

# Repository Terms of Use Requiring Approval<sup>1</sup>

V 2.0, March 2019

## SCOPE OF USE / LICENCES

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1. As a rule, the library repository of Fachhochschule Vorarlberg GmbH (henceforth abbreviated to FH Vorarlberg) is only available for the publication of master theses of graduates as well as scientific publications of internal employees of FH Vorarlberg. With respect to the scientific publications of FH Vorarlberg employees, only the biographical data (metadata) may also be included for publication. Where applicable, this metadata may be adjusted, supplemented and corrected by the library staff according to library requirements.
2. There is no provision for the granting of Creative Commons licences for master theses of students.
3. With respect to the scientific publications of FH Vorarlberg employees, the authors themselves may decide whether and which Creative Commons licence shall apply to the publication. If a Creative Commons licence is selected when uploading a publication, the uploader thereby grants third parties the corresponding rights depending on the selected licence. Detailed information about Creative Commons licences can be found at <https://creativecommons.org/licenses/>.

## AUTHOR DECLARATION AND GRANTING OF CONSENT TO USE THE WORK

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4. I confirm that I have obtained the consent of my co-authors for the release of the respective publication in the repository and for the granting of consent to use the work in accordance with Point 6. Insofar as the named work has already been published, the right to second publication in the repository shall be clarified and ensured.
5. I assure that all copyright-related matters in connection with the uploaded scientific work and its provision in the OPUS repository of FH Vorarlberg have been clarified in advance. The rules of good scientific practice have been observed in its preparation. Insofar as extracts of external works are found in my work, this was based either on the provision of free use of the work (right of citation) or the consent of the copyright owner. This also applies to designs, graphics, photographs, depictions, figures and similar elements contained in the work. I assure that no intellectual property rights, personality rights or other third-party rights, nor data protection regulations, other legal provisions or confidentiality obligations regarding operating and/or business secrets are infringed by the named work or its electronic and physical publication.
6. I hereby grant FH Vorarlberg the right, free of charge, to archive the named work and the associated materials electronically, according to applicable technical standards, and to provide the same online free to an undefined group of people and for an unlimited period of time. This right encompasses the right of provision on online platforms, databases or storage systems (in electronic form) and also applies to the repository of FH Vorarlberg in particular.
7. If the work is excluded from use by an approved blocking request or an embargo period, it shall only be made available to the public following expiry of the block.
8. Where required for long-term electronic archiving and provision, I hereby grant FH Vorarlberg the free, non-exclusive, temporally and spatially unrestricted right to use the work in whole or part, in particular to duplicate, publish, distribute, send, archive and make publicly available by wire or wirelessly, as well as to edit the same, for example to make changes to the digital version of the work which are necessary for technical reasons or with respect to the requirements of long-term archiving (such as conversion). The outsourcing of technical infrastructure is permissible.
9. Insofar as FH Vorarlberg has already been granted corresponding rights, the granted rights shall remain unaffected by the above provisions.
10. I undertake to hold harmless FH Vorarlberg if third parties assert claims due to an infringement of rights against FH Vorarlberg in relation to the published scientific work, in particular with respect to the rights granted and online provision.

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<sup>1</sup> The Terms of Use were prepared based on the terms of use for the repository of the University of Salzburg; these Terms of Use contain corresponding amendments, adjustments and supplements. <http://ubs.sbg.ac.at/eplus.Nutzungsbedingungen.pdf>. Access 20.08.2018

11. I acknowledge that the repository is not only intended for the storage of full texts, but also contains metadata regarding scientific publications of internal employees as well as graduates. In any case, metadata and full texts are stored, are globally available and accessible on the Internet and are transmitted to other search services and portals (such as BASE, DataCite). Other libraries may likewise reference the work in the repository.
12. Upon disclosure of the metadata and uploading of the full text, I declare my consent to their publication for an unlimited period of time. Already published data or documents are generally not deleted. In the event of changes to the document, a second version must be uploaded (c.f. new edition for printed works).
13. The option of subsequent, additional publications must be clarified by the author in individual cases.

## **DECLARATIONS OF FH VORARLBERG**

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14. FH Vorarlberg undertakes to promptly inform the author as soon as it becomes aware of circumstances in which third parties exercise claims based on asserted infringements of rights by the scientific work.
15. FH Vorarlberg accepts no liability for the content of published documents or linked external websites. It also accepts no liability for errors or problems of any kind which occur for technical reasons and arise in the hardware and software of users. Furthermore, FH Vorarlberg accepts no liability whatsoever if the uploaded scientific work or parts thereof are unlawfully downloaded, used and distributed by a third party, or altered or issued elsewhere without consent.
16. FH Vorarlberg provides no guarantee for the interruption-free and faultless use of the repository. The operation can be restricted, changed or discontinued.
17. In the event of an infringement of third-party rights, provisions of terms of use or legal provisions, FH Vorarlberg is permitted to block or delete published documents. Only the full text of the document shall be blocked or deleted; metadata is retained as a rule. The library shall take note of a block or deletion in the metadata.
18. The Terms of Use may be amended from time to time without prior announcement. The respectively valid Terms of Use shall be accessible.
19. FH Vorarlberg expressly reserves the right to reject works and texts. There is no legal entitlement to publication in the repository.
20. In order to maintain the high standard of the repository, FH Vorarlberg is permitted to perform quality checks on the publications of employees which have not yet undergone peer review. In this connection, publications selected at random (random samples) shall be reviewed according to a designated model.

## **DATA PROTECTION NOTICE**

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21. The web server of the FH Vorarlberg library repository is maintained by Bibliotheksservice-Zentrum Baden-Württemberg (BSZ).
22. As part of the publication process, the personal data (first name and surname of posting individuals, authors, supervisors, academic title, study programme, organisational unit, body and email address) disclosed by authors or posting individuals may be collected, stored, managed and displayed in OPUS to internal and external users depending on the access settings.
23. The data from the repository shall also be used as a basis for the annual KPI report and the preparation of the publication list with scientific publications of internal employees of FH Vorarlberg.
24. As a rule, neither metadata nor full texts are designated for deletion.
25. FH Vorarlberg recommends publishing full texts without signatures, dedications, curricula vitae, addresses or similar.

## **ENGLISH TRANSLATION**

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26. Should difficulties of interpretation arise, the German text of these terms shall be binding. Please note that this document in German is available on [https://opus.fhv.at/docs/V2.0 NutzungsbedingungenOPUS.pdf](https://opus.fhv.at/docs/V2.0_NutzungsbedingungenOPUS.pdf).

**The above declarations of the author are applicable to me and I agree to these declarations. I agree that the uploaded publication shall be released in the OPUS repository of FH Vorarlberg in accordance with the above provisions.**