

# GENERAL TERMS AND CONDITIONS FOR CONTRIBUTOR CONTRACT

These General Terms and Conditions are an integral part of your Contributor Contract. The individual details of your agreement with us can be found on the sheet titled *Contributor Contract*.

Our goal as a publisher is to be a competent partner to our contributors and to facilitate the quality, reach, reputation, and validity of their work. In order to do so, both parties must commit to a set of rules as follows:

## 1 Definitions

**You:** You as the Contributor of the Work. When there is more than one Contributor, the term “You” shall apply collectively and the provisions set out in these terms and conditions apply equally to all Contributors.

**We:** the Walter De Gruyter GmbH Publisher named in your *Contributor Contract*.

**Work:** the content to be published as printed and electronic edition.

**Contributor Contract:** the actual agreement, which is issued to you as a cover page to these terms and conditions.

## 2 Your Rights and Obligations

- 2.1 **Grant of Rights:** As a publisher, we take copyright very seriously. We must make sure that we have the right to use all parts of your Work. You warrant that you own the manuscript, and that you are free to assign the rights without restriction and have acquired the rights to any content as necessary. This applies to all parts, including any illustrations, indices, tables, textual excerpts, multimedia components, etc. Further, you warrant that you have not assigned any rights that would conflict with the rights granted to us in this contract. You guarantee that your work, including all parts, does not infringe on any rights such as copyrights, performing rights, trademarks, rights of privacy, or other third-party rights. You agree to reimburse us for any costs or liabilities resulting from a breach of these warranties.
- 2.2 **Publication Elsewhere:** In order to support the marketing strategy for your Work, you agree not to publish the Work (or a substantially equivalent work) or make it otherwise available to the public without first obtaining our written consent.
- 2.3 **Repository Policy:** You are free to self-archive up to 10% of the Work (with the exception of textbooks and databases) on your own website or in the repository of your university or institution. In addition, you may place a link to the product page of your Work on our website [www.degruyter.com](http://www.degruyter.com) in public repositories that allow a redirect. You can find a complete list in the Rights and Licenses section of our website.
- 2.4 **VG Wort:** You grant to us, for the duration of the contract, all usage rights that may be exercised at collecting societies such as VG Wort and VG Bild-Kunst according to their contractual stipulations. The granting of these rights serves the purpose of registration at the collection societies for mutual exercising of rights. The proceeds from the exercising of rights are distributed by the collecting societies according to §27 Abs. 2 VGG and according to the shares defined in their distribution plan, and are distributed directly to copyright holders and publishers. You agree that you must conclude an agreement directly with the collecting society in order to receive the (copyright-holder) share of the distribution.

## 3 Grant of Rights

- 3.1 **Rights of Use:** You assign to us, for the purpose of ensuring the optimal distribution and availability of your work the right:
  - a) To reproduce, distribute, and make available your Work in printed form including as print-on-demand;
  - b) To produce machine-readable forms of your Work (including digitization) and to store it electronically in all storage media, including in our own databases and those of third parties, such as Amazon or Google;
  - c) To make your Work available in part with “look inside” functionality, for example on Amazon or Google;
  - d) To reproduce and make available your Work in electronic form, particularly as eBook, database, and/or other forms of electronic media and within the scope of internet services or other online uses or in interactive multimedia production;

- e) To make your Work available in public or closed user groups at the location and time of their choice (for example, eBook use in libraries) as well as reproducing it on monitors or other scanners and to be printed by the user as many times as the user wishes, in whole or in part, including as prepublication or in excerpt;
  - f) To reproduce and distribute your Work on any and all data carriers, for example DVD, CD-Rom, flash drive.
- 3.2 **Ancillary Rights:** You also assign to us, for the purpose of optimally exercising the rights to your Work, the right:
    - a) To translate it into other languages and to use the translation;
    - b) To print it in whole or in part as a prepublication and/or as subsequent reprint, including in newspapers and periodicals (for example in reviews);
    - c) To publish it in whole or in part in our other publications or publications of another publisher, including in abridged form;
    - d) To produce or license as a paperback, or as a popular or special or reprint edition;
    - e) To reproduce and distribute it in a collected works edition and in compilations, even after 20 years have elapsed since the first publication of the Work;
    - f) To reproduce and distribute it by all other means, including photocopying, photomechanical reprinting, or as Braille embossing;
    - g) Of rendition, including rights to recitation, performances, and broadcast in radio or television media or internet;
    - h) To transfer it, in full or in part, to sound recordings, image or image-sound recordings as well as the right to their reproduction, distribution, and reproduction to the public;
    - i) To use it in collections for use in church, school, or instructional settings.

- 3.3 **Extension of Rights:** Unless otherwise specified in the provisions for contributors in the authors section of our website you grant all usage rights and ancillary rights to us as exclusive rights without any restriction as to content or territory for the duration of the copyright. We may exercise these rights but are under no obligation to do so to the extent described here.

- 3.4 **Unknown Types of Use:** You grant us the exclusive and permanent rights without any restriction as to content and territory for all forms of media of expression now known or that will be developed in the future. The granting of rights extends to the exercising of rights through us or through the granting of these rights to a third party.

