

Grant of a Licence to Publish an Open Access Article

Author(s): please complete the details below and return this section.

Article title:

Author(s):

To be published in the Journal:

To assure the integrity, dissemination, and protection against copyright infringement of published articles, the copyright owner [the Author(s)] is required to grant a licence to Taylor & Francis Group, LLC for the requisite publishing rights in the Article that you are publishing in the Journal on an Open Access basis. This means that Taylor & Francis will make the Article in its entirety freely available online with no subscription fee or pay-to-view fee or any other form of access fee or any publication embargo being applied. The Article is defined as comprising the final, definitive, and citable Version of Scholarly Record, and includes: (a) the accepted manuscript in its final form, including the abstract, text, bibliography, and all accompanying tables, illustrations, data; and (b) any supplemental material, in all forms and all media (whether known at this time or that will be developed in the future) throughout the world, in all languages, for the full term of copyright (including all renewals and extensions of that term), to take effect if and when the Article is accepted for publication in the Journal. This Publishing Agreement together with the Schedule of Terms & Conditions constitutes the entire Agreement and the sole understanding between us and you. Your signed copy of the Agreement will be retained by Taylor & Francis as a legal document pertaining to the Grant of a Licence to Publish the Article. Your article will be published on an Open Access basis, under the imprint Taylor & Francis or Routledge “Open” or “Open Select”, and you will be shown as copyright holder.

Please review and mark X in the two boxes below

- I confirm that I have read and accept the full terms of the Journal’s Article Publishing Agreement including the Schedule of Terms & Conditions.**
- I confirm that I agree to assume responsibility for payment of the Open Access Article Publishing Charge.**

AUTHORSHIP (select one of the following)

- I am the Author of the Article, I own copyright, and I am granting Taylor & Francis the sole license for the publication of the final, definitive, and citable Version of Scholarly Record on an Open Access basis.**
Please see page 2 of this document if you need to apply an additional condition to this or are not the copyright holder.
- I am one of several co-Authors of the Article, we own copyright, and we are granting Taylor & Francis the sole license for the publication of the final, definitive, and citable Version of Scholarly Record on an Open Access basis. It is not practicable for all of the co-Authors to sign this Publishing Agreement and I hereby confirm that I am authorized by such co-Authors to enter into this Agreement on their behalf. The co-Authors have agreed that the priority of the assertion of copyright and order of names in the publication of the Article.**
Please see page 2 of this document if you need to apply an additional condition to this or are not the copyright holder.

Signed: _____

Print Name : _____

Date: _____

Grant of a Licence to Publish an Open Access Article

Additional Copyright conditions page

This page should be completed and returned with the first page if any of the below conditions are claimed by the author(s). Please note that we cannot accept this page only. It must be returned with page one, with both pages containing signatures.

C. COPYRIGHT NOT OWNED BY AUTHOR(S)

- I/We am/are employed by the US Government and there is no copyright to transfer.
- I/We am/are employed by the UK, Canadian, Australian, or other Commonwealth Realm Government and claim Crown Copyright.
- I/We am/are employed by the NIH and there is no copyright to transfer. I am not required to sign this form and attach the NIH addendum.
- I/We am/are contracted by the US Government (includes NIH contractors) under contract number _____ and I/we am/are required to sign this form.
- I/We am/are employed by the European Commission and copyright is asserted and retained by the European Union.
- I/We am/are employed by _____ [Government, Agency, or International Organization] and copyright is retained by that entity.
- The copyright belongs to my/our employer (and is a 'work made for hire'); license is granted by their authorized representative. Signature, name, and job title of employer's authorized representative and assignee, if different from from the author, is required.

Signed: _____

Print Name : _____

Title (is company representative): _____

Date: _____

Schedule of Terms & Conditions

1. YOUR RIGHTS AS AUTHOR

This schedule sets out your rights as author with respect to the article. These are rights that extend to all named co-Authors and that are personal to you and them, and cannot be transferred by you or them to anyone else.

- 1.1. You, the Author(s) of the Work, expressly reserve and assert your right to be identified as the Author(s) of the Article, such right arising under section 77 of the Copyright, Designs and Patents Act 1988, and expressly reserves all your other moral rights arising under the Copyright, Designs and Patents Act 1988 and, so far as is legally possible, any broadly equivalent rights you may have in any territory of the world.

