



**Author's Contract**  
**Version December 1<sup>st</sup>, 2017**

between

**Anchor Academic Publishing, Imprint of Diplomica Verlag GmbH, Hermannstal 119 k,  
22119 Hamburg, Germany (hereinafter referred to as 'publisher')**

and

Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

Email \_\_\_\_\_

Phone (landline): \_\_\_\_\_

Cell Phone: \_\_\_\_\_

(hereinafter referred to as 'author')

the following contract will be concluded:

**§ 1. Subject matter of contract**

**1.1** The author commits himself (for reasons of brevity the author of the work in this contract will be referred to in the male form which explicitly applies to both male and female authors) to hand in the already written *and fully completed* manuscript (hereinafter referred to as 'work') for publishing. This work is a bachelor thesis, master thesis, diploma thesis, master thesis, state examination thesis, dissertation, or any other comparable university paper with the title/ draft title:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Number of pages (including table of contents, etc.): \_\_\_\_\_ Grade: \_\_\_\_\_

Type of thesis/text:  bachelor thesis  master thesis  diploma thesis  state examination thesis  
 term paper  dissertation  state doctorate  Other: \_\_\_\_\_

**1.2** The final title of the work will be set by the publisher in cooperation with the author and under protection of the author's personal rights. In case of differences of opinion the publisher has the right to make the final decision.

**§ 2. Delivery**

The author commits himself to hand in the complete manuscript ready for duplication (as Word document or PDF document) on data carrier (e.g. CD, DVD, USB-stick) or as an e-mail-attachment to [info@anchor-publishing.com](mailto:info@anchor-publishing.com) four weeks at the latest after signing and sending of his author's contract. The author ensures that he retains a version which is electronically stored *and also a hard copy* of the manuscript.

**§ 3. Assignment of rights**

**3.1** Upon conclusion of the contract the author assigns to the publisher for the duration of the legal copyright protection period, including any possibly arising extensions of the protection period, the exclusive and unrestricted rights of usage, both temporal and in form and content for all known and unknown modes of usage. The assignment of rights extends to the exploitation of rights of usage not only in its own publishing house but also via remunerated or non-remunerated (also partial) assignment of rights to third parties as well as to all editions and print-runs and in all languages, in particular to the following rights:

**3.1.1** the right to the entire or partial advance print and reprint of the work, also as a continuation print in its own or third party periodical (e.g. newspapers, magazines etc.) as well as non-periodical printed works even if (for instance for advertising purposes) no remuneration is obtained, as well as in collections of works of various copyright holders and for the inclusion of the work (wholly or in excerpts) in anthologies;



**3.1.2** the right to translation of the work into other languages and for transmission of the work into other idioms/dialects and exploitation of these versions according to all of the modes of usage which are subject of the contract, including Braille;

**3.1.3** the right to duplication and distribution of the work in hard cover, pocket book, e-book, reprint, school edition, book club, Reader's Digest, Weltbild-Reader, luxury edition, paperback, large-print, micro copy, loose-leaf, books-on-demand and other book editions as well as the right to include the work or parts of it in archives and collections of all kinds;

**3.1.4** the right to duplication and distribution of the work in other miscellaneous special editions, hence in all forms of book for all print-runs and as special editions for forms outside of the retail book trade (ancillary markets) etc.;

**3.1.5** the right to revise the work or to let it be revised;

**3.1.6** the right of reproduction and sale of editions of the work or parts of it that are produced by using digital storage media and reproduction media, regardless of the technical features, and including all digital and interactive systems (e.g. CD-Rom, CD-I, e-book and other forms of electronic publishing);

