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## **Publication contract**

between
First and last name (hereinafter: author/publishing person)
Address
Mail address
(For a better readability, only the German masculine form "author" or equivalently "publishing person" is used in the further text).
and
Rosenheim University of Applied Sciences (TH Rosenheim)
§1 Subject of the contract
1. The subject matter of the contract is the present work of the author(s) with the title:
Date of the thesis defence for PhD theses:



- 2. If several individuals have created a work jointly, they are co-authors of the work. Publication can only take place with the consent of all authors. In this case, the publishing person assures that all co-authors have consented to the publication by the publishing person and that all necessary rights have been granted to the publishing person. The same applies to collective works and associated works.
- 3. The publishing person assures that he/she alone is entitled to dispose of the copyright of the work referred to in paragraph 1, that he/she has not made any decrees contrary to the granting of rights under this contract and that he/she does not infringe any rights of third parties or statutory provisions. This shall also apply to text or image templates supplied by the author. The author also assures this on behalf of the co-authors. The same shall apply to collective works and associated works.

### §2 Data transfer

 The author submits the data of the work to be published to the TH Rosenheim in a suitable format, preferably in pdf format. The format is described on the help/FAQ pages of the OPUSserver.

## §3 Storage and publication by the TH Rosenheim

- TH Rosenheim shall, within the scope of its technical and organisational possibilities, permanently store the publication and distribute it via the Internet. However, the author has no corresponding claim.
- TH Rosenheim ensures the integrity of the data content during data migrations and data conversions.

## §4 Granting of rights and instruction

- The author grants TH Rosenheim, free of charge and irrevocably, the non-exclusive right, unlimited in time, space and content, to store an reproduce the work, to make it publicly available and to disseminate it in electronic form via the Internet.
- 2. TH Rosenheim is entitled to pass on the work for the same purpose to the German National Library in Frankfurt am Main and Leipzig as the national depository library and to the Bavarian State Library as the regional depository library.



- 3. TH Rosenheim is entitled to pass on the work in electronic form to the respective repositories of the special subject collections or the specialist information services for science.
- 4. The bibliographic data of the work are recorded in library catalogues and bibliographies. Bibliographic data is freely accessible. TH Rosenheim has no influence on their dissemination.
- 5. The author transfers the right to TH Rosenheim to convert the data of his publication into other data formats if this is required by technical developments. This right also applies to the libraries mentioned in paragraphs 2 and 3.
- 6. The author remains free to use his work in any other way, given that this does not entail any restriction of the rights of the TH Rosenheim mentioned in this contract.
- 7. Persistent identifiers (URNs) are assigned to the works. This makes the work permanently identifiable, findable and citable. The author thereby acknowledges that any modification of his/her work referred to in §1 after the date of publication is excluded for reasons of ensuring citability. A change would correspond to the process of a new edition in printed publications.
- 8. TH Rosenheim is entitled to provide users with a complete copy of the work in printed form (print-on-demand) or for storage on a data carrier for private use or for academic, research and teaching purposes.
- 9. TH Rosenheim is not entitled to exploit the work commercially.

### §5 Theses and other examination papers

- 1. The consent of all examiners is required for the publication of doctoral theses. The declaration of consent is part of this contract (last page of this contract).
- Other examination papers such as bachelor or master theses will only be published on the recommendation of the first examiner of the paper. The recommendation is part of this contract (last page of this contract).
- 3. If the examination paper was written by a company or other organisation involved, their declaration of consent is also required (last page of this contract).
- 4. The author assures that the digital version of the theses or examination paper is completely identical to the printed version.

## §6 Liability

1. TH Rosenheim strives for continuous availability of its websites. However, it does not assume any guarantee for this.



#### Not legally valid, for information only!

- The author confirms by his signature that publication of the work in accordance with §1 on the publicly accessible websites of TH Rosenheim and the granting of a right of use in accordance with §4 of this contract to TH Rosenheim does not violate any third-party rights or statutory regulations. The author shall indemnify TH Rosenheim against any claims of third parties.
- 3. TH Rosenheim is only liable for intent and gross negligence. This limitation of liability does not apply in the event of injury to life, body or health.

## §7 Final provisions

- 1. German law shall apply to the exclusion of the conflict of laws provisions.
- 2. The place of performance is Rosenheim. In the event of copyright disputes, the place of jurisdiction shall be Munich in accordance with Section 45 GZVJu.
- 3. Amendments and supplements to the contract need to be made in writing.
- 4. Insofar as no arrangement has been made between the parties on a matter in this contract, the statutory provisions shall apply.

For Rosenheim University of Applied Sciences:		
Place, date	Name	
Signature		
The author: (in the case of several authors in the case of collective)	of the work mentioned in §1 also on behalf of the co-authors or further auworks or associated works)	
Place, date	Name	
Signature		



# ! Only to be filled in for theses or examination papers !

#### Recommendation for publication and agreement to the publication contract:

As examiner of the work mentioned under §1, I/we agree to the publication of the work by Rosenheim University of Applied Sciences.

On behalf of the company/organisation involved in the work mentioned under §1, I/we agree to the publication by Rosenheim University of Applied Sciences.

Place, date	Place, date
Name	Name
Company / Organisation / University	Company / Organisation / University
Signature	Signature
Place, date	Place, date
Name	Name
Company / Organisation / University	Company / Organisation / University
Signature	Signature