

This Publishing Agreement (this "**Agreement**") has been approved by and entered into between

[Redacted]

(the "**Editor**")

[Redacted]

(the "**Corresponding Editor**")

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**".

In Process

§1 Contracting Editors

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

- (a) the expression "Editor" as used in this Agreement will apply collectively for all such persons (each a "**co-editor**");
- (b) each co-editor is jointly and severally responsible for the Editor's obligations under this Agreement which apply to each co-editor individually and to the co-editors collectively and the Publisher shall not be bound by any separate agreement or legal relationship as between the co-editors; and
- (c) each co-editor hereby warrants and represents that the Corresponding Editor has full right, power and authority to act on their behalf, and that they shall be bound by the Corresponding Editor, with respect to all matters, notices and communications related to this Agreement.

§2 Subject of the Agreement

2.1 The Editor undertakes to prepare a work provisionally entitled:

[Redacted]

comprising approximately 150 pages, including approximately 80 illustrations.

2.2 The Publisher intends to publish the Work under the imprint Springer.

2.3 The expression "**Work**" as used in this Agreement means the work as identified above consisting of a certain number of individual chapters (the "**Contributions**") written by the contributing authors to the Work (the "**Authors**") and selected by the Editor for publication in the Work. The Work includes without limitation all related material delivered to the Publisher by or on behalf of the Editor whatever its media and form (including text, graphical elements, tables, videos and/or links) in all versions and editions in whole or in part.

2.4 The Work may be published in the book series [Redacted]

2.5 The Work 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 Work, either provided by the Editor or the Author(s). These enhancements may be provided on the Editor's or one of the Authors' own website(s) or on a third party website or repository (e.g. maintained by an institution). The Editor is responsible for ensuring that the Publisher is provided with, at the latest at the delivery date of the manuscript for the Work, 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.

§3 Rights Granted

3.1 The Editor, if and insofar as the Editor holds rights to the Work or parts of the Work, hereby grants to the Publisher the perpetual, sole and exclusive, worldwide, transferable, sub-licensable and unlimited right to:

publish, produce, copy, distribute, communicate, display publicly, sell, rent and/or otherwise make available the Work 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 Work 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 Editor 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 Work or parts thereof (including abstracts and summaries) without restriction.

The Publisher also has the right to commission completion of the Work in accordance with the Clause "**Editor's Responsibilities – Delivery and Acceptance of the Manuscript**" and of new editions of the Work in accordance with the Clause "**New Editions**".

3.2 The copyright in the Work shall be vested in the name of the **Editor and the Authors**. The Editor has asserted their right(s) to be identified as an originator of the Work in all editions and versions of the Work and parts thereof, published in all forms and media. The Publisher agrees to insert a copyright notice into all editions of the Work according to the provisions of the Universal Copyright Convention (UCC). The Editor agrees that all editing, alterations or amendments to the Work 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 Editor and will not infringe the Editor's "moral rights" (or any equivalent rights). This includes changes made in the course of dealing with retractions or other legal issues.

3.3 The Publisher and the Editor acknowledge the existence of applicable accessibility law and regulation including without limitation an exception to copyright legislation under which charitable bodies and other organisations providing for print-disabled people such as, but not limited to, blind, dyslexic or other reading-impaired people ("**Print Disabled Persons**") have the right to create accessible format copies of the Work for example, but without limitation, Braille and Daisy-format audio ("**Accessible Versions**") and to supply Accessible Versions for use by Print Disabled Persons on a non-profit basis. The Publisher may provide copies or production files of the Work to such organisations to facilitate the creation and use of Accessible Versions.

§4 Reuse

4.1 The Publisher permits the Editor to copy, distribute or otherwise reuse the Work, without the requirement to seek specific prior written permission from the Publisher, in accordance with the Publisher's guidelines, the current version of which is set out in the **Appendix "Editor's Reuse Rights"**. These guidelines may be updated by the Publisher at any time in its sole discretion.

- 4.2 The Editor agrees and acknowledges that the Editor must obtain the specific prior written permission of the Publisher (to be granted, withheld or conditioned at the Publisher's sole discretion) for any other use of any version of the Work in whole or in part.

