General contract for making documents available in UiS institutional archive Brage

This is an agreement between:

The University of Stavanger Library

and.....

This contract is valid from....., and

\square	applies until eithe	r party wish to terminate it
-----------	---------------------	------------------------------

applies until.....

1. Permission to make electronic documents available in Brage

- 1.1 The author gives UiS the right to make all their publications available in electronic form free from compensation, through Brage. This will result in the document being available on the Internet. The author retains the copyright to the document, according to the Norwegian Copyright Act of May 12 1961 with later changes <u>www.lovdata.no/all/</u><u>nl-19610512002.html.</u> The contract applies only to documents which are approved under the applicable guality criteria set for UiS Brage.
- 1.2 The author understands the consequences involved in making a document available on the Internet. This includes permitting other web sites to make links to the document and allowing others to download the document. If the author intends to publish the document through a publisher or in a journal, he/she must be aware that not all journals/publishers are willing to publish papers when they have previously been openly published online.
- 1.3 Upon publication in UiS Brage, documents may be subject to a Creative Commons license. This means that other scientists may use elements from your work freely in their research, but they have an obligation to credit you according to standard rules. If nothing else is agreed upon, we publish with a CC BY licence. This applies to master theses and PhD dissertations only.

Read more about Creative Commons here: http://creativecommons.org/

Do you want your publications (thesis / dissertation) to be made public with a Creative Commons license?

Yes

_) No

2. UiS has the following obligations under this contract

- 2.1 UiS shall make the document available in the form in which it is delivered, i.e. with text, tables, graphics, pictures etc, but with any technical adjustments which are considered necessary for publishing the document on the Internet.
- 2.2 UiS shall endeavour, as much as possible given the technical solutions used, to protect the document from being changed or modified by an unauthorized third party. UiS has the right to publish the document online in such a way that it is possible to print it.



- 2.3 UiS does not have any right of disposal over the document beyond that which is explicitly established in this contract.
- 2.4 UiS is not under any circumstances responsible for the contents of documents made available through Brage, or, for that matter, for the author's observances/actions/omissions. UiS takes no responsibility for any possible injury arising in connection with this contract, unless the injury is intentional or is a result of gross negligence by UiS or by anyone for whom UiS is responsible. This responsibility does not under any circumstances cover indirect injury. Should UiS be made liable to a third party as a result of the author's not fulfilling his/her responsibilities and/or guarantees under this contract, the author is obliged to pay full compensation to UiS.
- 2.5 UiS shall where necessary obtain written permission from any journal or publisher which may have rights to the document, and from any joint authors. This is currently done by the University Library.

3. The author's obligations

- 3.1 In the eventuality of entering into further contracts with journals and publishers, the author is encouraged to take care of UiS' interests under this contract in the best possible way, by for instance publishing in OA journals.
- 3.2 The author guarantees that he/she is the originator of the document, along with any co-authors.

If the document or any part of the document contains photographs, drawings or other material which is protected by copyright, the author must guarantee that he/she has obtained the necessary permission from the owner of the copyright in advance, or ask the Library to do so.

3.3 The author guarantees that the document does not include any material which comes into conflict with existing Norwegian law or contains links or other connections to such material.

4. Transfer and termination of the contract

- 4.1 UiS shall transfer its rights and/or obligations regarding this contract to a third party only as long as the author's interests under the contract are taken care of under the contract of transfer. Transfer can only happen with the author's written permission.
- 4.2 UiS has an unlimited right, on a fair and just basis, to discontinue the electronic publication of a document in Brage.
- 4.3 The author is permitted to not renew the contract when it expires. The author retains the right to their own work, and can at any time pull a document from Brage or decide against publishing one.

For UBIS:

Author:

Place / date:

Place / date:

Please sign and return the contract. The contract will be archived in the UiS archiving system e-Phorte, and will be available to both parties.