Publisher’s Agreement for a Scientific Work of Literature

between

(hereinafter referred to as Author)

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 (working) title:

§ 2 Rights Assignments / Assignment of Utilization Rights

(1) The author declares that he/she is authorized to make assignments relating to the intellectual property rights/copy rights vested in his/her work of literature and that his/her work of literature does not infringe upon the rights of any third party. This also applies to cumulative doctoral theses parts of which have been or will be published by other publishers.

(2) The Author puts his/her work under the terms of a Creative Commons Attribution-ShareAlike 4.0 International License (CC BY-SA 4.0). The Publisher is therefore allowed to reproduce, distribute and make the work worldwide accessible (https://creativecommons.org/licenses/by-sa/4.0/deed.en).

§ 3 Services by the Publisher

(1) The Publisher undertakes the best efforts to distribute the electronic version of the work. Printed versions of the book will be sold at a price of ........ Euro through national and international bookstores. The Author will be informed of any changes to the sales price.

(2) For the first print run the Author shall receive a one-time supply of ...... printed copies of the book.
(3) Additional copies shall be available to the Author from the Publisher at a discounted price of 20% below the retail price.

(4) Neither the copies originally received for the first print run nor the copies obtained later by the author at a discount from the Publisher shall be sold by the author. Excluded are any copies to be charged with the editing institute, if the work is published within a series.

(5) 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 Author confirms to have followed generally accepted scientific methods in writing this work.

(2) The Author shall make a one-time payment to the amount of ....... Euro in order to share the production cost (based on a volume of .... pages). In the event that the upper limit of pages is exceeded, especially in the case of an increased number of color pages, then the Publisher shall make the necessary price adjustment in coordination with the Author. The amount payable will include the applicable value added tax.

§ 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.

.......................................................  Karlsruhe, ................................................
(Place and date of issue)

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(Author)  (Managing Director of KIT Scientific Publishing)