§5 The Publisher's Responsibilities

- 5.1 Subject always to the other provisions of this Clause below, the Publisher will undertake the production, publication and distribution of the Work in print and/or electronic form at its own expense and risk within a reasonable time after it has given notice of its acceptance of the Work to the Editor in writing 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 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 Work or parts of the Work as individual content elements including in instalments, individual chapters, contributions or otherwise, in accordance with market demand or other factors;
 - (d) determination of layout and style as well as the standards for production;
 - (e) setting or altering the list price, and allowing for deviations from the list price (if permitted under applicable jurisdiction);
 - (f) promotion and marketing of the Work as the Publisher considers most appropriate.
- 5.2 If, at the sole discretion of the Publisher, the Work is stored in physical stock the Publisher is also entitled to pulp all or any print run or any portion thereof without previously notifying the Editor. The Publisher shall continue to promote the Work and to retain a sufficient number of physical copies unless the Work is available in electronic form or on the basis of a print-to-order offer.
- 5.3 All rights, title and interest, including all intellectual property or related rights in the typography, design and/or look-and-feel of the Work shall remain the exclusive property of and are reserved to the Publisher. All illustrations and any other material or tangible or intangible property prepared at the expense of the Publisher including any marketing materials remain, as between the Parties, the exclusive property of the Publisher. The provisions of this subclause shall continue to apply notwithstanding any termination of, and/or any reversion of rights in the Work to the Editor, under this Agreement.
- 5.4 Without prejudice to the Publisher's termination and other rights hereunder including under the Clause "**The Editor'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 Work 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 in accordance with this Agreement and under any agreement with the Authors, and (ii) the Publisher has given written notice of acceptance in writing of the final manuscript of the entire Work. If following (i) and (ii) above the Publisher has not published the Work in any form within a reasonable period and the Editor 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 Editor may terminate this Agreement by one month's written notice to the Publisher and:
- (a) the Editor shall be entitled to retain all amounts (if any) received in respect of the Work previously paid to the Editor by the Publisher at the date of termination; and
 - (b) all rights granted by the Editor to the Publisher under this Agreement shall revert to the Editor (subject to the provisions regarding any third party rights and payments under any subsisting licence or sub-licence in accordance with the Clause "**Termination**").
- The Editor may also give such written notice requiring publication on the same terms as above if the Publisher has published the Work but subsequently ceases publishing the Work in all forms so that it is no longer available.
- This shall be the Editor's sole right and remedy in relation to such non-publication and is subject always to the Editor's continuing obligations hereunder including the Clause "**Warranty**".

§6 The Editor's Responsibilities

6.1 *Editorial Supervision*

- 6.1.1 The Editor is responsible for the editorial and academic supervision and the overall coherence of the Work. The Editor's core duties include in particular:
- (a) determining the concept, structure and general idea of the Work and the individual Contributions;
 - (b) ensuring that the editorial standards and principles set by the Publisher for the Work are met and establishing further editorial standards and principles for the Work in agreement with the Publisher;
 - (c) the selection of suitable Authors of Contributions to the Work, as well as communication and negotiations with these Authors on relevant specifics of the Work including the title of the Contribution(s), scope, number of illustrations, academic level and content and timelines; bundling of questions from the Authors;
 - (d) cooperating and supporting the Publisher in its relations with the Authors. This includes requesting the Authors to enter into the Publisher's standard author publishing agreement with the Publisher, tracking the progress of such agreement/signature, and facilitating the communication process and assisting with open questions;
 - (e) instructing the Authors of their respective obligations under the Publisher's publishing agreements, in particular adhering to the deadlines agreed therein;
 - (f) informing the Publisher about the selected Authors (with name, address, email), about the Contributions (each with title, scope, submission date), and - in the case of co-authored Contributions - determining the respective corresponding author responsible for communication with the Publisher;
 - (g) the collection of manuscripts and the review of the Contributions with regard to their academic scope and the number of illustrations as well as making any necessary editorial changes, additions or reductions to the manuscripts and illustrations if the Authors are not willing or able to do so, provided the Authors confirm such changes prior to the Delivery Date of the manuscript (as defined below);
 - (h) the acceptance or rejection of the Contributions; in the case of existing publishing agreements between the respective Author(s) and the Publisher subject to prior consultation with the Publisher;
 - (i) diligently reading the Contributions to ensure that they do not contain any apparent violations of any third party rights and/or anything that is likely to cause religious or racial hatred or encourage terrorism or be defamatory (or contain malicious falsehoods);
 - (j) providing the Publisher regularly with comprehensive information on the status of the Work as well as informing the Publisher in writing about any material developments such as delays or other interruptions.
- 6.1.2 Further scientific responsibilities of the Editor include:
- (a) in the event of co-authored Contributions, instructing the corresponding author to send the page proofs of the Contribution to his co-authors, to consolidate their corrections and to provide them to the Editor and/or the Publisher;
 - (b) ensuring uniformity of terminology, spelling and didactic elements, use of heading levels and mark-ups as well as style of literature and citation;
 - (c) creating a foreword and/or epilogue subject to signing the Publisher's standard author publishing agreement;
 - (d) ensuring that each Contribution is fully peer reviewed prior to its acceptance for publication in the Work.

6.2 *Delivery and Acceptance of the Manuscript*

- 6.2.1 The Editor is responsible for ensuring that the Publisher receives the final and complete manuscript for the Work on or before 30 June 2020 (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 Editor shall retain a duplicate copy of the Work. The Work 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 Editor by the Publisher. The Publisher's guidelines may be updated by the Publisher from time to time (provided that in the event of material changes the Publisher shall notify the Editor by email or other written form and if requested the Parties shall discuss these in good faith). The Editor 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.

