

# **GMS Thoracic Surgical Science – Author's Contract**

## **§ 1 Subject Matter of the Contract**

1. The subject of this contract is the submitted work of the author under the title:

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2. The author insures that he alone is authorized to dispose over the rights of use on his work promoted by copyright and that hitherto he made no legal concessions that oppose to the provisions of this contract. This also applies to the standard texts or master illustrations supplied by the author and whose rights of use he holds. If he offers GMS Thoracic Surgical Science (in the following: TSS) standard texts or master illustrations for which this does not apply, or where it is uncertain if this applies, then he has to inform TSS about it and about all recognizable legally relevant facts known to him. As soon as TSS assigns the author with the procurement of other standard texts or master illustrations, it requires a special agreement.

3. The author is obligated to point out to TSS in writing if the work includes interpretations from persons or incidents with which the risk of an infringement of personal rights is connected.

## **§ 2 Rights**

1. The author transfers to TSS the basic right of duplication and circulation of machine readable data media and their safeguard media.

2. The author transfers to TSS the right to electronic storage in databases and web pages, to make available to the public for individual requests and display on the monitor.

3. The author transfers to TSS the right for the translation into the English language.

4. The author transfers to TSS the right to Print-on-Demand-Production.

5. If TSS is entitled to process the work or to have it processed, then impairments which are suitable to endanger the intellectual and personal rights of the author on the work are to be omitted.

6. TSS grants an online-access-right to the author pertaining to his work that is stored in the database.

## **§ 3 Contractual Obligation**

1. The work will first appear exclusively in electronic form, subsequent changes of the form of the first edition require the author's agreement.

2. TSS is obligated to duplicate, circulate and adequately campaign for the work in the form specified in section 1.

## **§ 4 Fee**

1. The author does not receive a fee for his work.

#### § 5 Author Designation, Copyright-Note

1. TSS is obligated to appropriately identify the author as originator of the work.
2. TSS is obligated to attach the copyright note with the publication of the work in the sense of the Universal Copyright Convention.

#### § 6 Change of Ownership and Program Structures of TSS

1. TSS is obligated to indicate to the authors if a substantial change results in its ownership or distribution of property. A change is substantial, if
  - a) TSS or relevant parts of TSS are sold;
  - b) in the distribution of the property of a company operated by TSS, variances of at least 25 % of the capital or voting share arise as opposed to that at the time of the conclusion of the contract.

#### § 7 Final Clause

1. If not regulated by this contract, the general legal provisions of law of the Federal Republic of Germany apply. The invalidity or inefficacy of individual regulations of this contract does not affect the validity of the remaining regulations. The parties are then obligated to replace the deficient regulation by such a regulation whose economic and legal sense comes closest to that of the regulation to be replaced.