**3.1.7** the right, either wholly or in part, to feed in and save the work in the context of all modes of usage which are subject of the contract, i.e. in electronic databanks, electronic data networks, telephone services, hotlines, etc. and to make the work publicly accessible to a large number of users by means of digital or other kinds of memory and transmission technology, available upon call for reproduction or for print-out, e.g. push-and-pull technology and/or to transmit, for example, for the purpose of reception by means of a television set, computer, mobile phone and/or other similarly mobile appliance (including e-readers, etc.) to include also all modes of transmission (cable, radio, microwave, satellite) and all processes (GSM, UMTS, etc.) as well as all protocols (e.g. TCP/IP, http, WAP, HTML, XML etc.), including all forms of e-book. Also included is the right, within the context of the modes of usage mentioned in this contract, to make possible for the user an interactive usage of the work or of parts of it (possibly in association with other works);

**3.1.8** the right of further reproduction and sale of the work, wholly or in parts, e.g. in calendars, especially also by means of digital, photomechanical or similar processes (e.g. (digital) photocopy);

**3.1.9** the right to present the work, including the right to present it in a non-stagy way as frequently as the publisher sees fit, including the right to record the presentation on any visual, audio, audiovisual or data media and to use or exploit them for all modes of usage which are subject of the contract (e.g. as audiobook);

**3.1.10** the right to publish the work in all physical modes of usage which are subject of the contract, to lend it, whether commercially or non-commercially, and/or to rent it out;

**3.1.11** the right to broadcast the work in public with the help of the radio, including wired radio, cable or satellite radio and similar broadcasting technologies, digital as well as analogical, on broadcasting stations under public law as well as on broadcasting stations under private law, including pay-TV, videotext, on-demand services, near-on-demand services and similar techniques, or use the work in other ways in the context of the contract;

**3.1.12** the right to reproduce the work in visual, audiovisual or other data media, no matter which recording or broadcasting technique will be used, and to sale them via retail trade, special trade, direct mail selling, Home-Order-TV, club organisations or other forms of trade, as well as to lend them commercially or non-commercially and also to make the data media perceivable through public report and use them in other ways in the context of the contract;

**3.1.13** the right to use the work, against remuneration or without remuneration, within the scope of the rights assigned, in all forms of usage which are subject of the contract, also in the internet, for advertising for the publisher and/or for third parties, including for its/their products, *including the right to feed the work into its own databanks or those of third parties (e.g. Amazon or Google)* and to make them publicly accessible, whether in whole or in part, for advertising purposes, against payment or free of charge;

**3.1.14** the right to archive the work alone or in the context of other works and types of use physically or non-physically, to register it in collections and/or databases and allow a third party to have access to the work in any way (e.g. online services);

**3.1.15** the adaptation and exploitation rights resulting from the broadcast of the work in all modes of usage which are subject of the contract via radio including wired radio, cable and satellite radio and similar transmission techniques as well as on audiobook;



**3.1.16** the right to set the work to music;

**3.1.17** the unrestricted exploitation rights for all modes of usage including re-recording and playback resulting from the transmission/broadcast of any image-/sound carriers or via transmission of loudspeaker or any other way of broadcast;

**3.1.18** all other rights administered by collection societies (e.g. VG Wort) as per their articles of memorandum, their administration agreement and distribution plan insofar as an assignment of these rights is legally permissible according to the corresponding stipulations. The author furthermore assigns to the publisher the legal remuneration claims as per §§ 44a ff. UrhG (copyright law) insofar as the publisher is about to have them administered by a collection society, which administers the rights of publishers and copyright owners together (§ 63a paragraph 2 UrhG). The publisher accepts the assignments.

**3.2** Furthermore, the author transfers the unlimited and exclusive rights in terms of location, time and content for all unknown types of use at the time of the contract to the publisher. The transfer of rights includes the exploitation of rights of use by the publisher's own publishing house as well as by transfer of rights to a third party, gratuitously or for a consideration (even partly).

**3.3** The publisher can assign, partly or in their entirety, to third parties the rights granted in this contract without it being necessary to obtain the consent of the author to do this. The decision on the issue of licences (nature and scope, terms etc.) to third parties, including companies associated with the publisher, is at the discretion of the publisher.

