

Publishing Agreement

The following agreement has been approved by and entered into between

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(hereinafter called **Editor**)
on the one part and

Springer Nature Switzerland AG
Gewerbstrasse 11
6330 Cham, Switzerland
(hereinafter called **Publisher**)
on the other part.

When Editor is more than one person the expression “Editor” as used in this agreement will apply collectively unless otherwise indicated.

§ 1 Rights Granted

- 1.1 Editor, in cooperation with further contributing authors to the work (hereinafter called **Authors**), undertakes to prepare for publication by Publisher a work provisionally entitled:

Nature-Based Flood Risk Management on Private Land: Disciplinary Perspectives on a
Multidisciplinary Challenge

(hereinafter called Work)

comprising approximately 156 pages, including approximately 50 illustrations. The Publisher intends to publish the Work under the imprint **Springer**.

The Work may contain or link to media, social or functional enhancements. If such enhancements are included in or linked to the Work it will be specified in Clause 9. To the extent Clause 9 specifies that enhancements are included in the Work, they are an integral part of the Work and, unless otherwise explicitly set forth in Clause 10, all rights, licences and obligations agreed to hereunder shall apply to such enhancements.

- 1.2 The Work is distributed under the terms of the Creative Commons Attribution 4.0 International License (<http://creativecommons.org/licenses/by/4.0/>), which permits use, duplication, adaptation, distribution, and reproduction in any medium or format, as long as appropriate credit is given to the original author(s) and the source, a link is provided to the Creative Commons license, and any changes made are indicated.
- 1.3 Editor hereby grants and assigns to Publisher on a non-exclusive basis, the permanent, world-wide, transferable, sub-licensable and unlimited right to reproduce, publish, distribute, transmit, make available or otherwise communicate to the public, translate, publicly perform, archive, store, lease or lend and sell the Work or parts thereof individually or together with other works in any language, in all revisions and versions (including soft cover, book club and collected editions, anthologies, advance printing, reprints or print to order, microfilm editions, audiograms and videograms), in all forms and media of expression including in electronic form (including offline and online use, push or pull technologies, use in databases and data networks (e.g. Internet) for display, print and storing on any and all stationary or portable end-user devices, e.g. text readers, audio, video or interactive devices, and for use in multimedia or interactive versions as well as for the display or transmission of the works or parts thereof in data networks or search engines, and posting the Work on social media accounts closely related to the Work, as well as using the Work for training purposes, such as but not limited to massive open online courses), in whole, in part or in abridged form, in each case as now known or developed in the future, including the right to grant further time-limited or permanent rights. Publisher especially has the right to permit others to use individual illustrations, tables or text quotations and may use the Work for advertising purposes. For the purposes of use in electronic forms, Publisher may adjust the Work to the respective form of use and include links (e.g. frames or inline-links) or otherwise combine it with other works and/or remove links or combinations with other works provided in the Work. For the avoidance of doubt, all provisions of this contract apply regardless of whether the Work itself constitutes a database under applicable copyright laws or not.
- 1.4 The copyright of the Work shall be vested in the name of Editor and the Authors. Editor has asserted his/her right(s) to be identified as an originator of this Work in all editions and versions of the Work and parts thereof, published in all forms and media. Publisher may take, either in its own name or in that of Editor, any necessary steps to protect the rights granted under this Agreement against infringement by third parties. It will have a copyright notice inserted into all editions of the Work according to the provisions of the Universal Copyright Convention (UCC).

- 1.5 A notice about the terms of the [Creative Commons Attribution 4.0 International License](#) will be published in all editions of the Work. The electronic edition of the Work will be clearly labeled as “open access content” and contain an open access flag in the Publisher’s product database (currently SpringerLink).
- 1.6 The parties acknowledge that there may be no basis for claim of copyright in the United States to a Work prepared by an officer or employee of the United States government as part of that person’s official duties. If the Work was performed under a United States government contract, but Editor is not a United States government employee, Publisher grants the United States government royalty-free permission to reproduce all or part of the Work and to authorise others to do so for United States government purposes. If the Work was prepared or published by or under the direction or control of the Crown (i.e., the constitutional monarch of the Commonwealth realm) or any Crown government department, the copyright in the work shall, subject to any agreement with Editor, belong to the Crown. If Editor is an officer or employee of the United States government or of the Crown, reference will be made to this status on the signature page.