You have the following Rights as Author(s):

- 1.2. the right to share, at any time, on a non-commercial basis with colleagues in print or digital format your 'Author's Original Manuscript' (i.e., the unpublished version of the Article created by you prior to peer review; formerly a 'preprint');
- 1.3. the right to post, at any time, on a non-commercial basis your 'Author's Original Manuscript' as a digital file on your own website for personal or professional use, or on your institution's network or intranet or website, or in a subject repository that does not offer content for commercial sale or for any systematic external distribution by a third party, with an acknowledgement such as:
'This is an Author's Original Manuscript of an Article submitted to the <JOURNAL TITLE> available freely online at <http://www.tandfonline.com/>'
- 1.4. the right to retain, at any time, on a non-commercial basis your Author's Original Manuscript version of the Article as specified above following publication of the Version of Scholarly Record in the Journal, with an acknowledgement such as:
'This is an Author's Original Manuscript of an Article whose final and definitive form, the Version of Record, has been published in the <JOURNAL TITLE> <date of publication>, available freely online at: <http://www.tandfonline.com/> <Article DOI>.'
- 1.5. the right to post at any time after the publication of the Version of Scholarly Record, without embargo, on a non-commercial basis your 'Author's Accepted Manuscript' (i.e., your manuscript in the form accepted for publication, revised after peer review; formerly a 'postprint'), as a digital file on your own website for personal or professional use, or on your institution's network or intranet or website, or in a subject repository that does not offer content for commercial sale or for any systematic external distribution by a third party, provided that you do not use the PDF version of the Article prepared by us and that you include any amendments or deletions or warnings relating to the Article issued or published by us; and with an acknowledgement such as:
'This is an Author's Accepted Manuscript of an Article published in <JOURNAL TITLE> <date of publication>, available freely online at: <http://www.tandfonline.com/> <Article DOI>.'
- 1.6. the right to share with colleagues on a non-commercial basis copies of an Article in its published form as supplied by Taylor & Francis as a digital ePrint or printed reprint;
- 1.7. the right to make printed copies of all or part of an Article on a non-commercial basis for use by you for lecture or classroom purposes provided that such copies are not offered for sale or distributed in any systematic way, and provided that acknowledgement to prior publication in the Journal is made explicit;
- 1.8. the right to facilitate the distribution of the Article on a non-commercial basis if the Article has been produced within the scope of an Author's employment, so that the Author's employer may use all or part of the Article internally within the institution or company provided that acknowledgement to prior publication in the Journal is made explicit;
- 1.9. the right to include an Article in a thesis or dissertation that is not to be published commercially, provided that acknowledgement to prior publication in the Journal is made explicit;
- 1.10. the right to present an Article at a meeting or conference and to distribute printed copies of the Article to the delegates attending the meeting provided that this is not for commercial purposes and provided that acknowledgement to prior publication in the Journal is made explicit;
- 1.11. the right to use the Article in its published form in whole or in part without revision or modification in personal compilations or other publications of an Author's own Articles, provided that acknowledgement to prior publication in the Journal is made explicit;

- 1.12. the right to expand an article into book-length form for publication provided that acknowledgement to prior publication in the journal is made explicit :

Acknowledgement: This <chapter or book> is derived in part from an article published in the <JOURNAL TITLE> <date of publication> <published by Taylor & Francis>, available freely online at:
<http://www.tandfonline.com/> <Article DOI>

2. OUR RIGHTS AS PUBLISHER

For the avoidance of doubt, you confirm that by entering into this Agreement, you have assigned to us the right to publish the final, definitive and citable Version of Scholarly Record on an Open Access basis. This means that Taylor & Francis will make the Article in its entirety freely available online with no subscription fee or article-pay-to-view fee or any other form of access fee or any publication embargo being applied and that as a consequence of this Agreement, our rights include but are not limited to:

- 2.1. the rights to publish, reproduce, distribute, display, post and store the Article worldwide in all forms, versions, formats and media now known or that will be developed in the future, including print, electronic, and digital forms;
- 2.2. the rights to translate the Article into other languages, create adaptations, summaries or extracts of the Article or other derivative works based on the Article and all rights defined here shall apply in these respects;
- 2.3. the rights to sub-license all such rights to others; and
- 2.4. the rights to supply the Article in electronic, digital, and online forms and systems.
- 2.5. Patent rights, trademark rights, or rights to any process, product or procedure described in an Article are not licensed by you to us by virtue of this Agreement.

3. OUR RESPONSIBILITIES AS PUBLISHER

- 3.1. We shall prepare and publish the Article on an Open Access basis in the Journal. We reserve the right to make such editorial changes as may be necessary to make the Article suitable for publication or as we reasonably consider necessary to avoid infringing third party rights or law; and we reserve the right not to proceed with publication for whatever reason.
- 3.2. If before publication we reasonably consider that the article should not be published, on the advice of our legal advisors, we may decline to publish the article, in which case we will refund you the Open Access Article Publishing Charge.
- 3.3. If after publication we reasonably consider that the article should be retracted or removed from our website, for example, because of a breach in your Author Warranties, we may retract and withdraw it, and in such case shall be under no obligation to refund you the Open Access Article Publishing Charge.