**3.4** The publisher's right to transfer the rights of use to a third party ends with the termination of this contract. Any licensing agreements already existing at the point of termination of the contract are not influenced by this.

**3.5** If the publisher does not exercise some of the rights the author will have the right to call back several rights according to the rules in § 41 UrhG after five years.

#### **§ 4. Cost of Publication**

The publisher will charge a publication fee (for production, layout, sales and distribution, etc.) of 500,00 Euro (five hundred Euro) from the author. The publisher will send the invoice to the author via email before production and distribution of the work. The publisher will start production and publication of the work only after payment has been effected by the author and after the invoice amount of 500,00 Euro has been deposited at the bank account of the publisher.

#### **§ 5. Rights and obligations of the Publisher**

**5.1** The publisher is obligated to the duplication and distribution of a book edition of the work in the sense of clause 3.1.3. but not, however, to the other rights granted under this contract. The size of print-run of an edition depends on the market demand. As a rule, the work will be printed on demand or in small print-runs. Reprints of parts of the work or new editions of the work can be carried out at the publisher's discretion. If the publisher considers printing of another edition to be unprofitable, the publisher may give the publishing rights back to the author.

**5.2** In case of publication of a printed book the publisher has the sole right to decide on the title, layout, design, equipment, book cover, size of print-run, publisher's imprint, date of publication and date of delivery. Promotional measures will be decided upon at the discretion of the publisher taking into account the purpose of this contract as well as prevailing practice amongst commercial book publishers for editions of this kind. All parties of this contract agree that the publisher holds the sole right to decide upon and to use the title of the work. The right of the publisher to decide upon the retail price includes the later increase or discounting of the retail price.

**5.3** In case the work is published only electronically as an e-book, the publisher has the sole right to decide on file formats in which the work is offered including layout, sales channels, participation of sales partners, date of publication, date of delivery and the right to set the retail price including later increases or discounting of the retail price.

**5.4** The publisher will – after payment of 500,00 Euro has been effected by the author – start production and distribution of the book. This includes the visual design of the book, the production of the master copy/printing template, the assignment of an ISBN and delivery of obligatory copies. The publisher may register the work with the VLB (Collecting society - directory of available books).



**5.5** The author may include an author's profile with personal information to his work for marketing purposes. The author's profile will be part of the work and will be included in each copy sold. Thus, search engines on the internet within the framework of 'full indexation' can access the data of the author's profile.

**5.6** The publishing house sends the obligatory deliveries to the German National Library in Frankfurt am Main and the State Library in Hamburg.

### **§ 6. Copyright or other rights of a third party**

**6.1** The author is obliged to check his work for any company information, interviews, testing results, surveys or the like published in his work that were not published in relevance so far. In case these data have not been published yet the author will obtain the corresponding permission from the respective copyright-holders. If applicable, this also applies for all interviews held by the author. Permissions via e-mail are sufficient (please forward these to the publisher). The author will check if all his statements about organisations and firms and/or about their products are provable and have been verified.

**6.2** The author guarantees the correct citation in his work of all (also changed) passages, illustrations, charts etc. from other works literally or in substance. The author knows that citation from other works is only permitted when it is demanded by the work, e.g. when a statement needs proof. Longer passages, illustrations, charts etc. that the author has taken from other works are only acceptable in academic works, and under the condition that the author actually deals with the subject in his own work. Passages, illustrations, charts etc. that are exclusively used for illustration purposes are in terms of copyright not accepted. This also applies to all attachments to the text. If the author has any doubts he will remove the corresponding parts of the text or will integrate them into this work according to the conditions of this contract.

### **§ 7. Guarantee, liability**

**7.1** The author guarantees that his work and its publication, including all images and text material, does not infringe upon the copyright of third parties. The author further ensures that he is solely entitled to dispose of his work in accordance with this author's contract and that his work does not contain any data/material of third-party copyright holders and that he has not made any other agreements as to the rights which run contrary to this contract.

