CONTRACT FOR THE DEPOSIT, ARCHIVING AND ELECTRONIC DISTRIBUTION OF A UNIVERSITY THESIS

Between :

UNIVERSITÉ DE GENÈVE, (hereafter « the University »),
24, rue Général-Dufour, 1211 Genève 4
represented by Marie Fuselier, Director of the Scientific Information Department

on the one hand

And :

Mr / Ms : XXXXXXXXXXXX (hereafter « the author »)
Domiciled at : XXXXXXXXXXXX
: XXXXXXXXXXXX
: XXXXXXXXXXXX
E-mail : XXXXXXXXXXXX

Author of a thesis titled : XXXXXXXXXXXX

on the other hand

Hereafter « the parties »

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Final version, approved by the Rectorate on 24.09.2001, amended on 01.02.2010
In case of discrepancy with the French version, the latter prevails
Preamble

Dedicated to give greater recognition to doctoral dissertations authored within its subdivisions and to ensure their long-term archiving, the University requires since 2010 the electronic filing of theses in its Open Archives UNIGE (“the Archives”) and supports their dissemination on the intranet and internet networks, it being understood that such theses must have obtained the imprimatur from the thesis jury or other competent authorities and shall include all corrections previously required.

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With this aim in mind, the parties agree:

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The author certifies that the electronic version of the thesis submitted to the University for filing, archiving and dissemination in the Archives is identical to its official version, such as approved by the competent organs of the University (imprimatur, with all the required corrections duly made), and which is the subject of legal deposit.

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On the contract signature date, the author, signatory of the thesis, represents and warrants that he/she holds all the copyright relating thereto.

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The author authorizes the University and the University undertakes to take any appropriate measure to improve access to the theses and promote their permanent archiving within the framework of the Archive, if necessary in collaboration with the Swiss institutions responsible for this task (National Library, Swiss Consortium of Libraries, Western Switzerland Library Network (RERO) ...).

The author authorizes the University to give a copy of his electronic thesis to the Swiss National Library in accordance with its mandate (article 2, LBNS of 18 Dec. 1992).

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In accordance with all applicable laws, the author remains solely responsible for the content of his / her thesis, including quotations or other uses of works of third parties.

The author certifies that all necessary authorizations from the owners of the rights in the works reproduced, in in whole or in part, in the thesis (illustrations, multimedia, etc.), have been obtained.
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In case of claims raised by third parties or for other legitimate reasons, the University reserves the right to suspend at any time the dissemination of the thesis in the Archive and shall notify the author by e-mail. The author undertakes to inform the University of any change of email address.

Neither the dissemination of the thesis in the Archive nor the suspension of its dissemination imply any opinion of the University about the thesis concerned. Such actions do not create any liability whatsoever of the University towards the author or any third party.

**Article 10**

The costs related to filing in the Archive, archiving and dissemination of the thesis are borne by the University.

**Article 11**

This contract is concluded for an indefinite period.

**Article 12**

The place of jurisdiction is Geneva and Swiss law applies.

Done at Geneva, on XXXXXXXXXX

In two original copies, in French.

For Université de Genève, For the author,

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