

Publication on the Düsseldorf Online Publication Server

Publishing Agreement (Abridged Version)

Subject Matter of the Agreement

The subject matter of the Agreement concerns **storage of and public access to an author's work** on the Düsseldorf University and Regional Library Online Publication Server.

Grant of Publishing Rights

The Author warrants that she or he is the **sole author and proprietor** of the Work to be published, and thus the **owner of all rights granted to the Publisher**, and that said rights are not subject to any proper agreement, lien or other claim or rights which may interfere with the rights herein granted. This also applies to **text-, image-, or other templates** delivered and owned by the Author. When offering text-, image-, or other templates to the ULB Düsseldorf to which this does not apply, the Author has to inform the ULB Düsseldorf in written form and to include all legal facts which might be relevant.

When using images of individuals, such as patients, it has to be guaranteed that these persons are not identifiable by means of these images. Otherwise the Author must seek permission of those persons or their legal representatives for publication in its present form. By signing the Agreement, the Author confirms that such a consent exists.

The **Author** grants the Publisher the following rights:

- the right to **store and reproduce** the Work **on digital data carriers and on the Publisher's own server** for the purpose of publication, and to make it generally accessible via internet.
- **conversion** of the Work **into other data formats** provided that technical developments require this. The publisher is allowed to change the layout of the Work if necessary.
- to **offer single complete copies of the Work to users at cost price** to be produced by means of Print-on-Demand Services according to §53 UrhG

- **forward a digitized version of the Work** to the German National Library (Deutsche Nationalbibliothek), the respective DFG-Special Collections Library and possibly other libraries and archives to enable them to store the work on their servers, make it generally available, convert it into other data formats, and index the bibliographic data in databases.

The Author is free to use the Work for other means provided that the rights granted to the Publisher by means of this Agreement are not restricted.

The Author has to deliver the Work to the Publisher in an officially required form, see attachment. This attachment is part of the Agreement.

Should the Work include a Curriculum Vitae or other **personal data**, the Author has the right to decide if and in how far these data will be included in the electronic version intended for publication. By delivery of an electronic version containing these data, the Author agrees that the latter will be stored and made available via internet.

Services and Obligations of the Publisher

The **Publisher** commits to:

- **store** the Work and to **make it available** via the Document- and Publishingserver within due time after proper delivery of the work, so that it can be freely accessed by the public via internet without costs.
- **permanently fulfil its** above mentioned **obligations** and to keep possible downtime caused by construction works on the server or technical malfunctions at a minimum.
- **carry out all further conversion works and others** necessary for the realisation of the before mentioned obligations, provided that the Work has been delivered correctly.
- **maintain integrity of content** when converting the Work into other data formats and to take measures to assure this integrity in international data transmission within the limits of technical possibilities. However, the operator is not liable for malfunctions in the internet and modifications of data during data transmission.

- **indicate copyright of the Work in an appropriate manner in the name of the Author.**
- deliver the print and electronic version of Doctoral and Habilitation theses to the German National Library (Deutsche Nationalbibliothek) according to the **legal deposit law.**

Payment/Fee

The contract parties agree that neither party receives payment from the other.

Agreement regarding the claims of Third Parties

The contract parties agree to inform each other without hesitation when Third Parties raise claims based on copyright or rights of use of the Author's work.

The Publisher is allowed to completely or partly interrupt the accessibility of the Work in the internet, when Third Parties raise copyright claims against the Author and/or the Publisher. The Publisher is not obliged to make the Work publicly accessible again before a legally binding court decision or a declaration of a Third Party confirm that the claims raised are not or no longer valid.

In case that claims by a Third Party are directed against the Publisher, the Author is obliged to deliver all information and proof necessary for the defence against claims. In addition, the Author has to inform the Publisher whether or not she or he regards those claims as justified.

The Author commits to clear the Publisher from any demands which Third Parties might make against the Publisher due to copyright or rights of use, and to reimburse costs incurred.

The Author has to inform the Publisher immediately when a court decision or a statement of the Author directed at the Third Party making claims, confirms that the Author's Work violates the rights of Third Parties.

Doctoral Theses, Habilitation Theses, and other Examination Theses

Doctoral and Habilitation candidates can publish their theses on the internet via the Publisher. The Author is obliged to check whether online publication is acknowledged according to the respective examination regulations.

Magister's-, Diploma-, Bachelor's-, Master's-, or Staatsexamen theses will only be published upon the recommendation of the respective supervisor. The recommendation has to be handed in in written form.

By signing the Agreement, the Author affirms that the version of the thesis delivered to the operator for publication corresponds to the version approved by the examiner and the examination committee as the examination paper. This does not include personal data.

Authors of Doctoral- or Habilitation theses receive a confirmation about the publication of the thesis for submission at the examination office at charge.

Termination and reversion of Rights

Both contract parties have the right to cancel the Agreement for cause without adherence to a time limit. A cause only exists when it is certain that the rights of Third Parties are opposed to the fulfilment of the Agreement.

In case of such a termination, the confirmation of publication will be declared invalid and the respective examination committee will be informed.

In case of termination, the Publisher will provide for the deletion of the electronic copies transferred to Third Parties, provided that the efforts are reasonable.

Final Clause

Each Party receives a copy of the Agreement signed by both Parties (attachment included). There are no subsidiary agreements.

Changes or additions to the Agreement have to be made in written form.

This Agreement shall be interpreted according to the laws and statutes of German Law. In the absence of agreements on specific issues in this contract, the legal regulations apply.

The place of jurisdiction is Düsseldorf.

Further Information on Format Requirements (Attachment):

The following format requirements apply to publications which underlie examination regulations, such as Habilitation theses and Doctoral theses:

The **electronic version** has to be provided in the following data format:

- a **print file** which underlies no security and access restrictions and contains all fonts used and other elements which belong to the content (such as image-, video-, or audio-files); **consistent with the print version** in regard to content when delivered and which can be used for a reproduction of the manuscript in the same form; in accordance with **PDF/A-1 Standard** (ISO 19005-1), at least Level B.
- a **text processing file or text setting file** (e.g. LaTeX), which underlies no security and access restrictions and contains all elements which belong to the content (such as image-, video-, or audio-files), and which is thus **consistent with the print version** in regard to content when delivered.

The **print version** has to be provided in the following form:

- in **two copies identical in regard to content and form**.
- the **paper** used ($80 - 120\text{g/m}^2$) has to be white, wood-free, chlorine-free bleached and without coating; the formats DIN A4 and DIN A5 are allowed, as is duplex printing; back margin of 2,5 cm as binding margin is required.
- Out of durability reasons, the **following bindings are not acceptable**: spiral binding, cardboard brochure cover, and all binding methods which involve the use of metal or plastic components.