**7.2** In this respect the author releases the publisher fully of all claims of third parties, including the full extent of costs of legal defence and/or legal pursuit. This also applies to defects of the work that the author may be responsible for.

**7.3** Furthermore, the author guarantees that he holds the exploitation rights of his work and that these rights have not been transferred to any other legal or judicial person. The full text server of scientific libraries is excluded from the non-exclusive transfer of these exploitation rights. The author also guarantees that publication of his work does not conflict with any academic examination regulations or any other regulations. If the author wrote his work in cooperation with or within an organisation (e.g. as an intern, in companies, associations, institutions or the like), he has to guarantee that he alone holds permission to publish his work and is alone entitled to its commercial exploitation. In case of an unauthorised publication, the author is solely liable.

**7.4** In terms of copyright law the publisher depends on the author's information. In case the work infringes upon any rights, especially the copyright of third parties due to the failure to inform, the author is solely liable.

**7.5** The publisher is not responsible for the published contents and is not liable for the consequences that may arise through the publishing of illegal contents.

### **§ 8. Type-setting, proof-reading**

The first proof-reading of the work is undertaken by the publisher, a typesetting office, or a printing house. The publisher is obliged to send galley proofs to the author as a PDF document in an email-attachment. The author is obliged to immediately proof-read the galley proofs free of charge and has to provide it with the note „ready to print“ (release note). With this note any changes/alterations to the work will be also approved. If the publisher does not receive the release note, i.e. a go-ahead for printing within a fortnight, the go-ahead to print is deemed to have been issued by the author.



## **§ 9. Remuneration, accounting**

For all performances in the context of this contract as well as for the compensation of all granted rights according to clause 3. of this contract, the author receives the following remuneration:

**9.1** for the revenue of the publisher's own exploitation, calculated on the net retail price (=retail price minus value added tax, minus any retail discounts, e.g. bookseller's discount) for each copy of the book sold, paid for and not returned; as well as for revenue resulting from exploitation rights exercised by third parties (licence) in the amount of 10%. Payment of royalties will be carried out each year on the first of April after the cut-off day notification (by booksellers and book wholesaler's) of the number of copies sold and not returned has expired.

**9.2** If the publisher himself exploits the rights assigned in clause 3.2. of this contract (modes of usage unknown at the point in time of conclusion of the contract) or via third parties (licence) the author receives an appropriate remuneration on which the contracting parties will reach an understanding at such time as the publisher may be intending to exercise such usage. In cases of doubt the publisher is entitled to decide upon the remuneration at his own discretion. The author is entitled to have the corresponding exercise of discretion (§§ 315 ff. BGB) checked, within 12 months as from the decision on payment by the competent Regional Court.

**9.3** Obligatory, test, advertising, party and discussion copies are exempt of royalties. Insofar as the author proves that he is VAT-registered the publisher will then pay the statutory amount of value added tax in addition to the royalties.

**9.4** Upon request from the author the publisher is obligated, once a year, to permit an auditor, tax consultant or sworn-in publishing expert to have access to the books and documents necessary for the purpose of checking the royalties/payment settlements. The costs for this will be borne by the publisher if the settlements prove to be more than 5% to the detriment of the author. Otherwise the costs of the audit will be borne by the author.

**9.5** With payment of royalties and fees according to clause 9.2 all financial claims on the part of the author arising from the contractual relationship vis-à-vis the publisher, including all those arising from exploitation of the rights granted in this contract are settled. This is also valid for the reimbursement of expenses such as travelling expenses unless a separate written agreement has been concluded.

**9.6.** In case the author chooses the option "One-time payment of 10 Euro" all contractual rights are settled with the one-time payment of 10 Euro to the author and no further royalties are being paid.

**9.7** The royalty will be paid from a sum beginning at 25,00 Euro (twenty-five Euro). Up to that minimum sum the royalty will be registered continuously.

