

# Publication Agreement

Between

*Last name, first name*

hereinafter referred to as the Author

and the

Deutsch-Chinesische Juristenvereinigung e.V.

hereinafter referred to as the Association

## Preamble

The Author and the Association intend to publish the author's academic text under a free license in the Zeitschrift für Chinesisches Recht/German Journal of Chinese Law (ZChinR/GJCL) that is published by the Association.

## § 1 Subject matter of the contract

The subject matter of the contract is the text with the working title *Working title of the text*, hereinafter referred to as "the work."

## § 2 Requirements for open access publication

1. The Author assures that he/she is fully entitled and able to publish his/her work under the Creative Commons Attribution 4.0 International (CC BY 4.0) license. For this purpose, the Author must have exclusive rights of use to the work that are unrestricted in terms of content, space, and time.
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## § 3 Fees/Remuneration

Neither the Author nor the Association is entitled to any fees for the publication.

## **§ 4 Licensing and license notice**

1. Licensing under the CC license takes place upon publication of the work. The Author transfers to the Association the simple rights of use required for the preparation of the publication of the work. After publication, the work will be used by the Association also on the basis of the CC license.

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The license notice will refer to the work in the version authorized for publication by the Author in accordance with § 5 (1).

The complete license notice reads

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## **§ 5 Obligations of the Association**

1. The Association, through the ZChinR editorial team, is responsible for the editorial supervision, proofreading, design, and technical production of the text as a PDF document and print template in accord with its discretion. The Association undertakes to submit the work to the Author for approval prior to publication.

2. The Association undertakes to make the electronic version of the work publicly available at the following location: <https://www.zchinr.org>. In addition, the Association undertakes to publish the work in printed form. The first edition will consist of about 150 copies.

3. The Association shall conduct a review process to ensure the substantive and academic quality of the work. This shall be carried out by a specialist editorial team featuring peer reviewers. The process shall be single-blind.

## **§ 6 Further obligations of the Author**

The Author undertakes to cooperate as necessary for publication of the work, in particular to approve the version of the work edited by the ZChinR editorial team in accordance with the editorial guidelines for publication.

The Author undertakes to produce the work in accordance with academic standards, including, in particular, academic treatment of the subject-matter, the accuracy of the data used, the transparency of the methods applied, and, where applicable, the accuracy of image citations.

## **§ 7 Submission and formatting**

The manuscript shall be submitted electronically to [zchinr@dcjv.org](mailto:zchinr@dcjv.org) in a file format suitable for further processing with Microsoft Word.

## **§ 8 Data protection**

1. The Author acknowledges and agrees, in accordance with Art. 6 (1) (a) of the EU General Data Protection Regulation (EU GDPR), that the Association may process and store his/her personal data (in particular name, ORCID if applicable, current place of work, address, email address, telephone number) that he/she has provided in connection with and for the purpose of publishing the work.
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3. The collection and permanent publication of the Author data provided for the purpose of this publication (academic title, first name, last name, ORCID if applicable, current place of work) in the printed and electronic editions of the ZChinR is necessary for the performance of this publication agreement, and the Association has a legitimate interest in this (Art. 6(1)(b), (f) EU GDPR). The Author acknowledges that once approved, this data can no longer be changed and cannot be deleted from the printed and electronic editions of ZChinR at a later date, as the information documents the status at the time of publication.

## **§ 9 General**

1. The invalidity or ineffectiveness of individual provisions of this contract shall not affect the validity of the remaining provisions. The parties shall find an appropriate solution and replace any defective provisions with provisions that best approximate the economic and legal aims of the defective provisions. In a case of doubt, a defective provision shall be held to be replaced by such a provision. The same shall correspondingly apply in the event of contractual gaps .

2. Amendments to the contract must be made in writing. This applies also to any amendment to the written form requirement.

3. The contract is subject to the law of the Federal Republic of Germany.

The Author

*(last name, first name)*

The Association

(Deutsch-Chinesische  
Juristenvereinigung e.V.,  
represented by the Managing  
Editor of ZChinR)