

PUBLISHING CONTRACT (EURO ZONE)



Contract Preface

Dear Authors,

Thank you for your interest in publishing with GRIN Verlag. Thanks to academics like you, we have been able to create a vast pool of knowledge from all subject areas that is utilized by millions of readers worldwide.

It is important to us to be able to provide you with the best possible service and professional marketing of your texts. We strive to create transparent and easy-to-understand author contracts that cover all legal bases; as it goes, however, we understand if you need us to clarify any legal jargon. Feel free to contact us by telephone (+49 89 550559-0) or e-mail (info@grin.com) if you have any questions. The following overview of the most important contract items may be of help:

Rights and obligations:

- We will publish your work as an e-book and printed book.
- We shall provide you with our comprehensive standard publishing service in full and free of charge.
- -The contract is exclusive, which means that only GRIN Verlag may publish your work in full. You are entitled to publish excerpts or individual chapters of your work with other publishers upon notifying us.
- If desired, you may publish your work anonymously or under a pseudonym. Just let us know!
- You guarantee that publishing your work with GRIN Verlag does not violate the rights of others and that you are the author of your work.
- Your text will be able to be ordered on the GRIN website as well as a number of other online shops and bookstores. We are constantly expanding our network.
- We will provide a free sample excerpt of your work to potential readers.

- The contract duration is five years and automatically renews for an additional five years, unless you cancel with notice of at least three months.

Royalties and payments:

- We are obligated to disperse your royalties at least twice annually. We typically disperse payments quarterly.
- You will be paid for each individual e-book purchase as per our royalty schedule found at www.grin.com/en/help/author#royalties
- Printed books entail higher production and basic costs, which we cover with your first 50 euro of royalties from each respective printed book. You will be paid royalties starting from the first cent beyond 50 euro as per the royalty schedule.
- You may also be eligible for compensation through VG Wort, as long as VG Wort classifies your work as paid material. If so, you are entitled to VG Wort author compensation in full.

We also offer additional premium publishing services, like custom cover designs, with very favorable conditions. For more information, visit: <http://www.grin.com/en/help/premium>
If interested, please contact us at premium@grin.com or +49 89 550559 0.

Of course, feel free to contact us with questions and suggestions. We are constantly striving to improve our author services and be the best publishing house we can be!

Greetings from Munich, Germany



Patrick Hammer
(Founder and Publishing Director)

AGREEMENT ON THE GRANTING OF RIGHTS OF USE

§ 1 SUBJECT MATTER OF THE AGREEMENT

- (1) The subject matter of this Agreement is the work selected by the author and uploaded to the server of Open Publishing GmbH (hereafter: „GRIN“).
- (2) GRIN will make accessible this work as an e-book to the public and – provided that GRIN considers such a publication to be economically viable – reproduce and distribute it in as a print book or print brochure as well.

§ 2 GRANTING OF RIGHTS

- (1) The author grants to GRIN the exclusive right unlimited in territory and time to save the work in electronic databases, convert it into any type of data formats, whatsoever, index it for search engines, as well as additionally offer the work to any third party whatsoever, save single e-book copies to one or several reading devices by way of download at places and times of its choice using data networks (internet, mobile phone networks and the like) or to visualise it by way of streaming and, additionally, to make a printout thereof.
- (2) The author grants to GRIN the exclusive book right unlimited in territory and time and without any restriction on contents, i.e. the right to reproduce the work by typographical means and to distribute it, which is applicable to all print runs and editions, especially as hardcover edition, pocketbook edition, special edition, deluxe edition, reader edition, Reader's Digest edition, paper-bound edition or any other type of edition.
- (3) The author grants to GRIN the exclusive right unlimited in time and territory and without any restrictions on contents to reproduce, distribute and make available to the public the work, as a whole or in part, both in on-line and in off-line databases and as part of multimedia works and/or elements thereof, and to use it applying any other types of use, whatsoever, as defined hereunder.
- (4) The author grants to GRIN the right of revision, i.e. the right of GRIN to revise and rearrange the work or have it revised and rearranged by third parties, especially to correct grammar and/or orthographic errors or other technical errors, edit the work as reference book, abstract, app (e.g. iOS, Android, Windows, Mac OS) or enhanced e-book and to use the versions so created applying any other types of use, whatsoever, as defined hereunder.

