of all the exploitation rights necessary to allow the University to lawfully copy, publish and disseminate the Contributions to the public, and in any case they have obtained the consent of all holders of such rights, including any authors;
- that there are no copyright or related rights of third parties (including database rights and image rights), patent rights or other intellectual property rights, rights to trade secrets and protected know-how, or other third-party rights that could be infringed by copying, publishing and disclosing the Contributions 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 Contributions are such to infringe confidentiality rights or other personality rights (e.g. personal image rights);
- that the Contributions 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 data.

The Director of the Journal undertakes 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 Journal, their content and related bibliographic and descriptive data.

The University undertakes not to use the Journal 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.

## 11. Limitation of Liability

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

- will not be liable towards the director of the Journal and, in general, towards the author/copyright holder for copyright infringements or violations of other rights to the Journal and/or its Contributions, 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 Contributions;

- will not be liable for any delays in the upload, publication and dissemination of the Journal and/or the Contributions 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 the Journal and any removed Contributions remain visible on the websites of third parties that may have been collecting, mirroring and harvesting material at a time when the Journal and/or Contributions 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.

Except as expressly provided in these User Terms of Service, all economic rights to the Contributions will remain with the authors/holders of rights.

Moreover, the University accepts no liability for any claims by third parties of any nature whatsoever on the Journals published on the Website or on the relevant Contributions, of which the director and/or the authors/rights holders must guarantee free availability to the extent necessary for the implementation of these Terms of Use of the Service and the performance of the Service itself.

## 12. Removal of Contributions

The University will make the Journals available to the public on the Website in accordance with these User Terms of Service and the Terms of Use of the Journal. In the case of termination according to the legal terms of the standard licence (e.g. Creative Commons Licences) set out in the Terms of Use of the Journal and in the other cases permitted by Italian Law no. 633/1941, the director of the Journal and the author/rights holders of the Contributions can submit a motivated request via certified email to [scriviunibo@pec.unibo.it](mailto:scriviunibo@pec.unibo.it), in which they prevent access to and visibility of the Journal and/or Contributions on the Website. After receiving such a request and after checking that the relevant conditions apply, AlmaDL will prevent access to the Journal and/or Contributions on the Website within 30 business days of receipt.

The University reserves the right to make the Contributions 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 Journal or Contribution and their content or related bibliographic data have been made available.

## 13. 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. The University will retain its commitment to store 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 directors of the Journal in a specific notice.

## 14. 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.

## 15. Information

For information, communications or special needs in relation to the Service and all related procedures, unless otherwise indicated, please send an email to [ojs@unibo.it](mailto:ojs@unibo.it).

## 16. Information on the processing of personal data

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 – Università di 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 processing is art. 6 of Regulation (EU) 2016/679, paragraph 1 (c) (processing for contractual obligations) 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 – Università di Bologna at [privacy@unibo.it](mailto: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 – Università di Bologna (registered office: via Zamboni 33, 40126 – Bologna, Italy; email: [privacy@unibo.it](mailto:privacy@unibo.it); PEC: [scriviunibo@pec.unibo.it](mailto:scriviunibo@pec.unibo.it)).

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

For further information, see the website [www.unibo.it/privacy](http://www.unibo.it/privacy).

The clauses referred to in Art. 4 (Acceptance of the Conditions of Use of the Service); 5 (Subscription to the Service); 6 (Authorisations); 7 (Terms of use of the Journal); 8 (Deposit of Contributions at the National Central Libraries of Florence and Rome); 9 (Check and availability to the Public); 10 (Warranties); 11 (Limitation of liability); 12 (Removal of Contributions); 13 (Termination of Service); 14 (Applicable law and Jurisdiction) are expressly accepted by signing the deed by digital signature pursuant to arts. 1341, 1342 of the Italian Civil Code.

The Director of the Journal

*Digitally signed*