
MAILS EXCHANGED WITH SPRINGER-NATURE TO PUBLISH AN ARTICLE IN A COLLECTIVE BOOK

Date: Wed, 17 Aug 2022 18:08:33 +0000

Publicheur P ---> MF

Dear Prof. Farge,

I am writing in regard to the chapter that you have written for this volume, in which you include the following note: "Copyright and License – This text is based on several articles and courses I have written over the past thirty years. In accordance with the European Commission policy and "Plan S" (<https://www.coalition-s.org>), I retain my copyright and provide a Creative Commons CC-BY license so that Springer Nature can publish this article."

Per the Consent-to-Publish (CTP) form we require authors to sign (a copy of which is attached here), the copyright of the chapter is retained by the author. It also allows for depositing the preprint version of the chapter in a preprint server such as arXiv or HAL. However, the agreement requires that the author grant us the exclusive right to publish and distribute the chapter. This is in contrast to a CC-BY license, which grants non-exclusive rights.

If you wish to publish your chapter in the volume with a CC-BY license, then it will need to be published open access (OA), for which you would need to pay a chapter-processing charge and sign a separate OA agreement. If, on the other hand, the terms of our CTP form are fine with you, I would just ask you to sign and return the attached form to me. We will then also remove the above mentioned note from your chapter.

P

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Date: Thu, 8 Sep 2022 16:47:03 +0000

Publicheur P ---> MF

Dear Prof. Farge,

The full agreement will consist of two separate documents: the contributor agreement (which you will sign) and the service agreement (for payment of the OA fee). A draft of both of these is attached. The final versions will need to be signed/completed electronically in DocuSign.

1. "566_89055982_CAL_OA_Marie Farge_EN.pdf" - this is the contributor agreement. Please review it carefully and let me know if you have any questions or if your contact information needs to be updated. Once you are ready to proceed, I will upload the agreement to DocuSign for your signature.

2. "566_89055982_SAC_OA_EN.pdf" - this is the service agreement. To complete the fields that are currently empty (marked with "TBD"), I will need to know the name and address of the Funder (I assume this will be your institution) and the name of the person who formally represents the Funder (e.g., a president or director, not the person to whom the invoice should be sent). The billing details for the invoice will be included on page 5. These can be provided either by you or someone at your institution and will need to be provided via DocuSign. If someone else will be completing this information, please provide me with their name and email address and I will have the DocuSign envelope sent to them.

Once both agreements have been signed/completed, I can then request that the invoice be generated and sent to the appropriate person. Please let me know if you have any questions about either document.

P

Date: Fri, 9 Sep 2022 21:07:47 +0000

Publicheur P ---> MF

Dear Prof. Farge,

I cannot send you an official invoice until both the Contributor Agreement and Service Agreement have been fully signed (this is a policy set by the company).

Clause 3 of the Service Agreement indicates that the open access fee is 2 570 Euro plus applicable taxes, which for France are 20%. If this is insufficient as documentation of the cost, I can try to request a pro forma invoice for you. I will still need the full information for the funder in order to do this.

P

Date: Fri, 16 Sep 2022 21:18:50 +0000

Publicheur P ---> MF

Dear Prof. Farge,

The volume editors have informed me that you have posted your chapter on the arXiv and selected a CC-BY license for it. Unfortunately, this does not comply with our policies on open access and self-archiving.

When your chapter was submitted to Springer for publication, it automatically became an Accepted Manuscript (AM). Our policies on AMs (which can be found here: <https://www.springernature.com/gp/open-research/policies/book-policies>) state that under no circumstances can an AM be shared or distributed under a Creative Commons license, unless you will be publishing the version of record with us open access.

In order to include your chapter in the book, the only available option now is for you to sign the consent-to-publish agreement I sent you previously and pay the open access fee. If you have any questions or concerns about the agreement, please let me know so that we may discuss it. If for some reason you do not wish to do this, then we will not publish your chapter in the book.

