|  |  |  |
| --- | --- | --- |
| **Licence to Publish Proceedings Papers** |  | |
|  | |  |

|  |  |  |
| --- | --- | --- |
| Licensee | Springer Nature Switzerland AG | (the ‘Licensee’) |
|  |  |  |
| Title of the Proceedings Volume/Edited Book or Conference Name: | Progress in Industrial Mathematics at ECMI 2023 | (the ‘Volume’) |
|  |  |  |
| Volume Editor(s) Name(s): | Krzysztof Burnecki, Janusz Szwabiński, Marek Teuerle |  |
|  |  |  |
| Proposed Title of the Contribution: | Click here to enter text. | (the ‘Contribution’) |
|  |  |  |
| Series: The Contribution may be published in the following series | A Springer book series The European Consortium for Mathematics in Industry |  |
|  |  |  |
| Author(s) Full Name(s): | Click here to enter text. | (the ‘Author’) |
|  |  |  |
| *When Author is more than one person the expression “Author” as used in this Agreement will apply collectively unless otherwise indicated.* | | |
|  |  |  |
| Corresponding Author Name: | Click here to enter text. |  |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Instructions for Authors | <https://www.springer.com/gp/authors-editors/conference-proceedings/conference-proceedings-guidelines> | (the ‘Instructions for Authors’) |

1. **Grant of Rights**
   1. For good and valuable consideration, the Author hereby grants to the Licensee the perpetual, exclusive, world-wide, assignable, sublicensable and unlimited right to: publish, reproduce, copy, distribute, communicate, display publicly, sell, rent and/or otherwise make available the contribution identified above, including any supplementary information and graphic elements therein (e.g. illustrations, charts, moving images) (the ‘Contribution’) 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. Without limitation, the above grant includes: (i) the right to edit, alter, adapt, adjust and prepare derivative works; (ii) all advertising and marketing rights including without limitation in relation to social media; (iii) rights for any training, educational and/or instructional purposes; (iv) the right to add and/or remove links or combinations with other media/works; and (v) the right to create, use and/or license and/or sublicense content data or metadata of any kind in relation to the Contribution (including abstracts and summaries) without restriction. The above rights are granted in relation to the Contribution as a whole or any part and with or in relation to any other works.
   2. Without limiting the rights granted above, Licensee is granted the rights to use the Contribution for the purposes of analysis, testing, and development of publishing- and research-related workflows, systems, products, projects, and services; to confidentially share the Contribution with select third parties to do the same; and to retain and store the Contribution and any associated correspondence/files/forms to maintain the historical record, and to facilitate research integrity investigations. The grant of rights set forth in this clause (b) is irrevocable.
   3. If the Licensee elects not to publish the Contribution for any reason, all publishing rights under this Agreement as set forth in clause 1a above will revert to the Author.
2. **Copyright**

Ownership of copyright in the Contribution will be vested in the name of the Author. When reproducing the Contribution or extracts from it, the Author will acknowledge and reference first publication in the Volume.

1. **Use of Contribution Versions**
   1. For purposes of this Agreement: (i) references to the “Contribution” include all versions of the Contribution; (ii) “Submitted Manuscript” means the version of the Contribution as first submitted by the Author prior to peer review; (iii) “Accepted Manuscript” means the version of the Contribution accepted for publication, but prior to copy-editing and typesetting; and (iv) “Version of Record” means the version of the Contribution published by the Licensee, after copy-editing and typesetting. Rights to all versions of the Manuscript are granted on an exclusive basis, except for the Submitted Manuscript, to which rights are granted on a non-exclusive basis.
   2. The Author may make the Submitted Manuscript available at any time and under any terms (including, but not limited to, under a CC BY licence), at the Author’s discretion. Once the Contribution has been published, the Author will include an acknowledgement and provide a link to the Version of Record on the publisher’s website: “This preprint has not undergone peer review (when applicable) or any post-submission improvements or corrections. The Version of Record of this contribution is published in [insert volume title], and is available online at https://doi.org/[insert DOI]”.
   3. The Licensee grants to the Author (i) the right to make the Accepted Manuscript available on their own personal, self-maintained website immediately on acceptance, (ii) the right to make the Accepted Manuscript available for public release on any of the following twelve (12) months after first publication (the "Embargo Period"): their employer’s internal website; their institutional and/or funder repositories. Accepted Manuscripts may be deposited in such repositories immediately upon acceptance, provided they are not made publicly available until after the Embargo Period.  
      The rights granted to the Author with respect to the Accepted Manuscript are subject to the conditions that (i) the Accepted Manuscript is not enhanced or substantially reformatted by the Author or any third party, and (ii) the Author includes on the Accepted Manuscript an acknowledgement in the following form, together with a link to the published version on the publisher’s website: “This version of the contribution has been accepted for publication, after peer review (when applicable) but is not the Version of Record and does not reflect post-acceptance improvements, or any corrections. The Version of Record is available online at: http://dx.doi.org/[insert DOI]. Use of this Accepted Version is subject to the publisher’s Accepted Manuscript terms of use <https://www.springernature.com/gp/open-research/policies/accepted-manuscript-terms>”. Under no circumstances may an Accepted Manuscript be shared or distributed under a Creative Commons or other form of open access licence.  
      Any use of the Accepted Manuscript not expressly permitted under this subclause (c) is subject to the Licensee’s prior consent.
   4. The Licensee grants to Author the following non-exclusive rights to the Version of Record, provided that, when reproducing the Version of Record or extracts from it, the Author acknowledges and references first publication in the Volume according to current citation standards. As a minimum, the acknowledgement must state: “First published in [Volume, page number, year] by Springer Nature”.
      1. to reuse graphic elements created by the Author and contained in the Contribution, in presentations and other works created by them;
      2. the Author and any academic institution where they work at the time may reproduce the Contribution for the purpose of course teaching (but not for inclusion in course pack material for onward sale by libraries and institutions);
      3. to reuse the Version of Record or any part in a thesis written by the same Author, and to make a copy of that thesis available in a repository of the Author(s)’ awarding academic institution, or other repository required by the awarding academic institution. An acknowledgement should be included in the citation: “Reproduced with permission from Springer Nature”;
      4. to reproduce, or to allow a third party to reproduce the Contribution, in whole or in part, in any other type of work (other than thesis) written by the Author for distribution by a publisher after an embargo period of 12 months; and
      5. to publish an expanded version of their Contribution provided the expanded version (i) includes at least 30% new material (ii) includes an express statement specifying the incremental change in the expanded version (e.g., new results, better description of materials, etc.).
2. **Warranties & Representations**

