

Declaration of Consent



Magazine: WasserWirtschaft

Title of the article:

Name, postal address, and email address of the article's authors, respectively of their employer, insofar as the employer holds the usage rights to the article:

The article's authors, respectively their employer, insofar as the employer holds the usage rights to the article (respectively referred to hereinbelow as the "Right Holder"), hereby grant **Springer Fachmedien Wiesbaden GmbH** (referred to hereinbelow as "Springer") the following usage rights to said article:

Clause 1: Grant of rights

- 1.1 Effective upon the acceptance of the article for publication, the Right Holder grants to Springer the territorially and temporally unlimited, transferable, and sub-licensable usage rights to the article, including any graphic elements it contains (e.g. illustrations, diagrams, moving images) (collectively referred to hereinbelow as the "Article"). Springer shall be entitled to exploit the Article in all forms of use, whether currently known or unknown, as well as in all issues, editions, and versions, in all languages, as a whole or in part, individually or in conjunction with other works, and specifically encompassing the following rights: to reproduce the Article in analogue or digital media of whatever kind; to temporarily or permanently make available the Article in databases and data networks (e.g. on the internet); to make the Article available, to transfer it, to display it, to transmit it or to otherwise present it for purposes of the temporally limited or unlimited display, of retrieval or of storage on any desired stationary or portable terminal device (for text-based, audio, video or interactive retrieval, also with computer function), whether as a whole, in part or in summary form (so long as it does not alter the meaning or infringe upon the authors' moral rights); to make available the Article, transfer, display, transmit or otherwise represent it also in search engines and for purposes of interactive and multimedia usage, as well as in social media profiles closely associated with the magazine. In the context of the foregoing uses in electronic form, Springer shall be permitted to adapt the Article to the appropriate format and to combine the Article with other works via cross-linkage or in some other fashion. In addition, Springer shall have the right to have the Article indexed, abstracted, and referenced by any number of service providers, libraries, agencies, and consortia.
- 1.2 The rights to exploit the contributed work in the form of an article are hereby granted exclusively to Springer. After one year from the publication of the Article by Springer, the Right Holder is, however, entitled to exploit the Article otherwise in accordance with the provisions in Clauses 3.1 and 3.3. Springer's right to exercise, transfer and sub-license the rights of use under this Agreement shall remain unaffected by this subsequent limitation of the exclusivity of the rights granted. The exclusivity of the grant of rights expressly does not apply to any excerpts from copyrighted works (particularly illustrations, moving images, tables, and text citations) that have been incorporated into the Article with the approval of the respective holders of such rights or on the basis of some statutory permission. Unless a statutory permission applies, or in exceptional cases where a manifest approval from the respective right holder is available that can be proved at any time, the article's authors shall be under obligation to obtain the required approvals in written form. In addition, the article's authors respectively the Right Holder are hereby requested to archive the undersigned approval forms and to make them available to Springer upon the latter's demand. If any third-party material has been incorporated into the Article, the relevant source must be correctly cited in the manuscript.

Clause 2: No violation of third-party rights

The Right Holder hereby assures that it is the sole holder of the usage rights set forth in Clause 1 and that the contributed work in question has not yet been published in the form of an Article. The Right Holder moreover gives an assurance that the contributed work does not infringe upon any third-party rights and that no additional licenses or payments to third parties are required in order to be able to exploit the Article in the contractually agreed manner.

Clause 3: Rights of the Right Holder

3.1 Starting one year after the initial publication date, the Right Holder shall become entitled to otherwise exploit the contributed work, also in the form of an Article, provided this does not infringe upon any third-party rights.

3.2 In order to be able to make other use of the article immediately after it has been published by Springer, the rights holder also retains the following rights:

- a) The Right Holder is entitled to exploit portions of the Article in the context of other publications. Such excerpts may also be incorporated as teaser texts in newsletters or similar customer-communication tools.
- b) If the Article’s authors wrote the Article as part of their professional activities on behalf of a business consultancy, a bank, an insurance company, an industrial enterprise or a technology firm, then the final version of the Article edited by Springer may also be used in internal publications of their employer (e.g. company magazine, ongoing training material, lectures, anniversary publications, intranet). In addition, the final version of the Article may also be linked, or offered in PDF form, on the employer’s homepage/website or on other public platforms of said enterprise.

3.3 For any of the usage rights and forms of publication provided for under Clauses 3.1 and 3.2 hereof, the Right Holder shall be under obligation to place a link referring to the original publication of the Article on www.springerprofessional.de. Insofar as these forms of use involve the exploitation of third-party material within the meaning of Clause 1.2 sentence 3, the Right Holder shall also be required to obtain any necessary approvals.

Clause 4: Author’s copies

Following the Article’s publication in the above-referenced magazine, Springer shall provide to the Right Holder a total of three author’s copies of the respective issue of the magazine.

Clause 5: Applicable law and place of jurisdiction

This Agreement shall be governed by the laws of the Federal Republic of Germany. If the Right Holder is a merchant or a legal entity under public law, or if the Right Holder does not have a permanent domicile in Germany, then the place of jurisdiction for any and all disputes under the present Agreement or in connection with it shall be Berlin, Germany.

Signature of the Article’s authors, respectively of an authorized signatory of their employer, insofar as the employer holds the usage rights to the Article:

.....

Date: