

AGREEMENT BETWEEN IFIP AND SPRINGER SCIENCE+BUSINESS MEDIA

An AGREEMENT is made this nineteenth day of July 2004

BETWEEN

International Federation for Information Processing (“IFIP”)
Hofstrasse 3
Laxenburg A-2361
Austria

AND

Springer Science + Business Media (“The Publisher”)
101 Philip Drive
Norwell, MA 02061
USA

WHEREBY IT IS AGREED between the Parties hereto for themselves, their respective executors, administrators, and assigns [or successors as the case may be] as follows:

IFIP and The Publisher wish to publish a series of publications based on work arising from IFIP activity.

GENERAL ARRANGEMENTS

1. The editorial responsibility shall rest with IFIP. IFIP takes the copyright in contributions to their working conferences, international conferences, seminars and workshops and wishes to grant to the Publisher the exclusive worldwide rights of publication and distribution of this material (hereinafter called IFIP Publications) both in print and electronic form, and in all other forms now known or hereafter invented.
2. IFIP warrants:
 - a. IFIP Publications have never been published elsewhere in their present form and that the publications shall be delivered to the Publisher free of copyright charges.

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- b. IFIP warrants and represents that: (i) with respect to individual articles and other materials contained within IFIP Publications which were written by the volume editors, such articles and materials do not infringe upon any copyright or other rights and do not contain infringing, defamatory or other unlawful material, and that the volume editors have obtained in writing the customary permission from each copyright owner or his or her legal representatives or heirs whenever a passage is quoted and/or a table or illustration from copyrighted material is used; and (ii) IFIP shall indemnify the Publisher for, and hold the Publisher harmless from, any liability, loss, expense, or damage occasioned by any claim or suit by a third party for copyright infringement or otherwise arising out of any breach of the foregoing warranty as a result of publishing IFIP Publications.
 - c. As a condition to publishing IFIP Publications, with respect to all other articles and materials contained within IFIP Publications, but not written by the volume editors, the volume editors shall obtain and deliver to the Publisher representations and warranties from the authors thereof in favor of the Publisher identical in substance to Section 2(b).
 - d. IFIP warrants and represents that it has all the rights in the IFIP Publications and in the articles contained in the publications that it requires in order to enter into this Agreement and to grant to the Publisher the rights granted to the Publisher by IFIP under this Agreement.
 - e. As a condition to publishing IFIP Publications, the volume editors and IFIP shall deliver to the Publisher, upon delivery of the final camera-ready manuscript, documentary evidence satisfactory to the Publisher of either (i) IFIP's rights in the publications and all parts thereof (including the material written by the volume editors) as described in Section 2(d), or (ii) the consent of the authors (including the volume editors) of all the articles to be contained in the IFIP Publications to publishing such articles in the IFIP Publications consistent in all respects with the terms of this Agreement.
3. The IFIP Publication series will be published entirely for the account and risk of the Publisher, who shall be the proprietor of the series and the whole undertaking, including goodwill, both to the title, the contents and the presentation of the series. Consequently, the Publisher shall have entire control of the production and distribution of the IFIP Publication series, including the number of copies to be printed, the paper, printing and binding, the prices, the terms of sale and the distribution of free copies.
4. The Publisher shall have the exclusive right throughout the world to publish, distribute and sell the IFIP Publication series in all languages, in whole or in part, including without limitation any abridgement and substantial part thereof, in book form and in any other form including without limitation mechanical, electronic and visual reproduction, electronic storage and retrieval systems, and all other forms of electronic publication now known or hereafter invented. The Publisher also shall have the exclusive right to sell or license electronic and other subsidiary rights.

