Last updated: May 2019



Please note that ONLY the German version of this document is legally binding and has to be signed. The English translation is provided to help you fill out the original German document.

Publication agreement

bet	tween
Firs	st name(s) and surname(s) (hereinafter: Author/Authors)
ado	dress(es)
e-n	nail address(es)
and	d
the	e University Library of Erlangen-Nürnberg (Universitätsbibliothek Erlangen-Nürnberg; hereinafter: Library)
	Section 1: Object of the contract
1.	The object of the contract shall be the Author's doctoral thesis/work with the title:
	Date of graduation for doctoral theses:
	I hereby confirm that my thesis has been accepted for publication (Druckfreigabe liegt vor).
2.	This work is a
	primary publication
	secondary publication (this refers to all works that have already been published, for example, in a commercial publishing house, and are now to be published on the servers of the library (for example, according to Section 38 (4) Urheberrechtsgesetz (UrhG, German Copyright Act) or after written permission by the publisher or based on its "self-archiving policy").
3.	In the case of primary publication, the Author confirms that they are entitled to grant rights of use to their work, that they have not entered into any agreements that run counter to this agreement, and that neither the complete work that is to be published nor parts of it infringe on the rights of any third parties. This shall also apply to the texts and images submitted by the Author to which the Author has rights of use. If, after publication, any claims are made of suspected or actual infringement of third party copyrights, the Author agrees to inform the Library of such claims immediately.

4. If the publication has already been published (for example by a publisher), the Author confirms that secondary publication by the Library does not breach the original contract with the publisher or any superior laws. The author confirms that neither the complete work that is to be published nor parts of it infringe on the rights of any third parties. This shall also apply to the texts and images submitted by the Author. If any claims are made of suspected or actual infringement of third party copyrights, the Author agrees to inform the Library of such claims immediately.

Section 2: Multiple authors

- 1. If a work has multiple Authors, they are co-authors of the work.
- 2. For this, the following separate declaration on the co-authors' rights clearance is required. The signatory is advised to obtain the corresponding rights transfers of the co-authors in written form and to save them.

I confirm that the co-authors have granted me the necessary rights for this transfer, including online publication under my chosen (for example Creative Commons) license. The Authors have confirmed to me as the editor that they are the sole copyright owners of their respective contributions. I guarantee that no third-party rights or legal regulations are violated, especially with regard to figures contained in the text (photographs, graphical elements).

If, after publication, any claims are made of suspected or actual infringement of third party copyrights, I agree to inform the Library of such claims immediately.

Signature			
Signature			

Section 3: Data transfer

The Author shall convey the data of the work to be published to the Library in a suitable format (see: https://opus4.kobv.de/opus4-fau/home/index/help#technicalspecs).

Section 4: Assignment of rights for doctoral theses

- 1. The Author grants the Library the right to save the doctoral thesis on its own servers, reproduce it and make it publicly available, and reproduce and distribute it on the Internet in electronic form; this right may not be restricted to any time, region or content.
- 2. The Library shall have the right to forward electronic copies of the doctoral thesis to the German National Library in Frankfurt am Main and Leipzig as the national library for mandatory archival copies and to the Bavarian State Library as the regional library for mandatory archival copies.
- 3. The Library shall have the right to forward an electronic copy of the doctoral thesis to the relevant repositories of the Sondersammelgebiete (SSG, Special Collections) or Fachinformationsdienste für die Wissenschaft (FID, Scientific Information Services).
- 4. The Author grants the Library the right to create paper or CD-ROM copies of the doctoral thesis.
- 5. The Author grants the Library the right to convert the data of their doctoral thesis into other electronic or physical file formats as required by developments in technology. This right also applies to libraries for mandatory archival copies and to special collection(s) libraries respectively scientific information service libraries, as well as to digital preservation by contracted third parties.

- 6. The Author guarantees that the digital version of the doctoral thesis is completely identical to the printed version. If personal data such as a CV or the place of birth is an obligatory part of the doctoral thesis according to the doctoral regulations, this shall also apply to the digital version. For privacy reasons, however, the online version should **not** contain such sensitive personal information. Therefore, please publish personal data only in the printed copies for the promotion body and the reviewers (the CV, for example, at the end of the book block without pagination and without inclusion in the table of contents). In the online version to be published, all personal data should be removed (this includes the Eidesstattliche Erklärung).
- 7. The Author retains the copyright to their work insofar as none of the Library's rights mentioned herein are restricted.
- 8. The Author grants the Library only the non-exclusive rights that it requires in order to carry out its services.
- 9. The Author gives the Library permission to publish the metadata (including the abstract) of the doctoral thesis under the Creative Commons Zero License (CCO, see https://creativecommons.org/publicdomain/zero/1.0/).

Section 5: Assignment of rights for other publications

- 1. The Author grants the Library the right to save the work on its own servers, reproduce it and make it publicly available, and reproduce and distribute it on the Internet in electronic form; this right may not be restricted to any time, region or content.
- 2. The Library shall have the right to forward electronic copies of the work to the German National Library in Frankfurt am Main and Leipzig as the national library for mandatory archival copies and to the Bavarian State Library as the regional library for mandatory archival copies.
- 3. The Library shall have the right to forward an electronic copy of the work to the relevant repositories of the Sondersammelgebiete (SSG, Special Collections) or Fachinformationsdienste für die Wissenschaft (FID, Scientific Information Services).
- 4. The Author grants the Library the right to create paper or CD-ROM copies of the work.
- 5. The Author grants the Library the right to convert the data of their work into other electronic or physical file formats as required by developments in technology. This right also applies to libraries for mandatory archival copies and to special collection(s) libraries respectively scientific information service libraries, as well as to digital preservation by contracted third parties.
- 6. The Author retains the copyright to their work insofar as none of the Library's rights mentioned herein are restricted.
- 7. The Author grants the Library only the non-exclusive rights that it requires in order to carry out its services.
- 8. The Author gives the Library permission to publish the metadata (including the abstract) of the work under the Creative Commons Zero License (CCO, see https://creativecommons.org/publicdomain/zero/1.0/).

Section 6: The Library's obligations

- 1. The Library shall be obligated to permanently store the doctoral thesis/work and distribute it via the Internet within its technical and organisational capabilities.
- 2. The Library shall ensure the integrity of the content of the data during migration and conversion of files.

Section 7: Liability

- 1. The Library strives for uninterrupted availability of the websites on its server.
- 2. The Author confirms by their signature that neither the publication of their doctoral thesis/work on the Library's publicly accessible websites nor the granting of rights of use to the Library according to Section 1 of this contract infringes upon third party rights; the Author shall indemnify the Library from any third party claims.
- 3. The Library's liability shall be limited to cases of premeditation or gross negligence.

Section 8: Final provisions

- 1. The place of jurisdiction shall be Erlangen; the agreement shall be subject to German law.
- 2. Amendments to this contract shall be made in writing.
- 3. In matters upon which the parties have not agreed in this contract, the statutory provisions shall apply.