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## Author's Contract with GMS CURAC

## § 1 Subject Matter of the Contract

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

**Author:**

**Title:**

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 Current Topics in Computer and Robot Assisted Surgery (in the following: GMS CURAC) standard texts or master illustrations for which this does not apply, or where it is uncertain if this applies, then he has to inform GMS CURAC about it and about all recognizable legally relevant facts known to him. As soon as GMS CURAC 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 GMS CURAC 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 GMS CURAC the basic right of duplication and circulation of machine readable data media and their safeguard media.
2. The author transfers to GMS CURAC 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 GMS CURAC the right for the translation into the English language.
4. The author transfers to GMS CURAC the right to Print-on-Demand-Production.
5. If GMS CURAC 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. GMS CURAC 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. GMS CURAC 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. GMS CURAC is obligated to appropriately identify the author as originator of the work.
2. GMS CURAC 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 GMS German Medical Science

1. GMS CURAC 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) GMS CURAC or relevant parts of GMS CURAC are sold;
b) in the distribution of the property of a company operated by GMS CURAC, 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.


Place, Date                                    Signature of the corresponding author