

Author Agreement

governing the publication of an open access work in “Documenta Mathematica“

between

First name, last name

Institution/organization _____

Address of the institution/organization

- hereinafter also referred to as the “author“ -

and

DOCUMENTA MATHEMATICA, Journal der Deutschen Mathematiker-Vereinigung (DMV)
Otmar Venjakob (Technical Managing Editor)
Mathematisches Institut Universität Heidelberg
Im Neuenheimer Feld 205
D-69120 Heidelberg

- hereinafter referred to as »DOCUMENTA MATHEMATICA« –

The parties hereby agree as follows:

§ 1 Subject Matter

The undersigned author undertakes to make the following article (hereinafter referred to as the work) available to DOCUMENTA MATHEMATICA for publication under the terms of this agreement:

Title _____

Co-authors _____

If the work was written together with co-authors, the author confirms that he/she has informed these co-authors about the content of the present agreement, and that these co-authors have authorized the author to sign the agreement also on their behalf with regard to the above mentioned work.

§ 2 Submission and form requirements

The author shall submit the work in digital form via the OJS portal.

§ 3 Rights

3.1 The author warrants that the work and the text and/or image files used therein do not infringe on the rights of any third parties, and that he/she is the owner of the copyright and usage rights in this work. Other rights owners, if any, have transferred all rights required for the production and distribution of the work to the author in writing, and the author undertakes to cite the sources correctly. The author warrants that he/she has not granted to any third party any rights, in whole or in part, which conflict with the provisions below.

3.2 In the event of an infringement of any third-party rights attributable to the author, the author shall assume full responsibility for this infringement and shall indemnify DOCUMENTA MATHEMATICA against any and all claims arising from such infringement.

3.3 The author shall grant DOCUMENTA MATHEMATICA the following rights of use in his/her work:

- a) to copy, distribute, and make available the work in electronic form for publication online, in particular for storing on the eLibM repository
- b) to copy and distribute the work in any printed form in an annual or in excerpts thereof.

3.4 The rights pursuant to clause 3.3. shall be granted as non-exclusive rights throughout the universe, as long as the copyright in the work subsists and for any and all issues and editions.

3.5 The author accepts that the work be used in accordance with standard license [CCBY 4.0](#): naming of the author

§ 4 Indemnification

If the author is responsible for defects or errors contained in the work (e.g., inaccurate content, errors in meaning, or printing errors), he/she shall indemnify DOCUMENTA MATHEMATICA against any and all warranty claims and claims for damages made by third parties. The author shall also indemnify DOCUMENTA MATHEMATICA against all claims from third parties who were involved in the production of texts, images, and the manuscript.

§ 5 Naming of the author

At each publication of the work or manuscript, DOCUMENTA MATHEMATICA shall be obligated to name the author on the inner pages of the work/manuscript, even if the author has not expressly requested DOCUMENTA MATHEMATICA to do so.

§ 6 Royalties

The author shall not be entitled to any royalties.

§ 7 Protection of personal data

All names, e-mail addresses and personal data requested on this website shall be used for the defined purpose only. They shall not be used for any other purposes and not be made available to any third parties.

§ 8 Term of the Agreement

8.1 The agreement shall become effective upon signature and is concluded for an unlimited term. It can be terminated at one month's notice.

8.2 The rights granted to DOCUMENTA MATHEMATICA pursuant to clauses 3.3 to 3.5 shall survive the termination of the agreement.

§ 9 Final Provisions

9.1 Any modifications or additions to the present agreement shall be made in writing to be legally binding. No verbal ancillary agreements have been made.

9.2 Should any of the provisions of the present agreement be held to be or become invalid, illegal or unenforceable for any reason whatsoever, the validity and enforceability of the other provisions shall not be affected thereby. In such case, the parties shall replace the invalid or unenforceable provision with a provision which best reflects the economic and legal purposes of the invalid provision.

9.3 Legal venue and place of performance is Karlsruhe.

.....(Place), (Date)

..... (Signature of author)