Licence to Publish



(the 'Author')

Licensee: Springer-Verlag GmbH, DE (the 'Licensee')

Journal Name: Oecologia (the 'Journal')

Manuscript Number: OECO-D-24-00124R2

Treatment effects of nitrogen and phosphorus

Proposed Title of Article: addition on foliar traits in six northern hardwood (the 'Article')

tree species

Author(s) [Please list all named

Jenna M. Zukswert, Matthew A. Vadeboncoeur,

Timothy J. Fahey, Ruth D. Yanai

Corresponding Author Name: Ruth D. Yanai

1 Grant of Rights

Authors1:

- a) For good and valuable consideration, the Author hereby grants to the Licensee the perpetual, exclusive, world-wide, assignable, sublicensable and unlimited right to: publish, reproduce, copy, distribute, communicate, display publicly, sell, rent and/ or otherwise make available the article identified above, including any supplementary information and graphic elements therein (e.g. illustrations, charts, moving images) (the "Article") 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. Without limitation, the above grant includes: (i) the right to edit, alter, adapt, adjust and prepare derivative works; (ii) all commercial use, advertising, and marketing rights, including without limitation graphic elements on the cover of the journal and in relation to social media; (iii) rights for any training, educational and/or instructional purposes; (iv) the right to add and/or remove links or combinations with other media/works; and (v) the right to create, use and/or license and/or sublicense content data or metadata of any kind in relation to the Article (including abstracts and summaries) without restriction. The above rights are granted in relation to the Article as a whole or any part and with or in relation to any other works.
- b) Without limiting the rights granted above, Licensee is granted the rights to use the Article for the purposes of analysis, testing, and development of publishing- and research-related workflows, systems, products, projects, and services; to confidentially share the Article with select third parties to do the same; and to retain and store the Article and any associated correspondence/files/forms to maintain the historical record, and to facilitate research integrity investigations. The grant of rights set forth in this clause (b) is irrevocable.
- c) The Licensee will have the right, but not the obligation, to exercise any or all of the rights granted herein. If the Licensee elects not to publish the Article for any reason, all publishing rights under this Agreement as set forth in clause 1.a) above will revert to the Author.

2 Copyright

Ownership of copyright in the Article will be vested in the name of the Author. When reproducing the Article or extracts from it, the Author will acknowledge and reference first publication in the Journal.

3 Use of Article Versions

- a) For purposes of this Agreement: (i) references to the "Article" include all versions of the Article; (ii) "Submitted Manuscript" means the version of the Article as first submitted by the Author; (iii) "Accepted Manuscript" means the version of the Article accepted for publication, but prior to copy-editing and typesetting; and (iv) "Version of Record" means the version of the Article published by the Licensee, after copy-editing and typesetting. Rights to all versions of the Manuscript are granted on an exclusive basis, except for the Submitted Manuscript, to which rights are granted on a non-exclusive basis.
- The Author may make the Submitted Manuscript available at any time and under any terms (including, but not limited to, under a CC BY licence), at the Author's discretion. Once the Article has been published, the Author will include an acknowledgement and provide a link to the Version of Record on the publisher's website: "This preprint has not undergone peer review (when applicable) or any post-submission

- improvements or corrections. The Version of Record of this article is published in [insert journal title], and is available online at https://doi.org/[insert DOI]".
- The Licensee grants to the Author (i) the right to make the Accepted Manuscript available on their own personal, self-maintained website immediately on acceptance, (ii) the right to make the Accepted Manuscript available for public release on any of the following twelve (12) months after first publication (the "Embargo Period"): their employer's internal website; their institutional and/or funder repositories. Accepted Manuscripts may be deposited in such repositories immediately upon acceptance, provided they are not made publicly available until after the Embargo Period.
 - The rights granted to the Author with respect to the Accepted Manuscript are subject to the conditions that (i) the Accepted Manuscript is not enhanced or substantially reformatted by the Author or any third party, and (ii) the Author includes on the Accepted Manuscript an acknowledgement in the following form, together with a link to the published version on the publisher's website: "This version of the article has been accepted for publication, after peer review (when applicable) but is not the Version of Record and does not reflect post-acceptance improvements, or any corrections. The Version of Record is available online at: http://dx.doi.org/[insert DOI]. Use of this Accepted Version is subject to the publisher's Accepted Manuscript terms of use https://www.springernature.com/gp/open-research/policies/accepted-manuscript-terms". Under no circumstances may an Accepted Manuscript be shared or distributed under a Creative Commons or other form of open access licence.
- d) The Licensee grants to the Author the following non-exclusive rights to the Version of Record, provided that, when reproducing the Version of Record or extracts from it, the Author acknowledges and references first publication in the Journal according to current citation standards. As a minimum, the acknowledgement must state: "First published in [Journal name, volume, page number, year] by Springer Nature".
 - i. to reuse graphic elements created by the Author and contained in the Article, in presentations and other works created by them;
 - ii. the Author and any academic institution where they work at the time may reproduce the Article for the purpose of course teaching (but not for inclusion in course pack material for onward sale by libraries and institutions);
 - iii. to reuse the Version of Record or any part in a thesis written by the same Author, and to make a copy of that thesis available in a repository of the Author(s)' awarding academic institution, or other repository required by the awarding academic institution. An acknowledgement should be included in the citation: "Reproduced with permission from Springer Nature"; and
 - iv. to reproduce, or to allow a third party to reproduce the Article, in whole or in part, in any other type of work (other than thesis) written by the Author for distribution by a publisher after an embargo period of 12 months.

