Terms of publication when publishing electronically via LiU E-Press

1 Introduction

Linköping University (LiU), through its publisher Linköping University Electronic Press (henceforth referred to as LiU E-Press), helps researchers to publish and disseminate their research output. The basis for LiU E-Press is academic freedom, which protects researchers’ rights to make their research results public. With that freedom comes the responsibility for the quality of their work and to ensure that the work is scientific, ethical, and legal. All publications by LiU E-Press are available Open Access online. LiU E-Press actively works to increase visibility, both nationally and internationally, for researchers and students at LiU. This is partially accomplished by publishing works via a publishing platform as defined below.

These Terms of publication apply only to works at LiU E-Press defined below. Special terms apply for other publications. The terms clarify issues regarding publishing online at LiU and are accepted with a signature on the agreement pertaining to a specific publication.

This document is in effect from 14 June 2021 and replaces the document Policy on electronic publishing at Linköping University Electronic Press (Dnr UB 55/05-10).

2 Definitions

1. **Work** refers to an item that is to be published via a publishing platform administered by LiU E-Press. Works that are allowed to be published according to the general terms comprise:
   a. **Licentiate and PhD theses** submitted at LiU presenting research primarily conducted at LiU.
   b. **Works by students** such as a degree thesis, essay or other written work examined at LiU at bachelor’s or master’s levels.
   c. **Books, working papers** and **pre-prints** presenting research that has mainly been conducted at LiU and gone through review where the author has received and taken into consideration critique by independent experts in the relevant research field, or, in the cases where the Work has not been reviewed, has been accepted for publishing by a head of department or another person appointed by the head of department.
2. The Author is the person or persons who have created a Work that they wish to e-publish. Henceforth, the creator(s) of a Work is referred to as Author regardless if the Work was created by one or more individuals. Authors eligible to publish their Works via LiU E-Press are:
   a. Regarding PhD and Licentiate theses: PhD students admitted to doctoral studies at LiU intent on submitting a PhD or licentiate thesis at LiU.
   b. Regarding Works by students: One or more students registered for a course at LiU where the Work was presented as an examination paper.
   c. Regarding Books, Working papers and Pre-prints: Individuals who at the time of composition of the Work were employed by or affiliated with LiU.

3. LiU E-Press refers to the publisher Linköping University Electronic Press.
4. A Publishing agreement is an agreement between the Author and LiU E-Press where the Author assigns LiU E-Press the right to e-publish a Work by the Author. There are different versions of the Publishing agreement depending on the type of publication.
5. Metadata is structured information about an electronically published Work, for example the Author's name and affiliation, title of the Work, ISBN, DOI, series, publisher and abstract.
6. E-publication means that the Work is made public electronically, online via the Internet, where everyone can access the Work.
7. Publishing platform. When e-publishing according to these terms, LiU’s institutional repository Digitala Vetenskapliga Arkivet (DiVA) is used as publishing platform, where all types of Works are e-published. LiU E-Press may choose to use other forms of e-publication and other publishing platforms in the future with a similar layout and content without notifying the Author, unless such a notification is required by law. Possible future publishing platforms are thereby covered by this document.

3 Publishing agreement

The Author owns the copyright to his/her Work. Before the Work can be e-published via a publishing platform, the Author must sign a Publishing agreement where LiU E-Press is given a non-exclusive right to e-publish the Work.

For student theses, a signed Publishing agreement is delivered to the relevant department. For working papers published in a series, the agreement is delivered to the series' editor. For other types of publications, the agreement is delivered directly to LiU E-Press.

4 Ethics, law offences etc.

All publishing via a Publishing platform is to be done in accordance with Swedish law as well as research and publishing ethical principles. Information
about research ethics is published by CODEX and the Swedish Research Council. Guiding principles regarding publishing ethics are published by COPE. Works e-published via LiU E-Press must not have been created in a fraudulent manner, for example including plagiarism, dishonesty or irregularities.

It is not permitted for the Author to hide his/her identity when e-publishing a Work via LiU E-Press.

The Work must not be composed in such a manner that the e-publication thereof can involve an offence against the law, for example libel or threat. It should also be considered if the Work can be perceived to express disdain for an individual’s gender, gender identity or gender expression, ethnicity, religion or faith, political opinions, philosophical beliefs, disability, age, or sexual orientation etc.

5 Publication by a third party

The Author assigns LiU E-Press the irrevocable right to e-publish the Work, which does not exclude the possibility for the Author to publish the Work with another publisher, before or after the publication by LiU E-Press (non-exclusive license). The Author is allowed to publish the Work with another publisher and can transfer that right, as long as LiU E-Press is allowed to continue with the e-publication of the Work.

If the Author has previously published the Work or transferred that right to another publisher before the e-publication via LiU E-Press, the Author must verify that LiU E-Press is permitted to e-publish the Work in accordance with the agreement and these Terms of publication.

6 Processing of personal data

The processing of personal data associated with the Author and his/her Work is done in accordance with the General Data Protection Regulation, GDPR (EU 2016/679). Handling the personal data listed below is necessary for LiU E-Press to fulfill its commitments in accordance with the Publishing agreement and these Terms of publication. By signing the Publishing agreement, the Author approves the processing of his/her personal data when e-publishing the Work via a Publishing platform. Personal data stored when publishing the Work that will be searchable through DiVA’s external interface are the following:
### Field Visibility in DiVA’s Search Interface
- **First and last name**: Yes
- **Affiliation**: Yes
- **Year of birth**: No
- **LiU-ID/user name**: No
- **ORCID**: Yes
- **Research group**: Yes
- **Email**: No

Year of birth, LiU-ID, ORCID, research group and email address are usually not collected for publication of a Student thesis in DiVA. However, that information is saved temporarily.

