

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

Dr. Arturo Realyvásquez Vargas, Tecnológico Nacional de México/IT Tiju, Departamento de Ingeniería Industria, Calzada del Tecnológico S/N., Fraccionamiento Tomas Aquino, 22414 Tijuana, Mexico (ORCID: 0000-0003-2825-2595)

Dr. Jorge Luis García Alcaraz, Universidad Autónoma de Ciudad Juárez, Av. Del Charro 450 Norte, Col. Partido Romero, 32379 Ciudad Juárez, Mexico (ORCID: 0000-0002-7092-6963)

Dr. Suchismita Satapathy, Kalinga Inst of Industrial Technology, School of Mechanical Engineering, Kiit Road, 751024 Bhubaneswar, India (ORCID: 0000-0002-4805-1793)

Dr. José Roberto Díaz-Reza, Autonomous University of Ciudad Juarez, Av. Del Charro 450 Norte. Col. Partido Romero, 32310 Juárez, Mexico (ORCID: 0000-0002-0099-9171)
(the "**Author**")

Dr. Arturo Realyvásquez Vargas (ORCID: 0000-0003-2825-2595)
(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**".

§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) 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; and
- (c) each co-author hereby warrants and represents that the Corresponding Author has full right, power and authority to act on their behalf, and that they shall be bound by the Corresponding Author, with respect to all matters, notices and communications related to this Agreement.

§2 Subject of the Agreement

2.1 The Author will prepare a work provisionally entitled:

The PDCA Cycle for Industrial Improvement - Applied Case Studies

comprising a maximum of 120 pages, including approximately 60 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 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.

2.4 The Work may be published in the book series Synthesis Lectures on Engineering, Science, and Technology.



- 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, 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 Publisher, 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 Author 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 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 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 "**Author'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 **Author**. The Author has asserted their right(s) to be identified as the 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 Author 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 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.
- 3.3 The Publisher and the Author 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 Self-Archiving and Reuse

- 4.1 The Publisher permits the Author to archive the Work in accordance with the Publisher's guidelines, the current version of which is set out in the **Appendix "Author's Self-Archiving Guidelines"**. These guidelines may be updated by the Publisher at any time in its sole discretion.
- 4.2 The Publisher permits the Author 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 "Author's Reuse Rights"**. These guidelines may be updated by the Publisher at any time in its sole discretion.



- 4.3 The Author agrees and acknowledges that the Author 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 Author 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 Author. 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 Author, under this Agreement.
- 5.4 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 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 (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 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:
- (a) the Author shall be entitled to retain all amounts (if any) received in respect of the Work previously paid to the Author by the Publisher at the date of termination; and
 - (b) 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 and payments 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 Work but subsequently ceases publishing the Work 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**".



§6 The Author's Responsibilities

6.1 *Delivery and Acceptance of the Manuscript*

- 6.1.1 The Author shall deliver the Work 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 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 Author 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 Author by email or other written form and if requested the Parties shall discuss these in good faith). 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.**
- 6.1.2 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.
- 6.1.3 If the Author 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 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 shall be entitled to be given copies of all notes, manuscripts or other materials created by the Author or such co-authors relating to the Work 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 Work and any fees payable to the competent person shall be deducted by the Publisher, acting reasonably, from any sums due to the Author or the Author's successors under this Agreement; or
 - (b) terminate this Agreement with immediate effect by written notice to the Author or the Author's successors, in which case all advance payments (if any) paid to the Author 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 Author to the Publisher under this Agreement shall revert to the Author/Author'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 Author/Author'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.
- 6.1.4 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.
- 6.1.5 The Author 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**") and that any such Third Party Material is in the public domain (or otherwise unprotected by copyright/other rights) or has been included with written permission from or on behalf of the rights holder (and if requested in a form prescribed or approved by the Publisher) at the Author's expense unless otherwise agreed in writing, or is otherwise used in accordance with applicable law. On request from the Publisher, the Author shall in writing indicate the precise sources of these excerpts and their location in the manuscript. The Author shall also retain the written permissions and make them available to the Publisher on request.



6.2 **Approval for Publishing**

6.2.1 The Author 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 Author's approval for publishing is deemed to have been given if the Author does not respond within 12 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 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.