- 6.2.2 The Editor must inform the Publisher at the latest on the Delivery Date if the sequence of the naming of any co-editors entering into this Agreement shall be changed. If there are any changes in the editorship (e.g. a co-editor joining or leaving), then the Publisher must be notified by the Editor 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.
- 6.2.3 If the Editor fails to deliver the Work 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 Editor (or any co-editor) dies or becomes incapacitated or otherwise incapable of performing the Editor'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 shall be entitled to be given copies of all notes, manuscripts or other materials created by the Editor or such co-editors relating to the Work and the Publisher may commission an appropriate and competent person (who, in the case of co-editors having entered into this Agreement, may be a co-editor) to complete the Work and any fees payable to the competent person shall be deducted by the Publisher, acting reasonably, from any sums due to the Editor or the Editor's successors under this Agreement; or
 - (b) terminate this Agreement with immediate effect by written notice to the Editor or the Editor's successors, in which case all advance payments (if any) paid to the Editor under or in connection with this Agreement shall be repaid to the Publisher within 28 days of said notice and (subject to such repayment) all rights granted by the Editor to the Publisher under this Agreement shall revert to the Editor/Editor's successors (subject to the provisions regarding any third party rights and payments under any subsisting licence or sub-licence in accordance with the Clause "**Termination**") and the Editor/Editor's successors will not in any event be entitled to any further payments (if any) due after the date of termination in respect to the Work.
- 6.2.4 The Editor 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.
- 6.2.5 The Editor warrants that the Work is original except for any excerpts from other works including pre-published chapters of other publications, illustrations, tables, animations, text quotations, photographs, diagrams, graphs or maps, and whether reproduced from print or electronic or other sources ("**Third Party Material**"). Any such Third Party Material may be in the public domain (or otherwise unprotected by copyright/other rights), may be otherwise used in accordance with applicable law, or it may be included in the Work if the Editor has ensured that the Editor or all Authors have obtained written permission(s) from or on behalf of the respective rights holder (and if requested in a form prescribed or approved by the Publisher) at the Editor's or the respective Author's expense, unless otherwise agreed in writing. On request from the Publisher, the Editor shall in writing indicate the precise sources of these excerpts and their location in the manuscript. The Editor shall also retain the written permissions and make them available to the Publisher on request.

6.3 **Approval for Publishing**

- 6.3.1 The Editor shall proofread the page proofs for the Work 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 Publisher may, at its discretion, request the Editor to coordinate the Editor's corrections with those of the Authors. The Editor's approval for publishing is deemed to have been given if the Editor does not respond within 5 days 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 Editor in writing but in any event no further amendments may be made or requested by the Editor.

In the event of co-editors having entered into this Agreement the Publisher shall send the page proofs to

the Corresponding Editor only and all persons entering into this Agreement as Editor agree that the Corresponding Editor shall correct and approve the page proofs on their behalf.

- 6.3.2 Proofs are sent to enable the Editor to check that the manuscript has been properly set in type and to allow the Editor to correct any typesetter's or illustrator's errors. No alterations or corrections may be made by the Editor other than for the purpose of correcting typographical errors without the Publisher's prior written consent. If the Editor makes further changes that lead to additional costs for the Publisher, and if such costs exceed 10% of the total cost of typesetting (or reproduction in the case of illustrations) they will be borne by the Editor. The Publisher shall have the right to charge and invoice these costs through its affiliated company Springer Nature Customer Service Center GmbH or Springer Nature Customer Service Center LLC, respectively, to the Editor, payable within 14 days of receipt of the invoice.

6.4 **Cooperation**

- 6.4.1 Without prejudice to the warranties and representations given by the Editor in this Agreement, the Editor shall cooperate fully with the Publisher in relation to any legal action that might arise from the publication or intended publication of the Work and the Editor shall give the Publisher access at reasonable times to any relevant accounts, documents and records within the power or control of the Editor.
- 6.4.2 The Editor authorises the Publisher and its licensees to take such steps as it or they consider necessary at its or their own expense as exclusive licensee of the Editor or (where lawful and necessary) in the Editor's name and on the Editor's behalf if the Publisher believes that a third party is infringing or is likely to infringe copyright or other intellectual property or related rights in the Work including but not limited to initiating legal proceedings.

§7 **Warranty**

- 7.1 The Editor warrants and represents that:
- (a) the Editor has full right, power and authority to enter into and perform its obligations under this Agreement; and
 - (b) the Editor 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
 - (c) the Work does not contain any apparent violations of any third party rights and/or anything that is likely to cause religious or racial hatred or encourage terrorism or be defamatory (or contain malicious falsehoods); and
 - (d) the Work has not been previously licensed, published or exploited and use of the Work shall not infringe or violate any contract, express or implied, to which the Editor, or any co-editor, who had entered into this Agreement, is a party; and
 - (e) the Work is a collection of papers presented at the conference(s) in , on ; if (one of) the conference(s) do(es) not take place on the respective date(s), then the Publisher may terminate this Agreement with immediate effect by written notice, unless the Parties have agreed on another date in writing. In the event of termination (i) the Editor shall refund all amounts (if any) received in respect of the Work previously paid to the Editor by the Publisher at the date of termination and (ii) all rights granted by the Editor to the Publisher under this Agreement shall revert to the Editor (subject to the provisions regarding any third party rights and payments under any subsisting licence or sub-licence in accordance with the Clause "**Termination**").
- 7.2 The Editor warrants and represents that the Editor, and each co-editor 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 **Appendix "Ethic Rules"** enclosed with this Agreement, as may be updated by the Publisher from time to time (provided that in the event of material changes the Publisher shall notify the Editor by email and if requested the Parties shall discuss these in good faith)
- (the "**Applicable Laws**").
- If the Editor 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 Editor prejudices the production or successful exploitation of 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**".

