

# SELF-PUBLISHING CONTRACT (EURO-AREA)



## Contract Preface

Dear authors,

We are pleased to bring GRIN's many years of expertise in academic publishing to the field of self-publishing. Drawing on this experience, we support you in publishing your Work professionally and effectively. We would be delighted to welcome you as part of our new self-publishing service.

Our aim is to provide the best possible service and professional marketing for your Work. We have drafted the publication agreement as clearly and comprehensibly as possible from a legal perspective. Nevertheless, certain legal provisions require specific wording that may not always be immediately intuitive. Should you have any questions, please do not hesitate to contact us by phone at +49 89 550559-0 or by e-mail ([info@grin.com](mailto:info@grin.com)).

Here is an overview of the most important points of the contract:

### Rights and obligations:

- We will publish your Work as an e-book and printed book.
- Publication is subject to a fee and is provided in accordance with our price list and the services selected by you.
- If you wish, you can publish your Work anonymously or pseudonymously.
- You guarantee that no rights of others will be infringed and that you are the author of the Work.

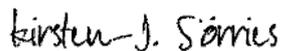
- Your Work will be available to order on the GRIN websites, but also on many other shops and bookstores worldwide. We are constantly expanding our sales network.
- We will offer a free sample of the Work so that readers can get a preview.
- The contract term is two years and is automatically extended for a further two years unless terminated three months before expiry.

**Royalties and payments:**

- We undertake to pay out your royalties at least twice a year. Currently, royalty payments are made on a quarterly basis.
- You will receive your royalties on every sale according to our self-publishing fee table at <https://www.grin.com/en/selfpublishing/authors-fees/>
- You may claim remuneration from VG Wort if the Work is eligible for remuneration under VG Wort's rules. You are entitled to receive the full author's share of any remuneration paid by VG Wort.

Please contact us if you have any questions or suggestions. We continuously strive to improve our services for our authors.

Greetings from Munich, Germany



Kirsten-J. Sörries  
(Managing Director GRIN Publishing GmbH)

# LICENSE AGREEMENT

## § 1 Subject matter of the contract

- (1) The subject matter of this contract is the literary Work submitted by the author and uploaded to the server of GRIN Publishing GmbH (hereinafter referred to as 'GRIN'), including all versions and adaptations (the 'Work').
- (2) GRIN shall provide the publication of the Work as an e-book and in printed form as a book or brochure against remuneration payable by the author. The current prices for GRIN's service packages and any additional services can be viewed on the following website: <https://www.grin.com/en/selfpublishing/>

## § 2 Granting of rights

- (1) The author grants GRIN a simple, non-exclusive, unlimited right as to time and territory to store the Work in electronic databases, to convert it into any data format, to index it for search engines, and to offer the Work to third parties via data networks (including the Internet and mobile networks) for download or streaming, enabling individual e-book copies to be stored on one or more reading devices at locations and times of their choice, as well as to reproduce the Work in the form of printouts.
- (2) The author grants GRIN a simple, non-exclusive, unrestricted right in terms of territory, time and content to reproduce and distribute the Work in printed form, in all editions and formats. This includes, in particular, the right to reproduce and distribute the Work in printed form in all editions and versions, especially as hardcover, paperback, special or luxury editions, Reader's Digest editions, or any other book formats.
- (3) The author grants GRIN a simple, non-exclusive right, unlimited as to time and territory, to reproduce, distribute and make the Work publicly available, in whole or in part, within online and offline databases and multimedia works, and to use the Work in all other forms of use covered by this contract.
- (4) The author grants GRIN the right to edit and adapt the Work, either directly or through third parties, in particular to correct grammatical, spelling and other content-related errors, to prepare the Work as a specialist publication, abstract, application (e.g. iOS, Android, Windows, macOS) or enhanced e-book, and to use the resulting versions of the Work in all forms of use covered by this contract.

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- (5) The author grants GRIN a simple, non-exclusive right, unlimited as to time and territory, to translate the Work into all languages and dialects and to adapt the Work into audiobooks or radio plays, stage productions (including dramatic or musical works), as well as cinematographic or television films or series. GRIN is further entitled to broadcast, publicly perform, reproduce (including on CD, DVD or Blu-ray Disc), distribute, make publicly available, lend and rent the resulting versions, and to exploit all such versions and editions in all forms of use covered by this contract, including by way of merchandising.
- (6) The author grants GRIN a simple, non-exclusive right, unlimited as to time and territory, to reproduce and publish the Work or excerpts thereof, in whole or in part, including by way of pre-publication, post-publication or serial publication, and to use all resulting versions and editions of the Work in all forms of use covered by this contract.
- (7) Furthermore, the author grants GRIN the right to exploit the Work in forms of use that were unknown at the time of conclusion of this contract.
- (8) GRIN is entitled to exercise the contractual rights in the course of its own publishing business as well as through contractually bound distribution partners.

