Licence to publish

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:

- **Acceptance**: the communication to the Author by the Publisher of his willingness to publish the Author’s work.
- **Work**: the published version of the Author’s work, entitled "__________________________".
- **Publication**: The publication, in print or in digital form, for which the Work is destined.

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 Work 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 Work in whole or in part, and to communicate the Work 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 Work into other languages and to communicate the translation of the Work to the public;
   c. to create adaptations, summaries or extracts of the Work or other derivative works based on the Work and exercise all of the rights in such adaptations, summaries, extracts and derivative works;
   d. to include the Work, 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 Work, in whole or in part, whether in translation or as adaptation or summary, in a reader or compilation;
   f. to rent or lend the Work to third parties;
   g. to reproduce the Work by means of reprography, notwithstanding the limitations in the law.
   h. to enter into agreements with other publishers to republish the Work

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 Work not granted to the Publisher and in particular he can exercise the following rights:

   Educational or research use
   To reproduce the Work, 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 Work or to grant to the Author’s own institution (or another appropriate organisation) the authorisation to upload the Work, immediately from the date of publication of the journal in which the Work is published (unless that the Author and the Publisher have agreed in writing to an embargo period, with a maximum of twenty four (24) 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 organization) the authorisation to reproduce the Work 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 Work continues to be available for education and research purposes;

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

Personal use
To present the Work at a meeting or conference.

Use by end users
To grant to end users of the Author’s own institution or (or another appropriate organization), 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 Work 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 Work and that the Work 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 Work 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 Work 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 Work. 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 Work to the customary standard of the Publisher at the cost and expense of the Publisher within a reasonable period after Acceptance.
Clause 7 - Legal relationship

1. The Publisher may transfer the exploitation rights on the Work 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 Work 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 Work.
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 8 - 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 9 - 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 10 - 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)