

Contract on the publication of an electronic document via the "ePublications" publication server

between	
Name, first name:	
Faculty/Institute:	
Phone:	
E-mail:	
	hereinafter:
	Autor
and	
der TH Köln	
University Library, Campus Deutz	
Publication service	
Betzdorfer Str. 2	
50679 Cologne	hereinafter:
	University Library

Section 1 Subject of the contract

(1) The subject of this contract is the publication of the following work with the specified details:

Author(s):	
Titel of the work:	
Tura of words	
Type of work:	hereinafter referred to as the Work –

via the publication server of TH Köln.

- (2) The Author assures that he/she is the author of the Work referred to in (1) and is entitled to dispose of the copyrighted rights of use to this Work, that copyright and licensing injunctions do not conflict with the publication and that the rights of third parties are not infringed by the publication. This also applies to the text, image or other materials supplied by the Author, the rights of use of which lie with him/her. If he/she offers text, image or other materials for which this does not apply or is not certain, or if he/she subsequently becomes aware of legal obstacles or claims by third parties, he/she must inform the University Library of this and of all legally relevant facts known or apparent to him/her in writing or electronically. If the Work has already been published (e.g. by a publishing house), the Author assures that a second publication on the publication server of TH Köln does not conflict with the publishing contract. The right of secondary publication must be verified by the Author.
- (3) TH Köln is entitled to block access to a publication in whole or in part with immediate effect if there are concrete indications that legal regulations or the rights of third parties are being infringed. In such a case, TH Köln will inform the Author immediately about the blocking.
- (4) The Author assumes full responsibility for the content of his/her published Work and indemnifies TH Köln against any claims for damages for which he/she is responsible due to infringements of copyrights, exploitation rights or other rights of third parties. The University Library accepts no liability whatsoever for the content of the Work.
- (5) If the Work was written by more than one author, they are co-authors of the Work. The Work can therefore only be published with the consent and signature of all authors. In this case, the co-authors each sign a separate publication contract.

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- (3) The Author grants the University Library permission to convert the document into other electronic and physical formats, e.g. for archiving purposes, as may be necessary in the future, depending on technical developments. This right shall also exist for the benefit of the institutions referred to in (2). If data migration is necessary, the University Library ensures the integrity of the content of the data.
- (4) The Author allows the University Library to provide users with a complete copy of the Work in printed form (print-on-demand) or other data carriers for private use. The University Library is not entitled to exploit the Work commercially. Reimbursement of costs or a charge of prescribed library fees within the framework of the library services referred to in (1) shall not be deemed to be commercial use.
- (5) Copyright protection remains unaffected by this declaration. All rights of publication and use remain with the Author, in particular the right to publish in printed form and on other document servers. The Author remains free to dispose of the Work in any other way, as long as this does not restrict the rights granted to the University Library in this contract. The Author is advised that publication of the Work via the University Library may impede or prevent subsequent publication elsewhere if a third party is to be granted a comprehensive publishing right to the publication.
- (6) As the University Library does not pursue any commercial interests with the publication of the Work, the Author does not receive any remuneration from the University Library.

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- (1) The University Library undertakes to make the Work available in such a way that it can be accessed by the public via the internet free of charge and without access restriction. It also ensures the permanent free availability, accessibility and stable addressing of the Work and thus ensures reliable citability.
- (2) The University Library assures that it will inform the Author without delay if alleged or actual legal obstacles arise that prevent the implementation of this contract. The University Library is entitled to block access to a published work as soon as there are concrete indications of an infringement of the rights of third parties.
- (3) In the interests of the academic citability of the Work, any alteration of the published Work after the date of publication beyond a change of format pursuant to Section 3(3) shall be excluded. However, in agreement with the University Library, the Author may have annotations added to the Work in the document description section, i.e. the metadata. This includes, for example, references to a revised new edition or errata. If a correction to the document is necessary or desired, the modified document must be submitted as a new work. Documents are only deleted in exceptional cases, e.g. if the publication violates the rights of third parties or criminal law provisions. Deletion shall be documented in writing or electronically.

Section 4 Transfer of rights to the general public

The Author places the above-mentioned Work under the following licence, which governs the terms of use:

	Section 5	Applicable	law and	place of	jurisdiction
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(1) This contract is subject to German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods. (2) The place of jurisdiction is Cologne. Explanations of the licences are available at https://creativecommons.org/licenses. For the Author Author's signature Place, date Please send the completed and printed publication contract, with your original signature, by internal post/mail to the address of the publication service. TH Köln Hochschulbibliothek Campus Deutz Publikationsservice Betzdorfer Straße 2 50679 Köln Declaration of consent for the publication of a student's final or examination paper: As the supervising reviewer, I confirm that the work is of high quality. I recommend publishing the work described above via the university publication server "ePublications".

Faculty Reviewer's name

Place, date Reviewer's signature