Author warrants and represents that:

* + 1. the Author is the sole copyright owner or has been authorised by any additional copyright owner(s) to grant the rights defined in clause 1,
    2. the Contribution does not infringe any intellectual property rights (including without limitation copyright, database rights or trade mark rights) or other third party rights and no licence from or payments to a third party are required to publish the Contribution,
    3. the Contribution has not been previously published or licensed, nor has the Author committed to licensing any version of the Contribution under a licence inconsistent with the terms of this Agreement,
    4. if the Contribution contains materials from other sources (e.g. illustrations, tables, text quotations), Author has obtained written permissions to the extent necessary from the copyright holder(s), to license to the Licensee the same rights as set out in clause 1 but on a non-exclusive basis and without the right to use any graphic elements on a stand-alone basis and has cited any such materials correctly;
  1. all of the facts contained in the Contribution are according to the current body of research true and accurate;
  2. nothing in the Contribution is obscene, defamatory, violates any right of privacy or publicity, infringes any other human, personal or other rights of any person or entity or is otherwise unlawful and that informed consent to publish has been obtained for any research participants;
  3. nothing in the Contribution infringes any duty of confidentiality owed to any third party or violates any contract, express or implied, of the Author;
  4. all institutional, governmental, and/or other approvals which may be required in connection with the research reflected in the Contribution have been obtained and continue in effect;
  5. all statements and declarations made by the Author in connection with the Contribution are true and correct;
  6. the signatory who has signed this Agreement has full right, power and authority to enter into this Agreement on behalf of all of the Authors; and
  7. the Author complies in full with: i. all instructions and policies in the Instructions for Authors, ii. the Licensee’s ethics rules (available at <https://www.springernature.com/gp/authors/book-authors-code-of-conduct>), as may be updated by the Licensee at any time in its sole discretion.

1. **Cooperation**
   1. The Author will cooperate fully with the Licensee in relation to any legal action that might arise from the publication of the Contribution, and the Author will give the Licensee access at reasonable times to any relevant accounts, documents and records within the power or control of the Author. The Author agrees that any Licensee affiliate through which the Licensee exercises any rights or performs any obligations under this Agreement is intended to have the benefit of and will have the right to enforce the terms of this Agreement.
   2. Author authorises the Licensee to take such steps as it considers necessary at its own expense in the Author’s name(s) and on their behalf if the Licensee believes that a third party is infringing or is likely to infringe copyright in the Contribution including but not limited to initiating legal proceedings.
2. **Author List**

Changes of authorship, including, but not limited to, changes in the corresponding author or the sequence of authors, are not permitted after acceptance of a manuscript.

1. **Post Publication Actions**

The Author agrees that the Licensee may remove or retract the Contribution or publish a correction or other notice in relation to the Contribution if the Licensee determines that such actions are appropriate from an editorial, research integrity, or legal perspective.

1. **Controlling Terms**

The terms of this Agreement will supersede any other terms that the Author or any third party may assert apply to any version of the Contribution.

1. **Governing Law**

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.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Signed for and on behalf of the Author  [Ha |  | Print Name: |  | Date: |
|  |  |  |  |  |

|  |  |  |
| --- | --- | --- |
| Address: |  |  |
| Email: |  |  |

Springer Nature Switzerland AG, Gewerbestrasse 11, 6330 Cham, Switzerland

ER\_Book\_ProceedingsPaper\_LTP\_ST\_v.1.0 (10\_2021)