

PUBLISHING CONTRACT

Contract on the grant of rights use of to an academic work

Article 1 SUBJECT-MATTER

- (1) The subject-matter of this Contract is the aforementioned work.
- (2) GRIN intends to publish the work in book and e-book form (hereinafter referred to as “combined publication”) and distribute it through its distribution channels.
- (3) The Author may choose to have the work published and distributed solely as an e-book (hereinafter referred to as e-book publication).

Article 2 GRANT OF RIGHTS

(1) The Author hereby grants GRIN the following rights of use:

1. The right to reproduce and distribute the work in corporeal and incorporeal form, particularly as an e-book for transmission via digital networks, chiefly via the Internet; as a file on machine-readable data carriers, particularly such portable data carriers as CD-ROMs; as a book, particularly for the print-on-demand production of individual copies; as articles in periodicals, newspapers or compilations; and/or as preprints or printed excerpts; and to reproduce and distribute the work by means of photomechanical processes including facsimile transmission.
2. The right to make the work available to the public, particularly on the Internet for individual access.
3. The right to store the work electronically, particularly in databases.
4. The right to process the work, particularly to convert it into any e-book formats or electronic manuscripts, as well as the right to index the work in search engines.
5. The right to make minor amendments to the work, particularly to correct any mistakes, as well as the right to adapt the title and layout of the work.
6. The right to distribute passages from the work as samples thereof.
7. The right to pass the above rights 1–6 on to GRIN’s partner companies.

(2) The rights in a combined publication shall be granted as exclusive, geographically and temporally unlimited rights.

(3) The rights in an e-book publication shall be granted as non-exclusive, geographically and temporally unlimited rights.

Article 3 PUBLISHER'S DUTIES

- (1) GRIN shall reproduce and distribute the work in the form selected as per Article 1.
- (2) In case of combined publication, GRIN undertakes to position the work in the book market as far as possible and to supply book wholesalers and other dealers insofar as they have ordered them.
- (3) In case of combined publication, the books and brochures shall be produced on a print-on-demand basis. GRIN shall determine the print run. For technical reasons, works whose size does not suffice for book printing shall be published as bound brochures.
- (4) GRIN shall determine the getup of the work (e.g. book block layout, format, cover design).
- (5) GRIN may suggest to the Author emendations of solecisms as well as deletions, alterations and additions to content-related formulations. If GRIN and the Author are unable to agree on the changes it has proposed, GRIN shall be entitled to terminate this Publishing Contract summarily.
- (6) GRIN shall assign the work an ISBN from GRIN's ISBN set.
- (7) GRIN may include promotional material work and refer to other works on the Publisher's list as in customary commercial practice.
- (8) After publication, the Author may not make any subsequent changes to the work.
- (9) GRIN shall determine the retail price of the work.

Article 4 NAMING OF AUTHOR

The Publisher undertakes to print the Author's name and the title of the work on the title page of the printed edition and/or e-book. The Author's right to publish anonymously shall not be thereby affected. The Author must make this request to the Publisher with uploading of the manuscript.

Article 5 CONDITION OF THE WORK

- (1) The Author shall submit the work to GRIN in suitable manuscript form.
- (2) The Author declares that he has sole disposal over the copyrights in the work, that the work does not infringe any third-party rights (e.g. copyrights or personal privacy) and that he has not transferred the rights in the work to any third party as yet.
- (3) The Author further declares that publication of the work by the publisher is not barred by examination rules or any other provisions. If the work involves any organisations, companies, associations, institutions or interviewees, the Author has obtained their consent to the publication and commercial use thereof. In case of unauthorised publication, the Author shall bear sole liability.

(4) Der Author declares that the work was graded at least with "C" / 55%, if the work is a university paper.

(5) The Author further declares that all statements he makes about the work, especially but not exclusively as to the marks conferred thereon, are truthful and that, if the work is a university paper, the same version thereof has been submitted to the designated university. GRIN may demand copies of the evaluations thereof.

(6) If the work contains any special fonts, illustrations and/or photographs in which he holds no copyrights or legal permission to use the same (e.g. the right to quote for academic works), the Author shall be required, prior to performance of this Contract and at his own expense, to procure the requisite permission of the authors for GRIN and its partner companies to use said special fonts, illustrations and/or photographs.

(7) The work must conform to GRIN's quality guidelines (available at <http://www.grin.com/quality.html>).

(8) GRIN reserves the right to reject works that do not satisfy the foregoing requirements (1)–(7).

(9) If, as a result of failure to notify GRIN, its activities should infringe any third-party rights, particularly copyrights, the Author shall be liable for the same. The Author must indemnify GRIN and any partner companies of GRIN's against third-party claims at the first request and reimburse GRIN for any necessary legal expenses thereby incurred.

Article 6 RIGHT OF RESCISSION

(1) The Author may rescind this Contract in written/textual form (e.g. by letter/e-mail), within two weeks. The Author shall not be obliged to give reasons for the rescission and such notice may be given within two weeks after receiving notice of acceptance. The rescission shall be deemed given within the time allowed if sent off in time, and must be sent to the postal address given in GRIN's publishing details or to its e-mail address: info@grin.com.

(2) The right of rescission shall expire when GRIN commences production of the work.

Article 7 LIABILITY/WARRANTY

(1) The Author is responsible for the published contents of the work and liable for the consequences of publication of any unlawful content.

(2) GRIN or its vicarious agents, as the case may be, shall only be liable for such losses or damage incurred by the Author as result from a breach of duty or tortious act committed by GRIN intentionally or through gross negligence. In case of breach of material contractual obligations, the liability shall be limited to typically foreseeable damages.

