

# **Contract for publishing electronic documents in NMH – Brage (Digitale utgivelser ved Norges musikkhøgskole - Digital publishing at the Norwegian Academy of music)**

Norwegian Academy of Music (org.nr 974 761 106) (hereinafter called NMH)  
and

..... (the author)

Have entered into the following contract

## **1 Permission to publish an electronic document in NMH - BRAGE**

1.1 The author herewith gives NMH the unrestricted, non-exclusive right to make available in electronic form, through NMH - Brage, the electronic document (hereafter referred to as “the document”) which has been submitted. This will result in the document being published on the Internet.

1.2 The author has studied carefully, understands and accepts the consequences involved in making a document available on the Internet. This includes permitting other web sites to make links to the document. If the author intends to publish the document through a publisher or in a journal, he/she must be aware that this can have consequences when the document is also made available through NMH – Brage. (See Pt. 3.3).

## **2 NMH has the following obligations under this contract**

2.1 NMH 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 NMH 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.

2.3 NMH does not have any right of disposal over the document beyond that which is explicitly established in this contract.

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

## **3 The author’s obligations**

3.1 The author shall follow NMH’s guidelines for publishing documents in NMH - BRAGE.

3.2 In the eventuality of entering into further contracts with journals and publishers for publishing documents included in this contract, the author shall attempt to take care of NMH’s interests under this contract in the best possible way.

3.3 The author him/herself must make clear the consequences to a possible publisher, journal, joint author or any others holding copyright of making a document available through NMH - BRAGE.

The author guarantees that he/she is the originator of the document which has been submitted and has full disposal rights over this document. If any others should have rights over the document which precludes making the document available in electronic form via NMH - BRAGE without the permission of that third party, then the author must him/herself obtain permission from that third party.

If the document has several authors, the author delivering the document must guarantee that he/she has obtained the necessary permission from all the joint authors.

If the document, or any part of the document, has previously been published in a journal or through a publisher, the author must guarantee that permission has been granted by that journal/publisher.

If there are any plans to publish the document or any part of the document in a journal or through a publisher, the author must guarantee that the necessary permission to publish in NMH - BRAGE has been obtained in advance from that journal/publisher.

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 that copyright in advance.

We advise the author to acquire written permission from any joint author, journal, publisher or third party and archive this material so that it can be presented whenever necessary.

3.4 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.

3.5 Should NMH 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 NMH.

## **4 Transfer and termination of the contract**

4.1 NMH 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.

4.2 NMH has an unlimited right, on a fair and just basis, to discontinue the electronic publication of a document in NMH - BRAGE.

4.3 The author is permitted to deliver a written application to his/her faculty to cancel the contract. This will result in the removal of the document from NMH - BRAGE.

.....  
Place, date

.....  
Signature author

.....  
Signature NMH