Contract regarding publishing of material in the University of Agder’s open research archive AURA

Agder University Library on the behalf of the University of Agder (The University), and the Author have entered into the following contract to publish the Author's work on the conditions named below.


Place, date: ........................................ 14.10.2010

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Signature Author   Signature Agder University Library

1. Permission to publish electronic material

The Author hereby gives the University a gratuitous, non-exclusive right to make the submitted electronic material (henceforth ‘Material’), available in the University's electronic publishing archive AURA. The Author gives the users of the archive permission to freely copy and mediate the Material on a non-commercial basis. All commercial use of the Material must be agreed upon separately with the Author or someone who acts on his or her behalf.

2. The University’s obligations

The University shall make the Material available in the form it has been submitted to the University, with texts, tables, graphics, images etc., but using the technical solutions which are considered necessary to make the Material accessible on the Internet. The University will seek to protect the Material from being modified by third parties to the extent possible in keeping with the technical solutions we employ.

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

The University is in no way responsible for the content of Material or for the actions of the Author in general. The 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 the University or someone for whom the University bears responsibility. In no case will the University acknowledge responsibility for damages caused indirectly.

3. The Author’s obligations

The Author will follow the guidelines of the University for making his or her work accessible in the publishing archive.

The Author must himself/herself determine the consequences the publication of Material in the University's electronic publishing archive will have with respect to possible journals, publishers or other copyright holders. The Author confirms that he/she is the Author of the submitted Material and has exclusive rights over it in its entirety. If the Material has several originators (for example, several authors), the Author confirms that he or she has obtained the necessary permission from the other authors. 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 Author confirms that he or she has obtained the necessary permission from the journal or publisher.

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

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

4. Transfer and annulment of the agreement

The University can only transfer its rights and/or obligations with respect to this agreement to a third party with the Author’s consent.

The University has an unlimited right to terminate access to the Material.

The Author is permitted to deliver a written application to the University to cancel the contract. This will result in the removal of the document from the publishing archive.