

#### AGREEMENT FOR THE ELECTRONIC PUBLICATION OF AUTHOR'S THESIS BY NTNU'S INSTITUTIONAL ARCHIVE

The University Library at the Norwegian University of Science and Technology in Trondheim, (org. no: 974 767 880), hereinafter referred to as "NTNU" / University Library and

Author's name:
Institute:
Address:
Email address:
Telephone: Use CAPITAL LETTERS

Hereinafter referred to as "the Author"

Both hereby agree as follows:

# **1** Permission to publish and continually store the Thesis or Dissertation (hereinafter referred to as "Thesis") of the Author in digital form

1.1 The Author provides NTNU a royalty-free, non-exclusive right to make available the Author's Thesis:

hereinafter referred to as the "Author's Thesis", in electronic form in NTNU's institutional archive, which will thereby result in the publication of the Author's Thesis on the Internet.

1.2 The Author is aware, and fully accepts the consequences of publication on the Internet. Among other consequences, the Author is aware that upon publication, other websites may provide a link to the Author's Thesis, and the Author's Thesis will be searchable by title, author, year, and summary by different search engines on the Internet.

## 2 NTNU's Obligations

2.1 NTNU will publish the Author's Thesis as it was delivered to NTNU, with text, tables, graphics, photos, and more, but with the technical adjustments necessary for publishing on the Internet.

2.2 NTNU will protect the Author's Thesis against being changed by unauthorized / third parties, in accordance with NTNU's current security requirements.

2.3 NTNU will not have right of use beyond that expressly stated in this Agreement.

# **3** Author's Obligations

3.1 The Author's Thesis submitted for publishing, will be the same as that which was submitted for review. The Author shall follow NTNU's rules for publication.

3.2 The Author warrants that he / she is the author of the submitted Author's Thesis and has full control over it in its entirety. If others have property rights that exclude availability in electronic form via NTNU's institutional archives without licenses from third parties, the Author must obtain all necessary permissions from each of them.

The Author warrants that the Author's Thesis does not contain material that can be considered to violate current Norwegian law, or contains links or other connections to such material.

3.3 If the Author's Thesis is submitted by more then one author, all authors are required to sign this Agreement.

3.4 If it is planned to publish the Author's Thesis or parts of it in a journal or with a publisher, the Author must obtain the necessary consent from third parties in advance.

The Author shall protect NTNU's rights hereunder before entering into any new agreements with others regarding the right to publish the Author's Thesis (typically journals and publishers).

3.5 If NTNU should be made liable to a third party because the Author does not meet his / her obligations under this Agreement, the Author shall indemnify and hold NTNU harmless from any such liability.

### 4 Prints/copies

4.1 NTNU has the right to publish the work of the Author on the Internet in such a way that it is possible to take a print of the document. NTNU also has the right to produce individual paper prints and other copies of the Author's Thesis for internal use at NTNU.

## **5** Transfer of Agreement

5.1 NTNU will only be able to transfer its rights and / or obligations under this Agreement to third parties if the Author's interests are protected.

#### **6** Termination of Agreement

6.1 NTNU has an unlimited right to cancel the publishing of the Author's Thesis.

6.2 The Author has the right to terminate the Agreement. NTNU will remove the Author's Thesis from their pages on the Internet as soon as possible and no later than 6 months after receiving a written notice of termination.

### 7 Liability

7.1 NTNU is not responsible for the content of the published document. NTNU has no liability for damages to the Author's interests unless the damages are caused by wilful misconduct or gross negligence of NTNU or by someone whose conduct NTNU is responsible for under Norwegian Law.

The Agreement is issued and signed in two identical copies. Each of the parties shall retain an identical signed copy.

I have read and accept the above terms and conditions for publication of my Thesis on the Internet via NTNU's institutional archives.

□ The work is restricted until ...... (Date). After this time the Author's Thesis will be published in NTNU's institutional archive.

Place / date .....

The Author .....

Trondheim, .....

.....

NTNU / University Library