

Publisher's contract

between
 (hereinafter called: Author/Editor)

Peter Muster, Hauptstrasse 5, 52222 Musterdorf

and
 (hereinafter called: Publisher)

Shaker Verlag GmbH, Am Langen Graben 15a, 52353 Düren

§ 1 - Subject of the contract

The subject of this contract is the work written or to be written by the Author/Editor, with the title:

Hier könnte Ihr Titel stehen

-Untertitel-

§ 2 - Rights

The Author/Editor is the sole holder of all rights concerning the work. The Author/Editor grants the Publisher without any restriction for the legal term of the copyright the exclusive right, which is not limited geographically or in time, to publish and reproduce the in § 1 described work, including illustrations, in all editions and impressions and without any restriction with regard to numbers, and in all languages. The Author/Editor hereby affirms that the said work is original, that it contains nothing libellous or which violates the rights of third parties or the law, that he or she has not previously granted others rights to the said work in whole or in part, and that the work in no way violates any existing copyright. In particular, the Author/Editor transfers to the Publisher the following full and exclusive rights and licences:

- a) Book rights, i.e., the right to duplicate and distribute or to adapt the work in all book forms and in all impressions and editions for all sales channels, in particular in retail book stores, subsidiary markets and other retail outlets, locations where books are sold, and similar establishments.
- b) Data bank rights, i.e., the right to convert the said work or an adaptation of the work into machine-readable form, regardless of the programme and language used, and to store it, regardless of the method of storage, to adapt and in particular equip it with access software, to store it on data media and to duplicate and publish this in any form, to duplicate, to distribute and to lend data, in such forms as data transmission to a third party's computer to enable such end user to print paper copies.

Excepted thereof is the right to publish of the Author/Editor or the institute at which the work was written. The latter have the express right to publish individual parts of the said work in professional journals and the like. There is also the right to make an electronic version of it available on their home page and/or on the home page of the library of the university at which the work was written. In any case there has to be a reference to the Publisher's publication of the work.

Shaker Verlag GmbH
 Düren HRB 8026
 Geschäftsführung
 Dr. Chaled Shaker

Anschrift
 Shaker Verlag GmbH
 Am Langen Graben 15a
 52353 Düren

Telefon Zentrale
 02421 / 99 0 11 - 0

Telefon Vertrieb
 02421 / 99 0 11 - 31
 02421 / 99 0 11 - 32

Telefax
 02421 / 99 0 11 - 9

Internet
www.shaker.de

E-Mail
info@shaker.de

USt-IdNr.
 DE 174674481

Verk.-Nr.
 11430

Mitgliedschaften:



Börsenverein des
 Deutschen Buchhandels e.V.



EU-Verlegerforum

VG WORT
 Verwertungsgesellschaft WORT

§ 3 - Publisher's responsibilities

The Publisher is obligated to reproduce and publish the work and to promote it in an appropriate manner. The layout, cover, print run, delivery date, list price and the means of promotion are to be determined by the Publisher as deemed to be appropriate and in consideration of the aim of the contract as well as the norms of book publishing relevant to this type of publication.

§ 4 - Delivery of the manuscript

The Author/Editor is bound to deliver the complete and ready-for-printing manuscript to the Publisher either as a printout or a PostScript/PDF file within 2 months after the conclusion of this contract.

§ 5 - Royalties

The Author/Editor receives a royalty that is based on the sale price for each sold and paid copy, after deduction of the hereby included VAT and book seller's discount (net sale price of the Publisher). The royalty for the different types of editions amounts to 10 percent of the net sale price. This applies to the in § 2 a) described principal and subsidiary rights. The royalty for the in § 2 b) described ancillary rights amounts to 25 percent of the proceeds of this utilisation. The Publisher shall yearly within the first quarter of the year determine the number of copies sold and the royalty due. Once a royalty of at least 30 Euro is due, its payment is to be made no later than six weeks after sending of the invoice. In case an Author/Editor resides abroad, we are bound by law (according to § 50a EStG) to withhold the legally regulated proportion of the royalty plus solidarity tax and to pay it to the tax office.

The royalty is transferred to:

Name of account holder:

BIC / SWIFT:

IBAN:

§ 6 - Minimum circulation

The Publisher commits to producing at least 150 copies of the work described in § 1, for sale purposes.

§ 7 Final clauses

In issues for which this contract contains no statutes, the general provisions of German law apply. The nullity or invalidity of individual clauses in this contract has no effect on the validity of the remaining clauses. In this case, the parties are required to replace the invalid clause with a clause that is in economic and juridical intent as close as possible to the invalid clause. The place of the proceedings is solely the place of business of the Publisher.

.....
Place, date

.....
Place, date

.....
Signature - Author/Editor

.....
Signature - Publisher

**SHAKER
VERLAG**

Shaker Verlag GmbH
Düren HRB 8026
Geschäftsführung
Dr. Chaled Shaker

Anschrift
Shaker Verlag GmbH
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52353 Düren

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