

4 June 2015

J T Chen
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Re: Heliyon – Editorial Board Member

Dear J T

It gives me great pleasure to formally confirm our offer to appoint you as an Editorial Board Member (“Board Member”) for the Elsevier Limited (the “Publisher”) journal “Heliyon” (the “Journal”). Set out below are the terms and conditions that constitute our Agreement under which you will provide Editorial Board Member Services (as defined below) for the Journal, in coordination with the Publisher’s Editor in Chief and other Board Members of the Journal, taking into account the Publisher’s editorial policies as updated from time to time (including without limitation those on ethics in publishing on the Publisher’s website) and the editorial policy of the Journal (together “the Policies”). The following sets out your roles and duties as well as those of the Publisher, and replaces all prior agreements or arrangements.

The Publisher, as the owner of the Journal, will be responsible for and shall decide on all matters connected with the production, publication and dissemination of the Journal, including without limitation pricing or other access arrangements for the Journal.

For the purpose of performing the ad hoc editorial activities occasionally required from time to time under this Agreement you agree to use the Publisher’s preferred electronic submission system.

The Journal contains full length research papers (“Articles”).

Your role as Editor includes ensuring suitable standards of Articles solely in your specialty area of practice, with responsibility for the acceptance or rejection of Articles assigned to you by the Editor-in-Chief, the appointment of Article reviewers, and efficient, timely and confidential coordination of the process of handling, editing, and refereeing Articles (the “Editorial Services”).

You will conduct the Editorial Board Member Services in accordance with generally accepted industry standards for integrity and objectivity and with the Policies.

In selecting Articles for publication, you shall take all reasonable care to avoid publication of Articles that contain material of a libellous, unlawful or otherwise actionable nature, or that may for other reasons infringe any right of others, or cause damage or harm to persons or property or to the Journal’s good reputation.

All work produced by you in relation to the Journal and/or for the Publisher pursuant to this Agreement, including without limitation the selection, compilation and/or editing of the material published in the Journal, shall be work-made-for-hire of which the Publisher is author-at-law, and accordingly all rights comprised in the copyright in such work shall belong entirely to the Publisher. To the extent that any of such work is determined not to be work-made-for-hire, you also hereby assign and transfer to the Publisher, to the maximum extent possible, all such right, title and interest as you may have in and to any of such work, the Journal and to any other material produced by you for the Publisher pursuant to this Agreement. You also authorize use of your name, biography, image and professional affiliations (at the Publisher’s discretion) for purposes of promoting the Journal.

All editorial material, including, but not limited to emails, received by you in your capacity as board member of the Journal during the term of this Agreement, is intended for and is the confidential property of the Publisher and, if requested by the Publisher, shall be immediately forwarded by you to the Publisher, whether or not such material has been previously reviewed by you.

In order to carry out the purposes of this Agreement and ensure the scientific and commercial success of the Journal, you agree that, during the term of this Agreement, you shall observe the interests of the Journal and abstain from any action that will be detrimental to the Journal. The Publisher's appointment of you as Board Member is predicated on the idea that your personal services are of the essence and that the Publisher shall not be obligated to accept any substitute performance.

As remuneration for the editorial activities performed hereunder, you will receive while you are Board Member one free publication in Heliyon over the term of this Agreement, subject to peer review.

You represent and warrant that you are familiar with all applicable conflict of interest and outside compensation laws and regulations as well as policies and rules of your employer or institution (if applicable), and that your acceptance of this appointment, and the terms of this Agreement and your performance under this Agreement, including your participation in board member conferences, trainings and meetings and acceptance of transportation, hospitality, food and lodging provided by the Publisher to you in connection therewith (if any), are and will be in compliance with those laws, regulations, policies and rules.

To the extent that you perform your duties using such skill and care as required in connection with your obligations hereunder, the Publisher shall indemnify, defend and hold you harmless from and against any costs arising from or out of any third-party claim in connection with the performance of your obligations under this Agreement, unless such third party claim is the result of your wilful misconduct, fraud, or gross negligence. If any third-party claim is made, you will promptly notify the Publisher, which shall have sole authority to appoint counsel to defend the third-party claim and to conduct and control the defense of any such claim. You also agree to reasonably cooperate with the defense of any such claim as reasonably requested by the Publisher.

You shall maintain all Confidential Information (as defined herein) in strict confidence, not disclose any Confidential Information to any third party other than as necessary to perform your obligations set forth in this Agreement, and protect such information with the highest degree of care. For the purposes of this Agreement, "*Confidential Information*" means any business, financial, operational, customer, vendor and other information disclosed by the Publisher to you or received by you in performance of this Agreement and not generally known by or disclosed to the public or known to you solely by reason of the negotiation or performance of this Agreement, and shall include, without limitation, the terms of this Agreement,, market positioning data and emails received by you in your capacity as board member of the Journal.

You will be appointed by the Publisher for a term of three years beginning on 4 June 2015 and concluding on 4 June 2018. However, either you or the Publisher may end the Agreement prior to the end of the term if the other party fails to perform any of its important obligations (as described in this Agreement) and does not rectify such failure within twenty-one (21) days of being notified in writing of such failure.

The Publisher may end this Agreement without cause or if the Publisher decides to cease publication of the Journal or if you cease to be professionally active upon three (3) months' written notice. The Publisher may also end this Agreement on written notice to you if you are unable for any reason to continue your responsibilities for the Journal for a period of three (3) months or more or if you commit a criminal act or otherwise act in a manner likely to bring the Publisher or the Journal into disrepute. Any termination of this Agreement by the Publisher shall be with no further obligation to you.

On expiration or termination of this Agreement, you will give the Publisher all necessary information and assistance to facilitate the undisturbed and continued publication of the Journal (including all files (print and electronic), correspondence and work in progress on future issues of the Journal) and to

maintain good relationships with authors, referees and other members of the Editorial Board and you shall generally handle the transition to the incoming editor in a seamless and professional manner.

The Publisher may, without your prior written consent, assign this Agreement.

This Agreement shall be governed and interpreted according to the laws of the corporate domicile of the Publisher and the parties submit to the exclusive jurisdiction of the courts of that corporate domicile.

✓ I have read and agree to the terms of this Editorial Board Member Agreement.