

German National Library of Medicine (ZB MED)
Information Centre for Life Sciences
Theses and Dissertations
Gleueler Strasse 60

50931 Cologne
Germany

German National Library of
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Please note: this English translation is for information only. The official version of the contract for all formal or legal purposes is the original German version

Publication Agreement for the Submission of Electronic Postdoctoral ("Habilitation") Theses Completed at the Medical Faculty of the University of Cologne

between

Ms Mr

.....
.....

and

German National Library of Medicine (ZB MED) – Information Centre for Life
Sciences
(hereinafter referred to as ZB MED)

§ 1 Subject of this Agreement

The subject of this Agreement is the postdoctoral thesis ("Work") by the Author entitled:

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The Author hereby affirms that he/she is the sole owner of the copyright to his/her Work and that he/she has not conceded any rights or licences to publish this Work and its metadata that conflict with the rights granted under this Agreement. This also applies to texts, images and any other submissions supplied by the Author to which he/she holds the copyright. In the event that he/she offers ZB MED any texts, images or other submissions to which the above does not apply, he/she shall obtain the copyright/printing rights and append to the Agreement a written confirmation of having obtained these rights. He/she shall immediately notify ZB MED in writing of this and any other legally relevant fact of which he/she is or should be aware. In the case of works of joint authorship, the Author hereby affirms that the co-authors have granted him/her the sole right to approve the publication and exploitation of the Work. Should the Author subsequently become aware of any legal impediments that conflict with the performance of this Agreement, he/she shall immediately notify ZB MED.

§ 2 Publishable works

Publishable works are postdoctoral theses that have been declared to be ready for publication by the Dean of the Medical Faculty of the University of Cologne.

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1. ZB MED hereby undertakes to store the Work and disseminate it via international data networks within the scope of its technical and organisational capabilities.
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4. ZB MED shall ensure that the Work is incorporated in local, regional and national catalogues.
5. ZB MED shall fulfil the requirements regarding legal deposit of the Work in digital format with the German National Library (DNB in its German abbreviation) in Frankfurt am Main and Leipzig, to the extent this is prescribed by law.
6. ZB MED undertakes to make appropriate reference to the fact that the Author holds the copyright to the Work.

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5. The Author retains the right to dispose of his/her Work in other ways as long as this does not entail any restriction on the rights granted to ZB MED under this Agreement.
6. To enable academic citation of the Work, no changes whatsoever shall be made to the publication once it has been published, except for the changes in format stipulated in § 3 (2).

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The Author shall provide the full text to ZB MED in a publishable format as a PDF or PDF/A file, either on a data medium (CD-ROM, USB stick) or by email.

§ 6 Detailed requirements and conditions

1. The Author of the Work hereby affirms that the digital and printed versions of the postdoctoral thesis are identical in both their form and content. If the postdoctoral thesis was funded by third-party grants or printing allowances, the Author must submit a declaration from the sponsor and/or subsidy provider giving their consent for electronic publication by the ZB MED.
2. The Work shall be published once the ZB MED has received the digital version of the postdoctoral thesis and checked the Publication Agreement. Confirmation will also be sent to the Dean's Office of the University of Cologne's Medical Faculty.

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1. The Author hereby indemnifies ZB MED from any claims for damages for which he/she is responsible due to infringements of copyright, exploitation rights or any other third-party rights. This indemnity shall continue to apply even after termination of this Agreement. This duty of indemnification shall not arise if ZB MED has altered the submitted Work in a manner prohibited under this Agreement.
2. The Author is responsible for the contents of his/her published Work.

3. ZB MED cannot accept any liability for disruptions or faults in data networks or any changes that data may undergo during data transmission.

§ 8 Contract term, termination

1. The Agreement is concluded for an indefinite period. The right to terminate the Agreement giving statutory notice is hereby excluded, though the right to terminate the Agreement prematurely without notice for a compelling reason remains unaffected.
2. Documents shall only be **deleted in exceptional cases** upon submission to ZB MED of a request from the Dean's Office of the University of Cologne's Medical Faculty.

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§ 9 Miscellaneous

1. The Agreement is hereby concluded for an indefinite period. Any successor in title shall take on the respective rights and obligations of the parties concerned. Should one of the parties to this Agreement change, the other party shall have the right to terminate this Agreement with immediate effect.
2. If any provisions set out in this Agreement are held to be invalid or unenforceable in whole or in part, or if changes in legislation subsequent to the conclusion of this Agreement cause such provisions to become invalid or unenforceable, the validity of other provisions and of the Agreement as a whole shall not be affected.

Further information on the Author:

(Your address, e-mail address and phone number are required in case we have any queries.)

Address:	
Phone:	
E-mail address:	
Place and year of birth:	
University:	
Faculty/institute:	
Year in which 'Habilitation' qualification completed:	

Author:

.....

Title:

.....

.....

I hereby affirm that the digital and printed versions of the postdoctoral thesis are identical in both form and content.

.....
Place, date Author’s signature

The University of Cologne’s Medical Faculty hereby consents to the publication of the aforementioned electronic Work by the German National Library of Medicine (ZB MED) – Information Centre for Life Sciences.

Cologne,
.....
Place, date Signature Stamp

German National Library of Medicine (ZB MED) – Information Centre for Life Sciences
p.p.

Cologne, (date)
.....Signature
Stamp