

Acceptance conditions and granting of rights:

1. As a prerequisite for the submission of an article or paper (hereinafter referred to as the "Article"), the author guarantees that the Article has not been published before and has not been submitted for publication, elsewhere. In addition to that, the author guarantees that the Article has been approved by all participating authors of a workgroup, if any, and that the Article, if chosen by ASMET - Austrian Society for Metallurgy and Materials, Franz-Josef-Straße 18, 8700 Leoben („ASMET“) for publication, will not be published anywhere else without ASMET's or the respective title holder's consent, irrespective of the Article being published in the same or in another language.
2. By submitting the Article, the author guarantees to be (i) the spiritual father and original author in the sense of the applicable copyright laws, and / or (ii) otherwise entitled to transfer or assign any rights related to the Article (also including, but not limited to graphics, statistics and pictorial material). Furthermore, the author guarantees that the Article (i) is free of any third party's rights, (ii) does not violate any third party's rights now or upon publication and (iii) that the Article can be published without any legal restrictions. As the case may be, the author shall ensure compliance with the guarantees given by using references of sources.
3. The author shall be liable to ASMET for any violation of third party rights by the Article.
4. Upon acceptance of the Article for publication by ASMET or any third party on behalf of ASMET, the author hereby grants to ASMET the rights connected with the Article as follows exclusively and free of costs:
 - a) The right without any regional restrictions and for the duration of the statutory term of copyright, to publish, reproduce, copy and distribute the Article in any journals, papers, newspapers, books, etc. may it be in printed form, electronically or audible (hereinafter referred to as the "Medium") for an unlimited number of editions, and in all languages. In case of prolongation of the term of a copyright in any country, such granting of rights shall also apply to the respective prolongation in that country; and
 - b) The right to, also partially, preprint, pre-release or reprint the Article in any Media; and
 - c) The right to translate the Article in any other language or dialect; and
 - d) The right to any form of copy, reproduction or duplication of the Article; and
 - e) The right to computerization or any other kind of transfer on storage media for digital replay, publication or storage (including, but not limited to disks, USB-sticks, CD-ROM).
5. In addition to that the author hereby grants ASMET the ancillary rights as follows for the duration set forth in clause 4.a) exclusively and free of costs:
 - a) The right to edit, adapt and rearrange the Article; and
 - b) The right of recitation, the right to perform, broadcast and distribute the Article in any form any by any means, whatsoever; and
 - c) The right to put or transfer the Article on sound carrier, as well as the right to the reproduction and distribution of such sound carrier; and
 - d) The rights on playback or dubbing that are connected with the Article, the sound carrier or such rights arising out of the Article's playback via loudspeaker or broadcasting; and
 - e) The right to store, include and make the Article available in databanks, documentation systems or by means of similar storage systems (including, but not limited to internet), and the right to transfer or broadcast the Article electronically or in any other way and to make the so stored Article available for third parties; and

- f) The right to make presentations of the Article publicly available and perceptible via picture carrier and/or sound carrier; and
 - g) The right for commercial and/or non-commercial lending or letting of duplications of the Article in any form whatsoever.
6. ASMET, in its sole discretion, shall have the right to transfer and assign its rights granted to it hereunder to any third party without limitation.
 7. The Media in which the Article will be published, as well as any other articles, pictures, etc. or information therein are copyrighted. Any use of such copyrighted information not explicitly foreseen by the applicable copyright law requires ASMET's prior written consent. This especially refers to duplications, adaptations, translations, microfilming of the Article and the Article's storage and adaptation in electronic systems.
 8. The rendition and use of common names, brands, brand names, identifications, etc. in the Media in which the Article will be published, shall under no circumstances lead to the fact that any such names and identifications as listed before in the sense of brand- and trademark laws are free for use without restriction.
 9. In case an Article is published, the Author shall have the right to receive five copies of the Media in which the Article was published free of costs, if published in printing. The Author may obtain additional copies thereof for which he will be charged. Any resale of these copies contained hereunder shall be prohibited.
 10. The author may self-archive the Article on his/her own website and/or the repository of author's department or faculty in the form as published by ASMET. The author may also deposit this version on his/her funder's or funder's designated repository at the funder's request or as a result of a legal obligation. This also refers to pdf-copies of the Article. Reference to the respective URL shall be allowed.
 11. The author retains the right to use his/her article for his/her further scientific career by including the final published Article in other publications such as dissertations and postdoctoral qualifications provided acknowledgement is given to the original source of publication.
 12. The invalidity, illegality or unenforceability of any provision of these "Acceptance conditions and granting of rights" shall not affect the other provisions and the "Acceptance conditions and granting of rights" as such. In the event of the invalidity or non-enforceability of any provision of these "Acceptance conditions and granting of rights", it shall be deemed to have been substituted by a provision that as closely as possible reflects the parties' original intent.
 13. These "Acceptance conditions and granting of rights" and all further documents executed pursuant to it shall be governed by, construed and take effect in accordance with the laws of Austria. In case of dispute, the exclusive jurisdiction is Vienna.

Acknowledged and accepted, the author:

Name of the Author	
Company/Institute	
Paper ID/ Title	
Place/Date	
Signature of the Author	