Agreement to make electronic material available through Brage INN

This agreement is between the library of Inland Norway University of Applied Sciences (HINN, org. no. 974251760),

and

.................................................................................................................................

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

☐ Applies until either party wish to terminate it

☐ Applies until .................................

1. Permission to publish an electronic document in Brage INN

1.1 The author gives HINN the right to make these publications available in electronic form free from compensation, through Brage INN. This will result in the document being published on the Internet. The author retains the copyright to the document, according to the Norwegian Copyright Act of June 15 2018 with later changes.

The agreement only applies to documents that are in accordance with the current quality criteria for documents in Brage INN

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 Brage INN, documents may be subject to a Creative Commons license, but only if the journal or publisher allows it. HINN checks this, see point 2.5. If documents are made 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-NC-ND-licence. This licence permits no commercial use or changing of your work without obtaining a special permit. Read more about Creative Commons.

Do you want your publications to be made public with a Creative Commons license when the journal or publisher allows this?

☐ Yes

☐ No

2. HINN has the following rights and obligations under this contract

2.1 HINN 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 HINN 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. HINN has the right to publish the document online in such a way that it is possible to print it.
2.3 HINN does not have any right of disposal over the document beyond that which is explicitly established in this contract.

2.4 HINN is not under any circumstances responsible for the contents of documents made available through Brage INN, or, for that matter, for the author’s observances/actions/omissions. HINN 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 HINN or by anyone for whom HINN is responsible. This responsibility does not under any circumstances cover indirect injury. Should HINN 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 HINN.

2.5 HINN shall where necessary obtain permission from any journal or publisher which may have rights to the document. This is currently done by the University College 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 HINN’s 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, and that the co-authors have agreed to make the document available via Brage INN.

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 written permission from the owner of the copyright in advance.

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 HINN 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 HINN has an unlimited right to discontinue the electronic publication of a document in Brage INN.

4.3 The author is free not to renew the contract once the contract period has ended. The author retains the right to his/her own work, and can at any time pull a document from Brage INN. The contract can be terminated with 3 months’ notice.

For HINN: 

Author:

Place / date: 

Place / date:

Please sign and return the contract. The contract will be archived in HINN’s archive system and will be available for both parties.