

## Contract regarding publishing of material in the Norwegian Research Information Repository (Nasjonalt vitenarkiv, NVA)

Nord University, via the University Library, and the Originator have entered into the following contract to publish the Originator's work on the conditions named below.

Work: .....

Originator: .....

Place, date: .....

Signature Originator

Signature Nord University

### 1. Permission to publish electronic material

The Originator hereby gives Nord University a gratuitous, non-exclusive right to make the submitted electronic material (henceforth 'Material'), available in the Norwegian Research Information Repository (Nasjonalt vitenarkiv, NVA), which entails publication on the Internet. The material will be available in NVA so long as the solution is in operation. Nord has the right to transfer and make the material available in the institution's chosen solution for the same purpose as NVA, at any given time. The Originator gives the users of the repository permission to freely copy and mediate the Material in accordance with the licence chosen by the Originator.

### 2. Nord University's obligations

On behalf of Nord University, the University Library shall make works accessible in compliance with the guidelines of publisher(s) / commercial player(s), employing the technical solutions which are considered necessary to make the Material accessible on the Internet.

Nord University shall process the Material in accordance with the applicable regulations and institution's procedures for information security. You can find more information on how personal data is processed in the [privacy declaration for employees, job applicants, and contractors \(nord.no\)](#). Sikt is the supplier of NVA and is responsible for ensuring that material in NVA is processed in line with data protection legislation (cf. the [privacy statement for NVA, in Norwegian only](#)).

Nord University has no authority over the Material beyond that which is established in this agreement.

Nord University is in no way responsible for the content of Material or for the actions of the Originator in general. Nord University assumes no responsibility for possible damage associated with this agreement, unless the damage is deliberate or the result of gross negligence on the part of Nord University or someone for whom Nord University bears responsibility. In no case will Nord University acknowledge responsibility for damages caused indirectly.

### 3. The Originator's obligations

The Originator will follow the guidelines of Nord University for making his or her work accessible in the institutional repository. The Originator is responsible for submitting the correct version of the work / the version of the work which may be made accessible according to the rights of any commercial player(s), cf. subsection 2.

The Originator confirms that he/she is the Originator of the submitted Material and has exclusive rights over it in its entirety. If the Material has several originators (for example, several authors), the Originator confirms that he or she has obtained the necessary permission from the other originators.

If the Material or parts of the Material have been published earlier, or there are plans to publish the work in a journal or through a publisher, the Originator confirms that he or she has obtained the necessary permission from the journal or publisher.

The Originator him-/herself is responsible for clarifying and obtaining the necessary rights to all material from third parties included in the publication (e.g. figures, images etc.). Nord assumes that the rights for all such material have been cleared before making it accessible.

The Originator confirms that the work has no content which contravenes current Norwegian law or contains links or connections to such material.

If Nord University should be made financially responsible to a third party because the Originator did not fulfil his obligations in accordance with this contract, the Originator will not hold Nord University liable.

#### [4. Transfer and annulment of the agreement](#)

Nord University can only transfer its rights and/or obligations with respect to this agreement to a third party, provided that the Originator's interests according to this agreement are protected. Nord University has an unlimited right to terminate access to the Material.