

Instructions for standard agreements:

## **Author – publisher / Licence to publish**

A licence is an entitlement to exercise a right, in this case a literary work, in certain limited respects. The licence is *assigned* to those who are to use the work, as opposed to ownership which is *transferred*. The author retains ownership of the assigned right.

The agreement *Licence to publish* can be used between the author and a scientific journal when publishing an article. The agreement is intended to regulate which part of the copyright is assigned and the conditions under which this takes place.

Through the agreement, the author gives the publisher the exclusive right to publish the article, including exclusive reproduction and distribution rights. The reproduction and distribution rights assigned by the author to the publisher involve certain restrictions. The author retains the right to

- use the article for continued research and teaching
- publish the article on servers belonging to Lund University (currently lu.se and lth.se)
- publish the article in a future doctoral thesis
- use the article as the basis in future publications or presentations

The author retains his/her moral rights, that is, the right to claim authorship and respect for the work.

### **Section 1 Licensing**

Section 1 states the extent of the licence: an exclusive right to reproduce, publish and distribute the article. However, the author maintains certain reproduction and distribution rights of the article (see Section 2, and under ‘General’).

A publisher may want to assign to others the right to reproduce and distribute the article, in which case the following point can be added to the second paragraph:

- *authorise others (including Reproduction Rights Organisations such as the Copyright Licensing Agency and the Copyright Clearance Centre) to do the same.*

### **Section 2 The author’s right to use the article**

Section 2 specifies that the author holds the copyright to the article, and states how and to what extent he or she is entitled to reproduce and distribute the article (see above under ‘General’).

The © symbol that often appears in books and other works does not have any legal value in Sweden, but mostly serves as a reminder that the work is protected by copyright.

### **Section 3 The author’s moral right to the article**

Section 3 specifies that the author has the moral right to the article (see above under ‘General’).

## **Section 4 Publishing**

Section 4 states the publisher's obligation to publish the article.

In paragraph 3, remember to fill in how many free copies you are to be entitled to!

Optional:

In certain cases, the publication involves a peer review, in which case it is important to negotiate the timeframe for this. An addition must then be inserted as a first paragraph in Section 4, for example:

*The Publisher will have the Article reviewed by impartial peers, usually two, and will let the Author know the outcome as soon as possible, at the latest within..... weeks.*

## **Section 5 Guarantees**

In Section 5 the author ensures that the article does not infringe on someone else's copyright (if the article contains any form of copyright material, such as photographs, consent to use the material must have been obtained).

## **Section 6 Electronic publication**

**Optional:** applies if the author has entered into a publishing agreement with Lund University, in which case a copy of that agreement is to be attached as *Appendix 1*.

Section 6 only applies to electronic publication. The other sections of the agreement apply to both electronic and paper publications.

Sections 2 and 6 give the author the right to assign to Lund University the right to publish the article electronically. Remember, however, that, as this is an exclusive licence, the author is not entitled to grant anyone other than Lund University the right to publish the article electronically (or in other ways) without the consent of the publisher.

## **Section 7 Infringement**

Section 7 states the measures to be taken by the author and the publisher in case a third party infringes on the copyright (e.g. through unauthorised reproduction, distribution, or offensive changes, etc.).

The publisher is obliged to protect the rights assigned to them by the agreement.

## **Section 8 Validity and termination of agreement**

Section 8 regulates the period of validity of the agreement and possible conditions for terminating the agreement. Once the agreement is no longer valid, all rights revert to the author from the publisher. As there is no longer a valid licence to the article, the author has the right to assign to another publisher an exclusive licence to the article (preferably in accordance with the present licensing agreement).

## **Section 9 Changes**

Section 9 states that all changes and amendments to the agreement must be made in writing. Such changes could include:

- the publisher consenting to the author granting a third party the right to publish the article electronically (cf. comments under Section 6)
- the author requesting that a links are provided to the original data
- possible royalties or other remunerations to the author

## **Section 10 Applicable legislation**

Section 10 states that any disputes associated with the agreement are to be settled in accordance with Swedish law and at the District Court in Lund as a first instance. **NB:** This is a suggestion – the parties have freedom of contract to apply other dispute resolution mechanisms (applicable legislation and relevant court). However, it is important to note and take a position on potential suggestions from the publisher.