

ELER Public License 1.0.

- 1) Definitions: Under the terms and for the purposes of ELER Public License 1.0.:
 - "License" is ELER Public License 1.0.;
 - "<u>ELER</u>" is the Erasmus Law and Economics Review;
 - "Original Paper" is every Law and Economics paper offered under the terms of this License and containing the following notice: "Subject to ELER Public License 1.0.".
 - "Licensor" is/are the author/s of the Original Paper;
 - "<u>Licensee</u>" is any individual or entity that exercises the rights provided by this License;
 - "<u>Commercial use</u>" is every kind of utilization of the Original Paper that has a price in consideration such as, but not limited to, the following:
 - o including the Original Paper in journals, collections, encyclopedias available against remuneration to private individuals or institutions;
 - o republishing the Original Paper on Internet sites, academic as well as trading ones, which require a registration fee or whatever form of payment;
 - o storing the Original Paper in archives or databases available to third parties only under the payment of whatever fee.
 - "Non-Commercial use" is any kind of utilization which does NOT have a price in consideration.
- 2) *Scope*: The License shall apply only to Non-Commercial use of the Original Paper. Commercial use of the Original Paper is not allowed by this License and shall be separately agreed upon with the Licensor.
- 3) *Licensor's entitlement*: Licensor declares and confirms that the Original Paper is entirely the result of her or his own work except where otherwise indicated and that she or he is entitled to the copyright in and to the Original Paper.
- 4) Grant of Copyright License: Licensor grants the Licensee a world-wide, royalty-free, non-exclusive, perpetual (for the duration of the applicable copyright) license for Non-Commercial use to archive, reproduce and distribute in any form, as often as she or he wishes, the Original Paper without further consideration for the author, provided that the following terms are fulfilled.
- 5) *Attribution*: In any reproduction or distribution, Licensee shall always grant conspicuous credit to the Licensor and ELER, indicating:
 - (a) Title of the work,
 - (b) Name of the author/authors,
 - (c) Name and URL of the journal,
 - (d) Year or date of publication,
 - (e) Volume, issue, and page numbers,
 - (f) Notice of this license ("Subject to ELER Public License 1.0.").
- 6) *Modification and Translation*: Modification, revision, adaptation and translation of the Original Paper without the Licensor's written consent are prohibited.
- 7) *Termination*: If the Licensee does not comply with any of the terms provided by art. 5 and 6, all her or his rights provided by art. 4 will terminate automatically.
- 8) *Jurisdiction and Governing Law*: Any action or suit relating to this License may be brought only in the courts of a jurisdiction wherein the Licensor resides, and under the law of that jurisdiction.