

## ONLINE PUBLISHING AGREEMENT

### 1. THE PARTIES INVOLVED

#### A. AUTHOR OF WORK (hereon Author)

Name: \_\_\_\_\_  
Profession: \_\_\_\_\_  
Address: \_\_\_\_\_  
Title of work (hereon Work): \_\_\_\_\_  
Document type: \_\_\_\_\_  
Owner: \_\_\_\_\_

#### B. ONLINE PUBLISHER

"LUCIAN BLAGA" CENTRAL UNIVERSITY LIBRARY  
(hereon Publisher)  
Address:  
2, Clinicilor Street  
400006, Cluj-Napoca, Romania

### 2. PURPOSE OF AGREEMENT

The Author, on behalf of himself/herself and his/her heirs, executors, administrators, successors and assignees, agrees to grant the Publisher non-exclusive rights to make the Work available to the general public through an open information network in electronic format to assure maximum dissemination of the Author's Work.

This contract does not infringe the print rights.

### 3. OBLIGATIONS OF THE AUTHOR

The Author hereby warrants to the Publisher that:

- The Work is free and clear of any counts of libel, plagiarism, breach of privacy or misrepresentation of facts.

- The Work does not infringe any copyright or proprietary right, common law or statutory law, and does not contain any material of libelous nature.
- The Work is not in the public domain and the Author is the copyright holder of the Work with full power to enter into this contract.
- If the Work has been previously published in whole or part, the Author currently holds all copyrights and is legally allowed to enter this agreement.
- The Author releases the Publisher from any responsibilities relating to any legal actions incurred by the contents of the Work or the Author.

The representations contained herein are true on the date of the signing of this contract.

#### **4. OBLIGATIONS OF THE PUBLISHER**

The Publisher will see that the work is appropriately registered in the library catalogue or catalogues and offers online access to the publication itself.

The Publisher will provide the online accessibility of the work but makes no guarantee regarding any benefits or services that it provides to the Author or creator of the Work or regarding the performance, functionality, quality or availability of publishing platforms or apps.

For preserving the Work, the Publisher will save the original version of the Work to its archive server. If the original version has not been rendered, the Publisher will save a copy of the edited document to the archive server for electronic publishing.

#### **5. COMPENSATION**

The Publisher will *not* compensate the Author for the use of the Work. The two parties will not demand payment or compensation for the online use of the publication nor for making paper print-outs of the Work for *private* use.

#### **6. COPYRIGHT**

Copyright to the Work is reserved by the author. The Publisher holds the right to change the format or copy the work in order to guarantee its long-term preservation.

The Publisher holds the right to distribute the Work in an electronic format through its online publishing service for as long as this agreement is in effect.

#### **7. ANNULING OR CANCELLING THE AGREEMENT**

The Publisher may annul the agreement immediately if the author has demonstrably given misleading or erroneous information in relation to clause 3. Annulling the agreement will not exonerate the Author from responsibility or from potential liability for damages.

The Author may demand the cancellation of the agreement in writing, in which case the agreement will be cancelled *one month* after rendering the written demand. After the cancellation of the agreement, the Publisher holds no further right to maintain the publication on an open information network for public access, but the Publisher may keep an electronic archive copy of the Work. The archive copies are accessible in the same manner as other electronic copies at depository libraries on machines reserved for this purpose.

If the annulment of the agreement is due to breach of contract by the Author, the Author is liable to indemnify all expenses and direct damage caused to the Publisher by the annulment of the agreement.

Both parties hold the right to annul the agreement if meeting its conditions becomes impossible due to force majeure. Force majeure entails such unusual and relevant events occurring after making the agreement and preventing the fulfillment of the agreement which could not be foreseen by the parties when making the agreement and which are independent of both parties and the preventive effects of which cannot be removed without additional expenses deemed inordinate or without loss of time deemed inordinate.

## **8. RESOLUTION OF DISPUTES**

Disputes resulting from interpretation of this agreement are primarily resolved through negotiation.

## **9. COPIES OF THE AGREEMENT**

This agreement has been made in two identical copies, one for each party involved.

"Lucian Blaga" Central University Library

Author of the work

General Director  
Conf. Univ. Dr. Valentin Șerdan-Orga