

# Publishing Agreement

## for Contributions in Collected Works

**SPRINGER NATURE**

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

**Vinit Shah, 1447 North Philadelphia, Pennsylvania, Apartment A, 19121-4774, USA**

**Meysam Golmohammadi, 6040 Center Drive, Apartment 347, Los Angeles, California, 90045-2468, USA**

**Iyad Obeid, 1947 North 12<sup>th</sup> Street, Room 702B, Philadelphia, Pennsylvania, 19122-6018, USA, ORCID: 0000-0002-5796-843X**

**Joseph Picone, 1947 North 12th Street, Room 718, Philadelphia, Pennsylvania, 19122-6018, USA, ORCID: 0000-0001-6836-7886**  
(the “**Author**”)

whereas, in the event that the Author is more than one person, **Joseph Picone** 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:

**Signal Processing in Biomedicine**

(the “**Work**”)

edited by:

**Dr. Iyad Obeid, Dr. Ivan Selesnick, Dr. Joseph Picone**

(the “**Editor**”)

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

### §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.

### §2 Subject of the Agreement

2.1 The Author will prepare a contribution provisionally entitled:

**Objective Evaluation Metrics for Automatic Classification of EEG Events**

The expression “**Contribution**” as used in this Agreement means the contribution 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.

2.2 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.

2.3 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.

### § 3 Rights Granted

3.1 The Author hereby grants to the Publisher the perpetual, sole and exclusive, world-wide, transferable, sub-licensable and unlimited right to publish, produce, copy, distribute, communicate, display publicly, sell, rent and/or otherwise make available 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, in each case with the right to grant further time-limited or permanent rights. 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.

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 Contribution or parts thereof (including abstracts and summaries) without restriction.

The Publisher also has the right to commission completion of the Contribution in accordance with the Clause "**Author's Responsibilities – Delivery and Acceptance of the Manuscript**" and of an updated version of the Contribution for new editions of the Work in accordance with the Clause "**New Editions**".

**3.2** The copyright in the Contribution shall be vested in the name of the **Author**. The Author has asserted their right(s) to be identified as the originator of the Contribution in all editions and versions, published in all forms and media. The Author agrees that all editing, alterations or amendments to the Contribution 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.

## § 4 Self-Archiving and Re-Use

**4.1 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"**.

**4.2 Re-Use:** The Publisher permits the Author to copy, distribute or otherwise re-use the Contribution, 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 Re-Use Rights"**.

## § 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 Contribution and the Work in print and/or electronic form at its own expense and risk within a reasonable time after acceptance of the Work 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 Contribution and 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 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 to optimise sales.

**5.2** All rights, title and interest, including all intellectual property or related rights in the typography, design and/or look-and-feel of the Contribution 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 sub-clause shall continue to apply notwithstanding any termination of, and/or any reversion of rights in the Contribution to the Author, under this Agreement.

**5.3** 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 Contribution 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, and (ii) the Publisher has given written notice of acceptance in writing of the final manuscript of the entire Work to the Editor. If following (i) and (ii) above the Publisher has not published the Contribution 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 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 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 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**".

## § 6 The Author's Responsibilities

### 6.1 *Delivery and Acceptance of the Manuscript*

**6.1.1** The Author shall deliver the Contribution to the Editor (or, if requested by the Publisher, to the Publisher) on or before **November 1, 2020** (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 Contribution. The Contribution 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 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 Contribution by the Delivery Date, or within any extension period given by the Publisher, at its sole discretion, in accordance with the provisions of this Clause above, or if the Author, or in the case of co-authors having entered into this Agreement, 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**").

**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 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.

## **6.2 Approval for Publishing**

**6.2.1** The Author shall proofread the page proofs for the Contribution 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 a reasonable period of time (as determined by the Publisher) after receiving the proofs. 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** 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.

## **§ 7 Co-operation**

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.

## **§ 8 Warranty**

**8.1** 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 science 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.