§ 2 Delivery and Acceptance of the Work

- 2.1 Editor shall deliver the Work to Publisher on or before **31 May 2019** (hereinafter called **Delivery Date**) electronically in Microsoft Word format or in such form as may be agreed in writing with Publisher. The Work shall be in a form acceptable to the Publisher (acting reasonably) and in line with the instructions contained in the guidelines and Editor shall provide at the same time, or earlier if the Publisher reasonably requests, any editorial, publicity or other form required by the Publisher. Publisher is entitled to have the Work peer-reviewed by external reviewers of its choice. If Editor fails to deliver the Work by the Delivery Date, or within any grace period given by Publisher, acting reasonably, then Publisher shall be entitled to terminate this Agreement with immediate effect by written notice to Editor. If Editor, or where Editor consists of two or more persons, any of the persons comprising the Editor, dies or becomes incapacitated or otherwise incapable of performing Editor’s obligations under this Agreement, Publisher shall be entitled to be given copies of all notes, manuscripts or other materials relating to the Work. Publisher may either terminate this Agreement with immediate effect (by written notice to Editor or Editor's estate) or elect to continue to publish the Work as a regular non-open-access publication, whereby Publisher will issue a new Publishing Agreement.
- 2.2 Publisher is entitled to carry out editorial changes on the manuscript within the usual limits. This is intended especially to enhance the uniform overall organisation and form of the Work. Any significant changes in content require the approval of Editor. Publisher is entitled to prepare and use summaries within the intended use of the Work and for the purposes of sales, distribution and advertising.
- 2.3 Editor agrees, at the request of Publisher, to execute all documents and do all things reasonably required by Publisher in order to confer to Publisher all rights intended to be granted under this Agreement. Editor, in cooperation with the Authors, warrants and represents that the Work is original except for such excerpts from copyrighted works (including illustrations, tables, animations and text quotations) as may be included with the permission of the copyright holder thereof, in which case(s) Editor shall make sure that the Author(s) obtain(s) written permission to the extent necessary (including without limitation open access licenses, where appropriate) and that the Author(s) indicate(s) the precise sources of the excerpts in the manuscript. Editor, in cooperation with the Authors, warrants and represents that they are entitled to grant the rights in accordance with Clause 1 “Rights Granted”, that Editor has not assigned such rights to third parties, that the Work has not heretofore been published in whole or in part. Editor is responsible for ensuring

that all Authors sign Publishing Agreements or Consent-to-Publish forms in which each Author warrants and represents that his/her contribution contains no libellous or defamatory statements and does not infringe on any copyright, trademark, patent, statutory right or proprietary right of others, including rights obtained through licences. Editor agrees, in cooperation with the Authors, to amend the Work to remove any potential obscenity, defamation, libel, malicious falsehood or otherwise unlawful part(s) identified at any time. Any such removal or alteration shall not affect the warranties and representations given by Editor in this Agreement.

§ 3 Publication of the Work

3.1 Publisher will undertake the publication and distribution of the Work in print and electronic form at its own expense and risk within a reasonable time after it has given notice of its acceptance of the Work to Editor in writing. The final determination of the electronic formats and the number of copies produced is at the discretion of Publisher. Publisher will, at its sole discretion, set or alter the list-price, allow for deviations from the list-price (if permitted under applicable jurisdiction) and promote the Work as it considers most appropriate to optimise sales, including a good and suitable presentation for all distribution channels. All right, title and interest in the typography, design and/or look-and-feel of the Work shall remain the property of and is reserved to Publisher. Illustrations and any other material or immaterial property prepared at the expense of Publisher remain, as between the parties, the exclusive property of Publisher.

