

TRANSLATION AGREEMENT

1. AGREEMENT made by and between

Ching-Chen Mao, Associate Professor, Department of Library and Information Science
Fu Jen Catholic University, Taiwan, (hereinafter "Mao"),

and

Dr. Johannes Fournier (hereinafter "Author") of
German Research Foundation,

on this date 8th Dec, 2008.

WHEREAS *author* is the sole and exclusive owner of the rights which are the subject of this agreement; and

WHEREAS *Mao* desires to obtain the rights to translate and publish the Chinese edition, hereinafter "Translation" of the article entitled

Open Access within the German Research Foundation (article title), published in "Open Access – Opportunities and challenges – A handbook" by the European Commission and the German Commission for UNESCO, 2008, translated from the original German edition published by the German Commission for UNESCO, hereinafter "the Work."

NOW THEREFORE it is mutually agreed as follows:

The *Author* hereby grants to *Mao* the right to translate *the Work* into the Simplified and Traditional Chinese and to publish and distribute of such *Translation* in volume form and also in digital format, including but not limited to e-book and online database.

2. OBLIGATION TO TRANSLATE.

Mao agrees to translate the underlying text accurately, without omissions, additions or other changes except as necessary to produce a translated work that is idiomatic and faithful to the underlying work in spirit and content. *Mao* shall not be held responsible for loss or consequential damages resulting from the exploitation of the translated work.

3. ROYALTIES

Mao agrees to translate the work on pro bono bases for the benefit of Chinese online virtual community and all interested parties in Chinese scholarly fora. As for *Mao* and the *Author* there are no royalties to be settled as *Translation* is done for the benefit of promoting and sustaining open-access movement in the spirit promoted by open-access ideals.

4. COPYRIGHT OWNERSHIP, PROTECTION, AND NOTICES

All copyrights in the Work shall be and shall remain owned by the *Author*, subject only to the rights granted to *Mao* herein. The *Translator* acknowledges that retained rights in the translation may be exercised only in conjunction with the author's exercise of corresponding rights in the underlying work.

5. This agreement shall be construed and interpreted according to the Taiwan Copyright Act 7/2007 harmonized with Directive 2001/29/EC

2008, 8.12.08 J. Fournier (Author signature)

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3008, 8.12.08) J. Fournier (Author signature)