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5. IFIP through its Publications Committee and those chairing its Technical Committees and other groups shall offer to the Publisher all books arising from their work insofar as it is in their power to do so.
6. The Publisher shall be entirely responsible for the production, marketing and sales of all IFIP Publications throughout the world at their own risk and expense, unless otherwise mutually agreed in specific cases, but shall consult with IFIP where practicable and appropriate over general matters of policy.
7. The Publisher is willing and able to publish and market in all the subject areas covered by the remit of IFIP and shall accept all publications offered subject to a decision on marketing grounds as to the commercial viability of the publication envisaged. Should Publisher exercise its right of refusal, it will be done only in cooperation and consultation with IFIP.
8.
 - a. The Publisher shall continue to assign a dedicated IFIP publishing editor to work closely with the Chair and members of the Publications Committee. This person will sit in on IFIP's Publications Committee, attending the two annual meetings to discuss and agree on policies regarding IFIP Publications and find ways of encouraging the development of these Publications particularly with regard to electronic dissemination.
 - b. The Publisher's IFIP publishing editor will work closely with all the volume editors of IFIP Publications and act as a contact point for these editors for liaison with other employees of the Publisher.

COPYRIGHT

9. It is understood between the parties that the copyright on each IFIP Publication remains vested in IFIP, but that IFIP will not grant permission for any material to be published elsewhere (except with the consent of the Publisher) until 5 years after the appearance of the IFIP Publication in question.
10. The Publisher shall have the exclusive right to sell or license special editions of IFIP Publications or parts thereof in the original or abridged form (including without limitation paperback, book club, or microfilm editions, inclusion in collected works or anthologies) as well as translations into other languages, and to sell or license other subsidiary rights such as mechanical, electronic and visual reproduction rights, sound reproducing and recording rights for electronic data processing including without limitation, programming, storage and transmission to other electronic data records, and rights for all other forms of electronic publication now known or hereafter invented. The Publisher shall pay IFIP 18% of the net income received by the Publisher from the sale or lease of electronic rights and 18% of the net income received by the Publisher from the sale or lease of translation and other subsidiary rights.

11. Considering these conditions, IFIP shall not arrange for the publication, otherwise than by the Publisher or with the Publisher's permission in writing, of any abridgement or expansion of any substantial part of IFIP Publications or of any other work of a nature likely to compete with the Work.

PUBLISHING REQUIREMENTS

12. IFIP shall make its best endeavours, through its Technical Committees and Groups, to reach and surpass a goal of delivering 30 volumes in time for publication in each of the years covered by this Agreement, 2005 to 2009, inclusive. No litigation is intended from The Publisher should IFIP fall short of this goal. The Publisher is willing to publish as many volumes in any year which meet the criteria set out in clause 2.
13. The Publisher shall produce and publish the IFIP Publications in a mutually agreed style and format. The Publisher shall propose to IFIP an overall design for all publications of IFIP which shall promote the image of IFIP but at the same times shall make possible design features appropriate to the nature and audience of each publication. All IFIP Publications shall have the IFIP and Springer logos on the cover.
14. Each IFIP Publication will be edited by one or more volume editors, to be appointed by IFIP.
15. Each IFIP Publication shall contain all original papers which are considered publishable by the volume editors and which will be or will have been presented at the event in question. The length of the manuscript should be a minimum of 160 printed pages. In cases where this minimum is not met, IFIP and Publisher will mutually decide on relevant actions to be taken.
16. IFIP volume editors shall arrange for the preparation of camera-ready copy by the contributors to the books which shall meet specifications of the Publisher. IFIP, through those chairing its Technical Committees and other groups and the editors of the volumes, shall present, in addition to the manuscript, electronic files from their preparation systems for future electronic exploitation.
17. IFIP undertakes, through the volume editors, to deliver to the Publisher not later than 6 weeks after the event in question, a complete camera-ready copy of the manuscript of the proceedings of the event in the form agreed in clause 16, to be published as an IFIP Publication, in the English language, including the Preface, Foreword or Introduction, List of Contents and an Author Index. Inclusion of a Subject Index is optional.
18. In preparing the camera-ready copy the volume editors will follow instructions supplied by the Publisher. Should a manuscript (or parts thereof) be delivered in a form that is not suitable for direct reproduction, the Publisher reserves the right to return it (or parts of it) to the volume editors so that he/she may bring it into camera-ready form, or to deduct from IFIP's royalties expenses incurred by the Publisher to bring the manuscript into camera-ready form.

