

Publication contract

This contract regulates the legal relationship between the publishing person and the Communication, Information and Media Center of the University of Hohenheim when publishing electronic documents (e.g. dissertations).

In the following, these are referred to as digital objects.

The publication contract exists between the person logged in with their account data (hereinafter: person) and the University of Hohenheim. Acting for the latter is the KIM, hence in the following: KIM.

The contract is accepted electronically by the person by clicking on the checkbox in the input mask and comes into effect with the publication of the digital object in the publication server hohPublica.

§ 1 Subject matter of the contract

The subject of the contract is the present digital object of the person under the title entered above. The digital object is to be published for the first time in electronic form on the institutional repository hohPublica of the University of Hohenheim. If it is a permissible second publication of a previously published work, the source of the first publication is derived from the metadata. In this case, the person assures that he or she has the rights to commission the second publication on hohPublica.

§ 2 Granting of rights by the publishing person

1. the person grants KIM a simple right of use in relation to their digital object. The right of use is granted without restriction in terms of time, space or content.
2. the right of use transferred to KIM includes in particular:
 - the right to reproduce the digital object,
 - the right to process the digital object in order to carry out data migrations,
 - the right to make the digital object publicly available, including through third-party providers.
3. the person is not prevented by this transfer from additionally disposing of the rights to his digital object in any other way. However, it is pointed out that the publication on hohPublica can make a later publication elsewhere more difficult or prevent it, insofar as the transfer of an exclusive right of use to the digital object to a publisher is required for this. A subsequent blocking or deletion of an object published on hohPublica for the purpose of a transfer of exclusive rights of use to a publisher cannot be demanded.

§ 3 Modalities of data transmission

1. the person provides the KIM with his or her digital object, usually by uploading it via the hohPublica input mask.
2. when uploading the digital object, the person provides it with descriptive data (metadata). In the case of a dissertation or a habilitation, an abstract is mandatory. If necessary, the metadata will be revised by KIM staff for the purpose of standardization according to relevant library regulations (e.g. RDA).
3. when uploading, the person has the option to place their digital object under a free Creative Commons license. The metadata and abstract created by the person are published in the public domain under a CC-0 (Creative Commons Zero) license. More information about Creative Commons licenses is available at <http://de.creativecommons.org/was-ist-cc/>. The digital object is published under the selected license. Unless the person specifies a Creative Commons license (i.e. skips the step), the digital object is released for use according to German copyright law.

§ 4 Special requirements with regard to dissertations and other examination papers

1. the person assures that the publication of the dissertation has been approved by a print release from the supervising person.
2. in the case of doctoral theses, a certain number of printed copies must be submitted to KIM in accordance with the relevant doctoral regulations. The person assures that the electronic and the printed version of his/her work are identical in content and form (especially in pagination).
3. for the publication of theses without publication obligation (e.g. bachelor or master theses) a recommendation of the supervising university lecturer has to be proved. The recommendation must be submitted to the KIM or can be sent informally by the university lecturer to the KIM by e-mail.
4. in the case of a cumulative dissertation where several authors were involved in the individual contributions, the person assures that he/she has obtained the consent of all other authors for publication on hohPublica.

§ 5 Publication on the institutional repository hohPublica of the University of Hohenheim

1. the KIM publishes the digital object on the institutional repository hohPublica and provides the bibliographic record of the digital object in local, regional and national library catalogs or record tools (catalog HohSearch, union catalog K10plus, German National Library).
2. In order to ensure the citability of the digital object, the KIM provides it with one or, if required, several persistent identifier(s) corresponding to the respective state of the art.
3. the KIM ensures the future readability of the digital object by means of data migration within the scope of its technical possibilities, if such migration becomes necessary due to technical developments.

§ 6 Warranty, Duty of Notification, Release from Liability

1. the person affirms that he/she alone is entitled to grant the university the rights specified in § 2, that the publication of the digital object does not infringe any third-party rights, and that he/she is entitled to grant the rights on the basis of this agreement. Furthermore, the person affirms that he or she has not made any dispositions contrary to this agreement and, in particular, that he or she has not transferred any exclusive right of use to a third person. Finally, the person assures that he/she has observed the generally accepted rules of scientific work when writing the work.
2. in the event that several authors were involved in a jointly authored work, the person assures that he or she has obtained the consent of all other authors for publication on hohPublica.
3. the person undertakes to inform KIM if claims are made against the contract based on the fact that the digital object infringes the rights of third parties.
4. the KIM is entitled to block access to the digital object if it becomes aware of information relating to the digital object that could give rise to liability on the part of the KIM vis-à-vis a third party.
5. in the event of a breach of warranty in accordance with § 6 Paragraph 1 and in the event of an intentional or negligent breach of this agreement by the person, the person shall indemnify KIM against all third-party claims and all associated costs.

§ 7 Termination of contract

1. the publication contract is concluded for an indefinite period.

2. it shall end automatically if the right to use the digital object reverts to the person by way of rights recall in accordance with the provisions of the Copyright Act or for other reasons.