

Open Access Publishing Agreement

SPRINGER NATURE

for Contributions in Edited Works

This Publishing Agreement (this “**Agreement**”) has been approved by and entered into between:

(the “**Author**”)

whereas, in the event that the Author is more than one person, Marie Farge serves as corresponding author

(the “**Corresponding Author**”)

on the one part and

Springer Nature Switzerland AG, Gewerbestrasse 11, 6330 Cham, Switzerland

(the “**Publisher**”)

on the other part;

together hereinafter referred to as the “**Parties**”.

The Publisher intends to publish the Author’s contribution in a collected work provisionally titled:

1. Contracting Authors

When the Author is more than one person then, unless otherwise indicated in this Agreement or agreed in writing by the Publisher:

(a) the expression “**Author**” as used in this Agreement will apply collectively for all such persons (each a “**co-author**”);

(b) the Corresponding Author hereby warrants and represents that all co-authors of the contribution have expressly agreed that the Corresponding Author has full right, power and authority to sign this Agreement on their behalf, that the Corresponding Author is entitled to act on their behalf, and that they shall be bound by the Corresponding Author, with respect to all matters, responsibilities, notices and communications related to this Agreement; the Corresponding Author shall obtain authorisations and make them available to the Publisher on request; and

(c) each co-author is jointly and severally responsible for the Author’s obligations under this Agreement

which apply to each co-author individually and to the co-authors collectively and the Publisher shall not be bound by any separate agreement or legal relationship as between the co-authors.

2. Subject of the Agreement

2.1 The Author will prepare a contribution provisionally entitled:

The expression "**Contribution**" as used in this Agreement means the contribution as identified above, and includes without limitation all related material delivered to the Publisher by or on behalf of the Author whatever its media and form (including text, graphical elements, tables, videos and/or links) in all versions and editions in whole or in part.

The Work is intended to be published as an open access publication. For such an open access publication a separate service agreement (hereinafter the "**Service Agreement**") concerning the provision of open access services and the payment of the open access fee applicable to the Contribution (hereinafter the "**Open Access Fee**") has to be concluded between the Author (and/or an open access funder) and the Publisher's affiliated company Springer Nature Customer Service Center GmbH or Springer Nature Customer Service Center LLC. Any contractual consequences for this Agreement resulting from a termination or an incomplete or deficient fulfilment of the Service Agreement are reflected in the Clause "**Termination**" below.

2.2 The Contribution may contain links (e.g. frames or in-line links) to media enhancements (e.g. additional documents, tables, diagrams, charts, graphics, illustrations, animations, pictures, videos and/or software) or to social or functional enhancements, complementing the Contribution, which are provided on the Author's own website or on a third party website or repository (e.g. maintained by an institution) subject always to the Author providing to the Editor, at the latest at the delivery date of the manuscript for the Contribution, an accurate description of each media enhancement and its respective website or repository, including its/their owner, nature and the URL. The Publisher is entitled to reject the inclusion of, or suspend, or delete links to all or any individual media enhancements.

2.3 In the event that an index is deemed necessary, the Author shall assist the Editor in its preparation (e.g. by suggesting index terms), if requested by the Editor.

3. Rights Granted

3.1 The Author hereby grants to the Publisher the perpetual, non-exclusive, worldwide, transferable, sub-licensable and unlimited right to publish, produce, copy, distribute, communicate, display publicly, sell, rent and/or otherwise make available the Contribution in any language, in any versions or editions in any and all forms and/or media of expression (including without limitation in connection with any and all end-user devices), whether now known or developed in the future, in each case with the right to grant further time-limited or permanent rights. The above rights are granted in relation to the Contribution as a whole or any part and with or in relation to any other works.

Without limitation, the above grant includes: (a) the right to edit, alter, adapt, adjust and prepare derivative works; (b) all advertising and marketing rights including without limitation in relation to social media; (c) rights for any training, educational and/or instructional purposes; and (d) the right to add and/or remove links or combinations with other media/works.

The above rights include the right of the Publisher to be the first to communicate and make the Contribution (including the Author's accepted manuscript version) available to the public in any form or format.

The Author hereby grants to the Publisher the right to create, use and/or license and/or sub-license content data or metadata of any kind in relation to the Contribution or parts thereof (including abstracts and summaries) without restriction.

The Contribution shall be distributed under the terms of the Creative Commons Attribution 4.0 International License (<http://creativecommons.org/licenses/by/4.0/>), which permits use, duplication, adaptation, distribution, and reproduction in any medium or format, as long as appropriate credit is given to the original author(s) and the source, a link is provided to the Creative Commons licence, and

any changes made are indicated.