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19. The Publisher undertakes to exercise due care while in possession of the manuscripts of IFIP Publications, illustrations, etc., but denies liability for loss or damage outside its control.
20. The Publisher agrees to publish pre-event IFIP Publications within 10 weeks of the receipt of complete acceptable camera-ready copy or in accordance with whatever schedule may be agreed between the Publisher and the Chair of the IFIP Publications Committee and the volume editors. For post-event IFIP Publications, the Publisher agrees to publish each book within 10 weeks after receipt of complete acceptable camera-ready copy or in accordance with whatever schedule may be agreed between the Publisher and the Chair of the IFIP Publications Committee and the volume editors.
21. The Publisher will provide the IFIP Secretariat with up to 20 complimentary copies of each IFIP Publication for dissemination to the IFIP President, Secretary, Publications Committee Chair, volume editors and relevant Technical Committee and Working Group Chairs. In addition, the Publisher will provide access to the IFIP Digital Library to a mutually-agreed list of developing countries for a renewable one-year term. IFIP will provide a single IP address for each selected developing country.
22. The Publisher agrees to print at its expense the IFIP Newsletter comprising of 4000 copies of 16 pages A4, 4 times per year. IFIP agrees to guarantee the Publisher up to 4 free pages in each issue of the Newsletter for the purpose of marketing and promoting IFIP and related LNCS Publications, and may insert in each issue a brochure from the Publisher for the purpose of marketing and promoting non-IFIP publications in the area of computer science and related fields. The Publisher is willing to enter into a similar arrangement for printing of the IFIP Bulletin.

SALES AND MARKETING

23. The Publisher has the right to establish the price for each book and shall price each book separately, in accordance with the nature of the book and its market potential.
24. IFIP and its volume editors agree to cooperate with the Publisher in the production and sales promotion of IFIP Publications.
25. IFIP will endeavour to provide promotion facilities, free of charge, at each event covered by this Agreement. IFIP will also do everything in its power to encourage co-operation of its member societies in the marketing of IFIP Publications. IFIP will also provide its mailing list electronically to facilitate direct mail promotions of IFIP Publications.
26. The Publisher agrees to assist IFIP whenever possible with the enhancement of IFIP's image throughout the world.

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27. The Publisher shall continue to promote and market IFIP Publications, in print and electronically, worldwide. Marketing initiatives will be reported to the IFIP Publications Committee Chair, Council and General Assembly in its twice-annual Publisher's Report.
28. The Publisher shall offer to the IFIP Secretariat and individual members of IFIP's member societies a discount on IFIP Publications of not less than 30% of the published price set by the Publisher, and any other books published by the Publisher at a 25% discount.
29. The Publisher will offer discounts on bulk sales of IFIP Publications to the IFIP conference organizers. Bulk sale prices will be extended for 30 days following the event to meet additional orders from attendees. Bulk orders, including additional post-conference copies, will be shipped and invoiced to the volume editors or conference organizer.
30. The Publisher shall supply IFIP with sales statistics in a form as agreed between IFIP and the Publisher in time for the biannual meetings held by IFIP at the beginning of March and September of each year.

FINANCIAL ARRANGEMENTS

31.
 - a. For the volumes published as part of the main IFIP series, Publisher agrees to pay IFIP the following royalties on the sales receipts of copies sold of the first and subsequent printings (excluding income from bulk sales) of the hardbound edition of the Work:

12% on all copies sold
 - b. The same royalties due IFIP under clause 31(a) above shall apply on sales receipts of copies sold of the electronic edition (e-books) of individual IFIP Publications.
 - c. Publisher shall pay IFIP a series editor royalty of 2% of sales receipts on all sales of the series as a whole, either print or electronic.
 - d. "Sales receipts" means the total amount of receipts actually collected by the Publisher for all copies of IFIP Publications sold throughout the world. Should IFIP receive an overpayment of royalties on copies reported sold but subsequently returned, IFIP agrees that the Publisher may deduct such overpayment from any future earnings under this Agreement.
 - e. Royalties to IFIP for volumes published in IFIP LNCS will be paid as a one-time advance publication fee upon publication of the respective volume, and will be 10% of the estimated total sales of the volume, excluding bulk sales.

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- f. If IFIP Publications or parts thereof, including electronic adaptations or extractions, are published (including electronic format) by the Publisher as part of a larger composite Work (e.g. a database), a royalty will be paid to IFIP on the net income accruing to the Publisher from the sale of the composite Work

This royalty will be a portion of the royalty specified in 31(a). This proportion will be equal to the proportion of the composite Work represented by the IFIP Publications or parts thereof.

