

# Publishing Agreement for Book Series



**Series: University of Tehran Science and Humanities Series**

---

The following agreement has been approved by and entered into as of this **20<sup>th</sup> of June 2013** Between University of Tehran, Tehran, Iran (hereinafter called **University**) on the one part and

## **Springer International Publishing AG**

Gewerbestrasse 11  
6330 Cham, Switzerland  
(hereinafter called **Springer**) on the other part.

## **§ 1 Rights Granted**

University undertakes the editorship of the book series:

### **University of Tehran Science and Humanities Series**

(hereinafter called **Series**), aimed at the publication of at least 4 volume per year.

University, in cooperation with the Series Editor and Volume Editor(s)/Author(s), provides manuscripts for the volumes to be published in the Series.

University hereby grants and assigns to Springer the sole, transferable right to reproduce, publish, distribute, transmit, make available or otherwise communicate to the public, publicly perform, archive, store, lease or lend and sell the volumes 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 networks 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 volumes or parts thereof in data networks or search engines), in whole, in part or in summarized form, in each case as now known or developed in the future, throughout the world and during the term of copyright protection as defined in domestic law, including the right to grant further time-limited or permanent rights. For purposes of use in electronic form, Springer may adjust the volumes to the respective form of use and include links or otherwise combine them with other works. Springer may use the volumes for advertising purposes.

Springer will take, either in its own name or in that of University, any necessary steps to protect these rights against infringement by third parties. It will have the copyright notice inserted into all editions of the volumes according to the provisions of the Universal Copyright Convention (UCC) and dutifully take care of all formalities in this connection, either in its own name or in that of University.

## **§ 2 Responsibility of University**

University will appoint an editorial board to acquire and review each volume.

These Editors are responsible for suggesting appropriate volume topics and Volume Editor(s)/Author(s) to Springer and to negotiate with the Volume Editor(s)/Author(s) the final contents of each volume. The decision on the acceptance of a volume will be made jointly by the Editorial Board and Springer. The Editorial Board in cooperation with Volume Editor(s)/Author(s), takes over the scientific editing of the volumes and critically reviews all manuscripts before they are forwarded to Springer.

Springer will assist the Editorial Board, Volume Editor(s), and Author(s) in all technical issues. Springer will issue individual Publishing Agreements with Volume Editor(s)/Author(s) for each volume.

### **§ 3 Control of Publication**

Springer will undertake the reproduction and distribution of the Series at its own expense and risk. The final determination of the number of copies is at the discretion of Springer. Springer will ensure a good and suitable layout and printing. Springer will set or alter the list-price of the volumes and promote the Series as it considers most appropriate to promote sales.

Springer is entitled, depending on the market and the demand, to print the volumes in installments or to order. It is also entitled to pulp a portion of the print run without previously notifying University. In this case, however, Springer 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 University's and Series Editor's Copies and access to eBooks**

The University is entitled to receive 10 copies of each published volume free of charge. The University is entitled to purchase bulk orders of each volume, of a minimum of 50 copies, for 40% of the retail price. The Series editor's may obtain additional copies for his personal use at a discount of 33 1/3% off the list price directly from Springer-Verlag. Furthermore, the Series editor's are entitled to purchase for their personal use (directly from Springer-Verlag) other books published by Springer-Verlag at a discount of 33 1/3% off the list-price. Resale of such copies or of free copies is not permitted. Free copies for volume editor's and contributor's will be negotiated on a case by case basis.

The University will receive access to electronic version of each volume in the Series.

### **§ 5 Royalties to University**

For each sold and paid copy University receives a royalty of 5% based on the net income (list price minus discount and VAT).

In the case of sales to industry or other bulk sales of non-net-priced special editions, University's royalty will be 0% of the net proceeds of such sales.

In the case of individual sales of e-books University's royalties will be 5% of the net proceeds.

If the volumes are sold electronically as part of a Springer e-book package, University will receive an equitable share of royalties from the income generated by Springer from the e-book package. The share formula for each individual title within the e-book package will be determined by Springer no later than April for the preceding calendar year. This amount will be paid in addition to the royalty described above and shown separately on the annual royalty statement.

Accounts will be settled annually in April for the preceding calendar year.

Free copies which are provided by Springer for the purposes of review, promotion, sample or otherwise free of charge are not subject to royalty payments. This also applies to copies that are damaged and cannot be sold.

University is responsible for the taxation of their remuneration and royalties. Upon remittance, royalties will be adjusted for withholding taxes due (if any). Royalty payments to University subject to the regulations of the respective Double Taxation Agreements (if any) have to be reported by Springer to the relevant tax authorities.

### **§ 6 Competing Works**

Any publication of substantial parts of the volumes requires the prior written consent of Springer, such consent not to be unreasonably withheld. University retains, in addition to uses permitted by law, the right to communicate the content of the volumes to other scientists, to share the volumes with them in manuscript form, to perform or present the volumes or to use the content for non-commercial internal and educational purposes, provided the Volume Editor(s)/Author(s) agree and that the Springer publication is mentioned as the original source of publication in any printed or electronic materials.

### **§ 7 Third Party Licensing**

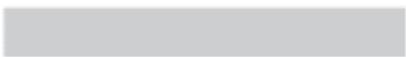
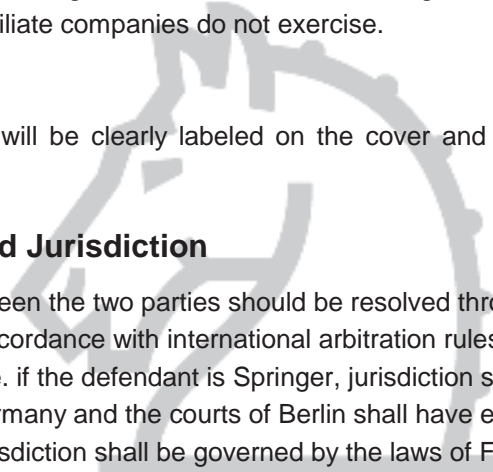
Springer may grant licenses for rights as defined in Clause "Rights Granted" to third parties for uses that Springer or any of its affiliate companies do not exercise.

### **§ 8 Miscellaneous**

Each volume in the series will be clearly labeled on the cover and title pages with the logo of the University.

### **§ 9 Governing Law and Jurisdiction**

Any differences arising between the two parties should be resolved through friendly consultations. If such consultations fail, in accordance with international arbitration rules, arbitration of the defendant country will be applicable, i.e. if the defendant is Springer, jurisdiction shall be governed by the laws of The Federal Republic of Germany and the courts of Berlin shall have exclusive jurisdiction; if the defendant is the Faculty, jurisdiction shall be governed by the laws of France and the International Court of Arbitration shall have exclusive jurisdiction.



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

**University  
Publishing AG, Cham**

**Springer International**

DocuSigned by:  
By: *Iraj Alahdadi*  
05153D467DDA4B8...

DocuSigned by:  
By: *Guido Zosimo-Landolfo*  
92CC99D3B0C14ED...

**Dr Iraj Alahdadi**  
Title: General Director of Research Services  
and Publications

**Guido Zosimo-Landolfo**  
Editorial Director/Asset Management

DocuSigned by:  
By: *Alexander Grossmann*  
4823B173FD974CA...

**Alexander Grossmann**  
Managing Director

date Aug-13-2013

date Aug-13-2013

GPU/PS: 3/236  
0152.E-GE12 - 12/2010