6.2.2 Proofs are sent to enable the Author to check that the manuscript has been properly set in type and to allow the Author to correct any typesetter's or illustrator's errors. No alterations or corrections may be made by the Author other than for the purpose of correcting typographical errors without the Publisher's prior written consent. If the Author 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 Author. 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 Author, payable within 14 days of receipt of the invoice.

6.3 **Cooperation**

6.3.1 Without prejudice to the warranties and representations given by the Author in this Agreement, the Author 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 Author shall give the Publisher access at reasonable times to any relevant accounts, documents and records within the power or control of the Author.

6.3.2 The Author 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 Author or (where lawful and necessary) in the Author's name and on the Author'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 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 Work 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 Work 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 Work and all of the purported facts contained in the Work 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 Work to any third party and the Work 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 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 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 Work was created or carried out has authorised and approved such work and its publication.

7.2 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 **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 Author by email and if requested the Parties shall discuss these in good faith)

(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 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 Author 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 Author in this Agreement.

7.4 If the Work links to media, social or functional enhancements provided on the Author's or any other party's websites or repositories, the Author shall ensure that neither the enhancements themselves nor the fact that the Work is linked to or refers to such material shall breach the Author'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 Author 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, Author's Discount and Electronic Access

8.1 The Author or, if co-authors have entered into this Agreement, each of the co-authors, is entitled to receive 2 (two) printed copies of the Work free of charge. The Author, or each co-author, 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 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 or of free copies of the Work is not permitted.

8.2 Furthermore, the Author, or each co-author, 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 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.

8.3 The Publisher shall provide the electronic final published version of the Work to the Author, provided that the Author 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 Author's obligations under this Agreement, the Publisher shall pay to the Author a one-time remuneration of Euro 500.00 (the "**Fee**"). No royalties, costs or other moneys shall be payable to the Author. The Fee shall be the sole remuneration for the grant of rights to the Publisher and the performance of the Author'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 Author 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 Author'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-authors. Accordingly, each co-author 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 Author (and in respect of which the Publisher shall have no liability for non-payment including to pay any interest to the Author):
- (a) in the event and for so long as the Author has not provided the following necessary data in order to enable the Publisher to execute the payment: (i) Author's entrepreneurial status including but not limited to Value Added Tax Identification Number ("**VAT ID**"), if applicable, or Author's confirmation that they do not hold a VAT ID; (ii) the Author's bank details; and (iii) the Author's private address; or
 - (b) in the event that the amount of any payments due to the Author 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 Author 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 Author 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 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 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 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.
- 9.6 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 Author in respect of such material.



- 9.7 Upon publication of new editions of the Work, the Author shall continue to receive the same applicable payments in consideration as set out in this Clause above. If the Author, or if the Author comprises several co-authors any of the co-authors 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 Author or co-author 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 Author 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.

§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 Author. Once notified by the Publisher that a new edition of the Work is deemed necessary, the Author agrees to deliver an updated manuscript in accordance with the terms of the Clause "**The Author's Responsibilities**" and the other relevant provisions of this Agreement, together with the material for any new illustrations and any other supporting content including media enhancements, within 9 months of such notification. 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 Author'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 Author, 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-authors have entered into this Agreement, may be one or more of the co-authors) to prepare this and any future editions, provided that the new editions shall not contain anything that is a derogatory use of the Author's work that demonstrably damages the Author's academic reputation. In such case, the Author shall not participate in preparing any subsequent editions. The Author agrees that the Publisher shall be entitled but not obliged to continue to use the name of the Author on any new editions of the Work together with the names of the person or persons who contributed to the new editions. Should the Author or the Author's successors object to such continuing use of the name of the Author 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 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:
- (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 Author in writing. In the event of such termination:

- (a) the Author shall be entitled to retain all amounts (if any) previously paid to the Author by the Publisher in respect of the Work at the date of termination, and
- (b) 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 and payments under any subsisting licence or sub-licence in the subclause below) and this shall be the Author's sole right and remedy in relation to such non-publication.