- 3.5 **Transferral to Third Parties:** You grant us the right to transfer all rights listed here to third parties and/or to license the Work to third parties. We require these rights in order to fulfil certain sales models such as online use through aggregators (platforms that curate content for specific usage by customers and give us a share of the proceeds). We naturally require that all licensees provide appropriate attribution to you, the copyright holder.

## 4 Open Access

In the case that we have mutually agreed to publish your Work as Open Access, the following conditions apply in addition:

- 4.1 You are free to publish your Work according to a Creative Commons license (<https://creativecommons.org>), as of a date agreed upon with us. You choose the appropriate license when discussing the contractual details with us (see *Contributor Contract*). You have the choice between:
  - a) CC-BY (Attribution)
  - b) CC-BY-NC-ND (Attribution-NonCommercial-NoDerivatives).
- 4.2 We will provide you with the final version of your Work as a PDF file. This is the version that is published Open Access.
- 4.3 We will publish your Work as a freely available eBook on our website under the license you have chosen and which is shown in the *Contributor Contract*.
- 4.4 According to the license stated in 6.1, you are of course free to put the eBook version of your Work on your own home-page, a university or institutional repository, or any website of your choice.

## 5 Manuscript / Content

- 5.1 **General:**
  - a) We and the editors are authorized to change your Work after prior discussion with you, or to ask you to make changes in order to maintain the consistency of the series, the volume, or the database.
  - b) In addition, to ensure quality of your Work before final acceptance, we are authorized to ask a third party to review the Work. Should revisions be necessary, you will be asked to perform these. Should you be unable

or unwilling to do so, we reserve the right to deny acceptance or publication of your Work.

- c) Our customers and readers are interested in the most precise information possible regarding your Work. Please inform us immediately as soon as you become aware that you will not be able to deliver by the date agreed upon in the *Contributor Contract* or that the manuscript deviates by more than 10% of the length agreed upon.
- d) If your Work contains an index, you are required to create an index according to our technical specifications. If the publication date is delayed by more than 6 weeks as a result of index preparation, we reserve the right to publish the Work without an index. In the electronic version of the Work, the full-text search replaces the need for a separate index.
- e) If you cannot adhere to the manuscript length or the submission deadlines agreed upon with you in your *Contributor Contract* (e. g. delayed delivery of the Work), we reserve the right to set a new deadline or to plan a different form of publication. If the second deadline also cannot be kept, we reserve the right to deny publication or to reduce your royalty.

### 5.2 Manuscript for Typesetting

- a) This option is for manuscripts that will be professionally typeset. You submit the manuscript to be typeset as an electronic file, usually in the format docx, tex, rtf, or indd. Formulas and tables should not be anchored in the manuscript as images. In addition, we require a PDF file or a definitive printout for comparison including reproducible copies of illustrations / high-resolution image files.
- b) After the manuscript has been prepared by our typesetter, we provide you with proofs for corrections. In most cases, you will receive proofs in electronic format as a PDF file or via a web-based online proofing system. We ask for your understanding that we generally provide one set of proofs for correction and a second set of proofs for your approval for printing (imprimatur).
- c) The first set of proofs is provided for you to check the manuscript conversion to typesetting. Please check these proofs carefully for any mistakes (e. g., word breaks) that may have occurred during the process. Kindly note that only minor content corrections can be done at this late stage. If the index entries were not already anchored in the manuscript, we will ask you to do this during the first correction stage.
- d) The second set of proofs is simply to check that any corrections marked in the first proof run have been carried out, and for you to provide your approval for printing (imprimatur), if need be under the condition that final corrections be carried out before the work is printed. We will check these final corrections internally in order to ensure punctual publication of your Work. We retain the right to decide when the manuscript is ready to print from a technical and typographical point of view.
- e) We ask for your cooperation in keeping the number of corrections at a reasonable and necessary level. Changes to the Work after the submission of the final manuscript are very costly. We cover the cost of corrections up to two per printed page, and reserve the right to charge you if changes made beyond that result in excessive costs and/or if these changes require additional print runs. This does not apply if corrections are required due to errors in the typesetting process or due to new academic findings or legal decisions.

### 5.3 Writing and Submitting via a Content Management System (CMS)

- a) Particularly in the case of encyclopedias, dictionaries and reference works, which are often published "ahead of print," we may use a so-called Content Management System (CMS), which is individually configured for each Work.
- b) We provide the CMS to you, and we request that you use it to write and submit your Work. You will receive an invitation to the system and all relevant supporting guidelines and documentation.
- c) Reviews by the series or volume editors or in-house editors as well as manuscript revision and corrections are done directly in the CMS. Please follow the style and content guidelines to avoid unnecessary delays.
- d) At the relevant point in the process, you will be contacted to provide your approval for publication of the content (not the form). Please make only those corrections which are absolutely necessary at this time. Changes to content are no longer possible, as they can no longer be reviewed. If you do not respond to the call for approval by the given deadline, approval will be assumed.
- e) We support your work in the CMS with detailed instructions and guidelines, and are personally available if there are problems. Any decisions regarding bug fixes or other technical issues will be made solely by us.

