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Publishing Contract

between

Klicken Sie hier, um Text einzugeben.

(hereinafter referred to as „Author“)

and

Sapere Aude Magazine,
Pappelallee 78/79, 10439 Berlin, Germany

(hereinafter referred to as „Publisher“)

(both together hereinafter referred to as “Parties”)

the following contract is concluded:

Introduction

The Publisher publishes various works, among other on the topics of Psychoanalysis, Philosophy, Mental Health, and related topics on its website <https://www.sapereaudemagazine.com> (hereinafter referred to as „Website“). This publishing contract (hereinafter referred to as “Contract”), is entered into as of [Contract.CreatedDate] by and between the Publisher and the Author. The Author wants to publish a work through the Publisher. Hence, the Parties agree on the following:

1. Subject of the contract

- 1.1. Subject of this contract is the work already **written/to be written** by the Author with the title/preliminary working title: [TITLE] (hereinafter referred to as „the Work“).
- 1.2. The final title of the Work is determined by agreement between the Author and the Publisher, with the Publisher having the right of final decision in the event of disagreement. However, the Author is entitled to object to the Publisher's vote if his personal rights would be violated. It is the Author's responsibility to prove the violation of his or her personal rights.
- 1.3. This publishing contract governs the publication of the following work(s): **Klicken Sie hier, um Text einzugeben.**
- 1.4. The Publisher intends to publish the Work on the Website. The Publisher is not obliged to publish and also not limited in the publication on the Website. The extent of the Work is expected to include **Klicken Sie hier, um Text einzugeben.** pages. The publication will be **royalty free.**
- 1.5. The work will appear in the series **Klicken Sie hier, um Text einzugeben.**

2. Grant of Rights

- 2.1. The Author transfers to the Publisher the exclusive, transferable right to reproduce and distribute the work (publishing right) for all printed editions as well as physical electronic editions and editions without limitation in number of copies and for all language versions for the duration of the statutory term of protection and any extensions of the term of protection.
- 2.2. The Author grants the Publisher the following exclusive, transferable and geographically unrestricted ancillary rights for the duration of the principal right under paragraph 1:
 - 2.2.1. the right to reproduce and distribute the Work in all book forms for all editions and editions, in particular as hardcover, paperback, popular, book community, school, luxury, paperback, large print, microcopy, loose-leaf and reprint editions and the right to include the work in collections of all kinds,

