**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**

1. **Contracting Authors**

When the Author is more than one person then, unless otherwise indicated in this Agreement or agreed in writing by the Publisher:
(a) the expression “**Author**” as used in this Agreement will apply collectively for all such persons (each a "**co-author**");
(b) the Corresponding Author hereby warrants and represents that all co-authors of the contribution have expressly agreed that the Corresponding Author has full right, power and authority to sign this Agreement on their behalf, that the Corresponding Author is entitled to act on their behalf, and that they shall be bound by the Corresponding Author, with respect to all matters, responsibilities, notices and communications related to this Agreement; the Corresponding Author shall obtain authorisations and make them available to the Publisher on request; and
(c) each co-author is jointly and severally responsible for the Author’s obligations under this Agreement which apply to each co-author individually and to the co-authors collectively and the Publisher shall not be bound by any separate agreement or legal relationship as between the co-authors.

1. **Subject of the Agreement**
	1. The Author will prepare a contribution provisionally entitled:
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	2. The Contribution may contain links (e.g. frames or in-line links) to media enhancements (e.g. additional documents, tables, diagrams, charts, graphics, illustrations, animations, pictures, videos and/or software) or to social or functional enhancements, complementing the Contribution, which are provided on the Author’s own website or on a third party website or repository (e.g. maintained by an institution) subject always to the Author providing to the Editor, at the latest at the delivery date of the manuscript for the Contribution, an accurate description of each media enhancement and its respective website or repository, including its/their owner, nature and the URL. The Publisher is entitled to reject the inclusion of, or suspend, or delete links to all or any individual media enhancements.
	3. In the event that an index is deemed necessary, the Author shall assist the Editor in its preparation (e.g. by suggesting index terms), if requested by the Editor.
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	1. **Self-Archiving**: The Publisher permits the Rights Holder to archive the Contribution in accordance with the Publisher's guidelines, the current version of which is set out in the **Appendix "Author's Self-Archiving Guidelines"**.
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	(c) publication and distribution of the Contribution, the Work, or parts thereof as individual content elements, in accordance with market demand or other factors;
	(d) determination of layout and style as well as the standards for production;
	(e) setting or altering the list price, and allowing for deviations from the list price (if permitted under applicable jurisdiction);
	(f) promotion and marketing as the Publisher considers most appropriate.
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	The Author may also give such written notice requiring publication on the same terms as above if the Publisher has published the Contribution but subsequently ceases publishing the Contribution in all forms so that it is no longer available.
	This shall be the Author's sole right and remedy in relation to such non-publication and is subject always to the Author's continuing obligations hereunder including the Clause "**Warranty**".
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			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.
			3. If the Author fails to deliver the Contribution in accordance with the provisions of this Clause above by the Delivery Date (or within any extension period given by the Publisher at its sole discretion) or if the Author (or any co-author) dies or becomes incapacitated or otherwise incapable of performing the Author’s obligations under this Agreement, the Publisher shall be entitled to either:
			(a) elect to continue to perform this Agreement in accordance with its terms and the Publisher may commission an appropriate and competent person (who, in the case of co-authors having entered into this Agreement, may be a co-author) to complete the Contribution; or
			(b) terminate this Agreement with immediate effect by written notice to the Author or the Author's successors, in which case all rights granted by the Author to the Publisher under this Agreement shall revert to the Author/Author's successors (subject to the provisions of the Clause "**Termination**").
			4. The Author agrees, at the request of the Publisher, to execute all documents and do all things reasonably required by the Publisher in order to confer to the Publisher all rights intended to be granted under this Agreement.
			5. The Author warrants that the Contribution is original except for any excerpts from other works including pre-published illustrations, tables, animations, text quotations, photographs, diagrams, graphs or maps, and whether reproduced from print or electronic or other sources ("**Third Party Material**") and that any such Third Party Material is 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.
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			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.
			2. If the Author makes changes other than correcting typographical errors, the Author shall bear all the Publisher's costs of such alterations to proofs including without limitation to alterations to pictorial illustrations. The Publisher shall have the right to charge and invoice these costs plus value added or similar taxes (if applicable) through its affiliated company Springer Nature Customer Service Center GmbH or Springer Nature Customer Service Center LLC, respectively, to the Author, payable within 14 days of receipt of the invoice.
	3. ***Cooperation***