## 6 Publication Subsidy / Open Access Fee

- 6.1 A publication subsidy may be required for some works to be paid plus VAT if not mutually agreed in the *Contributor Contract*.
- 6.2 If we have come to a mutual agreement to publish your Work as Open Access, an Open Access fee is generally required.
- 6.3 The payment of the publication subsidy or the Open Access Fee is generally due upon publication of the work. The publication subsidy or the Open Access fee is not subject to reimbursement.
- 6.4 We will be happy to support you in applying for any outside funding by providing any necessary calculations or paperwork, and will fulfil funder requirements.

## 7 Free Copies

If you provide us with your e-mail address you can download a PDF of your contribution from our website. The number of free print copies is agreed upon in the contract concluded with your editor. You may acquire further non-German copies of your own Work as well as all book titles from the publisher, including eBooks, at a discount of 30% off the retail price. You are also entitled to a discount of 20% off the retail price of individual subscriptions and single issues of journals. You may not sell free copies or copies purchased at a discount.

## 8 Subsequent Editions, Revised Editions

- 8.1 A number of factors are relevant when considering a subsequent or revised edition, for example, the economic feasibility of the work, as well as the topicality or the accuracy of the scientific findings.
- 8.2 Should you wish to publish a new edition of your Work, please inform us and we will review your suggestion in light of the criteria above.
- 8.3 Should we decide against publishing a new edition of your Work, we will contact you to discuss alternative options.
- 8.4 Should we decide to publish a new edition of your Work, we will communicate to you our decision and negotiate with you a publication plan. You agree to revise the Work according to the current state of the academic discussion and submit it to us for publication.
- 8.5 Should you not be willing or able to perform the revisions yourself, you may suggest a third party to us. We agree not to reject this suggestion without good reason. If you do not wish to make a suggestion, we are authorized to assign the revision to a third party.
- 8.6 In the case of revision by one or more third party/parties, we are entitled but not obligated to continue to use your name in the title of the Work.

## 9 Remainders

Because our warehouse capacities are limited, we regularly check if our printed stock can be reduced. Through digitisation and print-on-demand, we can keep the majority of our titles available and in print without keeping physical stock on hand. We reserve the right to pulp or sell any remaining stock at a reduced price.

## 10 Legal Succession

- 10.1 The legal situation must be defined in case of succession. Our obligations and duties according to the *Contributor Contract* will transfer for your heirs in full, with the exception of paragraph 11.
- 10.2 In the event of death before the first edition of the Work is completed, we are entitled to withdraw from this agreement with no claims from your heirs. We may take over the partial manuscript and have it completed by a third party, taking your personal rights into account.

## 11 Termination

- 11.1 We are entitled to terminate the *Contributor Contract* in writing with immediate effect if our cooperation on the Work cannot be completed as planned, e. g. if you are unwilling or unable to complete the Work. If we have made substantial investments at the time of termination, all rights assigned remain with us. We reserve the right to reclaim any payments already made to you.
- 11.2 You are also entitled to terminate the agreement in writing with immediate effect, e. g. if we are liquidated. In this case, all rights revert back to you.
- 11.3 In the case of termination, we retain the right to continue to distribute any copies of the Work that have already been produced. We may continue to make the electronic version of your Work available on our platform in order to fulfil obligations to customers who have purchased those versions.
- 11.4 If your Work is published as part of a series or as a contribution to a volume or database, we are entitled to terminate the *Contributor Contract* with immediate effect if the contract with the editor expires or is terminated, or if the

series or database has been terminated. In this case, we will do our utmost to publish your Work as a stand-alone volume or to include it in another series.

- 11.5 You agree to forgo your extraordinary termination option according to German law for the non-publication of a contribution in a periodical, e. g. year-book (§45 Para. 1 Verlagsgesetz).

## 12 Data Protection

We are committed to the responsible handling and processing of the personal data we collect from you. Details can be found in our data protection policy for authors and editors on our website (<https://www.degruyter.com/cms/pages/privacy-policy?lang=en>). A printed copy will be provided to you upon request.

## 13 General Provisions

- 13.1 Unless otherwise agreed upon, all provisions of this agreement are valid and binding for both your legal successors as well as our legal successors.

- 13.2 Revisions and amendments to the agreement must be made in writing. Oral agreements and declarations have not been made.

- 13.3 Should individual provisions of this agreement become invalid or unenforceable, this shall not affect the validity of the remaining provisions. You and we are bound to replace the invalid provision with a valid one that corresponds to the purpose and meaning of the invalid one. The same shall be applicable to any gaps in this agreement.

- 13.4 The laws of the Federal Republic of Germany apply to this agreement, particularly the German Civil Code, German Copyright Law, and German Publishing Law.

- 13.5 Place of fulfilment and jurisdiction is the location of our headquarters in Berlin, Germany, to the extent legally possible.

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