For clarity, where any graphic element is used on the cover of the Journal all intellectual property rights in any compilation constituting the cover will be vested solely in the Licensee, and the Author is not entitled to make or authorise any other person to make use of any such compilation without the prior written consent of the Licensee.

4 Warranties & Representations

Author warrants and represents that:

a)

- i. the Author is the sole copyright owner or has been authorised by any additional copyright owner(s) to grant the rights defined in clause 1,
- ii. the Article does not infringe any intellectual property rights (including without limitation copyright, database rights or trade mark rights) or other third party rights and no licence from or payments to a third party are required to publish the Article,
- iii. the Article has not been previously published or licensed, nor has the Author committed to licensing any version of the Article under a licence inconsistent with the terms of this Agreement,

- iv. if the Article contains materials from other sources (e.g. illustrations, tables, text quotations),
 Author has obtained written permissions to the extent necessary from the copyright holder(s), to
 license to the Licensee the same rights as set out in clause 1 but on a non-exclusive basis and
 without the right to use any graphic elements on a stand-alone basis and has cited any such
 materials correctly;
- b) all of the facts contained in the Article are according to the current body of research true and accurate;
- c) nothing in the Article is obscene, defamatory, violates any right of privacy or publicity, infringes any other human, personal or other rights of any person or entity or is otherwise unlawful and that informed consent to publish has been obtained for any research participants;
- d) nothing in the Article infringes any duty of confidentiality owed to any third party or violates any contract, express or implied, of the Author;
- e) all institutional, governmental, and/or other approvals which may be required in connection with the research reflected in the Article have been obtained and continue in effect;
- f) all statements and declarations made by the Author in connection with the Article are true and correct; and
- g) the signatory who has signed this agreement has full right, power and authority to enter into this agreement on behalf of all of the Authors.

5 Cooperation

- a) The Author will cooperate fully with the Licensee in relation to any legal action that might arise from the publication of the Article, and the Author will give the Licensee access at reasonable times to any relevant accounts, documents and records within the power or control of the Author. The Author agrees that any Licensee affiliate through which the Licensee exercises any rights or performs any obligations under this Agreement is intended to have the benefit of and will have the right to enforce the terms of this Agreement.
- b) Author authorises the Licensee to take such steps as it considers necessary at its own expense in the Author's name(s) and on their behalf if the Licensee believes that a third party is infringing or is likely to infringe copyright in the Article including but not limited to initiating legal proceedings.

6 Author List

Changes of authorship, including, but not limited to, changes in the corresponding author or the sequence of authors, are not permitted after acceptance of a manuscript.

7 Post Publication Actions

The Author agrees that the Licensee may remove or retract the Article or publish a correction or other notice in relation to the Article if the Licensee determines that such actions are appropriate from an editorial, research integrity, or legal perspective.

8 Controlling Terms

The terms of this Agreement will supersede any other terms that the Author or any third party may assert apply to any version of the Article.

9 Governing Law

This Agreement will be governed by, and construed in accordance with, the laws of the Federal Republic of Germany. The courts of Berlin, Germany will have exclusive jurisdiction.

Signed for and on behalf of the Author(s) Corresponding Author: Ruth D. Yanai

Email: rdyanai@esf.edu IP Address: 149.119.7.140

Time Stamp: 2025-01-13 06:49:31

Springer-Verlag GmbH, DE, Heidelberger Platz 3, 14197 Berlin, Germany v.4.0.8 - (08_2024)-SVGmbH DE