The Author 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 Author 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 Author under this Agreement will cease immediately, except that the Author'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 Author and/or the Author 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 Author is obliged to inform the Publisher about the Author's entrepreneurial status (including but not limited to their VAT ID) and any change to that immediately. The Author 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 Author. The Publisher shall remit these withholding taxes to the competent tax authority and shall provide the Author 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 Author shall provide the Publisher with sufficient proof thereof that enables the Publisher to take into consideration the reduction or exemption. The Author 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 Author is responsible for the correct taxation of the payments received from the Publisher as well as any other consideration mentioned in this Agreement. If payments are made to a third party at the



request of the Author, the Author will still be responsible for the taxation of the payment, unless local tax legislation determines otherwise.

§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 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.
- 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 Author will not, without the prior written consent of Publisher, disclose the terms of this Agreement to any third party, except to the Author'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 Author. 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 Author 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.

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Appendix "Ethic Rules"

1 **Code of Conduct for Book Authors**

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 authors (contributing authors to edited volumes and monograph authors).

2 **Authors**

Research and Author Conduct

Results should be presented clearly, honestly, and without fabrication, falsification or inappropriate data manipulation (including image based manipulation). Authors should adhere to discipline-specific rules for acquiring, selecting and processing data.

The Author will deal with the Publisher and its staff in a professional and courteous manner, ensuring their communications are appropriate in both volume and tone, and address all queries received relating to the work in a timely manner.

Authorship Principles

Authorship should be limited to those who contributed substantially to the scholarly work such as drafting and/or revising critically the intellectual content of the work or significant parts of it. "Honorary authorship" is not permitted. Third parties who added something substantial to the work but do not qualify as Authors should be mentioned in the acknowledgment section.

The Corresponding Author listed on the manuscript ensures that all appropriate co-authors are included on the manuscript, that all co-authors have approved the final version of the chapter, section or entry or full manuscript (where appropriate) and have agreed to its submission for publication. All co-authors share collective responsibility and accountability for the results. Please note that the naming of Authors is not merely a question of scientific ethics; it is also a copyright/moral rights issue and has therefore to be considered carefully.

Please include all Author names (in case of contributions in an edited work also the names of the book editors) and the addresses of the Authors' institutes, and please ensure that the sequence of the Author names is correct when the manuscript is submitted. Once the manuscript has been delivered to production, changes to authorship are no longer possible. Authors are recommended to add their ORCID identifier to their manuscript.

Originality

The submitted work must not contain any plagiarism and should not have been published elsewhere in any form or language (unless it is a complete work that follows up on a published preliminary report like an abstract, poster, conference presentation or journal article; the work substantially re-analyses study findings or re-interprets results for a different audience; it 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).

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Redundant Publication

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Acknowledgement of Sources

The work of others should always be properly acknowledged. Authors should cite and/or list publications that have influenced the reported work. Clarity should be provided on which text is the Authors' own and which text has been used from others (either verbatim, summarised or paraphrased).

Related Manuscripts under Consideration for Publication

Authors should inform the Editor or Publisher of related manuscripts under consideration for publication by the same Author(s) with another publisher and provide details of these relevant manuscripts. Authors should make sure that proper acknowledgement is given to any publication of related manuscripts in subsequent publications. For example: a journal article (not published yet) where material will also be



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Concurrent/Secondary Publication

Concurrent or secondary publication of material in other books is sometimes justifiable, provided certain conditions are met. Examples (amongst others) are: translations or works with different target audiences and/or co-authors. The Authors, Editor or Publisher must agree to the concurrent or secondary publication; there may be a publication interval negotiated; the secondary version may need to include a note or an acknowledgment that it is based on another first reported manuscript in [journal title / book title, full reference] and the secondary version should cite the primary version or a note or an acknowledgement that the same manuscript was concurrently published in [journal title / book title, full reference].

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Ethical Approval and Informed Consent

When reporting studies that involve human participants and/or animals and their data or biological material, Authors should make sure to include statements in a methods (or similar) section in the manuscript that the studies have been approved (or granted exemption) by the appropriate institutional and/or national research ethics committee and have been performed in accordance with the ethical standards as laid down in the 1964 Declaration of Helsinki and its later amendments or comparable ethical standards. Authors must - in all situations - include the name of the ethics committee and the reference number where appropriate. In addition, Authors should include a statement that informed consent (to participate and/or to publish) was obtained from individual participants (or parents or guardians if the participant is minor or incapable).

Avoiding Defamation

Authors should avoid untrue statements about an entity (who can be an individual person or a company) or descriptions of their behaviour or actions that could potentially be seen as personal attacks or allegations about that person. General rule: Authors should make sure that what they write is true or in case of opinions be fair comment.

