

## AGREEMENT for the deposit, storage, and electronic circulation of PhD theses

Between:

Università della Svizzera italiana (hereafter USI),  
via Lambertenghi 10 A, CH-6904 Lugano,  
represented by the Head Librarian, Biblioteca universitaria di Lugano

**on the one hand**

and:

Mr/Mrs ..Luis Mastrangelo..... (hereafter the Author<sup>1</sup>)

Resident of: ..Via Zurigo 1, 6900, Lugano, Switzerland.....  
.....

e-mail: ..luismastrangelo@gmail.com.....

being the Author of a Thesis entitled:

..When and How Java Developers Give Up Static Type Safety.....  
.....

**on the other hand**

(hereafter referred to as “the Parties”)

<sup>1</sup> To simplify, the masculine form of pronouns and other parts of speech is used throughout to cover both genders.

## **Preamble**

In order to achieve greater visibility for all PhD theses submitted in any of its Faculties and to guarantee permanent storage, in 2005 USI introduced a recommendation according to which each thesis may be deposited in its digital format in the RERO DOC electronic archive, (hereinafter "the Archive"). At the same time, the objective is to promote wide circulation across the networks: the Intranet and the Internet. This opportunity is available to PhD authors who have been granted an *imprimatur* by the Board of Examiners, on completion of all revisions requested.

With this procedure, USI aims to facilitate access to, and the preservation of, knowledge, to promote opportunities for contact and exchange between authors of PhD theses and members of other universities and academic institutions, as well as to help enhance the reputation of these authors and members of the academic staff.

The initiative satisfies the recommendations of the Berlin Declaration on open access to scientific knowledge.

The rights of use granted to USI by the present Agreement are non-exclusive and the Author remains entirely free to publish or circulate his work in any other form, and remains entirely responsible for it. In other respects, the Author accepts the objectives set out by USI in the present preamble.

In view of the above, the Parties agree as follows:

## **Article 1      Object of the deposit**

The Author warrants that the electronic version of the Thesis handed in to USI for deposit, storage and circulation is in all respects the same as the print original officially approved by the Board of Examiners (with the Board's *imprimatur*, and incorporating all corrections requested).

## **Article 2      Copyrights**

On signing the present Agreement, the Author warrants that he holds all related rights and that any previously agreed licence or transfer to a third party of the Thesis copyright in no way conflicts with the obligations deriving from the present Agreement.

The Author undertakes not to grant to any third party any rights that may in some way interfere with the present Agreement, and reserves all rights and obligations deriving from it in the event of his signing any further agreement with a third party (in particular with a commercial publisher).

The Author is answerable to USI in the event of claims made against it by third parties as a result of any commitments entered into with such third parties.

The Author should be fully aware of the fact that by granting USI a licence for the free or limited circulation of his Thesis, according to Art. 3 of the present Agreement, he may infringe obligations he is expected to fulfil under contract for the commercial publication of his Thesis.

In the event and if in doubt, the Author is advised to opt solely for the electronic deposit of his Thesis according to Art. 3 of the present Agreement, without prejudice to his right to modify the modes of access to his work, according to Art. 4 of the same Agreement.

### **Article 3**      **Transfer of rights of use to USI**

The Author authorises USI to publicise his Thesis both on- and off-line, in particular through bibliographical notices and/or an abstract.

The Author grants USI a simple, non-exclusive and free of charge licence to make available his Thesis stored in its Archive according to one of four modalities: free (1), limited (2), suspended (3) or unauthorised (4) access. Options 2 (limited access through USI's Intranet) and 3 (access suspended by embargo) are temporary conditions, available for a maximum of 24 months from the date the present Agreement comes into force. After this period, the 'free access' option (1) comes automatically into force.

#### **PREFERRED ACCESS TO THE THESIS DEPOSITED \***

1. ☒ **free**
2. ☐ **limited, temporarily**, to USI's campus network for ..... months
3. ☐ **suspended, temporarily**, under embargo for ..... months
4. ☐ **unauthorised**, for **sole deposit** on the servers of the Biblioteca universitaria di Lugano

\* Tick the appropriate box; for options 2 and 3, please indicate the number of months you wish to limit or suspend access (maximum period: 24 months).

