**Publishing Agreement  
for Contributions in Collected Works**

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

**[Names + Addresses of all co-authors of the chapter, including the corresponding author (where possible with ORCID)]**

(the “**Author**”)

whereas, in the event that the Author is more than one person, **[Name of the Corresponding Author]** serves as corresponding author

(the “**Corresponding Author**”)

on the one part and

Springer Nature Switzerland AG

Gewerbestrasse 11, 6330 Cham, Switzerland

(the “**Publisher**”)

on the other part;

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

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

**Computer Methods, Imaging and Visualization in Biomechanics and Biomedical Engineering II: Selected Papers from the 17th International Symposium CMBBE and 5th Conference on Imaging and Visualization, September 7-9, 2021**

(the "**Work**")  
edited by:  **João Manuel R. S. Tavares**, **Christoph Bourauel**, **Liesbet Geris**, **Jos Vander Slot**

(the “**Editor**”)

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

The Work may be published in the book series **Lecture Notes in Computational Vision and Biomechanics**

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When the Author is more than one person then, unless otherwise indicated in this Agreement or agreed in writing by the Publisher:  
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(c) each co-author is jointly and severally responsible for the Author’s obligations under this Agreement which apply to each co-author individually and to the co-authors collectively and the Publisher shall not be bound by any separate agreement or legal relationship as between the co-authors.

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   1. The Parties agree that the Publisher’s agreement to its contractual obligations in this Agreement in respect of its efforts in considering publishing and promoting the Contribution and the Work is good and valuable consideration for the rights granted and obligations undertaken by the Author under this Agreement, the receipt, validity and sufficiency of which is hereby acknowledged by the Author.  
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   1. The Publisher has the sole right to determine whether to publish any subsequent edition of the Work containing an updated version of the Contribution, but only after reasonable consultation with the Author. Once notified by the Publisher that an update of the Contribution 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 a reasonable period of time (as determined by the Publisher) after such notification. Substantial changes in the nature or size of the Contribution require the written approval of the Publisher at its sole discretion. The terms of this Agreement shall apply to any new edition of the Work that is published under this "**New Editions**" Clause.
   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 then they must notify the Publisher in writing when first contacted by the Publisher in connection with any new edition.
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   1. In addition to the specific rights of termination set out in the Clause "**The Publisher's Responsibilities**" and the Clause "**The Author's Responsibilities**", either Party shall be entitled to terminate this Agreement forthwith by notice in writing to the other Party if the other Party commits a material breach of the terms of the Agreement which cannot be remedied or, if such breach can be remedied, fails to remedy such breach within 45 days of being given written notice to do so.
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      (b) except where stated otherwise in this Agreement, any claim which either Party may have against the other for damages or otherwise in respect of any rights or liabilities arising prior to the date of termination;  
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   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.
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   3. 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 the Republic of Singapore. The courts of Singapore, Singapore shall have the exclusive jurisdiction.
   4. A person who is not a party to this Agreement (other than an affiliate of the Publisher) has no right to enforce any terms or conditions of this Agreement. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Publisher. If one or more provisions of this Agreement are held to be unenforceable (in whole or in part) under applicable law, each such provision shall be deemed excluded from this Agreement and the balance of the Agreement shall remain valid and enforceable but shall be interpreted as if that provision were so excluded. If one or more provisions are so excluded under this Clause then the Parties shall negotiate in good faith to agree an enforceable replacement provision that, to the greatest extent possible under applicable law, achieves the Parties' original commercial intention.

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

**Signature of Corresponding Author:**

…………………………………………………………

[Name of Author]

Date: ………………………………………

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