#### 6.1 Controller of personal data and contact information

Linköping University is controller of personal data for the information stated above.

The publishing platform DiVA is managed by Uppsala University (systems provider) who process personal data on LiU’s behalf. The repository is used for registration, publication and archiving of publications from a number of universities and research institutions.

The legal foundation for the processing of personal data is that it is necessary in order to fulfill the Publishing agreement and these Terms of publication. The Author has the right to obtain the personal data stored about the Author, after contacting LiU or, by exercising his/her rights in accordance with the General Data Protection Regulation, demand correction or transfer of the Author’s personal data. The Author can also request limitations and object to the processing of his/her personal data. The right to request deletion of information does not comprise information necessary to fulfil the Publishing agreement and these terms. To exercise his/her rights, the Author may email LiU via [registrator@liu.se](mailto:registrator@liu.se). If the Author wants to launch a complaint, he/she do so to the Swedish Authority for Privacy Protection.

#### 7 Fees and compensations

E-publishing with LiU E-Press is free of charge and non-commercial, meaning that the Author has no right of compensation in the form of royalties or other form of economic compensation.
8 The Author’s responsibilities

The responsibilities of the Author of a Work e-published on a Publishing platform by LiU E-Press encompass the following:

1. the content of the Work,
2. the assignment to LiU E-Press a non-exclusive right to e-publish the Work,
3. the assurance that the Author and his/her Work has a connection to LiU as stated in 2.2 and that the Author of the Work is stated correctly,
4. the creation of the Work in accordance with Swedish law and research and publishing ethical principles as stated in paragraph 4 [Ethics, law offences etc.],
5. the assurance that the copyright holding Author of the Work does not violate laws of copyright and that with the publication, LiU E-Press is not hindered to e-publish the Work when a third party is involved, as stated in paragraph 5 [Publication by a third party],
6. the notification of the relevant company or other organization, if the Work is the product of external collaboration,
7. the exclusion of confidential or secret material from the Work,
8. the handling of collected personal data (if applicable) in accordance with the GDPR (EU 2016/679) and associated national laws and regulations, and
9. fulfilling accessibility requirements regarding the Work in accordance with the Act on the Accessibility of Digital Public Services (2018:1937). Here is further information about what you need to do (In Swedish).

9 The responsibilities of LiU E-Press

LiU E-Press is responsible for:

1. providing a permanent and robust e-publishing platform
2. as soon as possible making the Work accessible on a Publishing platform
3. publishing metadata associated with the publication as provided by the Author, and
4. making the e-published Work accessible for a minimum of ten years, whenever possible

10 Liability

LiU E-Press reserves the right to be held unaccountable if a claim of compensation should be made due to an e-publication of a Work via LiU E-Press. One example of circumstances where this could be the case is if the Author does not live up to his/her commitments as stated in paragraph 8 [The Author’s responsibilities].
11 Correction or removal of a published Work

11.1 Correction of a published Work

Since the publication date has bearing on determining the priority of new research results, LiU E-Press does not allow modifications to be done to a published Work, unless for example due to copyright or confidentiality reasons. If errors or modifications were to be determined, LiU E-Press offers to publish an errata table to the published Work. When more extensive revisions of a book are required, LiU E-Press offers to publish a new edition. In that case a DiVA record for the new edition will be created and the book will be given a separate ISBN.

11.2 Removal of a published Work

As a main rule, a Work once e-published under a Publishing agreement will not be removed. Exceptions can be made in the following cases:

1. if the Author has not fulfilled his/her commitments in accordance with paragraph 8 [The Author’s responsibilities],
2. if the work is proved to be lacking in scientific quality,
3. if a published PhD or licentiate thesis has failed the examination,
4. changed circumstances beyond LiU E-Press’ control, or
5. extraordinary circumstances invoked by the Author.

LiU E-Press reserves the right to, without the Author’s consent, discontinue the e-publication of a Work if one of the reasons stated above applies. LiU E-Press also reserves the right to temporarily hide the Work from public view. Requests made by the Author on the grounds stated above are to be made in writing to LiU E-Press.

Removal of a Work in DiVA in the first hand occurs by hiding the full text document from public accessibility, while the metadata remains visible together with information about the reasons why the Work was removed. The Work will then remain accessible to authorized DiVA personnel for possible future analyses. In certain cases, the Work can remain openly accessible with a note explaining how circumstances have changed.

12 Changed circumstances at LiU E-Press

LiU E-Press reserves the right to cease with the e-publication due to significantly changed circumstances or Force majeure.

13 Disputes

Judgments on disagreements are handled by the Library board, in accordance with Decision regarding Instructions for LiU E-Press (Dnr: LiU-2021-02034).
Disputes regarding these Terms of publication are primarily resolved through direct negotiations between the two parties. If such negotiations do not resolve the dispute within a reasonable amount of time, the dispute can be referred to a Swedish court of law.

14 Signing the agreement

By signing the Publishing agreement, both parties commit to fulfill the Terms stipulated above. The Publishing agreement and these Terms of publication are applied in accordance with Swedish law.