

Contract for the publication of a scientific article

between

Name of author (please print): _____

Affiliation (please print): _____

- hereinafter referred to as "the Author" for short -

and

Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e.V.,
represented by its Managing Board:

Prof. Dr.-Ing. habil. Prof. E.h. Dr.-Ing. E.h. mult. Dr. h.c. Reimund Neugebauer, President

Prof. (Univ. Stellenbosch) Dr. rer. pol. Alfred Gossner

Dr. rer. publ. Alexander Kurz

for the

Fraunhofer Additive Manufacturing Alliance
c/o. Fraunhofer Institute for Production Technology IPT
Steinbachstrasse 17
52074 Aachen
Germany

in which the following is agreed:

§ 1 Object

The Author undertakes to give Fraunhofer Additive Manufacturing Alliance an article / a manuscript with the title
(please print)

.....
for publication.

The working title of the work in which the article is to be included is

DDMC 2014 – Proceedings of the Fraunhofer Direct Digital Manufacturing Conference

§ 2 Author's obligations

2.1 The Author gives his assurance that the work will be in line with the latest factual developments, knowledge status or state of scientific discussion for the area or subject matter covered.

2.2 The Author will provide a manuscript the content of which is complete.

§ 3 Scope, delivery and acceptance of the work

3.1 The manuscript, illustrations and tables will be supplied to Fraunhofer Additive Manufacturing Alliance in the form of editable files. Further details will be agreed separately.

3.2 The Author will supply the manuscript and the illustration masters to Fraunhofer Additive Manufacturing Alliance in digital form by **January 31, 2014**.

§ 4 Rights

4.1 The Author gives his assurance that the work and the text and/or image templates that he himself has obtained from elsewhere do not infringe any rights of third parties, that he alone is authorised and that he alone holds the author's rights of use in these. He must have all the rights necessary for the production and distribution of the work assigned to him in writing by any other rights holders and will if necessary name the sources correctly.

He gives his assurance that he has to date not agreed to any granting of rights, in whole or in part, that contravene the following provisions.

4.2 If, for legal reasons, the Author is unable to give the assurances described in the above point 4.1, or if he has doubts about his authority to do this, he will inform the Institute immediately as soon as he becomes aware of the actual or assumed legal obstacle. Furthermore, the Author undertakes, in the event of any violation of the rights of third parties caused by him, to take full responsibility for the violation of such rights and to bear the burden of any legal claims against Fraunhofer Additive Manufacturing Alliance.

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4.6 Fraunhofer Additive Manufacturing Alliance may grant licences to the usage rights according to point 4.3 to third parties or may assign such rights to the Fraunhofer publishing house in Stuttgart.

4.7 If Fraunhofer Additive Manufacturing Alliance exercises a right of use, it shall inform the Author before publication, especially of a translation.

§ 5 Release from liability

If the Author is responsible for shortcomings in the work (such as errors in content or meaning, or printing errors), he shall hold Fraunhofer free from guarantee and compensation claims by third parties. Furthermore, the Author shall hold Fraunhofer free from any claims by third parties who have assisted in preparing the texts and illustrations and in creating the manuscript.

§ 6 Naming of the Author

Fraunhofer Additive Manufacturing Alliance is obliged to name the author in the inside of the work every time the article / manuscript is published, even if it is not expressly instructed by the Author to do so.

§ 7 Fee

The Author will not receive a fee.

§ 8 Determining the shop price, spoilage

The Fraunhofer publishing house is responsible for determining the shop price and price changes as it thinks best.

§ 9 Prevention of corruption

In accordance with the "Federal Government Guideline to Prevent Corruption in the Federal Administration dated 30 July 2004"

The Author undertakes not to exercise any influence on the decisions of the employees of the publishing house or other third parties by offering or giving favours.

§ 10 Final provisions

10.1 Amendments and additions to this Contract must be in writing. No secondary agreements have been reached orally.

10.2 If individual provisions of the Contract are null and void or legally invalid, this shall not affect the validity of the other provisions. The Contract Parties are then obliged to replace the deficient provision by a provision that comes as close as possible commercially and legally to that provision.

10.3 The place of performance and legal venue is Munich.

..... (place), (date)

..... (place), (date)

Fraunhofer Additive Manufacturing Alliance

Author