Nothing in this Agreement shall constitute an undertaking on the part of Publisher to publish the Work unless and until: (i) Publisher has given notice of acceptance in writing of the final manuscript of the entire Work, and (ii) any issues in relation to the Work (including all necessary consents and permissions) raised by the Publisher have been resolved to the Publisher's satisfaction.

In consideration of the above, if Publisher decides to not publish the Work, Editor shall in no event be entitled to any compensation or remedy in respect of any expense or loss incurred.

3.2 Publisher is entitled, depending on the market and the demand, to publish and distribute the Work in instalments (including but not limited to individual chapters) or to order. In case the Work is stored in physical stock Publisher is also entitled to pulp the print run or any portion thereof without previously notifying Editor. Publisher is required to continue promoting the Work and to retain a sufficient number of copies unless the Work is available in electronic form or on the basis of a print-to-order offer.

§ 4 Open Access Fee

Editor agrees to pay a grant towards the costs for open access publication. The open access fee of 5,500 EUR (plus applicable taxes) is due 6 (six) weeks after delivery of manuscript and will be invoiced by Publisher. If the open access fee is not paid by invoice due date, Publisher might either terminate this Agreement with immediate effect by written notice to Sponsoring Party or elect to continue to publish the Work as a regular non-open-access publication, whereby Publisher will issue a new Publishing Agreement.

§ 5 Approval for Publishing

5.1 Editor, in cooperation with the Authors, shall proofread the page proofs, check the illustrations as well as any media, social or functional enhancements and give approval for publishing, if and when requested by Publisher. Editor's approval for publishing is deemed to have been given if Editor does not respond within a suitable period of time after receiving the proofs.

- 5.2 Proofs are sent to enable Editor and Authors to check that the manuscript has been properly set in type and to allow Editor to correct any typesetter's or illustrator's errors. No alterations or corrections may be made by Editor other than for the purpose of correcting typographical errors without the Publisher's prior written consent. In case Editor makes major changes that lead to additional costs for 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 Editor.
- 5.3 Should Editor make any content changes to the final proofs of the contributions after the Authors have given their approval for publication, Editor shall indemnify Publisher against any damages for which Publisher may become liable as a result of the change of content.

§ 6 Complimentary Copies and Editor's Discount for Books

- 6.1 Editor or, if "Editor" comprises several individual editors, each of the co-editors who is party to this agreement, is entitled to receive 6 (six) printed copies free of charge and may obtain additional copies for personal use at a discount of 40% off the list-price if ordered directly from Publisher.
- 6.2 Furthermore, Editor is entitled to purchase for his/her personal use (directly from Publisher) other books published by Publisher at a discount of 40% off the list price for as long as there is a contractual arrangement between Editor and Publisher and subject to applicable book price regulation. Resale of such copies or of free copies is not permitted.

§ 7 Consideration

- 7.1 The Parties agree that Publisher's efforts in publishing and promoting the Work are good and valuable consideration for the rights and services granted by Editor under this agreement. The Parties expressly exclude any royalty, remuneration or license fee whatsoever.
- 7.2 In the event that the Work contains or links (e.g. through frames or in-line links) to media, social or functional enhancements, the complimentary copies and/or access rights shall also cover the use of such material.
- 7.3 Any publisher's proceeds from rights managed by national copyright organisations (collecting societies including but not limited to societies such as Copyright Clearance Center) are the sole property of Publisher. Any such editor's proceeds are the sole property of Editor, and if applicable, registration and taxation of such proceeds is Editor's sole responsibility.

§ 8 New Editions

- 8.1 Publisher has the sole right to determine the publication of any subsequent edition, such determination to be made only after consultation with Editor. In the event of subsequent editions, they shall be published by Publisher. Once notified by Publisher that a new edition is deemed necessary, Editor agrees to deliver an updated manuscript according to the terms of Clause 2 "Delivery and Acceptance of the Work", together with the material for any new illustrations, within 9 months of such notification. Substantial changes in the nature or size of the Work require the approval of Publisher. In the event that Editor decides that further chapters shall be added to the new edition or that existing chapters shall be updated by a changed group of co-authors, Editor is responsible for ensuring that any new (co-)author(s) sign a Publishing Agreement or Consent-to-Publish form. The terms of this Agreement shall apply to any new edition that is published under this New Edition clause.