The Publisher also has the right to commission completion of the Contribution in accordance with the Clause "**Author's Responsibilities – Delivery and Acceptance of the Manuscript**".

- 3.2 A notice about the terms of the above-mentioned Creative Commons Licence will be published in the Contribution. The electronic edition of the Contribution will be clearly labelled as "open access" in the Publisher's product database.

The copyright in the Contribution shall be vested in the name of the **Author**. The Author has asserted their right(s) to be identified as the originator of the Contribution in all editions and versions, published in all forms and media. The Author agrees that all editing, alterations or amendments to the Contribution made by or on behalf of the Publisher or its licensees for the purpose of fulfilling this Agreement or as otherwise allowed by the above rights shall not require the approval of the Author and will not infringe the Author's "moral rights" (or any equivalent rights). This includes changes made in the course of dealing with retractions or other legal issues.

4. The Publisher's Responsibilities

- 4.1 Subject to the conclusion of a separate Service Agreement concerning the open access services and the other provisions of this Clause below, the Publisher will undertake the publication and distribution of the Contribution and the Work in print and/or electronic form within a reasonable time after acceptance of the Work unless the Publisher is prevented from or delayed in doing so due to any circumstances beyond its reasonable control. The Publisher shall have the entire control of such production, publication and distribution determined in its sole discretion in relation to any and all editions and versions of the Contribution and the Work, including in respect of all the following matters:

- (a) distribution channels, including determination of markets;
- (b) determination of the range and functions of electronic formats and/or the number of print copies produced;
- (c) publication and distribution of the Contribution, the Work, or parts thereof as individual content elements, in accordance with market demand or other factors;
- (d) determination of layout and style as well as the standards for production (in case of a print edition: possibility to use all print methods including print-to-order);
- (e) setting or altering the list price of the print edition(s), and allowing for deviations from the list price (if permitted under applicable jurisdiction);
- (f) promotion and marketing as the Publisher considers most appropriate.

- 4.2 Without prejudice to the Publisher's termination and other rights hereunder including under the Clause "**The Author's Responsibilities**", it is agreed and acknowledged by the Parties that nothing in this Agreement shall constitute an undertaking on the part of the Publisher to publish the Contribution unless and until: (i) any and all issues in relation to the Work (including all necessary revisions, consents and permissions) raised by the Publisher have been resolved to the Publisher's satisfaction, and (ii) the Publisher has given written notice of acceptance in writing of the final manuscript of the entire Work to the Editor. If following (i) and (ii) above the Publisher has not published the Contribution in any form within a reasonable period and the Author has given written notice to the Publisher requiring it to publish within a further reasonable period and the Publisher has failed to publish in any form, then the Author may terminate this Agreement by one month's written notice to the Publisher and all rights granted by the Author to the Publisher under this Agreement shall revert to the Author (subject to the provisions regarding any third party rights under any subsisting licence or sub-licence in accordance with the Clause "**Termination**").

The Author may also give such written notice requiring publication on the same terms as above if the Publisher has published the Contribution but subsequently ceases publishing the Contribution in all forms so that it is no longer available.

This shall be the Author's sole right and remedy in relation to such non-publication and is subject always to the Author's continuing obligations hereunder including the Clause "**Warranty**".