7.3 The Publisher reserves the right to amend and/or require the Editor to amend the Work 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 Editor in this Agreement.

7.4 If the Work links to media, social or functional enhancements provided on the Editor's, on one of the Authors' or on any third party's websites or repositories, the Editor shall ensure that neither the enhancements themselves nor the fact that the Work is linked to or refers to such material shall breach the Editor's warranties and representations above, and the content of the enhancements shall be deemed to be part of the Work for the purposes of this Clause. The Editor warrants and represents that the media, social or functional enhancements, or (with prior written notice to the Publisher) reasonable replacements thereof, shall be hosted and maintained for so long as the Work is published under this Agreement to the fullest extent legally and practically possible.

§8 Complimentary Copies, Editor's Discount and Electronic Access

8.1 The Editor or, if co-editors have entered into this Agreement, each of the co-editors, is entitled to receive 7 (seven) printed copies of the Work free of charge. The Editor, or each co-editor, may obtain additional copies of the Work for personal use at a discount of 40% off the list price, for as long as there is a contractual arrangement between the Editor 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 or of free copies of the Work is not permitted.

8.2 Furthermore, the Editor, or each co-editor, is entitled to purchase for their personal use 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 Editor 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.

8.3 The Publisher shall provide the electronic final published version of the Work to the Editor, provided that the Editor has included their email address in the manuscript of the Work.

§9 Remuneration

9.1 Subject to and in consideration of the performance of the Editor's obligations under this Agreement, the Publisher shall pay to the Editor a one-time remuneration of Euro 900.00 (the "**Fee**"). No royalties, costs or other moneys shall be payable to the Editor. The Fee shall be the sole remuneration for the grant of rights to the Publisher and the performance of the Editor's obligations under this Agreement, subject to the following provisions of this Clause. Payment of the Fee shall be due six (6) weeks after the date of publication i.e. when the Work is being first distributed and made available to the public by the Publisher in print or electronic form, whichever occurs earlier.

9.2 If the Publisher grants rights to another publisher or other third party, to enable their use of the Work or derivative works thereof or parts of either in an own edition or own product published or produced by that other publisher or party (but excluding co-editions) for example by a licence to translate the Work and to publish and distribute the translation ("**Subsidiary Rights**"), the Publisher shall pay to the Editor an amount equal to fifty percent (50%) of the Net Receipts.

"**Net Receipts**" is defined as realised revenue from exploitation of the Subsidiary Rights actually received by the Publisher in cleared funds in each case after deduction of any and all applicable taxes (such as VAT and/or withholding tax), charges and fees, commissions, refunds, returns, rebates and/or discounts.

The Editor's share of Net Receipts shall be calculated and paid in April each year for the preceding year. For the avoidance of doubt, any rights or licences that the Publisher grants to a third party with regard to the distribution or making available of the Work or derivative works thereof or parts of either in an edition, product or service published or produced by or on behalf of the Publisher, or an affiliate of the Publisher, itself (for example distribution rights or licences granted to Amazon, EBSCO, ProQuest or an entity affiliated with the Publisher with regard to their platforms or channels) are not Subsidiary Rights and shall be treated as remunerated by the Fee above.

- 9.3 All applicable remuneration set out above will be paid as a total to the joint group of co-editors. Accordingly, each co-editor will receive an equal share of any such payment by the Publisher.
- 9.4 The Publisher shall be entitled to retain any payments due to the Editor (and in respect of which the Publisher shall have no liability for non-payment including to pay any interest to the Editor):
- (a) in the event and for so long as the Editor has not provided the following necessary data in order to enable the Publisher to execute the payment: (i) Editor's entrepreneurial status including but not limited to Value Added Tax Identification Number ("**VAT ID**"), if applicable, or Editor's confirmation that they do not hold a VAT ID; (ii) the Editor's bank details; and (iii) the Editor's private address; and
 - (b) in the event that the amount of any payments due to the Editor is below the minimum payment threshold Euro 100, in which case the payments due will be automatically carried forward to the following payment period until the threshold has been met. If the minimum threshold is not met, the Editor shall always have the right to request for the outstanding balance to be paid out by electronic transfer provided that the details in (a) have been provided.
- 9.5 The Publisher and the Editor each 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 Work ("**Collective Rights**") have been or may be licensed on a non-exclusive basis by each of the Publisher and the Editor 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 Editor shall each receive and retain their share of revenue from use of the Work 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 Editor respectively and, if applicable, the registration and taxation of that revenue is the sole responsibility of the respective recipient party. The Publisher and the Editor shall cooperate as necessary in the event of any change to the licensing arrangements set out in this Clause.
- 9.6 In the event that the Work contains or links (e.g. through frames or in-line links) to media, social or functional enhancements, the aforesaid remuneration shall also cover the use of such material. No additional royalty, remuneration, licence fee, costs or other moneys shall be payable to the Editor in respect of such material.
- 9.7 Upon publication of new editions of the Work, the Editor shall continue to receive the same applicable payments in consideration as set out in this Clause above. If the Editor, or if the Editor comprises several co-editors any of the co-editors who are a party to this Agreement, is unwilling or unable (including due to death or incapacity) to prepare a new edition of the Work (see the Clause "**New Editions**"), the respective withdrawing Editor or co-editor or their successors shall receive an amount equal to fifty per cent (50%) of any applicable payments as set out above for the first following edition but shall receive no royalty, remuneration, licence fee, costs or other moneys and have no right or claim in respect of any subsequent further editions of the Work.