- g. No royalties shall be paid on copies presented to IFIP or furnished for review, publicity, promotion, sample or similar purposes or destroyed or damaged by fire, water or any other cause, or returned for credit or refund to the Publisher.
- h. No royalties shall be payable on copies sold at cost or less, or in the case of copies lost, damaged or destroyed.
- i. The volume editors shall not be entitled to receive any royalties, license fees, or other payments of any kind whatsoever from the Publisher with respect to the Work or otherwise under this agreement.

32. The Publisher accounts in Euros.

33. The Publisher shall make up biannually, as of December thirty-first and June thirtieth, the account of sales for the six-month period immediately preceding, and shall render a statement of the same and make a settlement of any amount due to IFIP within 90 days following the end of each six-month period.

34. In the event of non-payment of a bulk sale to an IFIP event organizer, payment to the Publisher for the total cost of the bulk sale, including shipping costs, is guaranteed by IFIP.

35. IFIP or the authorized representative for IFIP shall have the right, upon written request, to examine the accounts of the Publisher, via appointment on reasonable notice, insofar as they relate to those sales as defined in clause 31 above, which examination shall be at the cost of IFIP unless errors exceeding Euro 50 shall be found to the disadvantage of IFIP, in which case the cost shall be borne by the Publisher.

36. If the Work should turn out to be unsaleable, the Publisher shall be entitled to destroy the remaining stock (in which case IFIP and the Editor shall first be given the right to buy such copies at 10% (ten percent) of the list price F.O.B. Boston) or to sell the remaining stock at a remainder price (in which case IFIP and the Editor shall be entitled to meet such a price), provided that the Work is at least four (4) years old. No royalty is due to IFIP on copies destroyed or disposed of in the said manner.

37. The 2005 bulk-sale price schedules are attached as Appendix A.

PUBLICATION IN LNCS

38. Optional to proceedings publication as part of the primary IFIP Series, IFIP Proceedings may be published as part of the Lecture Notes in Computer Science series; all such IFIP LNCS Proceedings will carry the IFIP logo on the front cover and on the spine in order to distinguish them from other volumes published on the LNCS print/electronic platform. Like any other LNCS proposal, IFIP proposals intended for publication in LNCS have to pass an additional round of evaluation for acceptance for publication in the series by the LNCS series editors. The workflow for publication of IFIP LNCS Proceedings will be: no bulk purchases are imposed; the workshop or conference organizers will receive 50 complimentary copies of their volume; discounts for conference bulks will be 40% off list price. The list prices of IFIP LNCS depend on the number of pages and are subject to future price increases at the same average percentage as standard LNCS proceedings.

DURATION AND INTERPRETATION OF THE AGREEMENT

39. This Agreement shall initially run for five years, starting the first of January 2005, and will thereafter be automatically renewed for successive periods of five years unless the terms set out in clause 40 below are invoked.
40. Either party should have the right to terminate the Agreement with effect from the end of the initial five-year period of the Agreement and from the end of subsequent five-year periods, on service of a written notice of termination to be received by the other party not later than 18 months before the end of the contractual period.
41. This Agreement constitutes the complete understanding of the parties as to the publications described in it and no representation other than is contained herein shall be binding on either party. No alteration, modification or waiver on any provision shall be valid unless in writing and signed by both parties thereto.

ARBITRATION

42. All disputes that may arise in connection with this present agreement or the breach thereof, which can not be resolved amicably, shall be settled exclusively by arbitration, to be held in The Netherlands in accordance with Dutch law, and shall be conducted under the Rules of the 'Nederlands Arbitrage Instituut' (Netherlands Institute of Arbitration).
43. This Agreement shall be construed and interpreted in accordance with Dutch law and shall bind and inure to the benefit of the Parties and to the successors and assignees of IFIP, and the successors and assignees of the Publisher.

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IN WITNESS WHEREOF the Parties have duly executed this Agreement on the date first set forth above.

IFIP:

THE PUBLISHER:

Klaus Brunnstein, President

Jennifer Evans, Publisher

Roger Johnson, Secretary

Alfred Hofmann, Publisher
