|  |  |  |
| --- | --- | --- |
| ***Multimedia Licence to Publish*** |  | |
|  | |  |

|  |  |  |
| --- | --- | --- |
| Journal: | Click here to enter text. | (the “Journal”) |
|  |  |  |
| Manuscript Number: | Click here to enter text. |  |
|  |  |  |
| Title/Description (indicate format - e.g. animation, audio, video): | Click here to enter text. | (the “Material”) |
|  |  |  |
| Licensor(s): | Click here to enter text. | (the “Licensor(s)”) |
|  |
| Insert Fee (**only** if applicable): | Click here to enter text. | (the “Fee”) |

**To: Springer Nature Limited (the “Publisher”)**

|  |  |
| --- | --- |
| **1** | In consideration of the Publisher evaluating the Material for publication (and publishing the Material in its sole discretion) and/or payment by the Publisher to the Licensor(s) of the Fee (if applicable), the Licensor(s) grants to the Publisher from the date of this Agreement a non-exclusive, irrevocable, world-wide licence to publish, edit, display, use, transmit, make available, distribute and store the Material in whole or in part for any purpose for the full period of copyright including all periods of renewal, extension and revival of the copyright and in all media whether now known or hereafter devised (including without limitation in print, digital and electronic form), including to license others to do any and all of the above. The Material may also be used for marketing and promotional material (including without limitation on third party social media sites). |
|  |
|  |  |
| **2** | The Licensor(s) acknowledges that nothing in this Agreement shall obligate the Publisher to use or exploit the Material licensed to it by the Licensor(s). In the event that the Publisher decides not to use the Material, the Licensor(s) shall have no claim for loss of opportunity to enhance the Licensor(s)’ reputation or for any other reason whatsoever. |
|  |  |
| **3** | The Licensor(s) undertakes, warrants and represents that:   1. the Licensor(s) has full right, power and authority to enter into this Agreement and grant the rights granted herein; 2. the Licensor is the sole legal and beneficial owner of all the rights, title and interests in and to all of the intellectual property rights in the Material or, in the event that the Licensor is not the sole legal and beneficial owner, the Licensor has all the necessary permissions, consents, approvals, licences, and authorities to grant the rights pursuant to this Agreement; 3. the Material is the original work of the Licensor(s) and not copied (in whole or part) to any extent or at all; 4. in the event that the Material contains any intellectual property rights or other proprietary rights belonging to a third party, the Licensor(s) has obtained the prior written consent from any such third party allowing the Licensor(s) to grant the rights contained herein, and no additional fees shall be due to any third party for any use of the material hereunder; 5. in the event that the Material contains any recognisable likeness of any living person(s), location or institution, the Licensor(s) has obtained the prior written consent from such person(s) whose likeness is reproduced, such institution and/or the owner of such location (as applicable) allowing the Licensor(s) to grant the rights contained herein; 6. nothing in the Material is unlawful, obscene, defamatory, libellous, plagiarised, abusive, malicious, threatening, false, misleading, offensive, discriminatory, harassing, racist, sexist, indecent, pornographic, violates any right of privacy or publicity or infringes any intellectual property rights or other proprietary rights belonging to the Publisher or any other third party; 7. nothing in the Material infringes any duty of confidentiality which the Licensor(s) may owe or violates any contract by which the Licensor(s) is bound. |
|  |  |
| **4** | The Licensor(s) hereby waives or agrees not to assert (where such waiver is not possible at law) any and all moral rights they may now or in the future hold in connection with the Material. |
|  |  |
| **5** | The Licensor(s) shall cooperate fully with the Publisher in relation to any legal action that might arise from the publication of the Material and the Licensor(s) shall give the Publisher access (at its reasonable request) to any relevant accounts, documents and records within the power or control of the Licensor(s). |
|  |  |
| **6** | No person other than a party to this Agreement shall have any rights to enforce any term of this Agreement and no variation of this Agreement shall be effective unless it is in writing and signed by the parties. |
|  |  |
| **7** | The Publisher may sub-license or assign these rights to its affiliates (such as Springer Nature America, Inc. and Scientific American). This Agreement shall be binding upon and inure to the benefit of the successors in business, licensees and assigns of the Publisher. |
|  |  |
| **8** | This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation. |
|  |  |
|  |  |

|  |  |
| --- | --- |
| Signed for and on behalf of the Licensor(s) [Handwritten signatures only]: | |
|  | |
|  |  |
| Print Name: | Click here to enter text. |
|  |  |
| Date: | Click here to enter text. |
|  |  |
| Address: | Click here to enter text. |

|  |  |
| --- | --- |
| Does the Contribution 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 clause 3(b), 3(d) and 3(e)) |
|  | No |

Office use only:

Springer Nature Limited.

Registered office: The Campus, 4 Crinan Street, London, N1 9XW, UK. Company number 785998.