



**ADA UNIVERSITY  
LIBRARY AND INFORMATION SERVICES**

Ahmadbey Aghaoglu Street 61, Baku, Azerbaijan AZ1008, Tel: (+994 12) 437 3235, Fax: (+994 12) 437 3236

**INTELLECTUAL PROPERTY SUBMISSION AND AGREEMENT FORM INSTRUCTION**

**INTRODUCTION**

Current **INSTRUCTION** is provided by ADA University Library to guide Authors in submission process of the **INTELLECTUAL PROPERTY SUBMISSION AND AGREEMENT FORM** and clear understanding of terms, conditions, options and usage combinations.

**OPEN ACCESS AND EMBARGO AGREEMENT FORMS**

Before the submission process the Author is pleased to choose appropriable **INTELLECTUAL PROPERTY SUBMISSION AGREEMENT FORM** (*Open Access* or *Embargo* oriented form) to provide preferable storage conditions and usage combinations for the Research work at the ADA University Digital Repository.

*NOTE: During review of the “INTELLECTUAL PROPERTY SUBMISSION AND AGREEMENT FORM” the Author may negotiate with the ADA University Library representative for flexible agreement conditions.*

**OPEN ACCESS CONDITION**

Provides usage of a Research work online use without limitations for end users, protected by *Law of the Republic of Azerbaijan on Copyright and Related Rights (as amended up to Law No. 636-IVQD of April 30, 2013)*, and *Creative Commons Attribution Non-Commercial Share Alike 3.0 license*.

**“OPEN ACCESS” COMBINATION** - To apply an appropriable *Open Access* combination in scope of *Open Access* condition the Author has to choose: **Full text (see example 1)**.

*NOTE: By choosing Open Access condition the Author has to read carefully Open Access oriented INTELLECTUAL PROPERTY SUBMISSION AND AGREEMENT FORM, chose format of the*

submitted file (*Print/Digital*), *Open Access* condition and *Full Text* combination (see example 1).

**Example 1:**

FORMAT OF THE SUBMITTED FILE: PRINT  DIGITAL

CONDITION OF THE SUBMITTED FILE: OPEN ACCESS  HYBRID

Your intellectual property can be stored and made available through the web site of ADA University Library Digital Repository with one of the following access combinations:

**OPEN ACCESS OPTIONS OF THE SUBMITTED FILE:**

Full text

Limited Full text access (max 20% of main content)

**HYBRID ACCESS CONDITION**

Provides an access to the 20% of the Research work. Hybrid access offers to the Author partial distribution of the Research work in *Open Access* for ADA University end users and secures the rest of the Research work by *Law of the Republic of Azerbaijan on Copyright and Related Rights (as amended up to Law No. 636-IVQD of April 30, 2013)*, and *Creative Commons Attribution Non-Commercial Share Alike 3.0 license*.

**“HYBRID ACCESS” COMBINATION** - To apply an appropriate *Hybrid Access* combination in scope of *Hybrid Access* condition the Author’s may choose: *Limited Full text access (max 20% of main content)* (see example 2).

**NOTE:** By choosing *Hybrid Access* condition the Author has to read carefully *Open Access* oriented **INTELLECTUAL PROPERTY SUBMISSION AND AGREEMENT FORM**, chose format of the submitted file (*Print/Digital*), *Hybrid Access* condition and *Limited Full text access (max 20% of main content)* combination (see example 2).

**Example 2:**

FORMAT OF THE SUBMITTED FILE: PRINT      DIGITAL

CONDITION OF THE SUBMITTED FILE: OPEN ACCESS       HYBRID

Your intellectual property can be stored and made available through the web site of ADA University Library Digital Repository with one of the following access combinations:

**OPEN ACCESS OPTIONS OF THE SUBMITTED FILE:**

Full text

Limited Full text access (max 20% of main content)

**EMBARGO CONDITION**

Protects the Author's Research work and does not allow it to be used without the Author's permission within the ADA University. Access to the Research work will be partially or fully limited regarding the Author's preferences.

*NOTE: By choosing **Embargo** condition the Author has to read carefully **Embargo** oriented **INTELLECTUAL PROPERTY SUBMISSION AND AGREEMENT FORM**, chose format of the submitted file (**Print/Digital**), **Embargo** condition, **Embargo** option and appropriate access limitation combination (see example 3-4-5).*

**EMBARGO CONDITION OPTIONS :**

To apply appropriate **Embargo** option the Author may choose:

**A. TEMPORARY EMBARGO** - by choosing this option the Author may set a time for the **Embargo** lasting from **Six (6) month** till **Three (3) years**. After the **Embargo** period the Author's Research work will be available for **Open Access (see example 3)**.

**"TEMPORARY EMBARGO" USAGE AND ACCESS LIMITATION COMBINATION** - To apply an appropriate usage and access limitation combination in scope of **TEMPORARY EMBARGO** option the Author's has to choose **Online Full text after embargo period (see example 3)**.