* DRAFT *

- 2.2.2. the right to special editions, i.e. the right to reproduce and distribute the Work in all book forms for all editions and as special editions for the assortment and/or individual buyers outside the assortment book trade (industrial editions) etc;
- 2.2.3. the right of the whole or partial advance and reprinting, also as a continuation print, in newspapers and magazines as well as in non-periodic printed works and work related advertising and press materials;
- 2.2.4. the right to translate the Work into other languages or dialects, the right to adapt or otherwise alter the Work, including Braille, and the right to use the resulting adaptation in any of the ways covered by the contract;
- 2.2.5. the right to use the Work together with other works or other adaptations of the Author's works in one of the ways of use specified in this Agreement in the form of a complete edition;
- 2.2.6. the right to reproduce and distribute the Work or parts thereof using digital storage and reproduction media, regardless of the technical equipment and including all digital and interactive systems (e.g. CD-ROM, CD-I, e-book and other forms of electronic publishing);
- 2.2.7. the right to otherwise reproduce and distribute as well as process, e.g. in calendars, in particular by digital, photomechanical or similar methods (e.g. photocopy);
- 2.2.8. the right to make the Work available to the public in whole or in part by radio, such as sound and television broadcasting, satellite broadcasting, cable broadcasting or similar technical means;
- 2.2.9. the right to make films and re-films, including the rights to adapt and/or develop them as a screenplay and to show the film thus produced;
- 2.2.10. the right to adapt and exploit the filmed work on television (free and pay television) or by similar means (e.g. any kind of pay-per-view, video-on-demand, web TV, online television, etc), including the right of reproduction;
- 2.2.11. the right to process and reproduce as well as distribute the Work or its filming on image/sound carriers of any kind (e.g. video cassettes, video discs, video tapes, floppy disks, chips, etc., including all CD formats such as CD-ROM, CD-I, DVD, etc.)
- 2.2.12. the right to electronic storage in a database and making the data publicly available;
- 2.2.13. the right to feed and store the Work in whole or in part in electronic databases, electronic data networks, telephone services, etc. and to make it available to a large number of users by means of digital or other storage and transmission technology in such a way, in particular within the framework of so-called "on-demand" services, in such a way that they can receive the work or parts thereof at short notice on individual request (in particular push and pull techniques) by means of a television, computer, mobile telephone and/or other device, including all transmission paths (cable, radio, microwave, satellite) and all methods (GSM, UMTS, etc) and including all protocols (e.g. TCP-IP, IP, HTTP, WAP, HTML, etc). This also includes the right to enable interactive use of the work or parts thereof within the scope of the types of use mentioned in this contract, i.e. in particular individual editing, shortening, alienation, redesign and other changes - possibly in connection with other works - by the user;
- 2.2.14. the right to perform the entire Work or parts thereof, also in edited form, by third parties;
- 2.2.15. the reproduction and transfer rights arising from the Work or its image or sound carrier fixation or from loudspeaker transmission or broadcasting;
- 2.2.16. the right to grant licences to exercise ancillary rights a) to o).
- 2.3. **[IF NECESSARY]** In addition, the author grants the publisher the following further exclusive, transferable and geographically unlimited ancillary rights for the duration of the principal right in accordance with paragraph 1:
 - 2.3.1. the right to adapt the work as a stage play, choreography, puppet theatre or similar stage performance, as well as the right to perform the work thus adapted;
 - 2.3.2. the right to record on devices for reproducible reproduction by means of a video or audio carrier, as well as the right to reproduce, distribute and display them;
 - 2.3.3. the right of processing and exploitation in radio broadcasting, e.g. as radio play, including the right of reproduction;
 - 2.3.4. the right to sound recording;
 - 2.3.5. the right to use the work and in particular the figures, names, events, appearances and other characteristics and features contained in the work or a version produced according to it, including their pictorial, graphic and other implementation, in connection with other products and services of any kind and in any sector for the purpose of sales promotion

* DRAFT *

and to acquire special industrial property rights for the respective types of use, such as trademarks, design patents, etc;

- 2.3.6. the right to lend or hire out copies of any kind for commercial or non-commercial purposes;
- 2.3.7. the right to use the work to the extent of the rights granted under paragraph 2 and in this paragraph by printing, broadcasting or other reproduction, in whole or in part, for advertising purposes for the publisher, the work itself or third parties;
- 2.3.8. the right to grant licences to exercise ancillary rights a) to g);
- 2.3.9. all other rights administered now or in the future by the collecting societies, e.g. VG Wort, in accordance with their statutes, administration agreement and distribution plan, provided that a transfer of these rights is permissible in accordance with the relevant statutes and by law. [END IF NECESSARY]
- 2.4. In consideration of the Work, the Author also transfers to the Publisher rights to types of use unknown at the time of conclusion of the contract.
- 2.5. The Publisher may transfer the rights granted to it under this contract in whole or in part to third parties without the consent of the Author being required.
- 2.6. If the Publisher exercises the subsidiary rights granted in paragraphs 2 and 3 itself, the fee shall be determined in accordance with the provision on the sales fee pursuant to § X.
- 2.7. With the expiry of the principal right in accordance with paragraph 1, the right of the Publisher to exercise or transfer ancillary rights in accordance with paragraphs 2 and 3 ends. However, the licence agreements concluded by the Publisher within the framework of the ancillary rights granted by this contract remain valid in the event of termination of the contract - irrespective of the legal grounds - with the proviso that the rights to which the Publisher is entitled from them pass to the Author.
- 2.8. Insofar as the Publisher is granted the right in paragraphs 2 and 3 to edit the work or have it edited, it must refrain from impairing the work in such a way that the intellectual or personal rights of the Author to the work are likely to be endangered.

