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**Universitätsbibliothek Erlangen-Nürnberg**

**Universitätsstraße 4**

**91054 Erlangen**

Production and publishing contract

between

Mr / Ms

(hereinafter ‘Author’)

and

Friedrich-Alexander University Erlangen-Nürnberg (FAU), FAU University Library, FAU University Press, Universitätsstr. 4, 91054 Erlangen, Germany (called ‘the Library’ in the following)

as well as any third parties who purchase and/or finance shares of the first print run to be produced (see possibly section 2 (II) and section 15).

# Section 1 Purpose of the contract

This contract concerns the following work by the Author:

Working title:

Book series:

Series editor(s):

# Section 2 Billing addresses

1. **Billing address of the author:**

|  |
| --- |
| [ ]  FAU internal invoice payment and address [ ]  Private invoice payment and address[ ]  Other invoice address (e.g. payment from third-party funds such as foundations): \_*[specify legal form]*\_  |

1. **Additional invoice addresses of third parties who purchase shares of the first edition:**

|  |
| --- |
| [ ]  FAU internal invoice payment and address [ ]  Private invoice payment and address[ ]  Other invoice address (e.g. payment from third-party funds such as foundations): \_*[specify legal form]*\_  |

|  |
| --- |
| [ ]  FAU internal invoice payment and address [ ]  Private invoice payment and address[ ]  Other invoice address (e.g. payment from third-party funds such as foundations): \_*[specify legal form]*\_  |

|  |
| --- |
| [ ]  FAU internal invoice payment and address [ ]  Private invoice payment and address[ ]  Other invoice address (e.g. payment from third-party funds such as foundations): \_*[specify legal form]*\_  |

# Section 3 Contractual performance, term of contract

The Library operates FAU University Press through which it will print and distribute the work and publish it in electronic form. It will also ensure that the work is included in local, regional and national catalogues, and register the publication in the German Books in Print (VLB) catalogue. In principle, the term of this contract shall be 5 years. In the case of books to be produced using the print on demand system, the Library will guarantee that the work will remain available for the term of the contract. However, in the case of works to be published online, this contract shall have an unlimited term.

# Section 4 Manuscript

The Author shall provide the Library with a complete, print-ready manuscript in the form of a PDF file. Proof-reading/editing and page/text layout shall be the responsibility of the Author and must conform to the Library's print guidelines. The Library shall provide a suitable proof copy of the cover and book content in electronic form. The Author shall be responsible for reviewing the cover and book content to ensure there are no errors. The work will have a total of \_\_\_\_\_ printed pages
( \_\_\_\_ of which will be in colour).

# Section 5 Assignment of rights

The Author assigns the following rights to the Library:

1. **For publication in electronic form online (open access):** the non-exclusive and permanent rights of usage without obligation to use as specified in the Creative Commons licence BY. The Library has the right to reproduce the work on its own servers and to store the work and make it available in electronic form via international data networks. Furthermore, the Library shall have the right to grant appropriate rights of use to the German National Library and other state and university libraries for the purposes of digital preservation and permanent publication in a repository. The Library shall also have the right to have the metadata and the work (as a PDF file) included in the online services Google Books and Amazon Search Inside. The metadata (including abstracts) will be released under the Creative Commons Zero license. The Library shall be permitted to convert the data into other formats provided the content remains fully intact insofar as this is necessary due to developments in technology and is the only way to ensure that the above-described rights can be respected.
2. **For publication in printed form:** copyright and non-exclusive rights of usage for the purposes of reproduction and distribution over the period in which the work is to be available without geographical limitation. In this case, the Library has the right to transfer the required rights to third parties.
3. Ferner Furthermore, the Author also grants the Library the rights of usage for types of use that are unknown at the time when the contract is concluded to the same extent as in the provisions in section 5 (1) and (2).

# Section 6 Copyright

1. The Author confirms that he/she is the sole holder of all rights to the work. In particular, he/she confirms that the work and all passages of text and/or images owned by third parties do not violate the rights of these third parties, that he/she has the right to assign the rights of usage required for this contract to be implemented, and that he/she has not previously granted any rights, either in full or part, to others that conflict with the rights being here assigned.
2. **Several authors**

1. If a work has several authors, they are co-authors of the work.

2. Therefore, signatures confirming the agreement of every author are required for publication of the work.

3. In the case of compilations, the following special declaration concerning the granting of rights to the authors must be signed by the editor.

I confirm that the authors have granted me the necessary rights for this assignment, including online publication rights. The authors have confirmed to me as the editor that they are the sole copyright owners of their respective contributions. They guarantee that no third-party rights or legal regulations have been violated, especially with regard to images contained in the text (photographs, graphics).