8.2 If Editor, for whatever reason, is unwilling, unable or fails to submit an updated manuscript that meets the terms of this Agreement within the above stated period, then Publisher is entitled to revise, update and publish the content of the original edition or to designate one or more individuals (which, where Editor comprises two or more persons, may be one or more of the persons comprising the Editor) to prepare this and all future editions. In this case, Editor does not participate in preparing any subsequent editions. Publisher is entitled to continue to use the name of Editor on any new editions of the Work.

§ 9 Miscellaneous

9.1 If the number of pages agreed upon in §1 increases by more than 10%, Publisher reserves the right to adjust the open access fee as detailed in §4 accordingly.

9.2 In addition to the Editor complimentary copies in clause 5, Publisher agrees to provide each corresponding Author with one complimentary copy of the Work up to a maximum of 25 copies. Editor shall provide Publisher with a list of e-mail addresses of such Authors receiving a copy, Publisher will contact these Authors and ask them for their delivery addresses.

§ 10 General Provisions

10.1 If any difference shall arise between Editor and 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.

10.2 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 28 days of being given written notice to do so.

10.3 If Publisher, acting reasonably, decides that the Work is not suitable for publication in the intended market place, 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 Publisher may at any time terminate this Agreement by giving one month's notice to Editor in writing. In the event of such termination: (a) Editor shall be entitled to retain all amounts received in respect of the Work previously paid to Editor by Publisher at the date of termination, and (b) all rights granted by Editor to Publisher under this Agreement shall revert to Editor and to the Authors, respectively. Editor will not in any event be entitled to any further payments due after the date of termination in respect to the Work.

10.4 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 Publisher prior to termination and 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 Editor to any payments due in respect of exploitation of the Work by a third party pursuant to any licence granted by Publisher prior to the date of termination;
- (c) 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; or
- (d) any option granted by Editor to Publisher in respect of future works.

- 10.5 On termination of this Agreement in accordance with its terms, all rights and obligations of Publisher and Editor under this Agreement will cease immediately, except that any terms of this Agreement that expressly or by implication survive termination of this Agreement shall remain in full force and effect. On termination of this Agreement by Publisher for any reason, Publisher shall not be liable for any payment in respect of any part of the Work not delivered at the date of termination. On termination of this Agreement 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 6 months on a non-exclusive basis.
- 10.6 This agreement, and the documents referred to within, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede any previous agreements, warranties, representations, undertakings or understandings. It may be modified or amended only in writing. For purposes of this agreement, "in writing" requires either a written and signed document or an electronic confirmation with DocuSign or similar e-commerce solution.
- 10.7 The failure by either party to enforce any one or more of the terms of this Agreement at any time or for any period shall not constitute a waiver of such term or of that party's right to enforce any and all terms of the Agreement subsequently.
- 10.8 Editor will not, without the prior written consent of Publisher, disclose the terms of this Agreement to any third party, except to Editor's respective professional advisors or as required by a court, regulatory body or other authority of competent jurisdiction.
- 10.9 Nothing contained in this Agreement shall constitute or shall be construed as constituting a partnership, joint venture or contract of employment between Publisher and Editor. Each editor is jointly and severally liable for Editor's obligations. Neither party may assign this agreement to third parties but Publisher may assign this agreement or the rights received hereunder to its affiliated companies.

To signify their agreement to the terms outlined herein, all parties have signed and exchanged this contract.

Editor(s)

Springer Nature Switzerland AG

Thomas Hartmann

Guido Zosimo-Landolfo
Editorial Director/Asset Manager

Lenka Slavíková

Physical Sciences & Engineering
Vice President

Simon McCarthy

Date _____

Date _____

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