5. The Author's Responsibilities

- 5.1 ***Delivery and Acceptance of the Manuscript***

- 5.1.1 The Author shall deliver the Contribution to the Editor (or, if requested by the Publisher, to the Publisher) on or before **30 September 2022** (the "**Delivery Date**") electronically in the Publisher's standard requested format or in such other form as may be agreed in writing with the Publisher. The Author shall retain a duplicate copy of the Contribution. The Contribution shall be in a form acceptable to the Publisher (acting reasonably) and in line with the instructions contained in the Publisher's guidelines as provided to the Author by the Publisher. The Author shall provide at the same time, or earlier if the Publisher reasonably requests, any editorial, publicity or other information (and in such form or format) reasonably required by the Publisher. The Publisher may exercise such additional quality control of the manuscript as it may decide at its sole discretion including through the use of plagiarism checking systems and/or peer review by internal or external reviewers of its choice. If the Publisher decides at its sole discretion that the final manuscript does not conform in quality, content, structure, level or form to the stated requirements of the Publisher, the Publisher shall be entitled to terminate this Agreement in accordance with the provisions of this Clause.
- 5.1.2 The Author must inform the Publisher at the latest on the Delivery Date if the sequence of the naming of any co-authors entering into this Agreement shall be changed. If there are any changes in the authorship (e.g. a co-author joining or leaving), then the Publisher must be notified by the Author in writing immediately and the Parties will amend this Agreement accordingly. The Publisher shall have no obligation to consider publication under this Agreement in the absence of such agreed amendment.
- 5.1.3 If the Author fails to deliver the Contribution in accordance with the provisions of this Clause above by the Delivery Date (or within any extension period given by the Publisher at its sole discretion) or if the Author (or any co-author) dies or becomes incapacitated or otherwise incapable of performing the Author's obligations under this Agreement, the Publisher shall be entitled to either:
- (a) elect to continue to perform this Agreement in accordance with its terms and the Publisher may commission an appropriate and competent person (who, in the case of co-authors having entered into this Agreement, may be a co-author) to complete the Contribution; or
 - (b) terminate this Agreement with immediate effect by written notice to the Author or the Author's successors, in which case all rights granted by the Author to the Publisher under this Agreement shall revert to the Author/Author's successors (subject to the provisions of the Clause "**Termination**").
- 5.1.4 The Author agrees, at the request of the Publisher, to execute all documents and do all things reasonably required by the Publisher in order to confer to the Publisher all rights intended to be granted under this Agreement.
- 5.1.5 The Author warrants that the Contribution is original except for any excerpts from other works including pre-published illustrations, tables, animations, text quotations, photographs, diagrams, graphs or maps, and whether reproduced from print or electronic or other sources ("**Third Party Material**") and that any such Third Party Material is either:
- (a) in the public domain (or otherwise unprotected by copyright/other rights); or
 - (b) used in accordance with an existing open access licence in line with the scope of publication under the terms of this Agreement; or
 - (c) used in accordance with applicable law; or
 - (d) has been included with written permission from or on behalf of the rightsholder (and if requested in a form prescribed or approved by the Publisher) for use of the Third Party Material in all forms of publication specified in this Agreement at the Author's expense, unless otherwise agreed in writing. Preferably the permission shall allow for publication under the respective Creative Commons Licence applicable to the Contribution.
- In any case the Author shall cite in the manuscript the copyright owner and the precise source of the Third Party Material, and shall indicate the applicable open access licence or a note that no Creative Commons Licence applies to the respective Third Party Material.
- The Author shall also retain the written permissions and make them available to the Publisher on

request.

5.2 **Approval for Publishing**

5.2.1 The Author shall proofread the page proofs for the Contribution provided by or on behalf of the Publisher, including checking the illustrations as well as any media, social or functional enhancements and give approval for publishing, if and when requested by the Publisher. The Author's approval for publishing is deemed to have been given if the Author does not respond within a reasonable period of time (as determined by the Publisher) after receiving the proofs nor contacts the Publisher within three days after receipt of the last of three reminders sent by the Publisher via email. The Publisher shall not be required to send a second set of corrected proofs unless specifically requested by the Author in writing but in any event no further amendments may be made or requested by the Author.

In the event of co-authors having entered into this Agreement the Publisher shall send the page proofs to the Corresponding Author only and all persons entering into this Agreement as Author agree that the Corresponding Author shall correct and approve the page proofs on their behalf.

5.2.2 If the Author makes changes other than correcting typographical errors, the Author shall bear all the Publisher's costs of such alterations to proofs including without limitation to alterations to pictorial illustrations. The Publisher shall have the right to charge and invoice these costs plus value added or similar taxes (if applicable) through its affiliated company Springer Nature Customer Service Center GmbH or Springer Nature Customer Service Center LLC, respectively, to the Author, payable within 14 days of receipt of the invoice.

5.3 **Cooperation**

Without prejudice to the warranties and representations given by the Author in this Agreement, the Author shall cooperate fully with the Editor and the Publisher in relation to any legal action that might arise from the publication or intended publication of the Contribution and the Author shall give the Publisher access at reasonable times to any relevant accounts, documents and records within the power or control of the Author.