P

Date: Wed, 5 Oct 2022 19:35:36 +0000

Publicheur P ---> MF

Dear Prof. Farge,

I have now spoken with both our Open Access and Legal departments regarding your chapter. Both have confirmed that there is only one way we can include your chapter in the book: You will have to publish it OA with us, which involves signing our OA chapter agreement and paying the fee.

The fact that you published a version of your chapter on the arXiv and selected a CC-BY license for it does not change the situation. While a CC-BY license does allow anyone else to reuse the material however they choose, we cannot just take the file and place it into the book. Your chapter would need to be copyedited and typeset by our production team first. The typesetting involves converting the LaTeX into XML, which allows us to simultaneously produce the various formats in which our books are offered (print, PDF, HTML, ePub, etc.). There is a cost for all of this work, which is why payment of the fee is required.

While I realize you have offered to pay this fee, I still need you to sign our author agreement. There is absolutely no situation in which I can allow any material to be published without a signed agreement from an author. Our contracts protect the rights of both authors and Springer, as well as establish which responsibilities lie with each party.

I have exhausted every option on my end to try to find a mutually acceptable path forward, but unfortunately there is nothing further I can do. If you do not wish to sign the author agreement, then I will need to remove your chapter from the book.

P

Date: Mon, 10 Oct 2022 13:50:58

MF ---> Juriste de droit d'auteur J

Bonjour J,

Des collègues m'ont demandé d'écrire un chapitre dans un livre qui doit être publié par le groupe Springer Nature, ce que j'ai accepté à la condition de ne pas donner mon droit d'auteur. Mon chapitre fait 78 pages et le même jour où je leur ai envoyé mon manuscrit je l'ai mis sur arXiv en CC-BY (comme je le fais pour tous mes articles). Si tu veux le télécharger, voici le lien <https://arxiv.org/abs/2209.01808>

Tu trouveras en fichiers attachés: les mails échangés avec les quatre 'éditeurs' et avec X qui représente le 'publicheur' (j'ai mis en rouge les points importants), ainsi-que les deux contrats de Springer-Nature que l'on me demande de signer. Comme mon article est en CC-BY je considère que Springer Nature a le droit comme quiconque de le publier et que je n'ai rien à leur céder de plus. Dis-moi si mon attitude à leur égard est raisonnable ou si je dois signer ces contrats. En ce cas, **pourrais-tu**

m'indiquer les passages à supprimer car je voudrais être sûre que je pourrai réutiliser certaines parties, ainsi que les figures, pour un livre que je suis en train d'écrire à la demande de Cambridge University Press?

En te remerciant vivement pour ton aide précieuse, car je me sens démunie face à la situation qui conduit à me mettre à dos de bons amis furieux que je retarde la sortie du livre,
bien cordialement,

Marie

Date: Thu, 13 Oct 2022 21:27:09 +0000

Publicheur P ---> MF

Dear Prof. Farge,

Since your previous email, in which you indicated that you had sent the agreements to a lawyer for review, I have had the opportunity to speak with editor E regarding this situation. He informed that, in a recent email conversation, you stated that **you made it clear when first invited to write your chapter that you were not going to sign any legal agreements with us.**

If that is the case, I must admit that I do not entirely understand your current position on the matter. **I cannot publish your chapter if you will not sign the agreement.** On the other hand, this entire project has been hold for several months now as we have attempted find a resolution acceptable to both parties. Everyone involved is very eager to move forward with the publication of the book, and if we are going to wait an indefinite period of time for your lawyers, even further delays will be the result.

As responsible for this volume, I must consider - and balance - the wishes and needs of the other chapter authors, the volume editors, the series editor, and Springer Nature. Given all of this, **I am afraid that I have made the decision to remove your chapter from the volume so that we may proceed.**

I am sorry that we were not able to arrive at a mutually agreeable solution.

Sincerely,

P
