

Universiteitsbibliotheek Utrecht

## Licence to Deposit in Utrecht University Repository

Depositor/Depositors (author); hereinafter referred to as ‘Depositor’ or ‘Depositors’, grants to

Utrecht University Library; hereinafter referred to as ‘Depositary’ (institution), the following Licence.

### Whereas

This Agreement concerns the storage and provision of access to scientific works or digital files in a digital repository; it reflects the basic principle that such material should be made freely accessible to third parties without restriction:

- Depositor and Depositary believe it is in the general interest to grant maximum access to scientific works and/or digital files without compromising quality or academic freedom, especially when public resources have financed such works;
- Depositor and Depositary accept that weighty reasons may necessitate an embargo on the accessibility for third parties of scientific works and the underlying files (including databases);
- In the above situation, Depositary and Depositor may apply an embargo.

### Clause 1 Definitions

The following words shall have the following meanings assigned to them:

1. **Acceptance:** the communication to Depositor by Depositary of the latter’s willingness to accept and preserve Depositor’s work and make it available to third parties.
2. **Work:** doctoral thesis with title as mentioned in MyPhD.
3. **Use for Commercial Purposes:** use of the Work with the object of acquiring a monetary advantage by means of sale, loan, transfer, lease, provision, or another form of exploitation of the Work or a copy of the Work. There is no question of commercial use by Depositary if it requires users to pay a subscription or registration fee, or passes on to users the actual costs incurred, for example for copies.
4. **Embargo:** a waiting period to be observed before a Work from the digital repository in which it is included may be made accessible to third parties.

### Clause 2 Licence

1. Upon Acceptance, Depositor grants Depositary an irrevocable non-exclusive Licence, free of charge, to (a) include the Work in its digital repository by transferring the content of the Work to a data medium at the disposal of Depositary, regardless of the manner or form, and (b) to make the Work accessible to third parties.

2. The non-exclusive Licence referred to in Clause 2.1 encompasses the right of Depositary:
  - to make the Work available to third parties by means of distribution, online transmission or transmission in any other form;
  - to make the Work accessible to all under a non-exclusive and irrevocable Licence granting users of the digital repository the right to duplicate and publish the Work, in any medium and on any data carrier, on condition that the name of the Depositor/Depositors and the source are properly indicated;
  - to store and preserve the Work and keep it accessible for the future;
  - to alter or restrict access if there are weighty reasons for doing so.

### **Clause 3 Obligations of Depositary**

1. Depositary shall clearly indicate who is Depositor of the Work and shall also indicate that, when making use of the Work, users are obliged to clearly indicate the names of Depositor/Depositors and the source of the Work.
2. Depositary, to the best of its ability and means, shall permanently store the deposited Work and maintain it as readable and accessible.
3. Depositary shall store the Work and include it in its digital repository in its original form. In order to permanently preserve the Work, to ensure that it can be consulted, and to provide electronic access to it, Depositary shall be entitled to make copies of the Work and to alter them; in doing so, Depositary shall do everything reasonably possible to respect the technical functionality, design, and content of the Work.
4. If the Work is subject to an Embargo, Depositary, to the best of its ability and means, shall provide effective (technical) facilities to prevent unauthorised third parties from calling up and/or reusing the Work, or parts of the Work, during the Embargo period.
5. Depositary shall clearly indicate to users that they require the consent of Depositor or of the title holder/title holders for any commercial use of the Work.
6. Depositary shall not use or sell on the deposited Work for commercial purposes.

### **Clause 4 Moral rights**

1. The granting of this Licence does not affect Depositor's moral rights in respect of the Work. In particular, Depositor shall have the right to be mentioned as Depositor of the Work and shall have the right to contest any distortion of or adverse effect on his/her Work.
2. If Depositor can show that his/her moral rights have been infringed by Depositary's use of his/her Work pursuant to this non-exclusive Licence, he/she shall be entitled to request that Depositary cease using his/her Work in that manner. Depositary shall comply with such request unless this cannot be required given the scientific or historical value of the Work.

### **Clause 5 Indemnification**

1. Depositor warrants Depositary that he/she is the (sole) titleholder in respect of the Work pursuant to the Dutch Copyright Act [Auteurswet] and/or the Dutch Databases (Legal Protection) Act [Databankenwet] and that the Work does not infringe any rights of any third party.
2. Depositor shall indemnify Depositary in respect of claims asserted by third parties regarding the Work, for example infringement of copyright and/or other rights, portrait right, infringement of privacy and/or the Personal Data Protection Act [Wet bescherming persoonsgegevens], abuse/defamation, or a wrongful act [onrechtmatige daad].
3. Depositor hereby states that, where the Work (or any contribution based on the Work) has been sponsored or subsidised by another institution or organisation than Utrecht University, all obligations regarding publication and/or other obligations have been complied with that are imposed by said sponsor, institution, or organisation.

## **Clause 6 Liability**

1. Depository shall not be liable in respect of the loss of some or all of the Work.
2. Depository shall not be liable for any damage resulting from any act or omission of a third party to whom Depository has made the Work available.

## **Clause 7 Changes/restrictions regarding access to the Work**

1. If there are weighty reasons for him/her to do so, Depositor shall be entitled to request Depository to temporarily suspend access by third parties to the Work. In that event, Depository shall retain the Work in the digital repository but, from the point at which Depositor submits his/her request, shall cease to allow third parties to access the Work. Depository shall only comply with said request in the event of a contravention of public order or public morals.
2. In the event of a contravention of public order or public morals, Depository shall be entitled to temporarily or permanently restrict or prevent access to the Work or parts of the Work. In such event, Depository shall inform Depositor as soon as possible.

## **Clause 8 Legal relationship**

Depository shall be entitled to transfer its exploitation rights in respect of the Work to a third party on condition that said third party complies with the obligations undertaken by Depository vis-à-vis Depositor. In the event of such transfer, the legal successor to Depository shall be bound by the present Licence to Deposit.

## **Clause 9 Multiple Depositors**

If the Work has more than one author, Depositor has gained the consent of each of them in order to enter into this Agreement on their behalf.

## **Clause 10 Applicable Law**

This Agreement shall be subject to the law of the country in which Depositor resides. Any dispute shall be submitted for adjudication to the competent court in that country according to the normal rules regarding jurisdiction.

## **Clause 11 Final Provision**

This Agreement shall take effect on the day of Acceptance.

Drawn up in duplicate and digitally signed,

PhD student  
name: Annelienke Michelle van Hulst  
date: 2023-11-08

on behalf of the executive board Utrecht University  
name: prof. dr. H.R.B.M. Kummeling  
date: 2023-11-08

Title of PhD thesis: Towards Beating Dexamethasone-Induced Side Effects in Children  
with Acute Lymphoblastic Leukemia

Subtitle of PhD thesis:

Date of PhD ceremony: 30-11-2023

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