- (5) The author grants to GRIN the exclusive right unlimited in time and territory and without any restriction on contents to translate the work into any language and dialect, whatsoever, adapt the work or have it adapted as audio book or audio drama, as stage play (e.g. drama or piece of music) or as cinema/television film/series and to broadcast the versions so created (via cable, satellite or terrestrial channels), to show and/or reproduce it (e.g. on CD, DVD, Blu-ray disc) and distribute it and make it accessible to the public as well as to rent out reproduction pieces of the work as well as to use the so created versions and editions of the work applying any other types of use, whatsoever, as defined hereunder, as well as by way of merchandising.
- (6) The author grants to GRIN the exclusive right unlimited in time and territory and without any restriction on contents to the preprint, reprint or serial print of the work or specific excerpts from the work as well as the right to use the so created versions and editions of the work applying any other types of use, whatsoever, as defined hereunder.
- (7) In addition, the author grants to GRIN the right to use the work applying the types of use unknown at the time of entering into the Agreement.
- (8) GRIN is entitled to use the rights hereunder either in its own publishing house or transfer the use of such rights to third parties, as a whole or in part, without requiring any additional consent of the author.

§ 3 DUTIES OF GRIN

- (1) GRIN will – at its own cost – convert the work into an appropriate file format, save it in a database and keep it available for individual retrieval and also offer it to third parties for download or streaming using GRIN's business partners.
- (2) In case of a print publication, GRIN may opt for reproducing the work by way of print-on-demand or edition printing as letterpress printing or brochure printing. GRIN is under no obligation to reproduce and distribute any minimum edition.
- (3) GRIN commits itself to make reasonable advertisement for the use of the work as defined hereunder. This also includes the facilitation of reading examples of up to 25% of the entire work. GRIN is free to select the type of advertisement. GRIN commits itself to assign an ISBN to the work. GRIN organises the shipment of the legally required deposit copies free of cost.
- (4) If the work is distributed as e-book publication, GRIN will decide on the file formats in which to offer the work, the distribution channels and the involvement

of commercial agents as well as the recommended sales price and its adjustment. If the work is published as a print publication, GRIN will further decide on the layout of the work, the volume of the edition, the start of reproduction, the date of appearance, the distribution channels and the retail price, including its increase or reduction.

- (5) GRIN has the right to change the title if it appears reasonable on distribution considerations.
- (6) GRIN will show the author's name on the cover page of the printed book edition and the e-books, unless the author instructs GRIN to publish the work anonymously or under a pseudonym. For all other types of use of the work GRIN will identify the author in the same manner if and provided that the identification can be achieved at a reasonable technical and/or economic effort.

§ 4 QUALITY OF THE WORK, NEW EDITIONS

- (1) The author delivers the work in a file format enabling GRIN to further process the work both for an e-book publication and for a print publication (e.g. as a Microsoft Word, OpenOffice, LibreOffice or PDF file). GRIN has the right to reject the work without any comment if it is uploaded in a format inadequate for further processing.
- (2) The work has to be in line with the GRIN quality policy (available at <http://www.grin.com/en/quality.html>).
- (3) Once the author has uploaded the work or made available the work to GRIN using other means the author has no longer the right to make any changes.
- (4) The author may, however, prepare a revised version of the work if any technical or other development suggests that a new edition is required and GRIN does not object to such revision. The author commits himself/herself that upon GRIN's request he/she will prepare a revision of the work if GRIN feels that the development suggests that a new edition is required. If the author does not deliver any revision to GRIN within a reasonable period of time, GRIN will have the right to have the revision made by third parties. In this case the author will be named as author of the preliminary editions to the extent as usual and receive a reasonable share in the fees.