Dual Use of Research

Research that may be misapplied to pose a threat to public health or national security should be clearly identified in the manuscript. Examples include creation of harmful consequences of biological agents or toxins, disruption of immunity of vaccines, unusual hazards in the use of chemicals, weaponization of research/technology (amongst others).

Fundamental Errors

Authors have an obligation to correct mistakes once they discover a significant error or inaccuracy in his/her own published work. 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 manuscript are impacted by the error.

Confidentiality

Authors should treat all communication with the Editors and/or Publisher (where appropriate) as confidential which includes correspondence with direct representatives from the Publisher or volume editors, series editors, series editorial board members or advisors (or similar roles) and reviewers' reports unless explicit consent has been received to share information. Manuscripts received for review must be treated as confidential documents.

Suspected Transgression of Ethical Standards

If there is a suspicion of misbehaviour or alleged fraud the Publisher will carry out an investigation following the COPE guidelines. If, after investigation, there are valid concerns, the accused Author 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 manuscript is still under consideration, it may be rejected and returned to the Author.
- (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 institution may be informed.
- (d) A notice of suspected transgression of ethical standards may be included as part of the Author's and book's or chapter's bibliographic record.



Appendix "Author's Self-Archiving Rights"

1 The Author may archive the Work but only subject to and in accordance with the following provisions:

2 **Preprint:**

A "**Preprint**" is defined as the Author's version of the Work submitted to the Publisher but before any peer review or any other editorial work by or on behalf of the Publisher has taken place.

The Author may make available: up to ten per cent (10%) of the Preprint for personal and private reading purposes only on any of:

- (a) the Author's own personal, self-maintained website over which the Author has sole operational control; and/or
- (b) a legally compliant, non-commercial preprint server, such as but not limited to arXiv, bioRxiv and RePEc; provided always that once the "Version of Record" (as defined below) of the Work has been published by or on behalf of the Publisher, the Author shall immediately ensure that any Preprint made available above shall contain a link to the Version of Record and the following acknowledgement:

"This is a preprint of the following work: [author of the book], [book title], [year of publication], [publisher (as it appears on the cover of the book)] reproduced with permission of [publisher (as it appears on the copyright page of the book)]. The final authenticated version is available online at: [http://dx.doi.org/\[insert DOI\]](http://dx.doi.org/[insert DOI])".

3 **Author's Accepted Manuscript:**

The "Author's Accepted Manuscript" ("**AAM**") is defined as the version of the Work following any peer review and acceptance, but prior to copy-editing and typesetting, by or on behalf of the Publisher.

The Author may make available up to ten per cent (10%) of the AAM on any of:

- (a) the Author's own, personal, self-maintained website over which the Author has sole operational control; and/or
- (b) the Author's employer's internal website or the Author's academic institution's or funder's repository; provided that in each case the respective part of the AAM is not made publicly available until after the Embargo Period.

The "**Embargo Period**" is a period ending twenty-four (24) months from the first publication of the "Version of Record" (as defined below) of the Work by or on behalf of the Publisher.

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These terms shall also be applicable to the Author.

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4 **Version of Record:**

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.



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- 1 The Author 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 any part of the Work is permitted in a new edition of the Work, or a new proceedings paper or a chapter in a new edited volume, written by the same Author provided that in each case the new work is published by the Publisher under a publishing agreement with the Publisher, and that at least ten percent (10%) of the new work is new additional content; and
 - (b) Reuse of any part of the Work is permitted in a new monograph or new textbook written by the same Author provided always that in each case the new work is published by the Publisher under a publishing agreement with the Publisher, and that at least eighty percent (80%) of the new work is new additional content; and
 - (c) Reuse of up to ten percent (10%) of the Work is permitted in a new monograph or textbook written by the same Author which is not published by the Publisher; and
 - (d) Reuse of the Work in a new book (other than a monograph or textbook), book chapter or journal article, published by any third party, or in a journal article published by the Publisher, is limited to three figures (including tables) or a single text extract of less than 400 words from an individual chapter of the Work, but not more than five figures (including tables) or a total of 800 words from the whole Work; and
 - (e) any further Reuse of the Work is permitted only to the extent and in so far as is reasonably necessary:
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