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date, signature

# Section 7 Costs

The following remuneration is agreed for the contractually agreed work:

Fixed publishing fee **60,00 € net**

Print / production costs[[1]](#footnote-1) **\_\_\_\_\_ € net per copy**

The prices are net prices exclusive of value added tax (VAT). VAT is applicable to the prices unless non-taxable internal sales are generated or other exemptions apply.[[2]](#footnote-2) Service recipients are the invoice addressees named in § 2 and possibly § 15. Unforeseen additional costs and expenses for which the library is not responsible will be charged to the first-mentioned invoice address under section 2 (I). Deviating regulations can be specified under section 15 Additional arrangements. A separate final invoice will be issued upon completion of all work.

# Section 8 Print run, free copies and mandatory copies

There shall be a print run of \_\_\_\_\_\_\_ copies. If, after its release, copies of the book sell out within the term of this contract, the Library shall have the right to print more copies. The costs of printing additional copies shall be covered using any revenue generated by selling the first print run. The Author shall receive \_\_\_\_\_\_\_ copies of the book after its release. The Library shall organise the delivery of mandatory copies to the relevant libraries.

# Section 9 Settlement

As the Library has no commercial interest in the publication of the work and the provision of the related services, it will not pay royalties to the Author and the Author shall not be entitled to any profits accrued by the time of termination of the contract. The Author has the option of registering their publication with the copyright collecting agency VG WORT (www.vgwort.de). On termination of this contract, any unsold copies can be returned to the Author.

# Section 10 Retail price

The Library shall specify the formal design, features and retail price of the work. The retail price shall be € \_\_\_\_\_\_\_\_ **gross**. The Library may reduce the retail price if a significant number of copies are not sold.

# Section 11 Termination

This contract may be terminated by the Author at any time; on termination, the Author shall bear any additional costs incurred. The rights of usage granted for online publication shall remain unaffected on termination; Section 314 of the German Civil Code (BGB) will also apply.

# Section 12 Liability and claims for damages

The Author shall release the Library from responsibility for all claims for damages to which is it subject that result from infringement of copyright, exploitation rights, trademark rights or any other rights held by third parties. The Author shall be considered responsible for the content of the work. The Library accepts no liability for the consequences of disruptions to the data network or any alterations to data that may occur during data transfer.

# Section 13 Other provisions

An organizational unit of the university (chair, institute, centre, central institution, et cetera) must give approval for works to be published by FAU University Press. Publications by FAU University Press are published in series. Publications in the FAU Forschungen series and other FAU academic series must be first approved by the editor(s) of the series in question. Doctoral dissertations and theses will only be published on the recommendation of the supervising professor. The appropriate declarations must be provided in writing and attached to this contract. The Author is obligated to provide the Library with their contact details and, in particular, to inform them of any changes to these details.

# Section 14 Concluding provisions

1. Should this contract be terminated, regardless of the legal reasons, the Library shall – notwithstanding other rights – retain the right to sell existing copies and shall not be obligated to terminate other agreements with third parties concerning the work.
2. Any amendments and additions to this contract must be made in writing. This contract is subject to the laws of the Federal Republic of Germany. It is also subject to copyright and publishing laws.
3. Should any individual provisions of this contract be or become invalid, this shall have no effect on the validity of the remaining provisions. Any invalid provision shall be replaced by a valid provision that reproduces as closely as possible the original intention of the invalid provision.

# Section 15 Additional arrangements

1. Any special requests for the division of the print run or the dispatch of copies by parcel post can be specified here:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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2. The Author will receive any overprints produced due to technical reasons and will be liable for any additional costs incurred by technically required overprinting.
3. In addition, the printer will incur shipping costs if it distributes and ships copies directly in accordance e.g. with section 15 (I). Shipping costs depend on the number of copies per publisher, supervisor, author and FAU University Press, the final weight of the book after printing and the corresponding package weight per recipient. Shipping costs will be calculated proportionally to the specified recipients in accordance e.g. with section 15 (I). Any additional costs and expenses for which the Library is not responsible will be covered by the respective party causing the costs.

Erlangen, 1/13/2023

Per procurationem \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

University Library

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Author

**Declarations with regard to this publishing contract**

Author, *working title*

The **supervisor** of the dissertation/thesis endorses the publication, production and, if applicable, acceptance of circulation shares (if specified under § 15 in combination with § 2 (II)) of the above-mentioned work (see section 13):

Name:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Institute/chair/centre:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Place, date:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

As the **editor** of the series, I agree to the publication, production and, if applicable, acceptance of circulation shares (if specified under § 15 in combination with § 2 (II)) of the above-mentioned work in the book series:

Name:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Institute/chair/centre:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Place, date:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

1. **Estimated** printing costs. [↑](#footnote-ref-1)
2. See https://www.verwaltung.zuv.fau.de/haushalt-und-finanzen/steuerangelegenheiten/. [↑](#footnote-ref-2)