## § 3 Duties of GRIN

- (1) GRIN shall convert the Work into a suitable file format, store it in a database and make it available for individual access, as well as make the Work available to third parties for download or streaming via GRIN's distribution partners
- (2) GRIN shall, at its own discretion, reproduce the Work in printed form either by means of print-on-demand or in print runs as a book or brochure. GRIN shall not be obliged to produce or distribute any minimum print run.
- (3) GRIN undertakes to promote the Work to an appropriate extent within the scope of the contractual exploitation. This includes, in particular, providing reading samples of up to 25% of the entire Work and preparing summaries. The manner and scope of such promotion shall be at GRIN's sole discretion.  
GRIN further undertakes to assign an ISBN to the Work and to dispatch the legally required deposit copies free of charge.
- (4) Where the Work is distributed as an e-book, GRIN shall determine the file formats in which the Work is offered, the distribution channels, the involvement of commercial intermediaries, as well as the recommended retail price and any changes thereto.  
Where the Work is published in printed form, GRIN also decides on the range of possible specifications for the book, the number of copies, the commencement of reproduction, the publication date, the distribution channels and the retail price, including any increases or reductions thereof.
- (5) GRIN shall include the author's name on the title page of the printed and electronic editions of the Work, unless the author instructs GRIN to publish the Work anonymously or under a pseudonym.  
For all other uses of the Work, GRIN shall credit the author in the same manner, provided and to the extent that such attribution can be effected with reasonable technical and/or economic effort.

## § 4 QUALITY OF THE WORK

- (1) The author shall provide the Work in a data format that enables further processing by GRIN for both e-book and print publication (e.g. Word, OpenOffice, LibreOffice or PDF). GRIN shall be entitled to reject the Work without stating reasons if it is submitted in a format unsuitable for further processing.
- (2) Once the author has uploaded the Work or otherwise submitted it to GRIN, the author shall no longer be entitled to make any changes.

## § 5 GUARANTEES OF THE AUTHOR

- (1) The author represents that he or she is at least 18 years of age at the time of entering into this contract.
- (2) The author represents and warrants that he or she is solely entitled to grant the contractual rights in the Work, that no conflicting rights have previously been granted, and that the Work does not infringe any third-party rights (including copyright or personal rights) or violate any applicable laws or regulations.
- (3) The author further represents and warrants that no co-authors other than those expressly named were involved in the creation of the Work and that the Work is not an adaptation of another Work.

Where the Work has been created jointly with co-authors, the author undertakes to cooperate with such co-authors in a collegial manner and to take their legitimate interests into account. In all other respects, the cooperation between the author, any co-authors and GRIN shall be governed by the specifications for the creation of the Work, which form part of this contract.

To the extent that the author has included third-party works (e.g. photographs, drawings, graphics, tables or text excerpts) in the Work, or where the Work constitutes a collection of such third-party works, the author represents and warrants that such use is either permitted under the statutory limitations of German copyright law (in particular Sections 44a et seq. of the German Copyright Act (UrhG)) or that the author has acquired the necessary rights from the respective rights holders to the extent required under this contract. Upon request, the author shall promptly provide GRIN with appropriate evidence (e.g. licence agreements).

- (4) The author further represents and warrants that the Work does not contain any disparaging, defamatory or otherwise unlawful content and does not include any false or misleading statements or claims.

The author further represents and warrants that the Work does not discriminate against any individual or group due to their religion, political opinion, ethnic origin, gender identity or any other protected characteristic.

The author further represents and warrants that all information provided by the author in connection with the Work is true, complete and accurate.

- (5) Where the nature of the Work breaches or is inconsistent with any of the representations or warranties set out in Section 5 of this agreement, GRIN shall be entitled to discontinue the exploitation of the Work without prior notice. GRIN shall further be entitled to claim damages for any breach of this agreement, without prejudice to any other rights or remedies.

