

Author-Publisher Contract

The author Ms./Mr.

.....
hereinafter referred to as *the author*

of the **one part**,

AND

The publishers of the serials/journal,

.....
hereinafter referred to as *the publisher*

of the **other part**,

HAVE AGREED to the following terms and conditions of this author-publisher contract:

Article 1 - Subject Matter of Contract

1. The subject of this contract is the submitted work of the *author* under the provisional title:

.....
.....
which shall be published as a digital publishing
in the serials and journal respectively
.....

by the publisher via the publication server **Cologne Open Science** operated by TH Köln
(University of Applied Sciences).

2. *The author* shall propose the provisional title. *The publisher* reserves the right to accept or reject said proposal. The final title shall be determined and agreed upon by *the publisher* and *the author*.
3. *The author* insures that he or she alone is authorized to dispose over the rights of use on his/her work promoted by copyright and that hitherto he or she made no legal concessions that oppose to the provisions of this contract. This shall also apply to any other text, illustration or other works submitted by *the author* and whose rights of use he or she holds.

If he or she offers the university library any text, illustration or other work to which this does not apply or where it is uncertain if this applies, *the publisher* shall be informed in writing about all recognisable legally relevant facts known to him or her. In this respect *the author* indemnifies *the publisher* and the university library against any claims brought by third parties.

Article 2 - Multiple Authors

1. If several authors shared the writing of a work with another, they are co-authors of such work.
2. Therefore, the publication of such work may be only made upon approval and signature of all authors.

Article 3 - Legal Instructions

1. The university library shall be granted the simple, non-exclusive right of use unrestricted in space and time by *the author* to electronic storage of such work on the scientific publication server, to distribution of such work on the internet and to duplication of such work.
2. The university library is entitled to communicate the data for said purpose to the Deutsche Nationalbibliothek in Frankfurt am Main and Leipzig – as National Depository for Germany-, to the Universitäts- und Landesbibliothek Bonn, to the nordrheinwestfälischen Verbundkatalog and to the Bibliotheksservice-Zentrum Baden-Württemberg in Constance in compliance with the obligations identified in Article 3. In addition to the university library, the institutions mentioned before shall also be entitled to permanently store and publish such work – according to their legal functions or functions as determined by administrative regulation.
3. *The author* shall assign to the university library the right to migrate data of his/her work in other file formats if required due to technical development and if the perception of the rights of the university library identified in paragraph 1 may only be maintained thereby. This right may be delegated to one of the institutions identified in paragraph 2.
4. *The author* may dispose otherwise of his/her work, unless this does not impose any restriction of the rights granted to the university library in this contract. *The author* shall be instructed that the publication via the university library may obstruct or impede a future publication if *the author* grants a comprehensive publishing right of his/her work to third parties.
5. Since the university library does not pursue any economic interests when publishing the work, *the author* shall not receive a fee for his/her work.
6. According to Article 3, paragraph 3, no modification whatsoever, except format changing, shall be made after publication of such work to ensure scientific quoting. If agreed upon with the university library, *the author* may, however, give comments in the field of document description, i.e. meta data, provided that these comments are of importance for the classification of such work in scientific context. These comments include e.g. information on new editions or errata.
7. Only in exceptional cases the documents shall be deleted (e.g. if criminal provisions have been infringed by such publication); this shall be recorded in writing.
8. Publication shall be made by means of the Creative-Commons license: attribution, non-commercial, no derivative works (CC BY-NC-ND 3.0 DE).

Article 4 – Provisions for „Copy On Demand

1. The author signing this contract entitles the university library, to supply users with a complete copy of such work as paper or CD-ROM copies or other data media for private use.
2. The university library shall not be entitled to commercialise such work. Refunds or compulsory charges for library fees and charges according to paragraph 1 of the library services are deemed non-commercial.
3. The university library shall be entitled to transfer said services to third parties for private use.

Article 5 – Delivery of manuscript

1. According to Article 1 paragraph 1, the author covenants to provide *the publisher* with the complete digitized manuscript (Word document) (including intended master illustrations to be delivered by *the author*) by at the latest.

Article 6 – Formatting, Revision

1. The final formatting of the manuscript shall be made by the publisher or any third party on behalf of the publisher. Thereafter the publisher shall undertake to send a digital document to the author which shall be revised by the author free of charge within ___working days at the most and shall be returned to the publisher marked “ready for publication”. This mark shall also authorise any variations in the manuscript made by the publisher. In the absence of any objection by the author within __ working days after receipt of such document, such document shall also be deemed “ready for publication”.
2. Any modifications in the final formatted document made by the author are subject to prior agreement with the publisher.

Article 7 – Author’s Copies

1. *The publisher* covenants to provide *the author* with ____ printed copies after online publication.

Place, date, signature

.....,

First author

.....,

Second author

.....,

Third author

.....,

First publisher and publisher in charge respectively

.....,

Second publisher

.....,

Third publisher

.....,