



General Terms and Conditions of Use of PURE, the UNamur Institutional Deposit.

PURE is the University of Namur (hereinafter referred to as “the UNamur”) research deposit.

Publications articles, thesis and any other Research Results in which the UNamur Researchers and staff are authors or co-authors are registered in PURE.

PURE grants access and allows the consultation of these Research Results upon modalities the UNamur and the Author have agreed about. The Research Results registered in PURE may be subject to copyright protection.

The access and use of PURE is subject to the acceptance, without any reserve, of these Terms and Conditions (hereinafter referred to as the “Terms”) by the User. The User acknowledges to have read the present Terms prior to the use of PURE¹.

The User agrees to respect these Terms when searching and/or consulting and/or uploading and/or registering and/or copying a “Work” as defined below.

Article 1 - Definitions

- Author: any member of the UNamur staff, whatever his/her position and contract, and who is author or co-author of a Work submitted and registered in PURE.
- Work: any publication, any thesis, any article and any other Research Result (as defined in the Article 1.2 of the *Intellectual Property Rights Policy ad Technology Transfer Regulation of the University of Namur*) of which a member of the UNamur staff is the Author, and which is registered in PURE.
- PURE: the UNamur research deposit, which includes references and grants access to the User the Works of which Researchers and other members of the UNamur staff are Authors.
- User: the person who consults and uses PURE.

¹ If you use PURE, you must agree with the present Terms and Conditions and fully comply with the rights granted under article 2.

Article 2 - Intellectual Property Rights



2.1. Works registered in PURE may be subject to copyright protection.

2.2. By the present Terms, the UNamur authorizes the User to search, consult, read, upload, copy, forward, print the Works or make a link to the integral version of these Works, subject to the rights granted to publishers and the confidentiality duty Works may be subject to.

In case registered Work has been published (integrally or partially), or if some parts are confidential, the UNamur may have limited rights on these Works, and so cannot grant the User all the previously mentioned rights².

Section 2.3 below lists the rights granted to the User on a Work published before its submission to PURE.. Access to confidential Works will be limited to the sections not covered by confidentiality.

2.3. The rights granted to the User on published Works are strictly limited:

- To the integral or partial uploading of the Work on a hard disk,
- To the integral or partial reproduction of the Work on any medium whatsoever,

These rights are granted to the User only for his/her personal use or for the use of other members of the UNamur staff and UNamur students³, and exclusively for the sole purpose of illustration of teaching and scientific research⁴. For any further information, you can consult the publishers' intellectual property policies if they have informed them on Sherpa/romeo: <http://www.sherpa.ac.uk/romeo/>.

If a Work is subject to an embargo period (the Work is registered but is not accessible during a determined period), the User can directly send an email to the Author in order to ask him/her whether he can receive an electronic copy of the Work. These Terms do not prejudice the Author's reply⁵.

² The User is granted the rights previously listed. But the UNamur may not be able to grant all these rights in the following cases:

- If the Work has been published;
- If the Work is confidential.

With a published Work, the User only has the rights listed in Article 2.3. If the Work is confidential, its confidential sections are not available.

³ The rights granted to the User are solely and exclusively the rights mentioned at the two previous bullet points. Moreover, the User is solely and exclusively granted the rights for his/her personal use or for the use of the UNamur staff and students.

⁴ The second limitation is that these rights on the Work can be used (solely and exclusively) for research or academic purposes which cannot be performed without the use of these Works.

⁵ Some Works are not available for a determined period but you can still contact the Author to see whether you can receive an electronic copy. The Author may refuse to do so.

2.4. The User the rights mentioned at Articles 2.2 and 2.3 are free, on a non-exclusive basis. Any commercial use of the Works registered on PURE is forbidden.



2.5 The UNamur grants the User the rights mentioned at Articles 2.2 and 2.3 for the duration of the intellectual property rights protection applying to the Works. This license applies worldwide.

2.6 The User agrees to respect the Author's moral rights, and notably not to prejudice the integrity of the Work and to respect the Author's paternity right by citing his/her name. Subject to the rights granted to any publisher, in the case the User reproduces integrally or partially any Work, he/she has to fully cite his/her sources as they are mentioned in PURE⁶.

2.7 Modification and adaptation of the Work is forbidden. The User agrees to request the Author(s) or any entitled person's prior and written authorization for any use of the Work not allowed by these Terms or by the copyright exceptions established by the [Belgian law on copyright protection](#).

Article 3 - Liability

Nothing in these Terms shall be misconstrued as granting or conferring, whether expressly or impliedly, any intellectual property right or any other right, except those granted under Article 2.

The Works are delivered "as is". The UNamur makes no representations or warranties, whether express or implied, with respect to the Works, and notably the absence of any defect or the absence of third party rights⁷.

The UNamur shall not be liable for any use made of the Works, even in the case that a third party is claiming any infringement of intellectual property rights. The Author is the sole person in charge of the respect of third parties' intellectual property rights when he/she submits his/her Work to PURE. The Author shall be the sole person liable for any infringement to third parties' intellectual property rights.

The User has to respect the intellectual property policies applying to the Works, notably the Sherpa/Romeo rules (cf. <http://www.sherpa.ac.uk/romeo/>), if any. The User shall be liable for any abusive use and any forbidden reproduction of the Works (other use than for the purpose of research or teaching, or a copy not included in the private copy exception). The UNamur shall not be liable in case the User does not comply with these Terms, makes any abusive use of the Works or infringes third parties' intellectual property rights.

⁶ Moral rights= the Author remains the Author of the Work. Therefore, he has a paternity right, which means his/her name shall always be mentioned in the Work. He also has a right to integrity, which means that you cannot destroy or damage the Work. Furthermore, if you reproduce any part of the Work, you must cite the Author.

⁷ Authors submit the Works to PURE. The UNamur makes them available in the state the Authors have registered them in PURE. Therefore, if there are missing pages or if a third party claims an infringement of his/her rights, the UNamur shall not be responsible. It is up to the Author(s) to verify whether there are no third party rights on their Works.

Article 4 - Data privacy protection

PURE complies with the Belgian law of 8 December 1992 related to data privacy protection.

The only data collected by PURE is the User name and login. This data is collected solely for accessing PURE. No other use shall be made of this data.

For any further information, you can contact the [ADRE](#).



Article 5 - Miscellaneous

The UNamur reserves the right to modify these Terms unilaterally.

The UNamur retains the right to suspend the access to PURE for maintenance purposes, in case of updating or technical failure.

If the User does not comply with these Terms, the UNamur may unilaterally cease to grant the User the rights previously mentioned in Article 2, without any prior notice and this being without any prejudice to the damages the UNamur may claim.

Article 6 - Applicable law and jurisdiction

The applicable law is the Belgian law. Any dispute arising in connection with this Contract, including any dispute related to the validity and/or interpretation and/or implementation of this Contract, which are impossible to settle amicably within the sixty days following its occurrence, shall finally be settled by the competent courts of Namur, which shall apply the Belgian law.
