

## **Author Contract**

**DIPF | Leibniz Institute for Research and Information in Education,**

**represented by Professor Dr. Kai Maaz, Executive Director,  
Rostocker Straße 6, D-60323 Frankfurt am Main  
- in the following: DIPF -**

### **Preamble**

(1) DIPF is an institution for educational research and educational information. It supports the claim for free, comprehensive access to quality-assured findings from publically financed research, pursuant to the principle of Open Access as postulated in the Berlin Declaration. Therefore, DIPF adheres to a principle the Leibniz Association officially supports, as demonstrated by its signature to the Open Access Declaration. By setting up a scholarly repository, DIPF creates an organisational framework and technical infrastructure for making available publications from educational science and educational research pursuant to Open Access principles and their long-term availability by means of long-term archiving. This applies to first-time Open Access publishing as well as to publications that are published in Open Access format in parallel or at a later stage (second publication) according to § 38 par. 4 UrhG.

### **§ 1 Subject, application and conclusion of the agreement**

(1) Subject of this contract is the work registered by the author, pursuant to par. 5.  
- in the following: work.

(2) DIPF stores the author's work on a computer that is part of the DIPF server structure, as an electronic publication, allowing for open access via the internet.

(3) Pursuant to this contract, an author is the person authorising a publication, as stated in § 1, as well as the person delivering the work.

(4) The author assures that the work itself, as well as texts and/or images originating from third parties it may contain, do not violate any third party's rights, particularly as regards intellectual property rights or personal rights. She or he also assures that she/he is legally capable of conducting the procedures outlined in this contract with respect to intellectual property/copyright legislation. In the case of second publications pursuant to § 38 par. 4 UrhG, a work is published on the basis of the accepted manuscript version. The above stated stipulations are also applicable to works published by more than one author.

(5) This author contract is the exclusive agreement between DIPF and the author.

(6) The author registers her/his work online with DIPF, DIPF confirms this registration by e-mail, attaching a copy of this contract. The contract is agreed by the author's reply to the e-mail.

## **§ 2 Concession of rights**

(1) For the purpose of fulfilling the objectives stated in the first paragraph of the preamble, the author grants DIPF simple rights of use for the delivered work and its description, unlimited in time and space, pursuant to § 2 par. 1 c) and d).

In particular, this includes the right to

a) copy this work, in its own right, as part of a collective work or as part of a database onto storage media and internal DIPF servers, to save the work and provide for its open access;

b) convert the work into other formats if the contractual purpose and/or technical developments require this, also in cases where the layout of the work needs to be altered. Pursuant to regulations stated in § 4 par. 2 and par 3, DIPF will retain the contents of a work;

c) to use the publication for information scientific research and deliver the publication to external parties for this purpose, and use it for text and data mining, including but not limited to the creation of full text indices;

d) deliver the work to the German National Library for long term archiving in order to fulfil contracted purposes;

e) for hosting reasons, to furthermore deliver the work to the Research Library for the History of Education (Berlin));

f) render the work available to users on demand, either in printed form or as download in pdf format exclusively for their own, non-commercial use.

(2) The concession of legal rights stated in par. 1 is not financially compensated.

(3) Rights are granted for all known types of use, as well as for all types of use that are yet unknown. Subsequent to receiving information from DIPF about the integration of a new type of use, the author is given three months' time to revoke her or his consent.

## **§ 3 Provisions of the author**

(1) Unless otherwise agreed, the author submits the work to DIPF in a format that is independent from hardware or software requirements (e.g. pdf).

(2) Irrespective of the format regulations specified in par. 1 the author assures that the contracted work is delivered without any technical safety measures.

(3) In the case of second publication, the author will inform DIPF about the source and date of the first publication unless evident from the manuscript.

## **§ 4 Provisions of DIPF**

(1) Pursuant to its conditions of use, DIPF renders the contracted work openly accessible via the pedocs webserver. As a rule, the document will be available 24 hours a day unless DIPF conducts maintenance work, subject to timely announcement.

(2) DIPF ensures the technical operations relevant to the provisions outlined in par. 1. DIPF further provides for the searchability of the pertinent work. To this end, DIPF will index bibliographical and content data of the work, according to appropriate standards. In addition, each work receives a flyleaf for documentation purposes. This flyleaf contains, for instance, crucial bibliographic data, if necessary information regarding the date and source of a first publication, and information pertinent to copyright legislation.

