

Publishing Contract

between

Given name(s) and surname(s) (hereinafter: Author/Authors)

Address, email address

For examination achievements (final theses): Examiner

Given name(s) and surname(s) (hereinafter: Examiner/Examiners)

Address, email address

For examination achievements (final theses): involved company/organisation

Given name(s) and surname(s) (hereinafter: Company or Organisation)

Address, email address

and Munich University of Applied Sciences (Hochschule für angewandte Wissenschaften München), Lothstraße 34, 80335 Munich, as a state institution representing the Free State of Bavaria, represented by Mr. Jörg Finger (Chancellor), who in turn is represented by the staff of the library of Munich University of Applied Sciences (hereinafter: Library)

Section 1: Subject matter of the contract

1. The subject matter of the contract is
- ☐ the final thesis (for Bachelor's, Master's, or German Diplom degree) or doctoral thesis
 - ☐ the journal article
 - ☐ the book, report, other work

by the Author(s) – with the title:

-
2. The Author(s) confirm(s) that they hold copyright related rights of use (urheberrechtliche Nutzungsrechte) and that they have not made any arrangements that conflict with the rights granted under this contract. This shall also apply to the texts and images submitted by the Author to which the Author holds rights of use.

Section 2: Several Authors

1. If a work has several Authors, they are co-authors (Miturheber) of the work.
2. Therefore, each Author must approve publication and sign the contract before the work can be published.

Section 3: Examination achievements (final theses)

1. For final theses, the Author and the examiner both declare their consent to publication. If the final thesis was written at a company or other organisation, then that company's or organisation's consent is also necessary.
2. In the case of final theses, the Author guarantees that the digital version of the final thesis is completely identical to the printed version.

Section 4: Data transfer

The Author must convey the data of the work to be published to the Library in a suitable format, preferably in PDF format.

Section 5: Assignment of rights

1. The Author grants the Library the right to reproduce and store the publication on its own servers and to distribute it via the Internet in electronic form, without temporal, spatial, or content-related restrictions. Technical implementation may be conducted by external institutions (for example the central office of the Bibliotheksverbund Bayern (Bavarian Library Network – BVB) or KOBV).
2. The Library has the right to forward electronic copies of the publication to the German National Library in Frankfurt/ M. and Leipzig as the national library for mandatory archival copies and to the Bayerische Staatsbibliothek (Bavarian State Library – BSB) as the regional library for mandatory archival copies.
3. The Library shall have the right to forward an electronic copy of the publication to the relevant special collections library.
4. The bibliographic data for the publication will be recorded in library catalogues and bibliographies. Bibliographic data is freely accessible; the Library has no influence over its distribution.
5. Persistent identifiers or uniform resource names (URNs) may be assigned to the publications.
6. The Author grants the Library the right to convert the data of their publication into other file formats and to transfer it into new EDP systems if and as required to keep up with developments in technology. This right shall also apply to the German National Library.
7. The Author retains the right to dispose of their publication in other ways, insofar as this does not restrict any of the Library's rights set out in this contract.

Section 6: The Library's obligations

1. The Library undertakes to permanently store the publication and distribute it via the Internet within its technical and organisational capabilities.
2. The Library shall ensure the integrity of the content of the data during migration and conversion of files.

Section 7: Liability

1. The Library strives for uninterrupted availability of the websites on its server.
2. The Author(s) confirm(s) by their signature that neither the publication of their work on the Library's publicly accessible websites nor the granting of rights of use to the Library according to Section 1 of this agreement infringes upon third-party rights; the Author(s) shall indemnify the Library from any third-party claims.
3. The Library's liability shall be limited to cases of intent or gross negligence. Damages resulting from injury to life, body or health are excluded from this limitation of liability.

Section 8: Licences

In addition to the rights granted to the Library in this contract, the Author(s) can grant the general public an irrevocable simple right to use the publication. The scope of usage rights granted depends on the selected type of licence. One of the following types of licence should be selected:

- ☐ Creative Commons licence: Attribution 4.0 International
(<https://creativecommons.org/licenses/by/4.0>)
- ☐ Creative Commons licence: Attribution-ShareAlike 4.0 International International
(<https://creativecommons.org/licenses/by-sa/4.0>)
- ☐ Creative Commons licence: Attribution-NoDerivatives 4.0 International
(<https://creativecommons.org/licenses/by-nd/4.0>)

- ☐ Creative Commons licence: Attribution-NonCommercial 4.0 International
(<https://creativecommons.org/licenses/by-nc/4.0>)
- ☐ Creative Commons licence: Attribution-NonCommercial-NoDerivatives 4.0 International
(<https://creativecommons.org/licenses/by-nc-nd/4.0>)
- ☐ Creative Commons licence: Attribution-NonCommercial-ShareAlike 4.0 International
(<https://creativecommons.org/licenses/by-nc-sa/4.0/>)

If none of the above options is selected, German Urheberrecht (law on author's rights) and the provisions of this contract apply.

Section 9: Final provisions

1. The legal venue is Munich; German law applies to the exclusion of conflict-of-law regulations.
2. Any amendments and additions to this contract must be made in writing (Schriftform). This also applies to this requirement of written form itself.
3. In matters upon which the parties have not agreed in this agreement, the statutory provisions shall apply.

The Author(s):

Place, date

Name(s)

Signature(s)

Representing the Library:

Place, date

Name

Signature

For examination achievements:

Examiner:

Place, date

Name

Signature

Involved company:

Place, date

Name

Signature