### **Article 4**      **Changes to the Agreement: preferred access**

The Author may modify the level of circulation of his Thesis through options 1, 2, and 3, as detailed under Art. 3 of the present Agreement (free, limited or suspended) and/or the duration of such limitation or suspended access to the Thesis stored in the Archive (options 2 and 3), by submitting a request to USI no later than one year since it was first deposited.

Changes in the preferred access options, starting from option 4 in favour of access through the Archive (options 1, 2, or 3) may legitimately be made at any time.

The levels of circulation or access defined by options 1, 2, and 3, as shown in Art. 3, do not admit the possibility to suspend viewing of the bibliographical data, or to wipe out any related files.

USI is obliged to modify the preferred type of access according to the Author's request within a reasonable period, and no later than one month after being notified of such request.

All requests for a change are to be addressed in writing, by registered post, to the Head Librarian, Biblioteca universitaria di Lugano.

### **Article 5**      **USI's liabilities**

USI undertakes to provide permanent storage (e.g., a Uniform Resource Name – URN) as well as long-term electronic storage of the Thesis, and to guarantee access and visibility to the same (where access to the Thesis has been authorised by any of the options: 1, 2, or 3).

USI shall not be responsible for any unlawful use by anyone given access to the Thesis (copying, plagiarism, changes to the text, and other damage to the integrity of the work, etc.).

USI cannot be held responsible and has no means of guaranteeing the security and reliability of the appliances and technical instruments connected with the electronic deposit of the Thesis. The Author declares he will never enter any legal proceedings against USI as a result of any Internet piracy; he is nonetheless fully entitled to act for the safeguard of his rights against the perpetrators.

## **Article 6      Permanent storage**

The Author gives permission to USI, and USI undertakes, to apply any useful measure in order to improve access and promote permanent storage in the Archive, if necessary in association with any Swiss institutions entrusted with this mission.

The Author gives permission to USI to provide an electronic copy of his Thesis to the Swiss National Library, in accordance with the latter's remit (Art. 2 LBNS of 18 December 1992).

## **Article 7      Author's liability to third parties**

In accordance with all the legal provisions applicable, the Author is personally answerable for the content of his Thesis, notably with regard to quotations or other use of, or references to, the work of other authors.

In particular, the Author warrants himself to be in possession of all the necessary authorisations from the holders of copyrights on the works reproduced, wholly or in part (pictures, multimedia excerpts, etc.), in his Thesis. Likewise, he shall make sure that USI is not held responsible for any matter related thereto.

## **Article 8      Author's liability to USI**

The Author shall be answerable to USI for any damage caused to the latter in relation to the deposit and/or circulation of, and access to, the Thesis according to the present Agreement; more generally, the Author is answerable for any violation of the obligations arising therefrom.

## **Article 9      Amendments to the Agreement: access suspended**

In the event of any claims or demands made by third parties or for other legitimate motives, USI reserves the right to discontinue, at any time, the circulation of the Thesis through the Archive, and shall notify the Author by email accordingly. In view of this, the Author shall inform USI of any change of email address.

The actual access to the Thesis, as well as its possible suspension, in no way imply an endorsement on USI's part of the content of the work; nor can they entail any liability of USI to the Author or to any third parties in virtue thereof.

**Article 10     Charges and expenses**

Any costs arising from the deposit, storage, and circulation of the Thesis through the Archive shall be covered by USI.

**Article 11     Duration**

The present Agreement is ratified for an indefinite period.

**Article 12     Jurisdiction**

Lugano is the competent court, and Swiss law applies.

Lugano, dated: September 27, 2019

Two original copies written in English.

For and on behalf of Università della Svizzera italiana

The Author

.....  
Name and Surname of the Signatory  
Biblioteca universitaria di Lugano

Luis Mastrangelo.....