

Publisher's Agreement for a Scientific Work of Literature

between

(hereinafter referred to as Editor)

and

KIT Scientific Publishing
(hereinafter referred to as Publisher)

§ 1 Object of Agreement

The object of agreement is the presented work of literature bearing the title:

§ 2 Rights Assignments / Assignment of Utilization Rights

- (1) All editors declare that they are authorized to make assignments relating to the intellectual property rights/copy rights vested in their work of literature and that their work of literature does not infringe upon the rights of any third party.
- (2) For the reproduction and distribution of the work in printed and electronic form, the Publisher shall be granted the non-exclusive and temporary unlimited right of use and may also grant this right to other libraries and aggregators (e.g. DNB, Google Books, specialist repositories).
- (3) The work is licensed under the Creative Commons licence (cc-licence) chosen by the editors.
- (4) In case of collective work, the Editor is responsible for ensuring that the authors of individual papers have been informed about the terms of publication agreed with the Publisher, have accepted them and that the transfer of rights has been confirmed to the Editor for all individual articles. On request, the Publisher shall provide the Editor with an attachment for communication with the authors.

§ 3 Services by the Publisher

- (1) The Publisher is responsible for the technical production of the work in compliance with the Publisher's formatting guidelines (including design of the cover, impressum, equipment with ISBN/ISSN and DOI, formal proofreading, printing processing).
- (2) The Publisher undertakes the best efforts to distribute the electronic version of the work and supplies printed copies in national and international book trades.
- (3) For the first print run the Editor shall receive a one-time supply of the final agreed printed copies of the book.
- (4) Additional copies shall be available to the Editor from the Publisher at a discounted price of 20 % below the retail price.
- (5) Neither the copies originally received for the first print run nor the copies obtained later by the Editor at a discount from the Publisher shall be sold by the Editor. Excluded are any copies to be charged with the editing institute, if the work is published within a series.
- (6) The Publisher handles the archiving of the title and the legal deposit the German National Library and the Badische Landesbibliothek.

§ 4 Services by the Author

- (1) The Editor declares that the work has been produced independently in accordance with generally accepted rules to ensure good scientific practice (see " Satzung zur Sicherung guter wissenschaftlicher Praxis am KIT " of 05.10.2021 - https://www.sle.kit.edu/downloads/AmtlicheBekanntmachungen/2021_AB_061.pdf).
- (2) The Editor submits a ready-to-print manuscript (PDF file) which has been created in accordance to the formatting guidelines of the Publisher.
- (3) The Editor/institute shall make a one-time payment in accordance to the final agreed offer in order to share the production costs.

§ 5 Other Provisions

- (1) This agreement shall be based on mutual trust. The contractual partners shall strive to arrive at amicable settlements on any differences of opinion. For any disputes that cannot be settled accordingly, the place of jurisdiction shall be Karlsruhe, Germany. This agreement shall be governed exclusively by the laws of the Federal Republic of Germany.
- (2) In the event that a provision of this agreement should contain gaps that are not covered by statute, the agreement as such shall remain valid. The clause in question shall be replaced by a valid clause that meets the economic purpose and legal ramifications of the original wording as closely as possible.

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(Place and date of issue)

Karlsruhe,

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(Editor)

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(Managing Director of KIT Scientific Publishing)

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(Editor)

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(Editor)

Model contract