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Publication Agreement

between
Mr/Ms
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 Work by the Author entitled:

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. Should he/she offer ZB MED any texts, images or other submissions to which the above does not apply or for which the above is uncertain, 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 decide upon and 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 Services and obligations of ZB MED

- ZB MED hereby undertakes to store the Work and disseminate it via international data networks within the scope of its technical and organisational capabilities.
- 2. ZB MED shall maintain the integrity of the data in the event that any data migration is required. Based on the state of the art, however, it is not currently possible to guarantee that the original page breaks will be maintained.
- 3. Within the scope of its technical capabilities, ZB MED shall take the necessary measures to ensure that the integrity of the content of the published Work is maintained in international data traffic.
- 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.

§ 3 Granting and clarification of rights

- The Author grants ZB MED the non-exclusive right to reproduce and store
 the submitted electronic Work and the metadata of the Work on its own
 servers and to make them publicly available via international data
 networks.
- 2. ZB MED is entitled to forward the Work and metadata to third parties for the purpose of performing this Agreement as long as it maintains the integrity of the content of the Work and metadata. Examples of such third



parties are digital preservation systems and the German National Library in Frankfurt am Main and Leipzig as part of maintaining the national published archive. The German National Library has the same entitlement as ZB MED to permanently store and disseminate the Work in accordance with its functions prescribed by statutory or administrative provisions.

- 3. ZB MED is entitled to produce a printed version of the Work at its own cost and to permanently archive this version in its holdings.
- 4. The Author hereby assigns ZB MED the right to migrate the data of his/her Work into other data formats should this become necessary due to technical developments and if this is the only way of continuing to safeguard the rights granted to ZB MED in paragraph 1. This right may be delegated to the institution stipulated in paragraph 2.
- 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. ZB MED is not entitled to commercially exploit the Work.
- 7. Since the library is not pursuing any commercial or economic interest by publishing the Work, the Author shall receive no remuneration from ZB MED.
- 8. 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 (4). However, the Author may, in agreement with ZB MED, incorporate notes and annotations to his/her Work in the document description domain (metadata) provided that these are important for classifying the Work in the academic context. Examples include references to a revised, new edition and errata.

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- 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.



§ 5 Contract term, termination

- 1. The Agreement is concluded for an indefinite period.
- 2. Documents shall only be deleted in exceptional cases upon submission of a request to ZB MED. Only the PDF full text shall be deleted the corresponding set of metadata shall be preserved. ZB MED shall only delete the Work on its server and shall submit a corresponding request for deletion to the German National Library. Due to the previous dissemination of the document on the Internet, it is not possible to delete any versions that have already been downloaded and disseminated.
 No subsequent changes or corrections can be made to texts that have already been published. Modified documents shall be regarded as new publications and must be incorporated on that basis. This guarantees the authenticity of the documents, making them comparable to printed publications.

§ 6 Miscellaneous

- 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.



Author:		
Place, Date	Signature	
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for Life Sciences		
p.p.		
Cologne,		
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Place, Date	Signature	