§ 10 Competing Works

During the term of this Agreement, the Editor agrees not to write, edit or contribute to a Competing Work.

For the purposes of this Clause, a "**Competing Work**" is any work which may reasonably be considered by the Publisher to prejudice sales of, or the exploitation of the rights in, the Work by the nature of its similar content, themes, target audience and/or common authors and/or editors.

§11 New Editions

- 11.1 The Publisher has the sole right to determine whether to publish any subsequent edition of the Work but only after reasonable consultation with the Editor. Once notified by the Publisher that a new edition of the Work is deemed necessary, the Editor agrees to deliver an updated manuscript, together with the material for any new illustrations and any other supporting content including media enhancements, in accordance with this Agreement within 12 months of such notification. Changes to existing Contributions are always subject to the existing Authors' agreement and/or new authors entering into standard author publishing agreements with the Publisher. New Contributions shall only be added if the respective author(s) enter(s) into standard author publishing agreements with the Publisher. Substantial changes in the nature or size of the Work require the written approval of the Publisher at its sole discretion. Upon publication of such new edition, the Editor's consideration shall be as set out in the Clause "**Remuneration**" or as otherwise agreed by the Parties at that time in a written amendment to or in a new written agreement replacing this Publishing Agreement. Subject to any such written amendment or new written agreement the terms of this Agreement shall apply to any new edition of the Work that is published under this "**New Editions**" Clause.
- 11.2 If the Editor, for whatever reason, is unwilling, unable or fails (including as a result of death or incapacity) to submit an updated manuscript that meets the terms of this Agreement within the above stated period, then the Publisher is entitled to revise, update and publish the content of the existing edition or to designate one or more individuals (which, where co-editors have entered into this Agreement, may be one or more of the co-editors) to prepare this and any future editions, provided that the new editions shall not contain anything that is a derogatory use of the Editor's work that demonstrably damages the Editor's academic reputation. In such case, the Editor shall not participate in preparing any subsequent editions. The Editor agrees that the Publisher shall be entitled but not obliged to continue to use the name of the Editor on any new editions of the Work together with the names of the person or persons who contributed to the new editions. Should the Editor or the Editor's successors object to such continuing use of the name of the Editor then they must notify the Publisher in writing when first contacted by the Publisher in connection with any new edition.

§12 Termination

- 12.1 In addition to the specific rights of termination set out in the Clause "**The Publisher's Responsibilities**" and the Clause "**The Editor's Responsibilities**", either Party shall be entitled to terminate this Agreement forthwith by notice in writing to the other Party if the other Party:
- (a) 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 90 days of being given written notice to do so; or
 - (b) as applicable, is made bankrupt or personally insolvent, or goes into liquidation other than voluntary liquidation for the purpose of reconstruction, or has a receiver or an administrative receiver appointed over the whole or any substantial part of its assets.
- 12.2 If the Publisher, acting reasonably, decides that the Work is not suitable for publication in the intended market place and/or community or that there is no substantial market for the Work, or the economic circumstances of publication have substantially changed (in each case other than due to the Work not being of a suitable quality to justify publication) then the Publisher may at any time terminate this Agreement by giving one month's notice to the Editor in writing. In the event of such termination:
- (a) the Editor shall be entitled to retain all amounts (if any) previously paid to the Editor by the Publisher in respect of the Work at the date of termination, and
 - (b) all rights granted by the Editor to the Publisher under this Agreement shall revert to the Editor (subject to the provisions regarding any third party rights and payments under any subsisting licence or sub-licence in the subclause below) and this shall be the Editor's sole right and remedy in relation to such non-publication.
- The Editor will not in any event be entitled to any further payments (if any) due after the date of termination in respect to the Work.
- 12.3 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) the rights of the Editor to any payments (if any) due in respect of exploitation of the Work by a third party pursuant to any licence granted by the Publisher prior to the date of termination; or
- (c) 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.