**8.2** 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 (available at <https://www.springernature.com/gp/authors>), as may be updated by the Publisher at any time in its sole discretion. The Publisher shall notify the Author in the event of material changes by email or other written means (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 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**".

**8.3** 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.

## § 9 Author's Discount and Electronic Access

**9.1** 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.

**9.2** 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.

## § 10 Consideration

**10.1** 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, subject to the following provisions of this Clause.

**10.2** 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.

## § 11 New Editions

**11.1** 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.

**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 scientific 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 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.

## §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 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 approval to do so.

**12.2** 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 6 months on a non-exclusive basis.

### §13 General Provisions

**13.1** 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 document written and 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.

**13.2** 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.

**13.3** 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 *Switzerland*. The courts of *Zug, Switzerland* shall have the exclusive jurisdiction.

**13.4** 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:**

**Date:**

Joseph Picone  
.....

November 20, 2020  
.....

*For internal use only:*

Order Number: 89069219

GPU/PD/PS: 3/37/592

Book\_Contributor\_Non-OA\_Normal\_EN (Short Non-RG) - 05/2019

## 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:

### 1. Pre-Print:

A “**Pre-print**” is defined as the Author’s version of the Contribution 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 the Pre-print 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 pre-print 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 Pre-print made available above shall contain a link to the Version of Record and the following acknowledgement:

*“This is a pre-print of the following chapter: [author of the chapter], [chapter title], published in [book title], edited by [editor of the book], [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])”.*

### 2. Author’s Accepted Manuscript:

The “Author’s Accepted Manuscript” (“**AAM**”) is defined as the version of the Contribution following any peer-review and acceptance, but prior to copyediting and typesetting, by or on behalf of the Publisher.

The Author may make available the AAM of the Contribution 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 their academic institution 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 Contribution by or on behalf of the Publisher.

The Author must ensure that any part of the AAM made available contains the following:

*“Users may only view, print, copy, download and text- and data-mine the content, for the purposes of academic research. The content may not be (re-)published verbatim in whole or in part or used for commercial purposes. Users must ensure that the author’s moral rights as well as any third parties’ rights to the content or parts of the content are not compromised.”*

These terms shall also be applicable to the Author.

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:

*“This is an Author Accepted Manuscript version of the following chapter: [author of the chapter], [chapter title], published in [book title], edited by [editor of the book], [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. Version of Record:

The “**Version of Record**” is defined as the final version of the Contribution as originally published, and as may be subsequently amended following publication in a contractually compliant manner, by or on behalf of the Publisher.

### 4. Any linking, collection or aggregation of self-archived Contributions from the same Work is strictly prohibited.

## Appendix “Author’s Re-Use Rights”

1. The Publisher acknowledges that the Author retains the ability to copy, distribute or otherwise re-use the Contribution, without the requirement to seek specific prior written permission from the Publisher, (“**Re-Use**”) subject to and in accordance with the following provisions:
  - (a) Re-Use of the Contribution or any part of it is permitted in a new edition of the Work or in a new monograph or new textbook 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
  - (b) Re-Use of the Version of Record (as defined below) of the Contribution or any part of it is permitted in a thesis written by the same Author, and the Author is entitled to make a copy of the thesis containing content of the Contribution available in a repository of the Author’s academic institution; and
  - (c) any other Re-Use 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 single text extracts of less than 400 words; and
  - (d) any further Re-Use 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 this does not permit inclusion of any of the Contribution 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).
2. Any Re-Use must be based on the Version of Record only, and provided the original source of publication is cited according to current citation standards. The “**Version of Record**” is defined as the final version of the Contribution as originally published, and as may be subsequently amended following publication in a contractually compliant manner, by or on behalf of the Publisher.
3. In each case where the Author has Re-Use rights or the Publisher grants specific use rights to the Author according to the above provisions, this shall be subject always to the Author obtaining at the Author’s sole responsibility, cost and expense the prior consent of any co-author(s) and/or any relevant third party.
4. Any linking, collection or aggregation of re-used Contributions from the same Work is strictly prohibited.