

Author's Agreement

Deposit of an electronic publication on KUPS, the institutional repository of the University and City Library of Cologne (UCL)

Please complete and sign this form and hand it over to the Tauschstelle, University and City Library of Cologne, Universitätsstr. 33, D-50931 Köln.

The contract can be filled out directly on the screen!

Name, First Name
<u>Address</u>
Faculty/Department/Institute
Phone number and/or Email
Type of publication
Title of publication/dissertation/final thesis

Date of oral exam (disse	ertations/final thes	<u>es only)</u>	
Referee (dissertations/fir	nal theses only)		

I Granting of rights by the author and duties of the author

- 1. The author grants the University and City Library of Cologne (hereinafter referred to as UCL) the non-exclusive simple right to make the publication including abstract and metadata freely available for internet use, to disseminate, copy and to store it on the repository for an unlimited period of time and free of royalities. The right applies to all known and not yet known types of use.
- 2. To ensure long-term archiving and accessibility the UCL is granted the right to create copies or to convert the publication into another electronic or physical formats.
- 3. The author aggrees to the bibliographical metadata of the publication being extended or modified by the UCL according to library standards.
- 4. The author grants the UCL the right to make the publication and the metadata available free of charge to libraries, archives and if applicable to aggregators and databases which have national, regional or specialist collection mandates for providing and archiving according to applicable law (e.g. German National Library, FID libaries)
- 5. The author still has the right to use her or his publication as a whole or in parts for a later publication (e.g. with a publisher) provided no rights are restricted which contradict this declaration.

Il Copyright and personal rights, third party rights

- 1. If the publication contains personal data (curriculum vitae, addresses, dedications, etc.), the author decides to what extent this data is included in the electronic version that is published in KUPS. By submitting the electronic version to KUPS, the author grants the UCL permission to store and publish any included personal data.
- 2. The author also permits the UCL to publish his/her own personal data and those of third parties which are part of the metadata. The same rights also apply for the dissemination to the institutions mentioned under I 4.
- 3. The author warrants that the electronic publication or parts thereof does not violate the rights of third parties (e.g. publishers, co-authors) and does not breach the law. The

author indemnifies the UCL against third parties. This also includes the costs of any required legal representation incurred by the UCL. The author is obliged to inform the UCL immediately, if prospective or real violation of third party rights are asserted after publication. In this case, the library is entitled to remove the complete publication or parts of it from the internet.

4. In the case of co-authors or co-creators, the signing author warrants to act on behalf of all parties involved.

III Service of the operator

- 1. The publication is disseminated on the internet by the UCL as long as it is possible to do so with justifiable effort within the technical framework, but at least five years starting from the date of deposit.
- 2. In case of violations against scientific integrity in published content which could harm the reputation of the University of Cologne as well as in the case of publications that contain extremist, anti-constitutional, violence-glorifying, pornographic or other criminal content, the UCL is entitled to remove the content in whole or in part from KUPS without prior notice.
- 3. The UCL guarantees that the integrity of the content is preserved in case of a necessary conversion into another data format or another physical form.

IV Final theses (dissertations, habilitation theses, examination work)

1. The author confirms that the electronic version of the dissertation/habilitation thesis/examination (with or without curriculum vitae*) delivered by the author completely conforms with the version accepted and approved by the faculty/examination board. Subsequent changes to this version are only possible with the explicit consent of the dean's office / faculty / examination office.

V Notification

1. The author is aware that the repository of the UCL is indexed or harvested by search engines (e.g. Google, Google Scholar, Base) at regular intervals and that contents (full texts, metadata) are searchable.

* Please delete as appropriate

Place, date and signature

(Release November 2019)