

New international model agreement for authors published – “Licence to publish”

This "Licence to Publish" is the result of several years of international consultation and aims to establish a balance of rights and interests in the emerging scholarly communications environment.¹

The undersigned

...

Name author(s) (“the Author(s)”)

grants to

...

Name Publisher (“the Publisher”)

the following licence.

Background

This agreement concerns the publishing of scholarly and/or scientific works, and is intended to reflect a balance between the rights of the Author and the Publisher, according to the following principles:

- The Author and the Publisher believe it is in the general interest to grant maximum access to scholarly and/or scientific works without compromising quality or academic freedom, especially when public resources finance such works;
- The Publisher wishes to receive financial compensation for his contribution in the publication of the scholarly and scientific work;
- The Author and the Publisher believe that particularly in the so-called subscription model a balance should be achieved between granting maximum access to scholarly and/or scientific works and granting financial compensation for the publication of these works.

Clause 1 Definitions

The following words shall have the following meanings:

1. **Acceptance:** the communication to the Author by the Publisher of his willingness to publish the Author’s work.
2. **Article:** the published version of the Author’s work, entitled “_____”.
3. **Publication:** The journal or similar periodical publication, in print or in digital form, for which the Article is destined.

¹ The model was downloaded in October 2006 from:
http://www.jisc.ac.uk/news/stories/2006/10/news_model_surf.aspx

Clause 2 Licence of rights

1. Upon Acceptance, the Author grants to the Publisher a sole licence to exploit the rights listed in clause 2.2 in the Article throughout the world for the full term of the copyright.
2. The sole licence mentioned in clause 2.1 encompasses the right for the Publisher:
 - a. to reproduce the Article in whole or in part, and to communicate the Article to the public in print and/or digital form, whether or not in combination with the works of others, for example the making available to the public via internet or any other network, as part of a database, on-line or off-line, for use by third parties;
 - b. to translate the Article into other languages and to communicate the translation of the Article to the public;
 - c. to create adaptations, summaries or extracts of the Article or other derivative works based on the Article and exercise all of the rights in such adaptations, summaries, extracts and derivative works;
 - d. to include the Article, whether in translation or as adaptation or summary, in whole or in part in a computerised database and to make this database available to third parties;
 - e. to include the Article, in whole or in part, whether in translation or as adaptation or summary, in a reader or compilation;
 - f. to rent or lend the Article to third parties;
 - g. to reproduce the Article by means of reprography, notwithstanding the limitations in the law.
3. The Publisher undertakes that the name of the Author and the source is acknowledged in standard bibliographic citation form.

Clause 3 Rights reserved by Author

1. The Author retains all other rights with respect to the Article not granted to the Publisher and in particular he can exercise the following rights:

Educational or research use

To reproduce the Article, in whole or in part, and to communicate it or make it available to the public, whether in print and/or digital form, whether as part of a course pack or a compilation, for use in education or research within the Author's own institution or the institutions with which the Author is affiliated.

Dissemination

To upload the Article or to grant to the Author's own institution (or another appropriate organisation) the authorisation to upload the Article, immediately from the date of publication of the journal in which the Article is published (unless that the Author and the Publisher have agreed in writing to a short embargo period, with a maximum of six (6) months):

- a) onto the institution's closed network (e.g. intranet system); and/or
- b) onto publicly accessible institutional and/or centrally organised repositories (such as PubMed Central and other PubMed Central International repositories), provided that a link is inserted to the Article on the Publisher's website.

Preservation

To grant to the Author's own institution (or another appropriate organisation) the authorisation to reproduce the Article for the purpose of preventing it from deteriorating, or if the original is currently in an obsolete format or the technology required to use the original is unavailable, for the purpose of ensuring that the Article continues to be available for education and research purposes;

Future reuse

To reuse whole or part of the Article in a dissertation, compilation or other work.

Personal use

To present the Article at a meeting or conference and to hand out copies of the Article to the delegates attending the meeting.

Use by end users

To grant to end users of the Author's own institution or (or another appropriate organisation), the authorisation to copy, use, distribute, transmit and display the work publicly and to make and distribute derivative works.

2. For every form of (re)use of the Article as described in the above paragraphs, the Author or the Publisher undertakes always to include the complete source (at least the Author's name, the title and the number of the Publication, and the name of the Publisher), unless this is impossible.

Clause 4 Moral rights

This agreement does not affect the moral rights of the Author in or to the Article. More specifically, the Author asserts his right to be identified as the Author and the right to object to derogatory treatment.

Clause 5 Warranty

1. The Author warrants that he/she is the sole creator of the Article and that the Article does not infringe any existing third party copyright or moral right.
2. The Author shall hold harmless and indemnify the Publisher from any third party claims resulting from the publication of the Article should there be a breach of this warranty. The warranties contained in this article also apply to any drawing, photograph or other illustration included in the Article and delivered by the Author.
3. The Author authorises the Publisher to institute, in co-operation with the Author, the necessary steps to prevent third party infringement of the copyright in the Article. The Author and Publisher undertake to provide each other full co-operation and complete information in this regard. The costs are subject to a separate agreement when the question arises.

Clause 6 Obligation to publish

Subject to the Acceptance by the Publisher undertakes to publish the Article to the customary standard of the Publisher at the cost and expense of the Publisher within a reasonable period after Acceptance.

Clause 7 Complimentary Copies

The Author has the right to receive 2 (two) complimentary copies of the issue of the Publication in which the Article appears. In case of a Publication in electronic form, the Author has the right to receive a copy, or to gain access to the relevant Publication. The Author may not put on the market or sell these copies.

Clause 8 Legal relationship

1. The Publisher may transfer the exploitation rights on the Article to a third party, provided that this third party fulfils the Publisher's obligations contained in this agreement towards the Author.
2. If the Author can show that his moral rights are affected by the use of his Article by the Publisher pursuant to a licence, the Author may demand that the Publisher stop said use. The Publisher must honour the request unless this cannot be reasonably asked of him in view of the scientific or historical value of the Article.
3. The Author has the right to terminate this agreement if the Publisher goes into bankruptcy or liquidation or any other arrangement for the benefit of its creditors.
4. Termination of this agreement does not affect any prior valid agreement made by the Publisher with third parties.
5. Nothing in this agreement is intended to confer rights on any third party.

Clause 9 Multiple Authors

In the case of multiple authors, the Author has the consent of each author to enter this Licence to publish on behalf of them.

Clause 10 Applicable Law

This agreement shall be governed by and construed in accordance with the country of residence of the Author whose courts shall be courts of competent jurisdiction.

Clause 11 Final clause

The agreement comes into effect immediately on Acceptance and shall remain in force for the lifetime of the copyright in the Article.

Signed by the Author on (date)