§ 5 GUARANTEES OF THE AUTHOR

- (1) The author guarantees that he/she is solely entitled to dispose of the rights to the work defined hereunder and that he/she did not enter into any conflicting disposal before and that the work does not violate any third party rights (e.g. copyright or rights of publicity) or legal regulations.
- (2) Where the author included third-party works (e.g. photos, drawings, graphics, charts, text excerpts) in his/her work or his/her work is a compilation of such works of other authors, the author guarantees that this is permitted under any of the regulations of limitations and exceptions of sections 44a et seq. of the UrhG (German Copyright Act) or that he/she obtained the rights from the respective holder of the rights to the extent as required hereunder. Upon request, the author will deliver to GRIN appropriate evidence (e.g. licence agreement) without delay.
- (3) The author further guarantees that there are no examination rules of universities nor any other provisions opposed to the publication of the work as well as that all the information he/she provided on the work (e.g. grading) is true and correct and, moreover, that the work, in case that it is a college/university work, was submitted to the indicated college/university in the version as uploaded by the author. Upon request, GRIN will be provided copies of the grading rates.
- (4) If the quality of the work is in conflict with any of the guarantees pursuant to sections 4 or 5 of this Agreement, GRIN has the right to discontinue the use of the work without any further statement. In addition and notwithstanding any other claims, GRIN may claim damages for the breach of this covenant.

§ 6 REMUNERATION, ACCOUNTING

- (1) If the author opted for a success-based fee, the author will receive a fee according to the table of fees as applicable at the time of entering into the Agreement (<http://www.grin.com/en/help/author#royalties>).
- (2) If and to the extent in which GRIN itself does not use the work but transfers the use, as a whole or in part, to an entity affiliated with GRIN, the author will receive the same fee as if GRIN itself had performed the use.
- (3) If GRIN uses the work defined hereunder applying a type of use for which the contracting parties have not yet agreed on any remuneration, the author is entitled to reasonable remuneration. GRIN may fix such remuneration at its reasonably exercised discretion. The author may have a court establish whether or not the

remuneration is reasonable (sections 315 et seq. of the BGB (German Civil Code), 32 UrhG).

- (4) The fee accounting and payment will be made by the 30th of June and the 31th of December of each year within three months of the respective due date. The accounting will show the number of copies sold and the fee resulting for the benefit of the author. The fee for books can be accounted for only if the reservation to qualify books as remaindered has expired and will not become due before. The fee becomes due within one month after the accounting.
- (5) In case of bank accounts outside of the European Union any amounts below USD 50.00 will remain in the customer account and will be paid to the author after such amount is exceeded or upon the end of the Agreement, respectively.
- (6) GRIN is not obliged to keep any records or provide any information regarding books or e-books which were distributed free of charge (e.g. deposit copies, editorial copies, review copies, free copies or launch copies, advertising copies for the promotion of the book and for the promotion of the publisher) or which were bought as discounted author's copies.
- (7) The costs incurred for the publication, reproduction and distribution as a book will not be billed to the author. GRIN, however, will set off a portion of such costs amounting to USD 50.00 against the fee the author is entitled to from the sale of his/her work hereunder as a book. If the work is not sold as a book, the setoff of such costs is relinquished without substitution. There will be no setoff against the fees from the sales of the work as an e-book.
- (8) GRIN will inform the author of any changes in the table of fees via e-mail to the e-mail address indicated in the log-in area. The author shall inform GRIN without delay of any changes of the e-mail address, if any. In the event of any change of the terms and conditions for existing distribution channels to the author's disadvantage, the author will have a special right of termination within 4 weeks of the e-mail sending date.
- (9) The author may opt against new distribution channels with deviating terms and conditions for fees. GRIN will inform the author of new distribution channels in a timely manner.
- (10) In addition, the author may opt for making available his/her work as an e-book in the free area of GRIN's website. There will be no remuneration for works retrieved free of cost. GRIN has the right to offer a printer-friendly version additionally. Such printer version may be offered to the users for a fee to cover the costs. The author will not claim any remuneration for this.

