

AGREEMENT ON LENDING, USAGE AND ELECTRONIC PUBLICATION OF THESIS

between the NTNU Library on behalf of NTNU, and

Authors Name
Title of Master's Thesis

LENDING AND USAGE PERMISSION (turn page and see note 1 for further explanation, terms and conditions)

YES, I hereby give NTNU permission to lend my thesis without my consent indefinitely.

Only to be answered if you *did not* answer yes to the question above:

Use of this thesis is restricted. The thesis cannot, during the period of restriction, be lent without the explicit permission of the Author, which from the agreement date is set to:

6 months 1 year 3 year 5 year Indefinitely

YES, I hereby give NTNU permission to make copies of my thesis for later inhouse use in research and teaching.

Only to be answered if you *did not* answer yes to the question above:

Use of this thesis is restricted. Only after the expiration of the restricted period can the thesis be copied for later inhouse use in research and teaching without the explicit permission of the Author.

ELECTRONIC PUBLICATION PERMISSION (turn page and see notes 2-7 for further explanation, terms and conditions)

Does the Author hereby grant to NTNU the right to make the thesis available on the Internet through NTNU's institutional archive (after the period of restricted use has expired)?

Yes No

Comments

I have read and accepted the terms and conditions for usage and lending, as well as for the publication of my thesis on the Internet through NTNU's institutional archive.

Place/Date:

Place/Date:

.....
Authors Signature

.....
The Department (as representative of the NTNU Library)

Introduction

This Agreement applies to the thesis after it has been graded with a passing grade, and after the deadline for appeal has expired. The Author can at any point withdraw his or her consent on one or more notes with immediate effect, but note 6 applies if the Agreement already has taken effect.

1 Lending and Usage Permission

A thesis falls under the conditions of copyright stipulated in the Norwegian Copyright Act, and thus cannot be used, lent or published without the Author's consent.

We kindly ask you to carefully consider the necessity of designating your thesis with a period of restricted use. Reasons for restricted use can be if the thesis is intended for later commercial publication, or if it contains sensitive or confidential information.

Please note that if this Agreement is not returned to NTNU duly completed within three weeks after your graduation, no restricted period of use will be designated your thesis. This implies that your thesis freely can be lent and copied for inhouse use in research and teaching at NTNU. Your thesis will, however, not be published electronically on the Internet in accordance with note 2 without a signed Agreement.

2 Electronic Publication Permission

2.1 The Author hereby grants to NTNU a royalty-free, non-exclusive right to make the thesis available through NTNU's at any given time current institutional archive after the period of restricted use has expired. This implies that the thesis will be published on the Internet.

The Author is aware of, 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 thesis. The thesis will be searchable by title, author, year, and summary by different search engines on the Internet, and it will be published in a manner suitable for printing.

3 NTNU's Obligations

3.1 NTNU will publish the 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.

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

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

4 Author's Obligations

4.1 The Author's thesis submitted for publishing, will be the same as that which was submitted for review. The Author shall follow NTNU's guidelines for publication.

4.2 The Author warrants that he or she is the author of the submitted 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 thesis does not contain material that can be considered to violate current Norwegian law, or contains links or other connections to such material.

4.3 If the Author's thesis is submitted by more than one author, all authors are required to sign this Agreement.

4.4 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 right hereunder before entering into any new agreements with others regarding the right to publish the Author's thesis (typically journals and publishers).

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

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 terminate the Agreement.

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.

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