

Suggested form of words for amending a publisher's copyright transfer agreement

Author's Agreement

The undersigned

Name of author(s)
Hereinafter called "the Author",

grants to

Name of Publisher
Hereinafter called "the Publisher", the following licence.

Clause 1 Definitions

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.
3. **Institution:** the Author's employer
4. **Publication:** The journal or similar periodical publication, in print or in digital form, for which the Article is destined.

Clause 2 Licence of rights

1. Upon Acceptance, the Author grants to the Publisher a sole licence for the full term of the copyright in the Article to perform with respect to the Article certain copyright related acts having an economic or commercial objective.
2. The sole licence mentioned in the previous paragraph encompasses the right for the Publisher:
 - a. to reproduce (or authorise others to do so) the Article, in whole or in part, and to communicate the Article to the public (or authorise others to do) 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 (or authorise others to do) into other languages and to communicate the translation of the Article to the public (or authorise others to do).
 - 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 (or authorise others to do so), notwithstanding the limitations in the law.

The Publisher undertakes that the name of the Author and the source appear in their customary form.

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 parties undertake to provide each other full co-operation and complete information in this regard.

Clause 3 Rights retained by Author

The Author retains among others, the following rights with respect to the Article:

Educational or instructional use

1. To reproduce the Article, in whole or in part, and to communicate it to the public, whether in print and/or digital form, whether as part of a reader or a compilation, for use in education or research within the Author's own institution, provided this use pursues no direct or indirect economic or commercial advantage;

Dissemination

2. To grant the Institution the authorisation to upload the Article onto the Institution's closed network (e.g., an intranet system); and to grant the Institution the authorisation to upload, after an embargo period of a maximum of six (6) months from the date of publication of the journal in which the Article is published, unless it is clear that the Publisher agrees to a shorter term, the Article to the Institution's publicly accessible institutional repository, provided that this is not for direct or indirect economic or commercial advantage and that a link is inserted to the Article on the Publisher's website.

Preservation

3. To grant to the Institution 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

4. To reuse whole or part of the Article in a dissertation, compilation or other work, provided that such use pursues no direct or indirect economic or commercial advantage. For any commercial reuse of the Article, the Author undertakes to obtain the Publisher's consent.

Personal use

5. To present the Article at a meeting or conference and to hand out copies of the Article to the delegates attending the meeting provided that all such use pursues no direct or indirect economic or commercial advantage.

For every form of (re)use of the Article as described in the above paragraphs, the Author or the Publisher undertakes to always 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 Warranty

The Author warrants that he is the sole creator of the Article and that the Article does not infringe any existing third party copyright. 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.

Clause 5 Obligation to publish

The Publisher undertakes to publish the Article within a reasonable period after Acceptance.

Clause 6 Legal relationship

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.

Clause 7 Multiple Authors

In the case of multiple authors, the Author has the consent of each author to enter this Agreement.

Clause 8 Final clause

This Agreement comes into effect on the day after Acceptance. This Agreement is a supplement to any other agreement signed by the author in regard to the article, and where the two agreements are in conflict, the wording of this Author's Agreement shall prevail.

Signed by the Author on (date)