

Licence Agreement

The Federal Republic of Germany
represented by the Bundesministerium für Verkehr und digitale Infrastruktur
(Federal Ministry of Transport and Digital Infrastructure)
represented by the Bundesanstalt für Wasserbau
(Federal Waterways Engineering and Research Institute),
Kußmaulstraße 17,
76187 Karlsruhe, Germany

- hereinafter referred to as "BAW" -

and

Firstname Lastname	
Institution:	
Address:	

- hereinafter referred to as "Rights Holder" -

Preamble

The purpose of the present agreement is to achieve a high level of knowledge quality as well as of knowledge transfer of publications by making them available in the repository HENRY, which is operated by the BAW. With this licence agreement the valid boundary conditions are clarified.

Section 1

Purpose of the Agreement

The Right Holder puts the following articles at BAW's disposal

Title/Metadata:

The articles are made available to the public via BAW's repository HENRY.

Section 2

Grant of Non-Exclusive Licence

(1)

The Right Holder grants BAW the non-exclusive licence to his contribution. The licence includes the right to publish the said contribution in the worldwide web and to make it available to the public. The licence is not limited regarding its content or duration and is valid worldwide.

(2)

The right of use includes the right to sublicense as follows:

The Licensee may, without the prior consent of the Licensor, license and sublicense the Contribution to third parties for the purpose of making it available in the HENRY Repository as follows

CC BY 4.0

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or

CC BY- NC-ND

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(3)

BAW has the right to revise and adapt the given text and figures for formatting purposes. Changes of the content or major stylistic changes will be made available to the Right Holder and have to be affirmed by him. The BAW has the right to save the supplied documents in its long-term archives and, if necessary, to transform them into other electronical formats.

(4)

The data of the articles can be found via the following search tool, specific libraries and data basis:

- Google und andere allgemeine Suchmaschinen
Google and other general search engines
- Google Scholar – allgemeine Literaturrecherche wissenschaftlicher Dokumente
Google Scholar – general literature search of scientific documents
- BASE – Bielefeld Academic Search Engine
- DNB – Deutsche Nationalbibliothek (German National Library)
- CORE – Sammlung wissenschaftlicher Dokumente
CORE – collection of scientific documents

- Unpaywall – Sammlung wissenschaftlicher Dokumente
Unpaywall – collection of scientific documents
- OpenAIRE – Sammlung wissenschaftlicher Veröffentlichungen
OpenAIRE – collection of scientific documents

If desired, the meta data and full texts can also be delivered to the DDB (Deutsche Digitale Bibliothek).

Section 3 Financing

Generally no reimbursement will be made to the Right Holder for granting a non-exclusive licence. All costs for preparing and publishing the articles in HENRY are borne by the BAW.

Section 4 Permissions

The Right Holder confirms that all provided text, graphics, diagrams and photographs are either original contributions created by the Right Holder himself or that he has the permission to grant a non-exclusive licence of the work made in this contract for third parties.

Section 5 Term and Termination

This Agreement shall enter into force when signed by both parties.

This Agreement is valid for an indefinite period and can be terminated with a half year's notice until 30th June or end of a calendar year.

Section 6 Additional Agreements

In HENRY BAW will refer in an adequate manner to the articles made available by the Right Holder. A cover is added automatically to the articles, which contains the bibliographic data, a proposal for a quotation and the relevant licence.

No modifications to this Agreement shall be valid unless made in writing. This stipulation requiring written form can likewise only be waived in writing.

If any provision of this Agreement is or becomes invalid, or if there are any loopholes in the Agreement, this shall not affect the validity of the remaining provisions. In place of the invalid provision, or to close any possible loophole, the parties to the Agreement shall agree on an appropriate provision which comes as close as legally possible to what the Parties wanted to agree in view of the intent of this Agreement.



In case of quarrels occurring from this Agreement the parties will first contact the Federal Ministry of Transport and Digital Infrastructure.

The legal venue is Karlsruhe, Germany.

Place, date

signature