

OPUS-HSO | Transfer of Usage Rights

1. The authors grant Hochschule Offenburg a non-exclusive right of use with regard to their works (full text, abstracts and research data, among others) for the duration of the legal protection period. The granting is made without any restriction in time, place or content.
2. The following rights are granted:
 - to store the submitted materials in electronic form
 - to make the submitted materials publicly accessible in national or international data networks according to §19a UrhG (German Copyright Act) or to make them accessible in the university network to university members as well as library visitors and thus to allow a large number of users to save, print and copy
 - to machine-analyze the transmitted materials and to make the copies required for this purpose
 - to report and transfer the transmitted materials to long-term archiving agencies
 - to make the metadata, in particular the abstract and table of contents, accessible and usable to anyone without restriction
 - to convert the submitted materials into other electronic formats, insofar as this is technically necessary for the uses permitted under this agreement.
3. Hochschule Offenburg is entitled and obligated to transfer these rights in whole or in part to the German National Library and the two state libraries of Baden-Württemberg (in Stuttgart and Karlsruhe) as the responsible deposit libraries and to transfer the transmitted materials, including the abstract, to them.
4. Hochschule Offenburg undertakes to support the authors in their publication projects, to archive the materials and to keep them permanently available at economically justifiable expense. The authors are solely responsible for the content of the materials.
5. The authors are obliged to clarify any copyrights and exploitation rights of third parties that may be affected or to obtain their consent. If authors become aware of the existence or development of legal obstacles, they will inform the library of Hochschule Offenburg immediately and in writing. Hochschule Offenburg is not liable for damages resulting from the violation of copyrights and exploitation rights and fully indemnifies the Hochschule from all claims of third parties as well as all related costs.
6. The copyrights of the authors will be preserved. By granting a Creative Commons license, certain rights of use can be transferred to the general public. A publication in OPUS-HSO does not prevent further publication of the materials in journals or monographs as well as on other servers.
7. The metadata of the materials published in OPUS-HSO may be retrieved via the OAI interface, stored and made available (if necessary in enriched form or in selection) to third parties by anyone. In the case of initial electronic publication in OPUS-HSO, the link to the access point must be provided in the form of the URL or URN.
8. This agreement ends automatically if the right to use the materials reverts to the copyright holder due to a recall of rights according to the regulations of the copyright law or for other legally relevant reasons.
9. Should one of the provisions of this agreement become invalid or no longer feasible due to changes in the legal situation and/or changes in case law, it will be replaced by a provision that corresponds to what is actually and legally intended. The remaining provisions will continue to apply.