**Example 3:**

FORMAT OF THE SUBMITTED FILE: PRINT  DIGITAL

EMBARGO / RESTRICT: YES  NO

Six (6 m) month; **One (1) year**; Two (2) years; Three (3) years; only ADA University Community use; Absolute embargo:

Your intellectual property can be under Embargo or stored and made available through the web site of ADA University Library Digital Repository with one of the following access combinations:

Abstract with internal (ADA University) full text use privilege

Online Full text after embargo period

Only bibliographic record and abstract

Public  Internal

Only for preservation

**B. ONLY ADA UNIVERSITY COMMUNITY USE** - the Author may choose the current *Embargo* option for the ADA University internal use purposes (*see example 4*).

**“ONLY ADA UNIVERSITY COMMUNITY USE” USAGE AND ACCESS LIMITATION COMBINATION** - To apply an appropriate usage and access limitation combination in scope of **ONLY ADA UNIVERSITY COMMUNITY USE** option the Author’s has to choose **Abstract with internal (ADA University) full text use privilege** (*see example 4*).

**Example 4:**

FORMAT OF THE SUBMITTED FILE: PRINT  DIGITAL

EMBARGO / RESTRICT: YES  NO

Six (6 m) month; One (1) year; Two (2) years; Three (3) years; **only ADA University Community use**; Absolute embargo:

Your intellectual property can be under Embargo or stored and made available through the web site of ADA University Library Digital Repository with one of the following access combinations:

Abstract with internal (ADA University) full text use privilege

Online Full text after embargo period

Only bibliographic record and abstract

Public  Internal

Only for preservation

**C. ABSOLUTE EMBARGO** - the Author may choose this option to store the Research work without an online access of end users in preserved form with bibliographic record and abstract view in ADA Digital Repository. **ABSOLUTE EMBARGO** option will hide the Research work from end users till the Author's formal permission (*see example 5*).

**"ABSOLUTE EMBARGO" USAGE AND ACCESS LIMITATION COMBINATIONS** - To apply an appropriate usage and access limitation combinations in scope of **ABSOLUTE EMBARGO** option the Author has to choose **Only bibliographic record and abstract (Public View: available online to all communities or Internal view: only ADA community); Only for Preservation (see example 5)**.

*Example 5:*

FORMAT OF THE SUBMITTED FILE: PRINT  DIGITAL

EMBARGO / RESTRICT: YES  NO

Six (6 m) month; One (1) year; Two (2) years; Three (3) years; only ADA University Community use; **Absolute embargo:**

Your intellectual property can be under Embargo or stored and made available through the web site of ADA University Library Digital Repository with one of the following access combinations:

Abstract with internal (ADA University) full text use privilege

Online Full text after embargo period

Only bibliographic record and abstract

Public  Internal

■ Only for preservation

## **FULL TEXT REQUEST**

In case of **Embargo** condition and options, the Author can add optionally contact information (private email) in to the **INTELLECTUAL PROPERTY SUBMISSION AND AGREEMENT FORM** (additional clauses in to **Paragraphs 1-2-3**) for the **FULL TEXT** request by end users. The ADA University Library will provide a mechanism for the end users to contact and request **FULL TEXT** from the Author.

*NOTE: In both cases, submitted research work aims to support the Institutional Repository development in the Republic of Azerbaijan, support the ADA University Community and ADA University Digital Repository project.*

## **LEGAL FRAMEWORK**

### **NATIONAL LEGISLATION**

Agreement forms are compiled according to the current legislation of the Law of the Republic of Azerbaijan on Copyright and Related Rights (as amended up to Law No. 636-IVQD of April 30, 2013). In agreements were used legal normative of Articles 9-18-19-30-31:

#### **Article 9. Works of Joint Authorship (co-authorship)**

The copyright in a work that is the product of the joint creative work of two or more persons (work of joint authorship) shall belong jointly to the co-authors, regardless of whether it constitutes an indivisible whole or is composed of parts, each with a relevance of its own. The right to exploit the whole work shall belong jointly to the co-authors. None of co-authors shall be entitled to prohibit the exploitation of the work without valid reason. A part of a work shall be deemed to have a relevance of its own if it can be exploited independently with the other parts of the same work. Unless otherwise agreed between them, each of the co-authors may exploit as he sees fit that part of the work with a relevance of its own that he has created. The relations between the co-authors may be the subjects of an agreement between them.

#### **Article 18. Reprographic Reproduction by Libraries, Archives and Educational Institutions.**

1. It shall be permissible, without the author's consent and without payment of remuneration, but provided that the name of the author whose work is used and the source of the borrowing are mentioned, to make a reprographic reproduction in one copy and without gainful intent: a) of a lawfully published work insofar as the reproduction is the work of a library or archive service and its purpose is to restore or replace lost or damaged copies, or to place copies at the disposal of other libraries that for any reason have lost works from their own collections, if publication of such copy is impossible by same way; b) of isolated articles or succinct works lawfully published in periodical publications, or of short extracts from lawfully published written works(excepting computer programs), if the reproduction is the work of a library or

archive service and it is done to meet the requirements of natural persons who will make use of the copies so obtained for study or research purposes; c) of isolated articles or succinct works in periodical publications, or of short extracts from lawfully published written works (excepting computer programs), if the reproduction is the work of an educational establishment and the copy obtained is intended for classroom use.