3. Warranty

- 3.1. If there is a risk of a violation of rights, in particular of personal rights, with regard to the depictions of persons and events contained in the Work, the Author will inform the Publisher of this in writing upon delivery of the manuscript. If the Author fulfils this obligation in full, the publisher shall bear the costs of any legal defence that may be necessary. The Publisher will support the Author if a claim is made against him/her for such violations and the Author undertakes to cooperate in the defence of such claims against the Publisher. Furthermore, the Author assures that his work does not violate other rights of third parties.
- 3.2. The Author further affirms that the Author is the sole and unrestricted owner of the rights to the Work mentioned in Section 1 and that the Author has not made and will not make any disposition contrary to this contract. In this respect, the author fully indemnifies the Publisher from all claims of third parties.

4. Rights and obligations of the publisher

- 4.1. The Publisher shall undertake the production and distribution of the work at its own expense.
- 4.2. The Publisher is obliged to promote the distribution of the work by means of suitable advertising measures.
- 4.3. Equipment of the work, cover design (in particular the selection of images/texts, font sizes and the arrangement of texts and/or images), circulation, delivery date, retail price and advertising measures are determined solely by the Publisher. The Publisher is entitled to make changes to the key data stated in § 1 at any time.
- 4.4. The right of the Publisher to determine the shop price includes the right to increase or reduce it. The Author must be notified before any reduction is made.
- 4.5. In addition to the print run, the Publisher shall produce a number of compulsory, test, free and advertising copies, to be determined at the same time as the print run, which are excluded from sale and free of charge.

5. Manuscript and Corrections

- 5.1. [if needed]
- 5.2. [...]

6. Author Compensation

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6.1. The Publisher agrees to provide the Author with royalties as follows: [...]

7. Prohibition of competition

7.1. The Author undertakes to refrain from any other publication of the work or parts thereof in any form (printed, physical, electronic or online) during the term of this contract without the prior written consent of the Publisher. He further undertakes to refrain from publications in other publishing houses which, in view of their subject matter, content concept and appearance, appear suitable for competing with the work and/or all other types of work or forms of use covered by this contract. The Publisher may not refuse its consent in bad faith.

8. Promotion

8.1. If necessary, the Author is available to the Publisher for promotional purposes of the work by arrangement without additional remuneration; any travel or accommodation costs are borne by the Publisher unless they are reimbursed by a third party.

8.2. Within the framework of the promotion of the Work, the Author agrees to the publication of his image.

8.3. The Author undertakes to notify the Publisher of any requests for public appearances, interviews or similar announcements in connection with the work and to coordinate with the Publisher. Furthermore, the Author undertakes to refer to the Publisher and the title of the work in all public appearances, interviews or similar announcements when the Work is discussed.

9. Copyright notice, copyright notice

9.1. The Publisher shall identify the Author as the author of the Work in an appropriate manner and, when concluding licence agreements, shall also impose a corresponding obligation on third parties, unless a mention is dispensable under Section 5 (4) because a third editor is to be regarded as the sole author.

9.2. The Publisher will mark an adaptation by third parties within the meaning of Section X Paragraph X, in which the third party acquires a co-author's right, as well as a new edition produced with the collaboration of another author in accordance with Section X, accordingly. The Author hereby agrees to the naming of these persons.

9.3. The Publisher is obliged to attach the copyright notice in the sense of the World Copyright Convention when publishing the work.

10. New editions / Update

10.1. If the work is, by its nature, intended to be continuously updated or otherwise revised, the Publisher will inform the Author in good time when he intends to publish a further edition.

10.2. The author will deliver to the publisher within [XXX] months after receipt of this notification and without additional remuneration a manuscript which takes into account the changes that have occurred in his or her field of expertise in contrast to the original manuscript version.

10.3. Substantial alterations, especially with regard to the layout or the scope of the work, require the Publisher's consent.

