

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 28 February 2022 and replaces the earlier version of this document, *Beslut om Publiceringsvillkor för E-publicering via LiU E-Press*, 14 June 2021, (UB 2021-00042).

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.

- d. **Papers or abstracts** presented at a conference and compiled in a **proceeding**. The conference needs to have a clear connection to LiU. A representative for the conference will be counterparty to LiU E-press, and he or she must be employed by or affiliated with LiU according to “Riktlinjer för affiliering till Linköpings universitet” Dnr LiU-2021-02223. This person is defined as the **Organiser**.
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 **Licentiate and PhD 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, according to “Riktlinjer för affiliering till Linköpings universitet” Dnr LiU-2021-02223.
 - d. Regarding **papers or abstracts** that are part of a **proceeding**: Individuals who are co-authors of the *Work*, where at least one of the authors participated in the conference.
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 a *Work* that is a proceeding *LiU E-press* will use Open Journal Systems (OJS) as publishing platform. For all other *Works*, *LiU E-press* uses LiU's institutional repository *Digitala Vetenskapliga Arkivet* (DiVA). *LiU E-Press* may choose to use other publishing platforms in the future 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

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 *Works* that are student theses, a signed *Publishing agreement* is delivered to the relevant department. For *Works* that are working papers published in a series the signed *Publishing agreement* is delivered to the series' editor. For *Works* that are papers or abstracts in a proceeding the signed *Publishing agreement* is delivered to the *Organiser*. 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 Copyright and Publication by a third party

The *Author* retains the copyright to all versions of his or her *Work*. 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*.

Information on how personal data are processed in the *Publishing platform* Open Journal Systems (OJS) is available at:
<https://journal.ep.liu.se/index/privacypolicy>

6.1 and 6.2 below apply to the handling of personal data in the DiVA *Publishing platform*.

6.1 Personal data in DiVA

Personal data stored when publishing the *Work* that will be searchable through DiVA's external interface are the following:

Field	Visible in DiVA's search interface	Searchable in DiVA
First and last name	Yes	Yes
Affiliation	Yes	Yes
Year of birth	No	No
LiU-ID/user name	No	Yes
ORCID	Yes	Yes
Research group	Yes	Yes
Email	No	No

Year of birth, LiU-ID, ORCID, research group and email address are usually not collected for publication of a Student thesis in DiVA. The information is saved until further notice, in accordance with current law on archives.

6.2 Controller of personal data and contact information for DiVA

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 fulfil the *Publishing agreement* and these Terms of publication (according to article 6.1.b in the General Data Protection Regulation). 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 in accordance to the General Data Protection Regulation is not unlimited, and 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. 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 av 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 [Copyright and 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.](#)

9 The responsibilities of LiU E-Press

LiU E-Press is responsible for:

1. providing permanent and robust *Publishing platforms* for *E-publication*.
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 *Work* that is a book are required, *LiU E-Press* offers to publish a new edition. In that case a record for the new edition will be created in the Publication platform, and the new edition 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 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 in the *Publishing platform* accessible to authorized 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.