

Licence to publish

between

....., hereinafter referred to as the Author

and

....., hereinafter referred to as the Publisher

§ 1 Grant of license

The Author hereby grants, with the exception for what is stated in § 2, to the Publisher the exclusive right to reproduce and / or distribute the article including abstract..... (*name of the article*), hereinafter referred to as the Article, in the Journal (*name of the journal*), hereinafter referred to as the Journal, throughout the world.

The grant includes the right for the Publisher to

- publish the Article in the Journal
- reproduce and / or distribute the Article throughout the world in printed, electronic or any other medium,

§ 2 Author's right to use the Article

Copyright remains with the Author. This will be acknowledged by the Publisher in the copyright line.

The Author retains the right to use the Article:

- for research, educational or other purposes of the Author's university / institution
- mounted on a server within the Lund University's domains (posted to free public servers of preprints and / or articles in the Author's subject area)
- in whole or in part, as the basis for further publications or spoken presentations
- for publication in the Author's future doctoral thesis / dissertation

provided the Author acknowledge the original Article in standard bibliographic citation form.

The right to publish the Article in a doctoral thesis consists of both the right to publish in the printed and the electronic version. The electronic version will be mounted on a server within the Lund University's domains. The Author may grant Lund University a right to print on demand for non-profit purposes, on request, the doctoral thesis and to distribute the copies to individuals, for their personal use.

The Author may not sell (or in any other way transfer ownership to) the Article in ways which would conflict directly with the Publisher's commercial business interests. The Author may only use the Article for non-commercial and non-profit purposes.

§ 3 Author's Moral Right to the Article

The Author has the Moral Right to the Article. Therefore the Publisher will:

- make sure that the Author's name is always clearly associated with the Article
- not make any substantial alteration to the Article without consulting the Author. *Fråga till forskarna: Är detta ett problem? Är "substantial alteration" alltför vidsträckt??*

§ 4 Publication of the Article

When the Article is accepted, the Publisher undertakes to publish it as soon as reasonably possible.

If the Article is rejected this agreement is automatically cancelled and all the rights goes back to the Author.

On publication, the Publisher will send the Author free offprints and / or free copies.

The Publisher will do everything he reasonably can to maximise the visibility of the Journal and the Author's Article within it.

§ 5 Warranties

The Author warrants that the Article:

- is his / hers original work
- has not previously been published in any other journal
- is not currently under consideration of another journal
- does not, to the best of the Author's knowledge, contain anything which is libellous, illegal, or infringes anyone's copyright or other rights.

If the Article contains material which is someone else's copyright, the Author must have obtained the unrestricted permission of the copyright owner and the material shall be clearly identified and acknowledged within the text. Evidence of such permission shall be presented to the Publisher upon his request.

§ 6 Electronic publishing

OPTION

The Author has signed "Publishing Agreement", **Appendix 1**. The Publisher accepts the rights granted to Lund University and confirms that the Publishing agreement does not in any way violate the terms and conditions in this license-agreement.

When the Article will be published electronically, the Publisher shall always:

- notify the Author if the Publisher decides to withdraw the Article from the electronic source.
- take all reasonable steps in order to prevent infringement.

§ 7 Infringement

The Author and the Publisher, respectively shall each notify the other Party of any infringement or suspected infringement of the rights included in this Agreement. The Publisher shall take legal actions against any infringement relating to the exclusive rights to the Article granted under this licence-agreement. The Author shall at the cost of the Publisher supply appropriate assistance to enable the Publisher to proceed against the infringement. If the Publisher decides not to take legal actions in accordance with this paragraph, the Author may proceed against the infringement.

§ 8 Term and Termination

This Agreement comes into force when it has been signed by both parties.

Irrespective of what is stated above, the parties may terminate this Agreement immediately under the following conditions.

The Author has the right to terminate this Agreement if

- the Publisher in a substantial way violates the conditions in this Agreement,
- the Publisher goes into bankruptcy or liquidation or any other arrangement for the benefit of its creditors.

When the Article is published only electronically, the Author has the right to terminate this Agreement, if the Publisher before agreed date of withdrawal, retracts the article from the electronic source where it is published.

The Publisher has the right to terminate this Agreement if the Author in a substantial way violates the conditions in this Agreement.

At the time of termination of this Agreement, the rights granted in § 1 will be reverted to the Author.

§ 9 Amendments

Amendments or changes in this agreement shall be made in writing and signed by both parties in order to be valid.

§ 10 Applicable law

This contract shall be governed by and interpreted in accordance with Swedish law.

Any dispute or differences between the parties arising out of or in connection with this agreement shall be settled by the District Court in Lund, Sweden, as the court of first instance.

This agreement is made in two copies, each party receiving one duly signed copy thereof.

Lund 2003
Author

XXX 2003-
Publisher

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Authorised signature