10.4. The Publisher is entitled, at its own discretion, to assign the adaptation to an expert third party if the Author is unable or unwilling to edit a new edition in accordance with Paragraph 2 or if the Author, after expiry of the editing period in accordance with Paragraph 2, fails to deliver the new adaptation within a reasonable period of grace to be set by the Publisher in writing. In this case, the Publisher may retain the earlier title of the work and the name of the Author as author of the work even if one or more new authors are called upon to edit further editions.

10.5. The Author will receive for the new editions no longer edited by himself for the duration of [XXX] years from the date of publication of the first such new edition, the author shall receive the fee to which he is entitled under sections 7 and 8, less the share to which the new editor is entitled.

10.6. Upon expiration of the period of time mentioned in paragraph 5 p. 1, the Author's rights under this contract expire, including the right to be named under § X.

11. Reviews

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The Publisher will send the Author reviews of the work received by the Publisher at appropriate intervals.

12. Death of the author

- 12.1. In the event of the death of the Author, the obligations of the Publisher under this contract shall exist vis-à-vis the heir designated by certificate of inheritance. Several heirs shall appoint a joint authorised representative to the Publisher. Until such time as the heir is nominated, the rights of the heirs under this contract shall be suspended.
- 12.2. If the Author dies before completion of the manuscript for the first edition of the work, the Publisher is entitled to withdraw from the contract. In this case, the heirs have no claim to remuneration; the Publisher can demand the return of any advance payments already made. However, the Publisher is entitled to take over the existing manuscript parts and have them completed by a third party. If the work is an intellectual work, however, the consent of the heirs is required.
- 12.3. In the case of several authors, the right to withdraw from the contract in accordance with Paragraph 2 shall apply to all of them vis-à-vis the Publisher if one of them dies.
- 12.4. The right of withdrawal in accordance with paragraph 2 sentence 1 expires if the Publisher does not exercise it within weeks of being requested to enter text by an heir legitimated by certificate of inheritance. In the case of paragraph 3, a co-author is also entitled to the request.

13. Change in the ownership or programming structure of the publishing house

- 13.1. The Publisher is obliged to notify the Author if there is a significant change in his ownership or shareholding. A change is substantial if the publishing house or a part of the publishing house to which the Author's Work is attributable is sold or if there is a change in the ownership or voting rights of a company operating the publishing house compared with the situation at the time of conclusion of the contract by at least 25% of the capital or voting rights.
- 13.2. If the contract has not yet commenced with the production of the Work, the Author is entitled to withdraw from this contract by written declaration to the Publisher if a change in accordance with paragraph 1 results in such a fundamental change in the structure and tendency of the publishing programme that the Author cannot reasonably be expected to adhere to the contract in view of the nature of his work and taking into account the publishing programme existing at the time of conclusion of this contract.
- 13.3. The right of withdrawal can only be exercised within a period of [XXX] month after receipt of the Publisher's notification pursuant to paragraph 1.

14. Special agreements

- 14.1. [if needed – all special requests here]

15. Final provisions

- 15.1. The Author is obliged to inform the Publisher of his current address in writing by registered letter with every change of residence. The Author's address as stated in the contract or the Author's last address communicated by registered letter shall apply to the Publisher's obligations of notification under this contract and under copyright law.
- 15.2. Amendments and supplements to this contract, including the waiver of this clause, must be made in writing, which can also be ensured by concurring declarations in letter form.
- 15.3. The law of the Federal Republic of Germany shall apply to all legal relationships resulting from this contract.
- 15.4. The invalidity or ineffectiveness of individual provisions of this contract shall not affect the validity of the remaining contractual provisions. In such a case, the Parties shall be obliged to replace the invalid provision with one that achieves the economic and legal purpose intended by the invalid provision to the greatest extent possible. The same obligation shall apply if the contract contains a loophole.
- 15.5. The place of performance for all obligations arising from this contract is the registered office of the Publisher, currently in Berlin. If the Author is a merchant or has no general place of jurisdiction in the Federal Republic of Germany, Berlin is agreed as the place of jurisdiction.

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(Place / Date)

(Place / Date)

(Author)

(Publisher)