

**Author-publisher contract**

between

(hereinafter: the author)  
and

Shaker Verlag GmbH, PO Box 10 18 18, 52018 Aachen

(hereinafter: the publisher)

*§ 1 – Subject of the contract*

The subject of the contract is the manuscript entitled:

*§ 2 – Assignment of rights of the author*

I, the author, am the holder of all rights to the manuscript and assign the publisher the spatially unlimited right to publish and distribute (publishing law) the work named in § 1, including any illustrations. I affirm that the exploitation of the work in no way infringes on third party rights and claims or the law and that I have not otherwise disposed of the rights to the work either in their entirety or in part. In particular I assign the publisher the database right, in other words the right to record the manuscript in a digital form, to save it, irrespective of the type of storage medium, to edit it and in particular provide it with access software and save this on any data carrier, to duplicate this data carrier with the data in any form, to distribute this, rent it out and furthermore to transfer this data by means of remote data transfer (download) to third party computers and to allow printouts of paper copies by these end users.

This does not affect or restrict my right to publish excerpts, that of the editor or institute/company where the work was produced. These have the express right to publish individual parts of the work in trade magazines, etc., and to provide an electronic version on their own homepage and/or homepage of the library of the university where the work was produced. A publication by online publishing companies on the Internet that are in competition with the publisher, on the other hand, is not allowed, but may be approved on request.

*§ 3 – Publisher's obligation*

The publisher is obliged to copy and distribute the work and to advertise this appropriately. The mode of presentation, advertising and sales price will be determined by the publisher according to his judgement taking into account the purpose of the contract and the common practice in the online publication sector for this type of edition. The publisher is entitled to assign the work and ISBN (International Standard Book Number) and/or a DOI (Digital Object Identifier) and to register this with the appropriate organisations/agencies.

*§ 4 – Manuscript delivery*

The author/editor agrees to submit the complete and publishable manuscript to the publisher as a PDF file, or in exceptional cases as a paper printout (scanner ready), within 4 weeks of conclusion of the contract at the latest.

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Mitgliedschaften:

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EU-Verlegerforum

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Verwertungsgesellschaft WORT

### § 5 – Sales fee for downloads

The author receives a fee for every copy or download sold to and paid for by a third party on the basis of the online sales price, less the VAT contained therein and any rebates/discounts and transactions fees for the online payment method (net online sales price).

The fee for the various types of editions amounts to 50 percent of the net online retail price. The settlement of the sales and the resulting fee will be carried out annually in the first quarter of the following year. The due fees will be paid 6 weeks after the rendering of accounts at the latest. In the case of authors living abroad we are obliged to withhold the statutory share of the fee plus solidarity tax and pay this to the fiscal authorities in accordance with §50a EStG (German Income Tax Act). The fee will be paid through a bank transfer to the account:

Account number .....

Bank:.....

Sort code:.....

Any changes to the account details must be reported to the publisher immediately.

### § 6 – Printed copies

The publisher enables the author to purchase printed copies of the online publication. This is carried out within the publisher's technical printing possibilities and at the prices and calculations offered on the homepage. Copies can be ordered by the author through the author's account using the corresponding www-forms. Each of the specimen prints produced before the actual printing will be considered as a printed copy in the overall delivery. If the author makes use of graphic, typesetting of any other services, these will be offered and charged separately. The author can dispose of the printed copies freely.

### § 7 – Closing provisions

Unless otherwise stipulated in this contract, the general statutory provisions of the law of the Federal Republic of Germany shall apply. The nullity or invalidity of individual clauses of this contract shall not affect the validity of the remaining clauses. The parties are then obliged to replace the invalid clause by one whose commercial and legal intent comes closest to that of the invalid clause.

The exclusive place of fulfillment and jurisdiction is the domicile of the publishing company.

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