(3) Any other warranty claims of the Author's against GRIN shall be excluded.

(4) The foregoing limitation of liability in clauses (2) and (3) shall not apply in the event of injury to life, body or health.

Article 8 REMUNERATION AND PRICING

(1) The Author's royalties shall be based on the current price list, available at <http://www.grin.com/royalties.html>.

(2) All sold copies of the work must be remunerated. GRIN shall not be required to render account or remunerate unbilled copies, such as presentation, review, examination, specimen or introductory copies, or author's copies. Invoiced examination copies must only be accounted for and remunerated if they have been paid for. Copies provided for GRIN's promotional purposes, but not to promote the book, need not be accounted for or remunerated either.

(3) GRIN shall notify the Author of any changes to the price list by e-mail sent to the e-mail address given in the log-in area. Should the terms offered by existing distribution channels deteriorate to the Author's detriment, he shall be entitled to extraordinary termination within 4 weeks after he has been sent an e-mail to that effect.

(4) The Author may opt out of new distribution channels with derogating terms of remuneration. GRIN shall inform the Author of any new distribution channels in good time.

(5) Furthermore, the Author may elect to make his work available free of charge as an e-book on GRIN's platforms. No remuneration shall be paid for works accessed free of charge. GRIN shall be entitled in principle to provide a printable version as well, which may be offered to users for a fee to cover the costs thereof, and for which the Author may not demand any remuneration.

(6) Texts by primary or secondary school pupils can only be published free of charge as per clause (5).

Article 9 LUMP-SUM FEE

(1) Alternatively to Article 8, the Author may upon request receive the above-offered single payment (hereinafter referred to as "lump-sum fee") in exchange for the rights of use granted to GRIN under the terms of a combined publication. The Author shall not be entitled to any remuneration over and above that.

(2) The lump-sum fee shall be paid with the regular statement of account following publication of the work. The lump-sum fee shall not be paid if the work is not added to the publisher's list of available publications.

(3) The Author may choose the lump-sum fee only when uploading the work, not subsequently.

Article 10 ACCOUNTING

(1) Accounts shall be rendered and settled at least once every 6 months. royalties shall be due and payable within a month of each statement of account.

(2) The royalties shall be disbursed to the account designated by the Author in his GRIN user account.

(3) The Author must inform GRIN if he is liable for value-added tax, in which case GRIN shall itemise value-added tax separately on the invoice but disburse it together with the royalties payable.

(4) For bank accounts outside the euro zone, amounts under €25.00 shall remain in the Author's customer account and shall not be disbursed until the amount exceeds €25.00 at the end of the then current calendar quarter or upon termination of this Contract, whichever comes first.

(5) GRIN shall be obliged to allow a third party (lawyer, auditor, tax consultant, certified accountant) who has been retained and enjoined to professional secrecy by the Author to inspect such accounts and documents as are necessary to review the disbursal of the Author's royalties. GRIN shall bear the costs thereby incurred only if the accounting to the Author's detriment should prove incorrect.

(6) The Author shall notify GRIN of any change of address or bank account. The cost of back-posting royalties due to incorrect bank account information shall be defrayed by the Author.

Article 11 CONTRIBUTION TOWARD PRINTING COSTS

The Author shall not be charged any printing costs.

Article 12 AUTHOR'S COPIES AND SELF-MARKETING BY THE AUTHOR

(1) The Author may purchase author's copies of his printed books from GRIN at a discount.

(2) In case of self-marketing, the Author must abide by the fixed book price.

(3) The self-marketing of e-books on such platforms as Amazon or eBay or through offers on e-book reader devices is not permitted.

Article 13 VG WORT, COLLECTING SOCIETIES

The Author shall retain the right to receive royalties from collecting societies (e.g. VG Wort <http://www.vgwort.de/> in Germany, Literar-Mechana in Austria, ProLitteris in Switzerland).

Article 14 LIBRARY SERVICE

GRIN shall handle the library service for the Author. This includes shipping legally required presentation copies of the work to libraries and providing the correct bibliographic information.

Article 14 TERMINATION/TERM OF CONTRACT

(1) In case of combined publication, this Contract shall expire in 10 years at the earliest. It shall be automatically renewed for successive periods of 5 years unless terminated by 3 months' notice for the end of such period.

(2) In case of e-book publication, the Contract shall expire after one year at the earliest.

(3) In case of lump-sum fee payment (Article 9) the Contract shall not be subject to statutory termination.

(4) Notice of termination must be sent to GRIN's postal address as given in the publishing details.

(5) If the Author terminates this Contract with due notice or prematurely for cause, GRIN shall be authorised, for up to four weeks after the end of the current calendar quarter, to distribute copies of the work that have already been reproduced but not yet delivered. GRIN shall be obliged to delete the work from its storage media within four weeks after the end of the current calendar quarter.

Article 15 CLOSING PROVISIONS

(1) This Contract shall be solely subject to the laws of the Federal Republic of Germany.

(2) Should any provision of this Contract be or become void or contain legally unresolved loopholes, the Contract as such shall remain effective. The exceptionable clause shall be supplanted by a valid one that most closely approximates to the commercial purpose and legal purport of the original formulation.

(3) This Contract is based on mutual trust. The parties hereto shall strive to settle any differences amicably. The venue for any cases in which a settlement cannot be reached shall be Munich, provided that the Author is not a consumer as defined in the German civil code (Bürgerliches Gesetzbuch).