

Contract regarding access on TEORA

Agreement

on the accessibility of electronic material via TEORA (Telemark Open Research Archive)

Between

Telemark University College Library (hereafter 'Telemark University College')

and

.....
(hereafter 'the Originator')

a contract has been entered into regarding making accessible the Originator's work
.....

on the conditions named below.

1 Permission to publish electronic material

1.1 The Originator hereby gives Telemark University College a gratuitous, non-exclusive right to make the submitted electronic material (henceforth 'Material'), available in electronic form via TEORA. The Originator gives the users of TEORA 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 Originator or someone who acts on his or her behalf.

2 Telemark University College's obligations

2.1 Telemark University College shall make the Material available in the form it has been submitted to Telemark University College, with texts, tables, graphics, images, multimedia etc., but using the technical solutions which are considered necessary to make the Material accessible on the Internet.

2.2 Telemark University College will seek to protect the Material from being modified by third parties to the extent possible in keeping with the technical solutions we employ.

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

2.5 Telemark University College is in no way responsible for the content of Material which is accessible via TEORA, or for the actions of the Originator in general. Telemark University College 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 Telemark University College or someone for whom Telemark University College bears responsibility. In no case will Telemark University College acknowledge responsibility for damages caused indirectly.

3 The Originator's obligations

3.1 The Originator will follow the guidelines of Telemark University College for making his or her work accessible on TEORA.

3.2 The Originator will, upon entering agreements with journals, publishers etc. concerning publishing Material in agreement with this contract, endeavour to protect Telemark University College's rights according to this agreement to the best of his or her ability.

3.3 The Originator must himself/herself determine the consequences the publication of Material in TEORA will have with respect to possible journals, publishers or other copyright holders.

The Originator confirms that he/she is the Originator of the submitted Material and has exclusive rights over it in its entirety. If others have rights which prevent the Material being publishing in electronic form via TEORA without permission from a third party, the Originator must obtain permission to publish the Material in TEORA.

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.

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

3.5 If Telemark University College 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 Telemark University College liable.

4 Transfer and annulment of the agreement

4.1 Telemark University College can only transfer its rights and/or obligations with respect to this agreement to a third party if the interests of the Originator are protected in the transfer agreement.

4.2 Telemark University College has an unlimited right to terminate access to the Material.

Telemark University College is in the process of creating regulations for the use of the professional production of its employees. If these new rules come into conflict with this agreement, this agreement will be void.

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Place, date

.....
Signature Telemark University College

.....
Signature Originator