2. Reprographic reproduction indicated in subparagraphs a and b of paragraph 1 of this article admitted in case of absence of license for reprographic reproduction, issued by organization which collectively manages property rights of authors.

#### **Article 19. Use of a Work for informational, scientific, educational and other purposes**

The following shall be authorized without the author's consent and without payment of remuneration, but provided that the name of the author whose work is used and the source of the borrowing are mentioned:

1. the quotation, in the original language or in translation, for scientific or for research, polemic, critical or informational purposes and to the extent justified by the intended purpose, of extracts from lawfully disclosed works, including the reproduction of extracts from newspaper and magazine articles in press reviews;
2. the use of lawfully disclosed extracts from works in publications, radio or television broadcasts or sound or visual recordings of educational character to the extent justified by the intended purpose;
3. the reproduction in newspapers, the broadcasting or communication to the public by cable of articles published in newspapers or magazines on economic, political, social or religious topics, or of broadcast works of the same nature, insofar as the author has not expressly prohibited such reproduction, broadcast or cable communication;
4. the reproduction or communication to the public, in connection with the reporting of current events by means of photography, broadcasting or public cable communication, of works that are seen or heard in the course of such events, to the extent justified by an informational purpose. The author shall nevertheless retain the right to publish such works in collections;
5. the reproduction in newspapers, the broadcasting or communication to the public by cable of political speeches, addresses, lectures and other works of the same nature given in public, to the extent justified by an informational purpose. The author shall nevertheless retain the right to publish those works in collections;
6. the reproduction in Braille or by other special means for the benefit of the blind, done without gainful intent, of lawfully disclosed works, with the exception of works created especially for such means of reproduction.

#### **Article 30. Assignment of Rights by Authors' Contracts**

1. The assignment or licensing of property rights referred to in Article 15 of this Law shall be effected by authors and other legal holders by author's contract. Property rights may be the subject of an author's contract for the assignment of exclusive rights or an author's contract for

the licensing of non-exclusive rights.

2. The author's contract for the assignment of exclusive rights (exclusive license) shall allow only that person to whom the rights have been assigned to exploit the work by a specified means and within the limits set by the contract, and shall confer on that person the right to prohibit any comparable exploitation of the work by third parties.

3. The author's contract for the licensing of non-exclusive (nonexclusive license) rights shall allow the licensee to exploit the work under the same conditions as the owner of the exclusive rights who has granted those rights to him, or as other persons who have obtained permission to exploit the work by the same means.

4. The rights to which an author's contract relates shall be deemed non-exclusive where the contract contains no express provisions to the contrary.

### **Article 31. Conditions Governing the Author's Contract**

1. The author's contract shall specify:

- the modes of exploitation of the work (the specific rights assigned or licensed under the contract),
- the period and the territory for which the rights are assigned or licensed,
- the amount of the remuneration payable for each of the modes of exploitation of the work, or the methods for the calculation of the amount of that remuneration,
- the procedures and the periods for the payment of the remuneration and such other conditions as the parties may consider essential for the contract concerned.

If the author's contract does not specify the modes of exploitation of the work (the specific rights assigned or licensed by the contract), contract shall consider signed for modes of exploration, which are necessary for achievement the purpose of sides, available for the time of conclusion.

If the author's contract does not specify the period for which the rights are assigned or licensed, the author may terminate it on the expiration of a period of five years, following its conclusion, subject to advance notice of six months. If the author's contract does not specify the territory for which the rights are assigned or licensed, the rights concerned by the contract shall have effect only on the territory of the Republic of Azerbaijan.

2. The author's contract shall specify remuneration in the form of a percentage of the revenue derived from exploitation of the work by the intended means or, where that is not possible in view of the nature of the work or the particular circumstances of the exploitation thereof, in the form of a lump sum or in any other manner.

3. Any clause in an author's contract that imposes limits on the author regarding the future creation of works on a particular subject or in a particular field shall be deemed invalid.

4. The author's contract shall be in written form.



## **CREATIVE COMMONS LICENSING**

A **Creative Commons (CC)** license is one of several public copyright licenses that enable the free distribution of an otherwise copyrighted "work. A CC license is used when an author wants to give other people the right to share, use, and build upon a work that they (the author) have created. CC provides an author flexibility (for example, they might choose to allow only non-commercial uses of a given work) and protects the people who use or redistribute an author's work from concerns of copyright infringement as long as they abide by the conditions that are specified in the license by which the author distributes the work.

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