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

1. **Warranty**
	1. The Author warrants and represents that:
	(a) the Author has full right, power and authority to enter into and perform its obligations under this Agreement; and
	(b) the Author is the sole legal owner of (and/or has been fully authorised by any additional rights owner to grant) the rights licensed in the Clause "**Rights Granted**" and use of the Contribution shall in no way whatever infringe or violate any intellectual property or related rights (including any copyright, database right, moral right or trademark right) or any other right or interest of any third party subject only to the provisions in the Clause "**The Author's Responsibilities**" regarding Third Party Material (as defined above); and
	(c) the Contribution shall not contain anything that may cause religious or racial hatred or encourage terrorism or unlawful acts or be defamatory (or contain malicious falsehoods), or be otherwise actionable, including, but not limited to, any action related to any injury resulting from the use of any practice or formula disclosed in the Contribution and all of the purported facts contained in the Contribution are according to the current body of research and understanding true and accurate; and
	(d) there is no obligation of confidentiality owed in respect of any contents of the Contribution to any third party and the Contribution shall not contain anything which infringes or violates any trade secret, right of privacy or publicity or any other personal or human right or the processing or publication of which could breach applicable data protection law and that informed consent to publish has been obtained for all research or other featured participants; and
	(e) the Contribution has not been previously licensed, published or exploited and use of the Contribution shall not infringe or violate any contract, express or implied, to which the Author, or any co-author, who had entered into this Agreement,is a party and any academic institution, employer or other body in which work recorded in the Contribution was created or carried out has authorised and approved such work and its publication.
	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
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	If the Author is in material breach of any of the Applicable Laws or otherwise in material breach of accepted ethical standards in research and scholarship, or becomes the subject of any comprehensive or selective sanctions issued in any applicable jurisdiction (e.g. being subject to the OFAC sanctions list) or if, in the opinion of the Publisher, at any time any act, allegation or conduct of or about the Author prejudices the production or successful exploitation of the Contribution and the Work or brings the name and/or reputation of the Publisher or the Work into disrepute, or is likely to do so, then the Publisher may terminate this Agreement in accordance with the Clause "**Termination**".
	3. The Publisher reserves the right to amend and/or require the Author to amend the Contribution at any time to remove any actual or potential breach of the above warranties and representations or otherwise unlawful part(s) which the Publisher or its internal or external legal advisers identify at any time. Any such amendment or removal shall not affect the warranties and representations given by the Author in this Agreement.
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	1. The Author, or each co-author, is entitled to purchase for their personal use the Work and other books published by the Publisher at a discount of 40% off the list price, for as long as there is a contractual arrangement between the Author and the Publisher and subject to any applicable book price law or regulation. The copies must be ordered from the affiliated entity of the Publisher (Springer Nature Customer Service Center GmbH or Springer Nature Customer Service Center LLC, respectively). Resale of such copies is not permitted.
	2. The Publisher shall provide the electronic final published version of the Work to the Author, provided that the Author has included their e-mail address in the manuscript of the Contribution.
3. **Consideration**
	1. The Parties agree that the Publisher’s agreement to its contractual obligations in this Agreement in respect of its efforts in considering publishing and promoting the Contribution and the Work is good and valuable consideration for the rights granted and obligations undertaken by the Author under this Agreement, the receipt, validity and sufficiency of which is hereby acknowledged by the Author.
	The Parties expressly agree that no royalty, remuneration, licence fee, costs or other moneys whatsoever shall be payable to the Author.
	2. 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 Contribution (“**Collective Rights**”) have been or may be licensed on a non-exclusive basis by each of the Publisher and the Author to their respective CMOs to administer the Collective Rights under their reprographic and other collective licensing schemes (“**Collective Licences**”). Notwithstanding the other provisions of this Clause, the Publisher and the Author shall each receive and retain their share of revenue from use of the Contribution under Collective Licences from, and in accordance with, the distribution terms of their respective CMOs. To the fullest extent permitted by law, any such revenue is the sole property of the Publisher and the Author respectively and, if applicable, the registration and taxation of that revenue is the sole responsibility of the respective recipient party. The Publisher and the Author shall cooperate as necessary in the event of any change to the licensing arrangements set out in this Clause.
4. **New Editions**
	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.
5. **Termination**
	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.
	2. Termination of this Agreement, howsoever caused, shall not affect:
	(a) any subsisting rights of any third party under any licence or sub-licence validly granted by the Publisher prior to termination and the Publisher shall be entitled to retain its share of any sum payable by any third party under any such licence or sub-licence;
	(b) except where stated otherwise in this Agreement, any claim which either Party may have against the other for damages or otherwise in respect of any rights or liabilities arising prior to the date of termination;
	(c) the Publisher’s right to 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.
6. **General Provisions**
	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.
	2. 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.
	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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**Appendix “Author’s Self-Archiving Rights”**

The Publisher acknowledges that the Author retains rights to archive the Contribution but only subject to and in accordance with the following provisions:

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The Author may make available the Preprint of the Contribution 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 Contribution 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:
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Once the Version of Record (as defined below) of the Contribution has been published by or on behalf of the Publisher the Author shall immediately ensure that any part of the AAM made available shall contain a link to the Version of Record and the following acknowledgement:
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4. Any linking, collection or aggregation of self-archived Contributions from the same Work is strictly prohibited.

**Appendix “Author’s Reuse Rights”**

1. The Publisher acknowledges that the Author retains the ability to copy, distribute or otherwise reuse the Contribution, without the requirement to seek specific prior written permission from the Publisher, (“**Reuse**”) subject to and in accordance with the following provisions:
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(c) any other Reuse of the Contribution in a new book, book chapter, proceedings or journal article, whether published by the Publisher or by any third party, is limited to three figures (including tables) or a single text extract of less than 400 words; and
(d) any further Reuse of the Contribution is permitted only to the extent and in so far as is reasonably necessary: (i) to share the Contribution as a whole to no more than 10 research colleagues engaged by the same institution or employer as the Author for each colleague's personal and private use only; (ii) for classroom teaching use by the Author in their respective academic institution provided that the Contribution 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 Author to use all or parts of the Contribution in the further development of the Author's scientific and/or academic career, for private use and research or within a strictly limited circulation which does not allow the Contribution to become publicly accessible nor prejudice sales of, or the exploitation of the Publisher's rights in, the Contribution (e.g. attaching a copy of the Contribution to a job or grant application).
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