# Terms and Conditions for Authors

# § 1 Subject Matter

(1) These Terms and Conditions for Authors apply to agreements that authors make with one of the following companies of the TammMedia Publishing Group (hereinafter "publisher") with regard to the writing of manuscripts for print objects and/or online platforms:

Maximilian Verlag GmbH & Co. KG Stadthausbrücke 4 20355 Hamburg Germany

Schiffahrts-Verlag "Hansa" GmbH & Co. KG Stadthausbrücke 4 20355 Hamburg Germany

Mittler Report Verlag GmbH Beethovenallee 21 53173 Bonn Germany

K&K Medienverlag-Hardthöhe GmbH Beethovenallee 21 53173 Bonn Germany

(2) The author or the department commissioning the author (hereinafter "**author**") assures that he/she alone is entitled to dispose of the copyright to the manuscript that is exclusively made available to the commissioning publisher.

(3) The author is responsible for ensuring that his/her manuscript does not infringe the rights of third parties, in particular with regard to illustrations. If the publication of illustrations is subject to obtaining the corresponding rights of use, the author must obtain these before delivering the manuscript to the publisher.

#### § 2 Granting of Rights

(1) The author transfers to the publisher the exclusive right to publish and distribute (copyright) the manuscript for all products of the respective publisher without limitation of the number of copies and for all languages. This explicitly includes the possibility of repeated publication in other print and online media of the publisher.

(2) The author grants the publisher the right to edit/correct the manuscript before publication, to translate it if necessary and to store it electronically.

(3) When exercising its rights, the publisher is obliged to respect the author's copyright.

(4) The author shall hand over the manuscript free of third party rights (this also applies to any illustrations used) and shall indemnify the publisher from any claims made by third parties.

(5) The author shall be responsible for obeying compliance rules and regulations of his/her respective organisation or department when creating and honouring articles; obeying these rules and regulations shall not be the publisher's responsibility.

#### § 3 Manuscript Delivery

(1) The author shall provide the manuscript in electronic form in a standard word-processing format by the delivery date specified by the publisher. If the manuscript is not provided on time, the publisher reserves the right to withdraw from the agreement.

(2) If the subject matter of the manuscript does not correspond to the content agreement made with the publisher, the publisher has the right to withdraw from the contract. If the publisher does not make use of its right of withdrawal within 6 weeks, the manuscript shall be deemed to have been accepted. In this case, payment shall be made immediately. The publisher is entitled, but not obliged, to publish the manuscript.

### §4 Fee

(1) The author shall receive a fixed fee for his/her services, the amount of which shall be determined by the parties within the agreement. If the author writes the manuscript on official business, the fee rates set by the publisher shall apply.

Any value-added tax payable on the fee shall be additionally reimbursed by the publisher.

(2) The fee pursuant to paragraph 1 shall apply as a lump sum to all publications, including subsequent publications in publishing products of the TammMedia Publishing Group, irrespective of the type, scope or circulation of the publication.

(3) The fee will be settled and paid within 14 days after publication of the manuscript.

(4) In connection with the payment of the fee, the author receives a specimen copy (either printed, in PDF format or in the form of an online link) of the respective publishing product.

# § 5 Copyright

The publisher is obliged to identify the author as the author of the work in an appropriate manner, even without the author's explicit instruction.

#### § 6 Data Protection

When handling your data, we comply with the directives laid down in the General Data Protection Regulation of the European Union

## § 7 Severability Clause

(1) If a stipulation of this agreement is or becomes invalid, the contractual force of the remaining agreement shall not be affected. The invalid stipulation shall be replaced, supplemented or reinterpreted, so that the intended purpose can be achieved as far as possible.

(2) Amendments and supplements to this agreement must be in writing in order to be effective. The same applies to the subsequent amendment or cancellation of this written form clause.

(3) German law shall apply.