6. **Warranty**

6.1 The Author warrants and represents that:

(a) the Author has full right, power and authority to enter into and perform its obligations under this Agreement; and

(b) the Author is the sole legal owner of (and/or has been fully authorised by any additional rights owner to grant) the rights licensed in the Clause "**Rights Granted**" and use of the Contribution under the respective Creative Commons Licence shall in no way whatever infringe or violate any intellectual property or related rights (including any copyright, database right, moral right or trademark right) or any other right or interest of any third party subject only to the provisions in the Clause "**The Author's Responsibilities**" regarding Third Party Material (as defined above); and

(c) the Contribution shall not contain anything that may cause religious or racial hatred or encourage terrorism or unlawful acts or be defamatory (or contain malicious falsehoods), or be otherwise actionable, including, but not limited to, any action related to any injury resulting from the use of any practice or formula disclosed in the Contribution and all of the purported facts contained in the Contribution are according to the current body of research and understanding true and accurate; and

(d) there is no obligation of confidentiality owed in respect of any contents of the Contribution to any third party and the Contribution shall not contain anything which infringes or violates any trade secret, right of privacy or publicity or any other personal or human right or the processing or publication of which could breach applicable data protection law and that informed consent to publish has been obtained for all research or other featured participants; and

(e) the Contribution has not been previously licensed, published or exploited and use of the Contribution shall not infringe or violate any contract, express or implied, to which the Author, or any co-author, who had entered into this Agreement, is a party and any academic institution, employer or other body in which work recorded in the Contribution was created or carried out has authorised and approved such work and its publication.

6.2 The Author warrants and represents that the Author, and each co-author who has entered into this Agreement, shall at all times comply in full with:

(a) all applicable anti-bribery and corruption laws; and
(b) all applicable data protection and electronic privacy and marketing laws and regulations; and
(c) the Publisher's ethic rules as laid down in the Book Authors' Code of Conduct currently available online at <https://www.springernature.com/gp/authors/book-authors-code-of-conduct>, as may be updated by the Publisher from time to time (provided that in the event of material changes the Publisher shall notify the Author by email)
(the "**Applicable Laws**").

If the Author is in material breach of any of the Applicable Laws or otherwise in material breach of accepted ethical standards in research and scholarship, or becomes the subject of any comprehensive or selective sanctions issued in any applicable jurisdiction (e.g. being subject to the OFAC sanctions list) or if, in the opinion of the Publisher, at any time any act, allegation or conduct of or about the Author prejudices the production or successful exploitation of the Contribution and the Work or brings the name and/or reputation of the Publisher or the Work into disrepute, or is likely to do so, then the Publisher may terminate this Agreement in accordance with the Clause "**Termination**".

- 6.3 The Publisher reserves the right to amend and/or require the Author to amend the Contribution at any time to remove any actual or potential breach of the above warranties and representations or otherwise unlawful part(s) which the Publisher or its internal or external legal advisers identify at any time. Any such amendment or removal shall not affect the warranties and representations given by the Author in this Agreement.

7. Author's Discount Electronic Access

- 7.1 The Author, or each co-author, is entitled to purchase for their personal use the Work and other books published by the Publisher at a discount of 40% off the list price, for as long as there is a contractual arrangement between the Author and the Publisher and subject to any applicable book price law or regulation. The copies must be ordered from the affiliated entity of the Publisher (Springer Nature Customer Service Center GmbH or Springer Nature Customer Service Center LLC, respectively). Resale of such copies is not permitted.
- 7.2 The Publisher shall provide the electronic final published version of the Work to the Author, provided that the Author has included their e-mail address in the manuscript of the Contribution.

8. Consideration

- 8.1 The Parties agree that the Publisher's agreement to its contractual obligations in this Agreement in respect of its efforts in considering publishing and promoting the Contribution and the Work is good and valuable consideration for the rights granted and obligations undertaken by the Author under this Agreement, the receipt, validity and sufficiency of which is hereby acknowledged by the Author. The Parties expressly agree that no royalty, remuneration, licence fee, costs or other moneys whatsoever shall be payable to the Author.
- 8.2 The Publisher and the Author each may have the right to authorise collective management organisations ("**CMOs**") of their choice to manage some of their rights. Reprographic and other collectively managed rights in the Contribution ("**Collective Rights**") have been or may be licensed on a non-exclusive basis by each of the Publisher and the Author to their respective CMOs to administer the Collective Rights under their reprographic and other collective licensing schemes ("**Collective Licences**"). Notwithstanding the other provisions of this Clause, the Publisher and the Author shall each receive and retain their share of revenue from use of the Contribution under Collective Licences from, and in accordance with, the distribution terms of their respective CMOs. To the fullest extent permitted by law, any such revenue is the sole property of the Publisher and the Author respectively and, if applicable, the registration and taxation of that revenue is the sole responsibility of the respective recipient party. The Publisher and the Author shall cooperate as necessary in the event of any change to the licensing arrangements set out in this Clause.