12.4 Subject to the foregoing, on termination of this Agreement in accordance with its terms, all rights and obligations of the Publisher and the Editor under this Agreement will cease immediately, except that the Editor's continuing obligations hereunder including under the Clause "**Warranty**" and any other terms of this Agreement that expressly or by implication survive termination of this Agreement shall remain in full force and effect. Without limitation of any of the foregoing provisions of this Clause, on termination of this Agreement the Publisher may continue to sell any copies of the Work which are in its power, possession or control as at the date of expiry or termination of this Agreement for a period of six months on a non-exclusive basis subject to the payment of royalties due (if any) hereunder.

§13 Taxation

13.1 All amounts mentioned in this Agreement are expressed exclusive of any value added or similar taxes ("**VAT**"), government fees or levies or other assessments (together hereinafter referred to as "**taxes**"). Reporting, collection and/or remittance of such taxes to the relevant tax authority shall be the responsibility of the Party who has the legal obligation to do so subject to the following provisions. If VAT is chargeable/due, the Publisher shall pay to the Editor and/or the Editor shall pay to the Publisher or its affiliated company Springer Nature Customer Service Center GmbH or Springer Nature Customer Service Center LLC, respectively (in addition to and at the same time as paying the principal amounts) an amount equal to the amount of such VAT. Appropriate invoices as required by law shall be issued.

The Editor is obliged to inform the Publisher about the Editor's entrepreneurial status (including but not limited to their VAT ID) and any change to that immediately. The Editor is responsible for paying their own social security contributions.

13.2 If there is a legal requirement for the Publisher to withhold any taxes ("**withholding taxes**"), the withholding taxes will be deducted by the Publisher from the payments to the Editor. The Publisher shall remit these withholding taxes to the competent tax authority and shall provide the Editor with appropriate evidence of remittance.

In the event that a reduction/exemption of withholding taxes can be claimed pursuant to a relevant double taxation agreement, the Editor shall provide the Publisher with sufficient proof thereof that enables the Publisher to take into consideration the reduction or exemption. The Editor and the Publisher will cooperate to arrange for such a reduction/exemption.

The Publisher is entitled to report related information (including personal and financial data) to the respective authorities.

13.3 The Editor is responsible for the taxation of the payments received from the Publisher as well as any other consideration mentioned in this Agreement in the Editor's country of residence. Generally, this also applies if any payments will be made to third parties.

§14 General Provisions

14.1 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

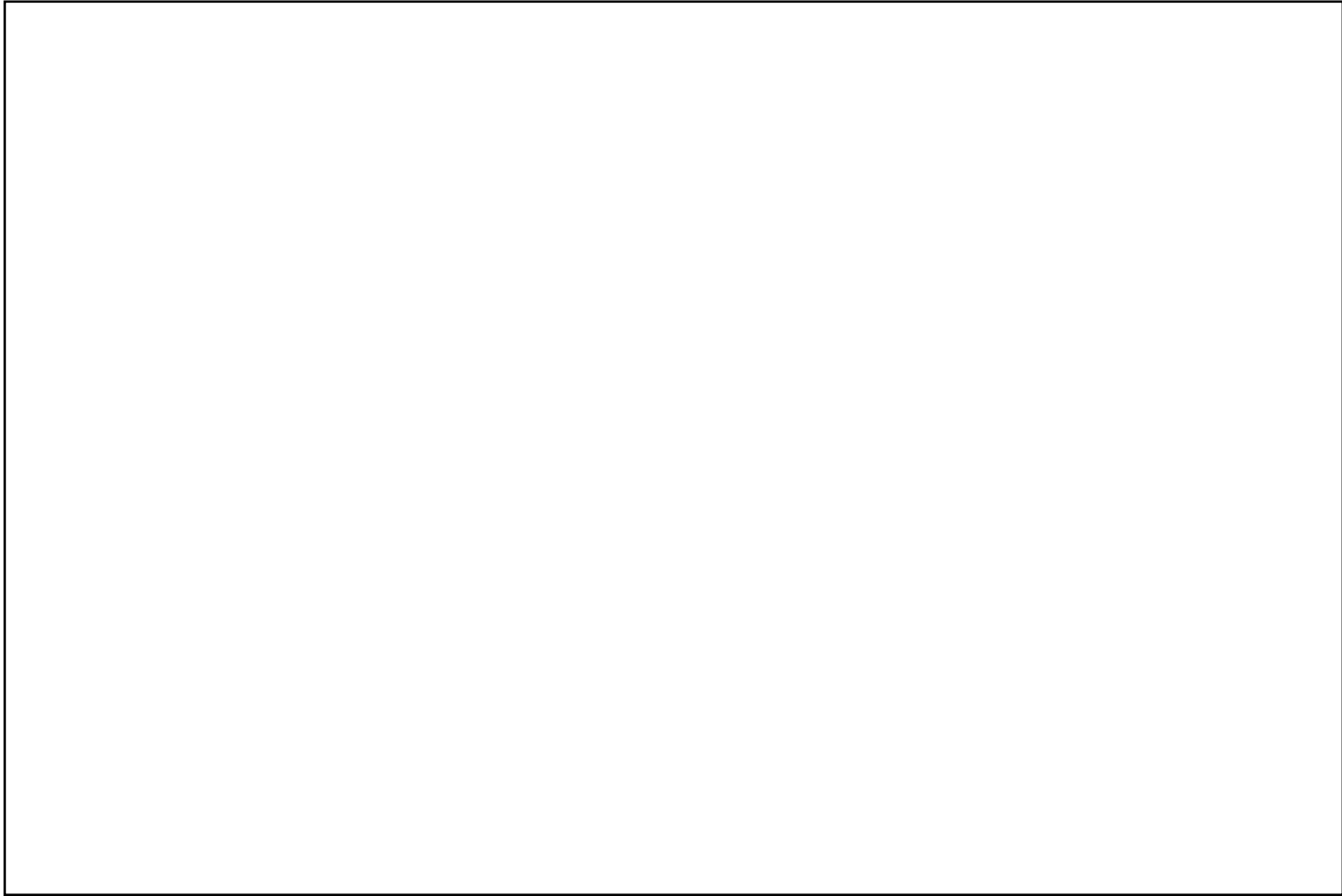
an electronic confirmation by both the Parties with DocuSign or a similar e-signature solution. Any notice of termination and/or reversion and, where applicable, any preceding notices (including any requesting remediable action under the Clause "**Termination**") must be provided in writing and delivered 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 Editor. If the Editor 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.

