AGREEMENT on publication of DOCTORAL THESIS

On      , the following agreement was entered into between OsloMet – Oslo Metropolitan University, registered address Pilestredet 46, NO-0167 OSLO, and organisation number 997 058 925 (hereinafter called ‘OsloMet’)

and

     , address       and date of birth       (hereinafter called ‘the Author’)

# BACKGROUND

## The Author has written a doctoral thesis at OsloMet entitled:       (‘The Thesis’)

## The Author wishes to publish the Thesis via OsloMet’s Open Digital Archive (ODA) and/or in OsloMet’s *Skriftserien* (subseries for doctoral theses) in accordance with the box(es) ticked in Clause 2 below and otherwise in accordance with the provisions of this publication agreement.

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## OsloMet does not accept responsibility for the Thesis’s academic content and is not obliged to revise the Thesis prior to publication.

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## OsloMet is not obliged to publish the Thesis and can choose to forgo publication in full or in part, or to remove the Thesis from ODA or OsloMet’s *Skriftserien* series before the publication agreement has expired.

## The Author is responsible for ensuring that all necessary immaterial property rights are clarified in relation to the publication of the Thesis. This means that the Author is responsible for obtaining consent to publication from any co-authors who have not signed the publication agreement, as well as from the rights holders to any scientific articles or other annexes to be published together with the Thesis. If the Author has not clarified the rights for parts of the Thesis, the Author can exempt these parts from publication by listing them in Clause 2.2. The Author can also request OsloMet’s help to clarify the rights to material specifically listed in Clause 2.2. In such case, OsloMet will wait to publish the Thesis until OsloMet has clarified the necessary rights.

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## In addition to that stated above, the general provisions of the Copyright Act shall apply; see especially the provisions on limitation of copyright and the management of rights through extended collective licences set out in Chapter 2 of the Copyright Act.

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1. **Duration and termination**

## OsloMet’s right to publish the Thesis enters into force as soon as the Author has signed the publication agreement.

## The publication agreement applies until it has been terminated in writing by one of the parties. Each of the parties can terminate the publication agreement with immediate effect without any special grounds being required.

## If the Author terminates the agreement, OsloMet is obliged to remove the Thesis from the places where the Thesis is published without undue delay, cf. Clause 2 above. OsloMet can nevertheless complete the delivery of orders received before the Thesis was removed as stated above.

1. **Resolution of disputes**
	1. Endeavours shall be made to resolve any disputes between the parties through negotiation. If the negotiations are unsuccessful, the dispute may be brought before the ordinary courts.
	2. Oslo is the correct legal venue.

\* \* \*

This agreement is signed in       copies, one to be retained by each of the parties.

The agreement is entered into on the date stated in the introduction to the Agreement.

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