**9.8** If the author has a bank account with a credit institution outside of Germany, all royalties will be paid from a beginning sum of 50,00 Euro (fifty Euro). Up to that minimum sum the royalty will be registered continuously. If the author has a bank account in Germany or within the European Union he is obliged to communicate the IBAN (International Bank Account Number) and BIC (Bank Identifier Code) of his bank account to the publisher, otherwise the publisher cannot transfer the royalties to the author's bank account. If the author has a bank account with a credit institution outside the European Union, he has to set up a Paypal account for payment of royalties. All fees incurring from money transfer and any additional fees charged by credit institutions with regard to payment of his royalties will be borne by the author and will be offset against his royalties resulting from this contract.

## **§ 10. Sample copies**

**10.1** The author receives one free copy of the first edition for his own personal use. In addition, the author can acquire further copies of his work for his own personal use with a discount of 40% on the retail price.

**10.2** It is expressly forbidden for the author to sell or resell any copies acquired under clause 9.1. There does not exist any claim for a fee or royalty for any copies of the work acquired by the author.



### **§ 11. Dumping, pulping**

**11.1** The publisher can shift his own editions by suspending the retail price and resorting to dumping or pulping if turnover has dropped off to such an extent that distribution of the work in the manner hitherto used is no longer a profitable prospect for the publisher.

**11.2** The author will participate in the dumping of the publisher's own stocks in that he receives the amount of the agreed participation fee less the effective manufacturing costs insofar as the revenue per copy exceeds the corresponding manufacturing costs.

**11.3** If it should transpire that sale at a dumping price is also not a realistic proposition the publisher can have the remainder of stock pulped. The publisher is still entitled to carry out partial pulping if the stocks still remaining could cover demand for a longer period of time.

### **§ 12. Nomination of originator, copyright note**

**12.1** The publisher is obliged to identify the author in an appropriate way as the author of the work.

**12.2** The publisher is obliged to apply the copyright note in terms of the Universal Copyright Convention during publishing.

### **§ 13. Further Agreements**

**13.1** The author will at all times ensure that he will be able to be contacted by the publisher at any time. He guarantees especially that the publisher will always be in possession of his current address postal as well as email address and his current bank account information.

**13.2** The publisher is expressly released by the author from the requirement to research the currently valid address via the collecting society VG Wort. The publisher is not obligated to do any research.

**13.3** The author is not eligible to any royalties if the transfer of royalties to the bank account of the author has failed and if the author failed to communicate a valid bank account within four weeks. If the publisher does not receive a valid bank account within four weeks the royalties may be donated to a charity.

### **§ 14. Final Provisions**

**14.1** Changes and additions of this contract require the text form. The same shall apply to any waiver of this text-form requirement.

**14.2** Should individual terms of this contract be, or become, ineffective then the validity of the other terms remains unaffected by this. In the place of the ineffective terms the parties will agree upon an effective ruling which most closely resembles the factual, commercial and legal intent of the ineffective term. The same procedure is to be followed if a gap or unintended omission is to be found in this contract.

**14.3** Place of fulfilment and – insofar as legally permissible – Court of Jurisdiction for all disputes arising from this contract is agreed by the parties to be the premises of the Publisher, (currently Hamburg, Germany).

**14.4** The contract is subject to the law of the Federal Republic of Germany.



**Declaration (check when applicable): I calculate VAT according to the UstG.**

**I have been informed that I am obligated to indicate and to pay taxes to the respective fiscal authorities for all income resulting from my royalties from this contract. My tax number that I received from the fiscal authorities is:**

**Important note: Without providing the tax number, royalties cannot be paid (this only applies to German citizens). If not available, please hand the tax number in later.**

\_\_\_\_\_  
(Place Date)

\_\_\_\_\_  
(Signature author)

\_\_\_\_\_  
(Place Date)

\_\_\_\_\_  
(Signature publisher)