**Publishing Agreement  
for Contributions in Collected Works**

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

**[Names + Addresses of all co-authors of the chapter, including the corresponding author (where possible with ORCID)]**

(the “**Author**”)

whereas, in the event that the Author is more than one person, **[Name of the Corresponding Author]** serves as corresponding author

(the “**Corresponding Author**”)

on the one part and

Springer Nature Singapore Pte Ltd.

152 Beach Road, #21-01/04 Gateway East, Singapore 189721, Singapore

(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:

**Proceedings of the 10th International Conference on Mechanical, Automotive and Materials Engineering: CMAME 2023, 20–22 December, Da Nang, Vietnam**

(the "**Work**")  
edited by:  **John Mo**(the “**Editor**”)

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

The Work may be published in the book series **Lecture Notes in Mechanical Engineering**.

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.

1. **Subject of the Agreement**
   1. The Author will prepare a contribution provisionally entitled:  
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   1. The Author hereby grants to the Publisher the perpetual, sole and exclusive, worldwide, 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.  
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   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"**.
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      (e) setting or altering the list price, and allowing for deviations from the list price (if permitted under applicable jurisdiction);  
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      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.   
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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.

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   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  
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   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.
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   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.
3. **Consideration**
   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.
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4. **New Editions**
   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.
   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 academic 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 the 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.
5. **Termination**
   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 notice to do so.
   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 six months on a non-exclusive basis.
6. **General Provisions**
   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 written document 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.
   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.
   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 the Republic of Singapore. The courts of Singapore, Singapore shall have the exclusive jurisdiction.
   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:**

…………………………………………………………

[Name of Author]

Date: ………………………………………

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   (b) a legally compliant, non-commercial preprint 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 Preprint made available above shall contain a link to the Version of Record and the following acknowledgement:  
   *“This is a preprint 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]”.*
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   (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.  
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4. Any linking, collection or aggregation of self-archived Contributions from the same Work is strictly prohibited.

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   (b) Reuse 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 awarding academic institution, or other repository required by the awarding institution; an acknowledgement should be included in the citation: “Reproduced with permission from Springer Nature”; and  
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   (d) any further Reuse 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 the Contribution or any part of it is not included 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).
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