9. New Editions

The Publisher has the sole right to determine whether to publish any subsequent edition of the Work. The relevant terms for an updated version of the Contribution in any new edition of the Work will be renegotiated in good faith between the Author and the Publisher and a new written agreement will be entered into by the Parties. Any renegotiation and any new written agreement shall not (unless

expressly agreed otherwise in writing by the Publisher) vary or affect the terms of this Agreement in respect of any existing editions of the Work.

10. Termination

- 10.1 In addition to the specific rights of termination set out in the Clause "**The Publisher's Responsibilities**" and the Clause "**The Author's Responsibilities**", either Party shall be entitled to terminate this Agreement forthwith by notice in writing to the other Party if the other Party commits a material breach of the terms of the Agreement which cannot be remedied or, if such breach can be remedied, fails to remedy such breach within 45 days of being given written notice to do so.
- 10.2 Furthermore, the Publisher may terminate this Agreement with immediate effect by written notice in the event that:
- (a) the Service Agreement is terminated prior to publication of the Contribution; or
 - (b) the Open Access Fee as agreed in the Service Agreement is not fully paid by the invoice due date.
- In the event of such termination the Publisher may offer to publish the Contribution as a regular non-open-access publication, whereby the Parties will sign a new publishing agreement replacing this Publishing Agreement.
- 10.3 Termination of this Agreement, howsoever caused, shall not affect:
- (a) any subsisting rights of any third party under any licence or sub-licence validly granted by the Publisher prior to termination and the Publisher shall be entitled to retain its share of any sum payable by any third party under any such licence or sub-licence;
 - (b) except where stated otherwise in this Agreement, any claim which either Party may have against the other for damages or otherwise in respect of any rights or liabilities arising prior to the date of termination;

11. General Provisions

- 11.1 This Agreement, and the documents referred to within it, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede any previous agreements, warranties, representations, undertakings or understandings. Each Party acknowledges that it is not relying on, and shall have no remedies in respect of, any undertakings, representations, warranties, promises or assurances that are not set forth in this Agreement. Nothing in this Agreement shall exclude any liability for or remedy in respect of fraud, including fraudulent misrepresentation. This Agreement may be modified or amended only by agreement of the Parties in writing. For the purposes of modifying or amending this Agreement, "in writing" requires either a written document signed by both the Parties or an electronic confirmation by both the Parties with DocuSign or a similar e-signature solution. Any notice of termination and/or reversion and, where applicable, any preceding notices (including any requesting remediable action under the Clause "**Termination**") must be provided in writing and delivered by post, courier or personal delivery addressed to the physical address of the relevant Party as set out at the beginning of this Agreement or any replacement address notified to the other Party for this purpose. All such notices shall become effective upon receipt by the other Party. Receipt is deemed to have taken place five working days after the respective notice was sent by post or left at the address by courier or personal delivery. If the Publisher is the terminating Party the notice need only be provided to the address of the Corresponding Author. If the Author is the terminating Party a copy of the notice must also be sent to the Publisher's Legal Department located at Heidelberger Platz 3, 14197 Berlin, Germany.
- 11.2 Nothing contained in this Agreement shall constitute or shall be construed as constituting a partnership, joint venture or contract of employment between the Parties. No Party may assign this Agreement to third parties but the Publisher may assign this Agreement or the rights received hereunder to its affiliated companies. In this Agreement, any words following the terms "include", "including", "in particular", "for example", "e.g." or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 11.3 If any difference shall arise between the Parties concerning the meaning of this Agreement or the rights and liabilities of the Parties, the Parties shall engage in good faith discussions to attempt to seek a mutually satisfactory resolution of the dispute. This Agreement shall be governed by, and shall be

construed in accordance with, the laws of Switzerland. The courts of Zug, Switzerland shall have the exclusive jurisdiction.

11.4 A person who is not a party to this Agreement (other than an affiliate of the Publisher) has no right to enforce any terms or conditions of this Agreement. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Publisher. If one or more provisions of this Agreement are held to be unenforceable (in whole or in part) under applicable law, each such provision shall be deemed excluded from this Agreement and the balance of the Agreement shall remain valid and enforceable but shall be interpreted as if that provision were so excluded. If one or more provisions are so excluded under this Clause then the Parties shall negotiate in good faith to agree an enforceable replacement provision that, to the greatest extent possible under applicable law, achieves the Parties' original commercial intention.

The Corresponding Author signs this Agreement on behalf of any and all co-authors.

Signature of Corresponding Author:

.....

Date:

For internal use only:

