

## **AGREEMENT BETWEEN**

### **PUBLISHER**

Address:

Tel.:

### **AND**

### **THE NATIONAL LIBRARY OF NORWAY**

Henrik Ibsens gate 110

P.O. Box 2674 Solli

NO-0203 Oslo

## **CONCERNING THE DEPOSIT OF LITERATURE**

### **1. Purpose and scope**

The National Library of Norway receives under the terms of the Legal Deposit Act (Act relating to the Legal Deposit of Generally Available Literature) and the Regulations to the Copyright Act (FOR-2001-12-21-1563), amended by Regulation no. 1281 of 23 November 2007 (entered into force 1 January 2008)) copies of all books and journals published in Norway. Books and journals are deposited in the same format as the original copy. This means that books and journals distributed in a paper medium are deposited in a paper format and not as a digital version even though an electronic file has formed the basis of production for books and journals sold in a paper format.

The purpose of this agreement is to store in a digital format copies of copyrighted material covered by this agreement for the purposes of preservation and security, and to make such copyrighted material available in digital format via terminals on the National Library of Norway's premises. This agreement shall give the publisher access to download the digital works via a service established by the National Library of Norway.

Any rights transferred to the National Library of Norway pursuant to this agreement are non-exclusive. It is assumed that any rights transferred are transferred for non-commercial use. The National Library of Norway shall not begin distribution of books in competition with the publishers' activities.

This agreement shall not be understood as limiting the rights and obligations pursuant to the Norwegian Copyright Act, the Legal Deposit Act, regulations to the Copyright Act or any licence agreements entered into between the parties to this agreement.

Neither party may transfer to a third party any rights and obligations pursuant to this agreement without the written consent of the other party.

### **2. Deposit**

#### **a. Production files**

The publisher deposits on an ongoing basis digital files forming the basis of the production of copyrighted material published by the publisher. The National Library of Norway shall maintain an overview of deposited copyrighted material. At present, production files are to be deposited in PDF/A (CMYK) format. It is assumed that any graphic material included shall be

of print quality, and text shall take the form of hidden text. The names of files are to be submitted in accordance with the standard used by the National Library of Norway. The National Library of Norway will inform the publisher about how practicalities concerning submission of files are to be carried out as expediently as possible for both parties.

In the longer term, it will be desirable to establish a national standard for the tagging of structure based on the XML-format, so that copyrighted material can be deposited in an open, supplier-independent, standardised format.

#### **b. Metadata**

The publisher shall deposit with the National Library of Norway any metadata it may already have for any works that fall under the terms of this agreement. Metadata shall be deposited pursuant to appendix 1 attached to this agreement.

### **3. Making copies**

The National Library of Norway is entitled to make necessary copies in order to secure the work for the purposes of preservation and security, and to present such copies on the premises of the National Library of Norway pursuant section 4 of this agreement.

### **4. Presentation of copyrighted material on the National Library of Norway's premises**

The National Library of Norway is entitled to make available any copyrighted material covered by this agreement for research purposes by individuals or for the purpose of private studies via terminals provided on its own premises, corresponding to that described in section 1-9 of the regulations to the Copyright Act *Making copies available on the institution's own premises, photocopies and hardcopies*. Special consent will be required if the National Library of Norway is to make available protected copyrighted material outside the National Library of Norway's premises. This existing agreement does not entail the transfer of any such right from the publisher to the National Library of Norway.

### **5. Use of metadata**

The National Library of Norway may include in its catalogues metadata submitted pursuant to section 2b of this agreement. Other libraries may freely reuse metadata from the catalogues of the National Library of Norway. Further, metadata from the catalogues of the National Library of Norway be made freely available for use on other parties' web portals and search engines, and for other non-commercial use. This is an active strategy on the part of the National Library of Norway to increase the availability and use of the National Library of Norway's collection. As a consequence of this, public awareness of works covered by this agreement will also be increased.

### **6. Rights clearance**

The publisher is responsible for ensuring that it holds the rights necessary in order to enter into this agreement.

### **7. Publisher's access**

The National Library of Norway shall at no cost make available to the publisher copies of all digital works in the National Library of Norway's archive covered by this agreement for which the publisher holds rights.

The National Library of Norway shall establish a service in which the publisher is given access to download the digital copyrighted material.

The National Library of Norway may not without entering into a written agreement with the publisher make digital copies of copyrighted material available to other rights-holders or their rights-holder organisations, even though these rights-holders have contributed to all or part of the work.

### **8. Breach of contract**

In the event of any material breach of contract by either party, the other party is entitled to terminate the agreement so long as that party has issued notice of the breach within a reasonable time after the breach was noticed or should have been noticed, and the breach has not been rectified within one month after such notice has been given.

### **9. Duration of the agreement**

This agreement shall enter into force at its signing and shall run until 31 December 2011. After this time, the agreement will be automatically renewed for one year at a time, unless either party wishes to terminate the agreement. At least one month's notice of termination shall be given.

### **10. Termination of the agreement**

In the event that the agreement is terminated, either due to breach of contract or at the expiry of the contract period, all rights transferred pursuant to this agreement shall be returned to the publisher.

The publisher retains all its intellectual property rights, including the rights to the digital version. Termination of the agreement does not affect the National Library of Norway's right to store a digital version of the work for the purposes of preservation and security. In the event of termination of the agreement due to breach of contract on the part of the National Library of Norway, however, the National Library of Norway's right to present copyrighted material pursuant to section 4 of this agreement shall cease to apply.

### **11. Disputes**

In the event of any dispute between the parties concerning the implementation or interpretation of this agreement, attempts shall be made to resolve such disagreement by means of negotiations. If agreement is not reached within six weeks of either party's request for negotiations, the dispute shall be decided by a court of law. The legal venue is Oslo District Court.

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Two copies of this agreement have been prepared, one for each party.

Oslo [date]

For the National Library of Norway

For the Publisher

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