

Author License Agreement

This agreement has been approved by and entered into between

Name: _____
 Full postal address: _____

(hereinafter referred to as "Author")

and the

European Mathematical Society
 Department of Mathematics and Statistics
 P.O. Box 68
 00014 University of Helsinki, Finland

(hereinafter referred to as the "Proprietor")

represented by

European Mathematical Society – EMS – Publishing House GmbH
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 Technische Universität Berlin
 Straße des 17. Juni 136
 10623 Berlin, Germany

including the imprint EMS Press

(hereinafter referred to as "Publisher").

Preamble

The Proprietor publishes its journal **Quantum Topology** with the Publisher, which is a subsidiary of the not-for-profit *European Mathematical Society* and is dedicated to the publication of high-quality peer-reviewed books and journals in all fields of mathematics. The Author seeks to publish their article in the Proprietor's journal.

Against this background, the Author agrees upon the following.

§1 Subject of the Agreement

Subject of this agreement (hereinafter referred to as the "Agreement") is the publication of the article

Title: _____

by the Author and, if applicable, by the

Co-author(s): _____

(the article is hereinafter referred to as “Work”, the co-author(s) as “Co-Authors”, and the Author together with the Co-Authors as “Authors”)

in the Proprietor’s journal

Quantum Topology

which is published by the Publisher.

All further rights and obligations of the Author are set forth in the following sections and Annex A, which is an integral part of the Agreement.

§2 Granting of Rights

With the signature of this Agreement, the Author grants the Proprietor the rights in the Work according to Annex A.

§3 Warranty and Indemnity

The Author warrants, that

1. the Author is authorized by the Co-Authors to enter into this Agreement.
2. the Authors are the sole authors of the Work and the exclusive owners of all rights to the Work and its content granted to the Proprietor according to §2 and Annex A;
3. all statements of fact in the Work are true to the Author’s knowledge, and are based on diligent research;
4. the Work, in whole or in part, has not already been published and has not been submitted for publication to another publisher;
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6. the Work and its publication through the Proprietor, and/or through third parties, including, but not limited to the Publisher do not infringe copyrights, ancillary copyrights, trademark rights, personal rights or other rights of third parties or violate any statutory provisions.

In addition, the Author agrees to indemnify, defend and hold the Proprietor harmless against any and all justified claims, losses, damages and costs, including statutory attorney’s fees, arising from or related to a breach of the warranties above.

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The Author retains copyright and reserves all proprietary rights other than the ones stated in Annex A, including patent rights.

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The Author agrees that the publication of the Work shall constitute an adequate consideration for the obligations of the Author according to this Agreement, in particular the granting of rights in accordance with §2 and Annex A, and that therefore no remuneration of the Author is required. Sec. 32, 32a German Copyright Act ("Urheberrechtsgesetz", UrhG) remain unaffected.

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The Author agrees that the Proprietor is entitled to publish the Work with an indication that the Proprietor holds the rights, e.g., "© YYYY European Mathematical Society" where YYYY is replaced with the publication year.

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§6 Miscellaneous

Privacy Policy. Information on the processing of personal data can be found in the Privacy Policy available at the Publisher's website <https://ems.press>.

Term. The Agreement shall enter into effect upon signature of the Author and shall be concluded for an indefinite period of time

Entire Agreement. The provisions of the Agreement shall form the entire agreement of the Parties and shall supersede all prior written or oral agreements and declarations of intent by the Parties with respect to the subject matter hereof.

Written Form Requirement. Any amendments or additions to the Agreement shall be in writing. This also applies to the alteration, supplementation or amendment of the aforementioned written form requirement. The precedence of an individual amendment (Section 305b BGB, Bürgerliches Gesetzbuch / German Civil Code) shall remain unaffected.

Severability. Should any provision of the Agreement be or become void, the validity of the other provisions shall not be affected thereby. In this case the Parties are obliged to replace the ineffective provision by an effective clause which most closely corresponds to the invalid clause as far as the economic purpose of the Agreement is concerned. The aforesaid shall apply correspondingly for unintentional gaps or loopholes.

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Place of Performance and Place of Jurisdiction. Place of performance shall be Berlin. Exclusive place of jurisdiction for all disputes arising out of or in connection with this Agreement shall be Berlin, provided that the Author is a merchant within the meaning of the German Commercial Code (Handelsgesetzbuch, "HGB") or if upon the commencement of legal proceedings, the Author has no place of business or ordinary residence in the Federal Republic of Germany.

Author's
signature:

Date:

Annex A. Granting of Rights

The purpose of the granting of rights under §2 of the Agreement and this Annex A is to enable the Proprietor also by involving third parties, including, but not limited to the Publisher, to (i) exclusively produce, publish and distribute (including advertising measures) the Work, including the publication of the Work under Open Access licenses such as the Creative Commons Attribution 4.0 (CC BY 4.0) and later versions thereof, and (ii) to carry out any and all uses of the Work technically necessary to this end.

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The right set forth in this Annex A shall, without any obligation to undertake such use, in particular include, but not be limited to, the following uses:

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10. to reproduce and make available the Work - also free of charge - within the framework of electronic search programmes (e.g. Google Scholar, LIBREKA, Amazon Search Inside the Book or Google Book Search) and to allow third parties to research the Work and to download and print out extracts of the Work free of charge;
11. to translate the Work into other languages and to use the translation for the purposes as set forth in this Annex A;
12. to produce read aloud versions of the Work and to transfer the Work to audio recording carriers, image and image/sound recordings carriers, and to reproduce, distribute and communicate the result of this transfer to the public;
13. to use the Work for advertising purposes for the activities of the Proprietor and the Publisher.

As far as the purposes of the granting of rights set out in this Annex A require, the Proprietor shall be entitled to grant third parties, including, but not limited to the Publisher, non-exclusive or exclusive licenses or transfer the rights granted to the Proprietor under this Annex A to third parties, including, but not limited to the Publisher, whether used in full or in part and without the Author's prior consent.