

## **Contract regarding publishing of material in Nord University's electronic archive / institutional repository Nord Open Research Archive**

Nord University, via the 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 Nord University's electronic archive/institutional repository. 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 procedures for information security. Nord University will seek to protect the Material from being modified by third parties. Personal data is processed in line with the [privacy declaration for employees, job applicants, and contractors \(nord.no\)](https://nord.no/privacy).

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 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 with the Originator's consent. Nord University has an unlimited right to terminate access to the Material.