|  |  |  |
| --- | --- | --- |
| ***License to Publish*** |  | |
|  | |  |

|  |  |  |
| --- | --- | --- |
| Journal Name: | Click here to enter text. | (the ‘Journal’) |
|  |  |  |
| Manuscript Number: | Click here to enter text. |  |
|  |  |  |
| Proposed Title of Article: | Click here to enter text. | (the ‘Article’) |
|  |  |  |
| Author(s) [Please list all named Authors]: | Click here to enter text. | (the ‘Author’) |
|  |  |  |
| Corresponding Author Name: | Click here to enter text. |  |
|  |  |  |

1. **Publication**

Springer Nature Limited (the ‘Licensee’) will consider publishing this article, including any supplementary information and graphic elements therein (e.g. illustrations, charts, moving images) (the 'Article').

Headings are for convenience only.

1. **Grant of Rights**

The grant of rights set forth below applies only if, and to the extent that, all or any part of the Article is not in the public domain by virtue of having been written by a US Government employee in the course of their official duties as defined by the U.S. Copyright Act, 17 U.S. Code § 105.

In consideration of the Licensee evaluating the Article for publication, the Author grants the Licensee the non exclusive, irrevocable and sub-licensable right, unlimited in time and territory, to copy-edit, reproduce, publish, distribute, transmit, make available and store the Article, including abstracts thereof, in all forms of media of expression now known or developed in the future, including pre- and reprints, translations, photographic reproductions and extensions.

Furthermore, to enable additional publishing services, such as promotion of the Article, the Author grants the Licensee the right to use the Article (including the use of any graphic elements on a stand-alone basis) in whole or in part in electronic form, such as for display in databases or data networks (e.g. the Internet), or for print or download to stationary or portable devices. This includes interactive and multimedia use as well as posting the Article in full or in part or its abstract on social media, and the right to alter the Article to the extent necessary for such use. The Licensee may also let third parties share the Article in full or in part or its abstract on social media and may in this context sub-license the Article and its abstract to social media users. Author grants to Licensee the right to re-license Article metadata without restriction (including but not limited to author name, title, abstract, citation, references, keywords and any additional information as determined by Licensee).

If the Article is rejected by the Licensee and not published, all rights under this agreement shall revert to the Author.

1. **Representations**

Author represents that:

* + 1. (i) they are US Government employees and have prepared the Article in the course of their official duties, (ii) only if, and to the extent that, any part of the Article is not in the public domain by virtue of subclause (i) above, the Author(s) are the sole owners or have been authorized by any additional copyright owner to grant the rights defined in clause 2,
    2. the Article 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 Article,
    3. the Article has not been previously published or licensed,
    4. if the Article 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 2 and has cited any such materials correctly;
  1. all of the facts contained in the Article are according to the current body of research true and accurate;
  2. nothing in the Article 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 all research participants;
  3. nothing in the Article infringes any duty of confidentiality which Author might owe to anyone else or violates any contract, express or implied, of Author. All of the institutions in which work recorded in the Article was created or carried out have authorized and approved such research and publication; and
  4. 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.

The statements and representations made here are a material consideration and condition of Licensee’s performance and the publication of the Article, and Licensee relies on these representations in publishing the Article.

1. **Cooperation**
   1. Author shall cooperate fully with the Licensee in relation to any legal action that might arise from the publication of the Article, and the Author shall give the Licensee access at reasonable times to any relevant accounts, documents and records within the power or control of the Author. Author agrees that the distributing entity is intended to have the benefit of and shall have the right to enforce the terms of this agreement.
   2. Author authorizes 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 Article 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. **Contact Information**

Author agrees that the Licensee can share Author contact information with internal colleagues at Springer Nature Limited or its affiliates for the purpose of collaborating on additional works for possible publication.

1. **Corrections**

Author agrees that the Licensee may retract the Article or publish a correction or other notice in relation to the Article if the Licensee considers in its reasonable opinion that such actions are appropriate from a legal, editorial or research integrity perspective.

1. **Governing Law**

This agreement shall be governed by, and shall be construed in accordance with, the laws of the State of New York, without regard to any conflict of law provisions. The courts of competent jurisdiction in New York, N.Y. shall have the exclusive jurisdiction.

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

|  |  |
| --- | --- |
| Does the Article and/or the Supplementary Information contain material from third parties (including previously published images/figures)? | |
|  | Yes (if yes, please ensure copies of the grant of rights are submitted with this form as indicated in the Representations clause 3 part (a)) |
|  | No  **Note:** if we have requested you to fill out a Third Party Rights table you do not need to attach copies. |

Springer Nature Limited, The Campus, 4 Crinan Street, London, N1 9XW, United Kingdom, 785988

v.2.0 -(09\_2020)-SNL