4. YOUR WARRANTIES AS AUTHOR

- 4.1. In the event that you are not the legal owner of all content within the Article in its entirety, you hereby warrant that where applicable you have secured the necessary written permission from the appropriate copyright owner or authorities for the reproduction in the Article and in the Journal of such content, which shall include but is not limited to any proprietary text, illustration, table, or other material, including data, audio, video, film stills, and screenshots, and any supplemental material you propose to submit.
- 4.2. You warrant that, apart from any such third party copyright material included in the Article, the Article is your original work, and does not infringe the intellectual property rights of any other person or entity and cannot be construed as plagiarizing any other published work, including your own published work.
- 4.3. You warrant that the Article is not currently under submission to, nor is under consideration by, nor has been accepted by any other journal or publication, nor has been previously published by any other journal or publication, nor has been assigned or licensed by you to any third party. Without prejudice to the provisions detailed herein, you undertake that the fully reference-linked Version of Scholarly Record will not be published elsewhere without our prior written consent.
- 4.4. You warrant that the Article contains no statement that is abusive, defamatory, libellous, obscene, fraudulent, nor in any way infringes the rights of others, nor is in any other way unlawful or in violation of applicable laws.
- 4.5. You warrant that any patient, service user, or participant (or that person's parent or legal guardian) in any research or clinical experiment or study who is mentioned in the Article has given written consent to the inclusion of material pertaining to themselves, and that they acknowledge that they cannot be identified via the Article and that you have anonymized them and that you do not identify them in any way. Where such a person is deceased, you warrant you have obtained the written consent of the deceased person's family or estate.

- 4.6. You warrant that where applicable:
 - i. all mandatory laboratory health and safety procedures have been complied with in the course of conducting any experimental work reported in your Article;
 - ii. your Article contains all appropriate warnings concerning any specific and particular hazards that may be involved in carrying out experiments or procedures described in the Article or involved in instructions, materials, or formulae in the Article; includes explicitly relevant safety precautions; and cites, if an accepted Standard or Code of Practice is relevant, a reference to the relevant Standard or Code.
- 4.7. You warrant that you have reviewed our Publishing Ethics and Conflicts of Interest Disclosure policies, and will include in the text of the Article an appropriate statement should you have a financial interest or benefit arising from the direct applications of your research.
- 4.8. If the Article was prepared jointly with other Authors, where applicable, you warrant that you have been authorized by all co-authors to sign this Agreement as agent on their behalf, and to agree on their behalf the priority of the assertion of copyright and the order of names in the publication of the Article. You shall notify us in writing of the names of any such co-authors.
- 4.9. You undertake that you will keep us and our affiliates indemnified in full against all loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by us as a result of your breach of the warranties given in this Agreement.

5. GOVERNING LAW

- 5.1 This agreement (and any dispute, proceeding, claim or controversy in relation to it) is subject to United States law and the jurisdiction of the Courts of the United States. It may only be amended by a separate document signed by both parties.

6. THIRD PARTY ACCESS AND USAGE RIGHTS

- 6.1. Where Taylor & Francis Open Articles and Taylor & Francis Open Select Articles are made available on an Open Access basis, no subscription fee or article-pay-to-view fee or any other form of access fee are payable, and no publication embargo is applied.
- 6.2. With respect to use and re-use, third party users may access, download, copy, display and redistribute the Article as well as text and data mine content contained in the Article, subject to the following conditions:
 - i. such use and re-use is for strictly non-commercial purposes only;
 - ii. the authors' moral right to the integrity of their work is not compromised;
 - iii. where content contained in the Article is identified as belonging to a third party, it is the obligation of the user to ensure that any reuse complies with copyright policies of the owner;
 - iv. if Article content is copied, downloaded or otherwise used or re-used for non-commercial research or educational purposes, a link to the appropriate bibliographic citation – authors, journal, article title, volume, issue, page numbers, DOI and the link to the definitive published version on [http:// www.tandfonline.com/](http://www.tandfonline.com/) – must be created and maintained, and all copyright notices and disclaimers must not be deleted;
 - v. Derivative works are prohibited; third party users may not alter, transform, or build upon the Article.
- 6.3. For the avoidance of doubt, the use and re-use of the Articles for commercial purposes by third parties is strictly prohibited. Such commercial purposes can include:
 - i. the copying or downloading of the Article, or linking to such postings, for further redistribution, sale or licensing, for a fee;
 - ii. the copying, downloading or posting by a site or service that incorporates advertising with such content;
 - iii. the inclusion or incorporation of Article content in other works or services (other than normal quotations with an appropriate citation) that is then available for sale or licensing, for a fee;
 - iv. the use of the Articles or Article content (other than normal quotations with appropriate citation) by for-profit organizations for promotional purposes, whether for a fee or otherwise;
 - v. the use of the Articles or Article content for the purposes of monetary reward by means of sale, resale, license, loan, transfer or other form of commercial exploitation;
 - vi. the adaptation, alteration, transformation, or creation of a derivative work for a fee or otherwise.
- 6.4. Articles posted to institutional, subject repositories and PubMed Central are without warranty from Taylor & Francis of any kind, expressed or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, or non-infringement. In no event shall Taylor & Francis be liable for any loss or damage arising out of, or in connection, with the use or performance of this information.