

# Author's agreement

Between

**IREB GmbH,**

Mahlbergstr. 25, 76189 Karlsruhe,

**- hereinafter referred to as "IREB" -**

and

**Mr./Ms.** \_\_\_\_\_  
 \_\_\_\_\_

**- hereinafter referred to as "Author" -**

the following shall be agreed upon:

## § 1 | subject matter of agreement

1. Subject matter of this Agreement shall be contributions in the form of text and images, etc. on the subject of requirements engineering (hereinafter also designated as "work") to be created by Author for IREB's online RE – the magazine (hereinafter designated as "magazine").
2. Unless otherwise stipulated between IREB and Author, Author shall not be obligated to submit works for publication (at specific time intervals). However, if Author declares – vis-à-vis IREB – his/her willingness to create works for the magazine, Author shall be obligated to also make them available within the periods agreed upon with IREB.
3. Author shall be obligated to prepare the work in the form specified by IREB to ensure proper integration of the work into the magazine.
4. IREB's magazine has the purpose of professional exchange among scientists and practitioners working in the area of requirements engineering. The magazine is free of

charge for registered readers. IREB shall not owe to Author any remuneration of whatever kind.

## § 2 | granting of rights

1. For the period of the statutory term of copyright and any possible extensions of the term of copyright, and without restrictions in terms of space and contents, Author shall assign to IREB the non-exclusive, assignable right of use for the reproduction and propagation of the work within the scope of the magazine and for all language versions.
2. Without consultations with Author, IREB shall be entitled to revise the works provided by Author, especially shorten or edit them technically if this does not entail any substantial change of the work in terms of contents or style.
3. IREB may assign, wholly or in parts, to third parties the rights granted to it according to this Agreement, without the Author's consent being required in this respect.

## § 3 | guarantee; release

1. Author shall guarantee the professional accuracy of his/her works. He/she shall release IREB of any and all claims by third parties resulting from professionally incorrect or defamatory presentations.
2. Author shall ensure that he/she is the sole originator of the work and – with regard to the rights indicated in § 2 – that he/she is solely authorized to dispose of the work without any restrictions and that he/she has not made and also will not make any dispositions adverse to this Agreement. Author shall also fully release IREB insofar of any and all claims by third parties.
3. Moreover, Author shall release IREB of any and all other claims by third parties which they might possibly lodge against IREB under or in connection with the works submitted by Author.

## § 4 | rights and obligations of IREB

1. IREB shall not be obligated to publish the works made available by Author. If IREB effects a publication of the work, IREB shall be obligated to reasonably identify Author as the originator of the work.
2. IREB shall be furthermore entitled to delete the work, wholly or in parts, from the magazine if it turns out that the work is professionally inaccurate or if third parties are damaged or adversely affected by the work.
3. IREB shall not owe any specific publication period of the work. Accordingly, IREB shall be entitled, at its own discretion, to discontinue at any time the publication of the magazine or parts thereof.

## § 5 | term of contract; termination

1. The Agreement shall be valid for an indefinite period of time, unless it is terminated by one party with a period of notice of two months to the end of the month.
2. The right of extraordinary termination of the Agreement shall remain unaffected.
3. Termination shall require the written form.

## § 6 | subsidiary and final provisions

1. The law of the Federal Republic of Germany shall be applicable for all legal relationships resulting from this Agreement, with the exclusion of the UN Sales Convention.
2. The Regional Court of Karlsruhe (Landgericht Karlsruhe) shall have exclusive jurisdiction with regard to any and all disputes under and in connection with this Agreement.
3. The written form shall be required for any amendments and supplements to this Agreement, including the waiver of this clause. The voidness or invalidity of individual provisions of this Agreement shall leave unaffected the validity of the remaining contractual provisions. In such a case, the parties shall be obligated to replace the invalid provision by such a provision which realizes, as far as possible, the economic and legal purpose intended by the invalid provision. The same obligation shall apply if there is any gap in the Agreement.

-----  
-IREB-

Karlsruhe, -----  
-Place, date-

-----  
-Author-

-----  
-Place, date-