- 14.2 No failure or delay by either Party to exercise or enforce any term, right or remedy provided under or in connection with this Agreement shall constitute a waiver of that or any other term, right or remedy, nor shall it prevent or restrict the further exercise or enforcement of that or any other term, right or remedy. No single or partial exercise or enforcement of such term, right or remedy shall prevent or restrict the further exercise or enforcement of that or any other term, right or remedy.
- 14.3 The Editor will not, without the prior written consent of Publisher, disclose the terms of this Agreement to any third party, except to the Editor's respective professional advisors or as required by a court, regulatory body or other authority of competent jurisdiction.
- 14.4 Nothing contained in this Agreement shall constitute or shall be construed as constituting a partnership, joint venture or contract of employment between the Publisher and the Editor. 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.
- 14.5 If any difference shall arise between the Editor and the Publisher 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.
- 14.6 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.

To indicate their agreement to the terms outlined herein, all Parties have signed and exchanged this Agreement.

Editor(s)

Springer Nature Switzerland AG



Appendix "Ethic Rules"

1 **Code of Conduct for Book Editors**

Research is important to confirm, change or advance knowledge. Intellectual honesty and (research) integrity are essential in all scholarly work. These guidelines set the standards of proper ethical behaviour and responsibilities for book editors (including proceedings, encyclopedia, handbook and textbook editors).

Submitting a Proposal for a Volume

- (a) The submitted book proposal must be original and must not contain any plagiarism.
- (b) The decision to move forward is decided by (peer) review of the proposal to establish its intended appeal to a certain audience as well as other considerations such as market potential, fit with the publishing portfolio in that specific field, related publications, previous experiences (amongst others).
- (c) Editors may suggest (or request to exclude) reviewers. It is at the sole discretion of Publisher (whether or not) to use them.

2 **Editors**

The Tasks of Editors Include the Following:

- (a) organise and structure the work as a whole (when there are multiple book Editors it is understood that all contributed sufficiently to this process),
- (b) select the appropriate contributing Authors and/or Contributions,
- (c) ensure the contributing Authors (including the Editors, if they also serve as contributing Authors) are aware of and compliant with the expectations as set out in the Code of Conduct for Book Authors <https://www.springernature.com/gp/authors>,
- (d) ensure that the list of contributing Authors including who is acting as Corresponding Author (names, affiliations and sequence) as well as the Editor names, affiliations and sequence are correct and final when the manuscript is submitted. Once the manuscript has been delivered to production, changes to the author- or editorship are no longer possible,
- (e) critically review, approve and accept responsibility for the final manuscript,
- (f) support the Publisher in clarifying any doubt or misunderstanding with contributing Authors in relation to any of the topics specified below.

(Peer) Review of the Contracted Work

This Code describes best practices regarding (peer) review of Contributions that make up a book. Springer Nature endorses (peer) review as a key factor in developing and validating high quality scholarly publications. It is understood that readership differs per book type (edited volumes, reference works, textbooks, professional books, and conference proceedings (amongst others)) and that the approach to assess the merit of the Contribution should be aligned with both the expectations of the intended audience and norms within a specific discipline. Best practice is to solicit constructive feedback from an appropriate number of independent experts.

Reviewers should be made aware of the expectations as set out in the Guidelines for Book Reviewers <https://www.springernature.com/gp/reviewers>.

The decision to include a Contribution in the final work is the responsibility of the Editor.

Originality

The submitted work must not contain any plagiarism and should not have been published elsewhere in any form or language (unless the work is a translation of an original work; it is a new iteration of the same work with some degree of change ("revised edition"); and/or permission has been granted for reuse and/or is allowed under the Publisher's reuse policy).