- (11) Payment of the fees will be made into the bank account the author indicated in his/her user account with GRIN. The author will inform GRIN of any changes of his/her bank account without delay. Costs for any chargeback of the fee will be at the author's expense.
- (12) If the author opted for value added tax, GRIN will identify the rate of the statutory value added tax separately and pay it additionally.
- (13) The author has the right to have the accounting verified for correctness by a professional committed to secrecy during the usual business hours. If a deviation exceeding 5% to the detriment of the author is found, GRIN will bear the audit fees. The author is not entitled to any additional verification rights.

§ 7 LUMP-SUM FEE

- (1) Alternatively to § 6, the Author may upon request receive a single payment in accordance with the table of fees as applicable at the time of entering into the Agreement (<http://www.grin.com/en/help/author#royalties>) (hereinafter referred to as "Lump-Sum Fee") in exchange for the rights of use granted to GRIN under §2. In that case the Author is not entitled to any further remuneration besides the Lump-Sum Fee.
- (2) The Lump-Sum Fee shall be paid with the regular statement of account following the 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.

§ 8 FREE COPIES AND DEPOSIT COPIES

- (1) GRIN will not deliver to the author any free copies of his/her work.
- (2) The author may, however, purchase copies of his/her work at a discount from GRIN. If the author himself/herself distributes such copies, he/she shall observe the retail price fixed by GRIN.

§ 9 COLLECTING SOCIETIES

- (1) All rights that the author requires for exercising his/her rights with respect to collecting societies and for requesting the amount of royalty payments due to him/her will remain with the author. The author hereby assigns to GRIN any and all rights exercised by collecting societies (e.g. VG Wort (*German collecting society specialising in literary and scientific works*)) to the extent such assignment is required for GRIN to be able in addition to the author to enforce the share in proceeds due to the publishing company under the allocation plan.
- (2) GRIN accepts such assignments.

§ 10 RIGHT OF CANCELLATION, TERM OF THE AGREEMENT

- (1) The author may cancel this Agreement within two weeks of the date of the Agreement in text form (*written notice by any means of communication as defined by German law*). The notice of cancellation is made in due time if delivered per post or e-mail or facsimile to the postal or e-mail address or the facsimile number indicated on GRIN's website within the above period.
- (2) The right of cancellation ceases if GRIN has begun to convert the work into a format adequate for an e-book and/or to prepare the typographic reproduction of the work or any other actions implying the use.
- (3) This Agreement takes effect upon the complete upload of the work defined hereunder or once the author made available the work in any other manner and after the author's express acceptance of the terms and conditions of this Agreement.
- (4) This Agreement shall expire in 5 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. The right to terminate for good cause is not affected by the foregoing. Termination to GRIN shall be made by registered letter delivered to the letterbox (Einwurf-Einschreiben) at the address indicated in the legal publishing information on the website (Impressum). In case of a Lump-Sum Fee payment in accordance with § 7 of this Agreement, the term of this Agreement shall not end. The right to terminate for good cause is not affected thereof.
- (5) If the Agreement is terminated for any cause, whatsoever, GRIN has the right to sell off reproduced copies within 12 months after the effective date of

termination. Remaining stocks, if any, shall be destroyed after such period. The current data stock shall be deleted permanently by the final date of the Agreement. Upon the end of the Agreement the licence agreements made by GRIN will not be affected and GRIN will perform them in accordance with the rules of this Agreement. GRIN is obliged to terminate the licence agreements by the next possible date.

§ 11 FINAL PROVISIONS

- (1) This Agreement is governed by the law of the Federal Republic of Germany on an exclusive basis ruling out the UN Sales Law.
- (2) If any of the provisions of this Agreement should be or become invalid or if there should be any legally unregulated omissions in this Agreement, then the Agreement as such remains in force. The clause objected to shall be replaced by a valid clause reflecting as closely as possible the economic purpose of the initial clause.
- (3) To the extent permitted under § 38 paragraph 2 of the German Civil Procedure Code The parties agree the venue of court and place of jurisdiction to be in Munich.