(3) Works that other than stated in the fundamental regulations in § 3 par. 1, are made available to DIPF in printed form, will be digitised by means of scanning and OCR software. The author is informed that dependent from the quality of a master print document, these digitised works may contain errors.

(4) DIPF assures that the works will be made accessible pursuant to par. 1 by applying internal backup procedures.

(5) DIPF is permitted to commission third parties as to fulfilling the above described tasks or to fulfil these provisions, as a whole or in part, by transfer according to § 2 par. 1c).

(6) DIPF registers the work with METIS, a counting system offered by VG-Wort. Once the publication reaches the threshold value of accessing numbers that is annually determined by VG-Wort, the author is entitled to her/his royalties. In such a case, the author will immediately be informed by pedocs. She or he will thus be able to claim the royalties from VG-Wort. Copyright owners are only entitled to royalties in as far as they are individual persons. Corporate bodies as copyright holders are excluded from royalties.

## **§ 5 Scholarly reservations**

(1) DIPF reserves its right to check the scholarly quality of a contracted work, pursuant to its [mission principles](#).

(2) If by an assessment of the work according to par. 1 DIPF is convinced that the work does not fulfil the scholarly requirements, it reserves its right to refuse the publication according to § 4 par. 1. DIPF will inform the author about this refusal in written form, thereby resigning from the contract.

(3) In cases of par. 2, DIPF will delete works that have been submitted in electronic form, and return printed works to the author.

## **§ 6 Obligatory delivery**

(1) DIPF takes on the author's obligatory delivery of the work to the German National Library.

(2) If a work has already been published, in whatever form, a renewed publication for the purpose of fulfilling this contract does not affect the obligation to deliver a copy to the German National Library by the author, first publisher or provider hosting the first publication.

## **§ 7 Third party claims**

- (1) The contracting parties will inform each other immediately if third parties claim rights of their own to a contracted publication against either of the contracting parties.
- (2) In cases of par. 1, the author will submit all of the information and documentation to DIPF that is required to pursue the claim if DIPF is directly held liable by third parties.
- (3) In cases of par. 1 and 2, DIPF has a right to block a publication for measures pursuant to § 4 par. 1 until a court decision has become effective in favour of the author and/or DIPF. A work will remain excluded from further availability if a decision rules against the author and/or DIPF.
- (4) DIPF will not finance expenses caused by third party claims to the author. The author discharges DIPF from any such costs, particularly regarding legal defence. This holds irrespective of the nature of individual legal claims, but in particular for copyright claims, as well as claims relating to trademarks, data protection, and personal rights of third parties.

## **§ 8 Guarantee and liability**

- (1) DIPF is liable for provisions of a work pursuant to measures specified in § 4 of this contract. In cases of § 4 par. 3 DIPF holds responsible for faults in digitised objects only in as far as these faults are caused by selecting inappropriate software. DIPF cannot guarantee for a faultless digitisation as the results also depend on the quality of a master document.
- (2) DIPF is not responsible for disruptions in the delivery and faulty data transfers that are caused by the telecommunications infrastructure that is provided by third parties.
- (3) The parties are not mutually held liable in cases of slight neglect insofar as they do not violate a crucial contract commitment (examples are the author's obligations pursuant to § 3 par. 1 or § 1 par. 3, DIPF obligations pursuant to § 4 par. 1). This liability is limited to the financial and material damages that are predictable and common to the subject of the contract.
- (4) The limited liability pursuant to par. 3 does not apply in cases of deliberate violation or negligence, or in cases of harm done to life, body or health caused by the contracting partners, their legal representatives or auxiliary persons.

## **§ 9 Data protection**

The author is informed that DIPF processes and stores personal data in as far as such a measure is required for fulfilling the contract. Personal data will only be forwarded to third parties if this is necessary, pursuant to § 2 par. 1 c) if a legal obligation exists, or if the author has given her/his legal consent.

## **§ 10 Written form**

(1) Alterations, amendments and the annulment of this contract, as well as waiving the requirement of written form, must be agreed in written form.

(2) All of the declarations mentioned in this contract or that result from this contract can only become effective in written form. This is fulfilled by means of telefax or e-mail.

### **§ 11 Conclusion**

If some of the regulations outlined in this contract are or become ineffective or unfeasible, this bears no consequence as to the effectiveness of the other regulations.