

Editing and Publishing Conditions

The publishing house reserves the rights to edit texts and to decide which of the contributions are published, regularly online and in addition in a printed version.

Copyright and rights of use, declaration of consent

- (1) The Contractor grants the ICE Consortium an unlimited, non-exclusive right in terms of space, time and content to use the copyrighted works created as part of the project „European Renaissance in the Making“ for all known and unknown means of use. This right of use includes the right to utilize individual parts or the entire contractually agreed work in conjunction with other works not originating from the Contractor.
- (2) The rights granted pursuant to paragraphs 1 include, in particular, the right to use the works (referred to in the following as a whole as “the contractually agreed work”) in the following ways:
 - a) The right to make the contractually agreed work publicly accessible to any number of users free of charge or for purchase by means of digital or other storage or data transmission technology, with or without intermediate storage, in such a way that users have access to the contractually agreed work from a place and at a time selected individually by them and they can store and/or download and/or play back this work via TV, PC, eBook, mobile telephone or other wired or wireless appliances, for example via the internet, UMTS, cable, satellite, mobile service or other transmission paths (in particular push-, pull-services such as podcasting) including interactive use of the work and use of the work in social media networks such as Facebook (right to make publicly accessible, online right).
 - b) Reproduction and dissemination on electronic/digital – including interactive – data storage media (electronic/digital offline right) without limitation of number of units. The offline right includes in particular the cassette, video, CD, CD-ROM, Mini-CD, DVD and eBook reading devices.
 - c) Reproduction and dissemination in printed form for all editions (e.g. study edition, school edition, special edition) and in unlimited print-runs (printing right). The printing right embraces in particular hard-cover editions, paperback editions, microcopy, microfiche and microform editions, reprints, magazines, newspapers, collected works and photomechanical processes including telecopy, via all distribution channels such as retail bookshops, other retailers selling books, book clubs, open and closed user groups and in all formats such as mini, normal, midi and jumbo format, and as print on demand or as special editions for the visually impaired.
 - d) The right to broadcast, i.e. the right to make the contractually agreed work available to the public by radio and television broadcasting, satellite broadcasting, cable broadcasting or similar technical means.
 - e) The right to retransmit via cable, i.e. the right to retransmit the contractually agreed work as part of a programme retransmitted simultaneously, unchanged and in its entirety via cable systems or microwave systems.
 - f) The right to play back broadcasts, i.e. the right to make broadcasts of the contractually agreed work available to the public by screen, loudspeaker or similar technical devices.
 - g) The right to advertise and use clips, i.e. the right to use excerpts from the contractually agreed work for advertising purposes (e.g. programme previews, tie-in advertising, measures to advertise the respective licence-holder in the form of image trai-

lers, programme documentations, etc.). This includes the right to advertise the contractually agreed work in the manner customary in the industry (e.g. on television, in the cinema, on videograms, in printed publications or on the internet).

- h) Translation into any number of languages and dialects whilst upholding the statutory moral rights of the right holder. This includes the use of the translations pursuant to letters a) to g) above.
 - i) Processing, redesigning and/or unrestricted further development and exploitation in conjunction with other works. This includes the use of the processed versions pursuant to letters a) to g) above.
 - j) Processing and recording as an audio book or an audio play on any storage medium (letter b)) and the reproduction and dissemination, public playback, transmission and making available to the public (letter c)).
 - k) Public lecture by third parties.
- (3) The ICE Consortium is entitled to transfer all user rights to third parties or to grant them licences to use the contractually agreed work.

Guarantees and Assurances

The Contractor guarantees that no rights of third parties in the contractually agreed work or in the related materials procured by him/her exist, which could limit or interfere with utilization by the ICE Consortium, and as a precaution releases the ICE Consortium from all claims of third parties.

Contract and Remuneration

- (1) The contractual relationship begins with sending in the contribution.
- (2) The contribution is provided without numeration.

Final Provisions

- (1) Alterations and additions to this contract must be in writing and signed by both parties. This is also applicable to cancellation of the requirement that alterations and changes must be in writing.
- (2) Should a provision in this agreement be inoperative or invalid, this does not affect the operation of the contract in any other respect. Instead the invalid provision must be replaced by a legally admissible one, which in content and commercial effect comes closest to the invalid one.
- (3) German law applies to this contract. Cologne, insofar as legally permissible, is the agreed place of jurisdiction.