## § 6 REMUNERATION, ACCOUNTING

- (1) The author receives a fee in accordance with the fee table valid at the time of conclusion of the contract (<https://www.grin.com/en/selfpublishing/authors-fees/>)
- (2) If GRIN exploits the Work in a manner for which no remuneration has yet been agreed by the parties to this contract, the author shall be entitled to appropriate remuneration. GRIN may determine such remuneration at its reasonable discretion. The author shall be entitled to have the appropriateness of such remuneration reviewed by the competent courts in accordance with Sections 315 et seq. of the German Civil Code (BGB) and Section 32 of the German Copyright Act (UrhG).
- (3) Royalties shall be accounted for and paid twice annually, as of 30 June and 31 December of each year, within three months following the respective reporting date. Each royalty statement shall set out the number of copies sold and the royalties payable to the author.
- Royalties for printed books shall be accounted for and shall become due only once the applicable right of return has expired. Payment of such royalties shall be due within one month after settlement.
- (4) Where the author has provided bank account details outside the euro area, amounts of less than EUR 50 shall remain credited to the author's account and shall be paid out only once the amount exceeds EUR 50, as part of the next regular royalty payment.
- (5) GRIN shall not be required to keep records of or provide information on copies that are not subject to royalties and are distributed free of charge, including mandatory deposit copies, review copies, examination copies, complimentary or introductory

copies, promotional copies for the advertising of the Work or the publisher, as well as author copies.

- (6) GRIN shall notify the author of any changes to the royalty table by e-mail to the e-mail address specified in the author's user account. The author shall notify GRIN without undue delay of any changes to such e-mail address.

In the event of any change to the terms of existing sales channels to the detriment of the author, the author shall have a special right to terminate this contract within four (4) weeks from the date the notification e-mail is sent.

- (7) The author may elect to make the Work available as an e-book free of charge on the GRIN platforms. No royalties shall be payable for Works accessed free of charge.

GRIN shall be entitled to offer an additional print-friendly version of the Work. Such print version may be offered to users against payment. The author hereby waives any claim to remuneration in respect of such print version.

- (8) For all authors within the SEPA area (Single Euro Payments Area), royalties shall be paid to the bank account specified in the author's user account. For all other authors, payment shall be made via PayPal.

Authors may alternatively designate a U.S. bank account; in such case, Section 6(4) shall apply. No other payment methods shall be permitted.

- (9) Where the author is resident in Germany and has exercised the option to charge value added tax (VAT) in accordance with applicable German tax law, GRIN shall separately state the applicable statutory VAT rate and pay the corresponding VAT amount in addition to the royalties.

- (10) The author shall be entitled to have the accuracy of the royalty statement audited during normal business hours by a person bound by professional confidentiality. If the audit reveals a deviation of more than five percent (5%) to the detriment of the author, GRIN shall bear the costs of the audit. No further audit or inspection rights shall be granted to the author.

## § 7 Complimentary Copies and Author Copies

- (1) The author shall receive one complimentary digital copy of the Work. Unless complimentary printed copies are included in the package selected by the author, GRIN shall not provide any free printed copies of the Work.

- (2) The author may purchase copies of the Work from GRIN at a discounted price. Where the author distributes such copies independently, the author shall comply with the retail price set by GRIN.

## § 8 COLLECTING SOCIETIES

- (3) All rights required by the author to exercise his or her rights vis-à-vis collecting societies and to claim the royalties to which the author is entitled shall remain with the author. The author hereby assigns to GRIN all rights administered by collecting societies (e.g. VG Wort) to the extent necessary to enable GRIN, in addition to the author, to assert the publisher's share of the income in accordance with the applicable distribution rules.
- (4) GRIN accepts such assignments.

## § 9 RIGHT OF CANCELLATION, TERM OF THE AGREEMENT

- (1) The author may withdraw from this contract within two weeks of the conclusion of the contract by giving notice in writing (e.g. by e-mail). The notice of withdrawal shall be deemed timely if it is sent within the withdrawal period by post or e-mail to the postal or e-mail address stated in the imprint of the GRIN Publishing GmbH website.
- (2) This contract shall commence upon the complete upload or other submission of the Work and the author's express acceptance of these terms and conditions.
- (3) The contract shall have a minimum term of two (2) years. Thereafter, it shall automatically renew for successive periods of two (2) years unless terminated by either party with three (3) months' notice prior to the expiry of the respective term. The right of either party to terminate this contract for good cause shall remain unaffected. Any termination of this contract must be made in writing, either by e-mail to [info@grin.com](mailto:info@grin.com) or by post to the publisher's address stated in the imprint.
- (4) Upon termination of this contract for any reason, GRIN shall be entitled to sell off any remaining stock of reproduced copies within twelve (12) months from the effective date of termination. Any remaining stock shall thereafter be destroyed.

Upon expiry of the sell-off period, all digital files of the Work stored in GRIN's databases shall be permanently deleted.

## § 10 FINAL PROVISIONS

- (1) This contract shall be governed by and construed in accordance with the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- (2) If any provision of this contract is or becomes invalid or unenforceable, or if this contract contains a gap, the validity of the remaining provisions shall not be affected.  
The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that comes closest to the economic intent of the original provision.
- (3) To the extent permitted under Section 38(2) of the German Code of Civil Procedure, the parties agree that Munich shall be the place of performance and the exclusive place of jurisdiction.