

Consent to Publish

Series Title:

Published under the imprint

Results and Problems in Cell Differentiation

Springer

Title of Book/Volume/Conference: Marine Organisms as Model Systems

Editor(s) name(s): Dr. Malgorzata Kloc and Dr. Jacek Z. Kubiak

Title of Contribution:

Author(s) full name(s):

Corresponding Author's name, address, affiliation and e-mail:

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

§ 1 Rights Granted

Author hereby grants and assigns to **Springer International Publishing AG** (hereinafter called Publisher) the exclusive, sole, 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 Contribution 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. the 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 Contribution or parts thereof in data networks or search engines, and posting the Contribution on social media accounts closely related to the Work), 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 Contribution for advertising purposes. For the purposes of use in electronic forms, Publisher may adjust the Contribution 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 Contribution. For the avoidance of doubt, all provisions of this contract apply regardless of whether the Contribution and/or the Work itself constitutes a database under applicable copyright laws or not.

The copyright in the Contribution shall be vested in the name of Publisher. Author has asserted his/her right(s) to be identified as the originator of this Contribution 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 Author, 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).

The parties acknowledge that there may be no basis for claim of copyright in the United States to a Contribution prepared by an officer or employee of the United States government as part of that person's official duties. If the Contribution was performed under a United States government contract, but Author is not a United States government employee, Publisher grants the United States government royalty-free permission to reproduce all or part of the Contribution and to authorise others to do so for United States government purposes. If the Contribution was prepared or published by or under the direction or control of Her Majesty (i.e., the constitutional monarch of the Commonwealth realm) or any Crown government department, the copyright in the Contribution shall, subject to any agreement with Author, belong to Her Majesty. If Author 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 Rights retained by Author

Author retains, in addition to uses permitted by law, the right to communicate the content of the Contribution to other research colleagues, to share the Contribution with them in manuscript form, to perform or present the Contribution or to use the content for non-commercial internal and educational purposes, provided the original source of publication is cited according to current citation standards.

§ 3 Warranties

Author 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. Author warrants that the Contribution 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) Author is required to obtain written permission to the extent necessary and to indicate the precise sources of the excerpts in the manuscript. Author is also requested to store the signed permission forms and to make them available to Publisher if required.

Author warrants that Author is entitled to grant the rights in accordance with Clause 1 "Rights Granted", that Author has not assigned such rights to third parties, that the Contribution has not heretofore been published in whole or in part, that the 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; and that Author will indemnify Publisher against any costs, expenses or damages for which Publisher may become liable as a result of any claim which, if true, would constitute a breach by Author of any of Author's representations or warranties in this Agreement.

Author agrees to amend the Contribution 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 warranty and indemnity given by Author in this Agreement.

§ 4 Delivery of Contribution and Publication

Author shall deliver the Contribution to the responsible Editor on a date to be agreed upon, electronically in Microsoft Word format or in such form as may be agreed in writing with Publisher. The Contribution shall be in a form acceptable to the Publisher (acting reasonably) and in line with the instructions contained in the guidelines and Author shall provide at the same time, or earlier if the Publisher reasonably requests, any editorial, publicity or other form required by the Publisher.

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 Author in writing.

§ 5 Author's Discount for Books and Electronic Access

Author is entitled to purchase for his/her personal use (if ordered directly from Publisher) the Work or other books published by Publisher at a discount of 40% off the list price for as long as there is a contractual arrangement between Author and Publisher and subject to applicable book price regulation.

Resale of such copies or of free copies is not permitted.

Publisher shall provide electronic access to the electronic final published version of the Work on Publisher's Internet portal, currently known as SpringerLink, to Author. Furthermore, Author has the right to download and disseminate single chapters from the electronic final published version of the Work for his/her private and professional non-commercial research and classroom use (e.g. sharing the chapter by mail or in hard copy form with research colleagues for their professional non-commercial research and classroom use, or to use it for presentations or handouts for students). Author is also entitled to use single chapters for the further development of his/her scientific career (e.g. by copying and attaching chapters to an electronic or hard copy job or grant application).

When Author is more than one person each of the co-authors may share single chapters of the Work with other scientists or research colleagues as described above. In each case, Publisher grants the rights to Author under this clause provided that Author has obtained the prior consent of any co-author(s) of the respective chapter.

§ 6 Termination

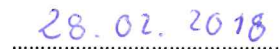
Either party shall be entitled to terminate this Agreement forthwith by notice in writing to the other party if the other party commits a material breach of the terms of the Agreement which cannot be remedied or, if such breach can be remedied, fails to remedy such breach within 28 days of being given written notice to do so.

On termination of this Agreement in accordance with its terms, all rights and obligations of Publisher and Author 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.

§ 7 Governing Law and Jurisdiction

If any difference shall arise between Author 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.

Corresponding Author signs for and accepts responsibility for releasing this material on behalf of any and all Co-Authors.

Signature of Corresponding Author:**Date:**

- ☐ I'm an employee of the US Government and transfer the rights to the extent transferable (Title 17 §105 U.S.C. applies)
☐ I'm an employee of the Crown and copyright on the Contribution belongs to Her Majesty

For internal use only:

Order Number: 86893454

GPU/PD/PS: 2/28/629/

Legal Entity Number: 1128 Springer International Publishing AG

Springer-C-CTP-05/2016