Important note: The Publisher may use software to screen for plagiarism.

Related Manuscripts under Consideration for Publication

Editors should inform the Publisher of related works under consideration for publication and provide details of these relevant works (if applicable). For example: involvement with a major reference work as well as developing an edited volume on a similar topic. This ensures transparency and allows for proper citation of the first reported work.

Conflict of Interest

Editors are requested to disclose interests that are directly or indirectly related to the work submitted for publication.

Disclosure of interests provides a more complete and transparent process and helps readers form their own judgements of potential bias. This is not meant to imply that a financial relationship with an organisation that sponsored the research or compensation received for consultancy work is inappropriate. Interests may include but are not limited to the following: funding (grants, other forms of research support such as salaries, equipment, supplies, reimbursement for attending symposia, and other expenses), employment, financial interests (stocks, shares, consultation fees, patents and patent applications) and non-financial interests (professional interests, personal relationships or personal beliefs such as a position on an editorial board, advisory board or board of directors or other type of management relationships; writing and/or consulting for educational purposes; expert witness; mentoring relations).

Fundamental Errors

Editors have an obligation to share with the Publisher any significant error or inaccuracy in the published work either discovered by themselves or of which they are informed by an Author. A decision on how to correct the literature depends on the nature of the error. This may be a correction or retraction and will be the decision of the Publisher following the Committee on Publication Ethics (COPE) guidelines. The retraction note must provide transparency as to which parts of the work are impacted by the error.

Confidentiality

Editors should treat the following as confidential:

- (a) Correspondence with direct representatives from the Publisher about the contract and contractual details of the work;
- (b) Contributions under review;
- (c) Reviewers' reports.

If Editors are asked for information, for example, to help out a hiring or tenure and promotion committee they should only share information about the project's current status: out for review or in press.

Suspected Transgression of Ethical Standards

Editors should take ethical complaints concerning a published work seriously. If there is a suspicion of misbehaviour or alleged fraud the Publisher, in cooperation with the Editor, will carry out an investigation following the Committee on Publication Ethics (COPE) guidelines. If, after investigation, there are valid concerns, the accused Author (or Editor) will be contacted under their given e-mail address and given an opportunity to address the issue. Dependent on the situation, this may result in the Publisher's implementation of the following measures, including, but not limited to:

- (a) If the book proposal or work is still under consideration, it may be rejected and returned to the Author (or Editor(s)).
- (b) If the Work has already been published online, depending on the nature and severity of the infraction: (i) an erratum/corrigendum may be placed with the online version of the Work and be inserted in the printed editions of the Work (hardbound, MyCopy, paperback), or (ii) in severe cases retraction of the Work may occur. The reason must be given in the published erratum/corrigendum or retraction note. Please note that retraction means that the electronic edition of the Work is maintained on the platform, watermarked "retracted" and explanation for the retraction is provided in a note linked to the watermarked typescript. The printed editions of the Work then are no longer available. Or (dependent on the transgression) the electronic version of the Work is completely removed and an explanation for the retraction is provided in a note linked to the metadata of the Work.
- (c) The Author's (or Editor's) institution may be informed.
- (d) A notice of suspected transgression of ethical standards may be included as part of the Author's (or Editor's) and book's or chapter's bibliographic record.

Appendix "Editor's Reuse Rights"

- 1 The Editor may copy, distribute or otherwise reuse the Work, without the requirement to seek specific prior written permission from the Publisher, ("**Reuse**") subject to and in accordance with the following provisions:
 - (a) Reuse of the Work is permitted only to the extent and in so far as is reasonably necessary: (i) to share the Work as a whole to no more than 10 research colleagues engaged by the same institution or employer as the Editor for each colleague's personal and private use only; (ii) for classroom teaching use by the Editor in their respective academic institution by making available up to one Contribution from the Work provided that the Work or any part of it is not included in course packs for sale or wider distribution to any students, institutions or other persons nor any other form of commercial or systematic exploitation; or (iii) for the Editor to use parts of the Work in the further development of the Editor's scientific and/or academic career, for private use and research or within a strictly limited circulation which does not allow the Work to become publicly accessible nor prejudice sales of, or the exploitation of the Publisher's rights in, the Work (e.g. attaching a copy of a chapter to a job or grant application); and
 - (b) any Reuse of the Work in a new book, book chapter or journal article, whether published by the Publisher or by any third party, is limited to three figures (including tables) or single text extracts of less than 400 words from a chapter of the Work, but not more than five figures (including tables) or a total of 800 words from the whole Work.

Any Reuse must be based on the Version of Record only, and the original source of publication must be cited according to current citation standards. The "**Version of Record**" is defined as the final version of the Work as originally published, and as may be subsequently amended following publication in a contractually compliant manner, by or on behalf of the Publisher.
- 2 In each case where the Editor has Reuse rights or the Publisher grants specific use rights to the Editor according to the above provisions, this shall be subject always to the Editor obtaining at the Editor's sole responsibility, cost and expense the prior consent of any co-editor(s), the Author(s) of the respective Contribution(s) and/or any relevant third party.