

## **Publishing contract**

between the

**Cuvillier Verlag, Nonnenstieg 8, 37075 Göttingen**

and

**Name:**

**Street:**

**Postcode, City:**

### **§ 1 Subject matter of the contract**

(1) The subject of this contract is the publisher's publication project (a work published by the publisher with contributions from various authors) under the title/working title

**XXX**

**ISBN:**

**Number of pages: XXX    thereof color pages: XXX**

(2) The publisher assures that he has obtained the exclusive copyright usage rights to the work from the authors and that he has not made any dispositions to date that conflict with the rights granted in this contract. This also applies to the text and image templates supplied by the contractual partner, the rights of use of which are held by the contractual partner or the authors. If he offers the publisher text and image templates for which this does not apply or is not certain, he must inform the publisher of this and of all legally relevant facts known or recognizable to him. If the publisher commissions the contractual partner with the procurement of third-party text or image templates, a special agreement is required.

(3) The contracting party shall indemnify the publisher against all third-party claims asserting rights to the text and image material supplied. This also includes the costs incurred for legal defense, regardless of the likelihood of success of a defense.

## **§ 2 Granting of rights**

### **(1) Book publication:**

- a) The publisher transfers to the publisher the exclusive right to reproduce and distribute (publishing right) the work for all printed editions and for all editions without limitation in number of copies for the duration of the statutory copyright.
- b) The publisher is at liberty to use parts of the work published by him in articles in journals or specialist journals, stating the source.

### **(2) Electronic publication:**

For the purpose of the best possible distribution of the work, the publisher also grants the publisher the exclusive right to reproduce and distribute the work electronically, in particular the rights necessary for the distribution of the work on CD-ROMS or in eBooks or book-on-demand. This right is granted without any obligation of use for the publisher.

### **(3) Online publication:**

The publisher is also granted the right to make the work available on the Internet, e.g. as a pdf file or in another file format. This right is granted in the sense of an exclusive right of use without any obligation to use.

### **(4) Furthermore, the publisher undertakes not to grant any other third parties the right to make the work publicly accessible, reproduce or distribute it.**

## **§ 3 Publishing services**

(1) The publisher shall reproduce and distribute the work. The Publisher shall determine the distribution channels at its own discretion.

(2) The editor shall present the publisher with a version ready for printing.

(3) The publisher shall accept the publisher's draft insofar as it complies with the publisher's requirements. Any necessary corrections shall be made at the publisher's own expense. Corrections can also be commissioned from the publisher for a fee of 80 € per hour (plus VAT).

(4) The first edition of the work is then published. The layout, book cover, number of copies, delivery date and advertising measures shall be determined by the publisher at its own discretion, taking into account the purpose of the contract and the prevailing practice in the publishing book trade for editions of this type.

## **§ 4 Selling price**

(1) The Publisher shall be responsible for setting and changing the retail price. The retail price of the work is €XX.XX (including VAT) per copy.

(2) After expiry of the fixed price period in accordance with § 8 of the law on fixed prices for books (BuchPreisG), the publisher may release the work from the fixed price and discount it at its own discretion.

## **§ 5 Costs for print data production**

The publisher shall not incur any costs for the production and creation of print data (printing costs); these shall be borne by the publisher.

## **§ 6 Sales fee**

- (1) The publisher shall receive 20% of the sales price excluding VAT and book trade discount from the 20th book copy sold each year. This fee includes the remuneration for all rights granted in accordance with § 2 of this contract.
- (2) Invoicing shall take place annually for the previous year by July 31 of the following year. The publisher shall pay the claim resulting from the statement to the author within 8 weeks of sending the statement to the account details provided.
- (3) Obligatory, review, advertising and review copies shall be free of charge; the same shall apply to copies and postage substitutes as well as copies purchased by the author at a reduced price for his/her own use.

## **§ 7 Author's copies**

- (1) The publisher may purchase copies at a reduced price of € XX.XX per copy for his own use. The shipping costs shall be borne by the publisher.
- (2) The publisher is not authorized to sell copies of the work himself.

## **§ 8 New editions/ publishing program**

- (1) The publisher shall inform the editor in good time whether and when he intends to publish a new edition of the work. The publisher must then declare within 2 months of receipt of the notification whether it will undertake a new edition. If the publisher does not respond within this period, the publisher may organize an unchanged new edition.
- (2) Significant changes in type and scope within the scope of a new edition require the consent of the publisher.
- (3) If the publisher wishes to edit or expand his work himself, the publisher shall have the option to take over the publishing rights to the planned work. The publisher shall declare within 2 months of submission of the manuscript whether it wishes to exercise this option and claim the publishing rights. If the publisher declines, the author may dispose of the rights elsewhere.
- (4) The publisher agrees that the publisher may archive the work with the VLB (Verzeichnis lieferbarer Bücher) if the work has not been sold for a period of 18 months.
- (5) If the title has not been sold for 5 years, the publisher has the right to maculate the print copies in stock or to make them available to the scientific community for a flat-rate shipping fee.

## **§ 9 Extraordinary termination**

- (1) Both parties to the contract are entitled to terminate the contract in writing with a notice period of 3 months to the end of the quarter.
- (2) In the event of termination by the publisher, the latter shall be obliged to take over any copies still available at the publisher's price after expiry of the notice period.

## **§ 10 Final provisions**

- (1) In addition, the rules of copyright and publishing law shall apply.
- (2) The publisher is obliged to identify the editor as the publisher of the series in an appropriate manner.
- (3) When publishing the work, the publisher is obliged to include the copyright notice in accordance with the Universal Copyright Convention.
- (4) The rights and obligations in this contract shall also apply to the legal successors of both parties. In the case of a majority of heirs, an authorized representative must be named to the publisher.
- (5) Insofar as this contract does not contain any provisions, the general statutory provisions of the law of the Federal Republic of Germany and the European Union shall apply. The invalidity or ineffectiveness of individual provisions of this contract shall not affect the validity of the remaining provisions. The parties shall then be obliged to replace the invalid provision with a provision whose economic and legal meaning comes as close as possible to that of the invalid provision.

**For the publisher:**

Göttingen, 12. May. 2025

**the editor:**

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