

2015

2J Wiley-Blackwell Agreement (sample contract)

Laura Quilter

University of Massachusetts - Amherst, lquilter@library.umass.edu

Follow this and additional works at: <http://scholarworks.umass.edu/cbc>

 Part of the [Intellectual Property Law Commons](#), and the [Scholarly Communication Commons](#)

Quilter, Laura, "2J Wiley-Blackwell Agreement (sample contract)" (2015). *New England Copyright Boot Camp*. 13.
<http://scholarworks.umass.edu/cbc/13>

This Article is brought to you for free and open access by the University Libraries at ScholarWorks@UMass Amherst. It has been accepted for inclusion in New England Copyright Boot Camp by an authorized administrator of ScholarWorks@UMass Amherst. For more information, please contact scholarworks@library.umass.edu.

COPYRIGHT TRANSFER AGREEMENT



Date: _____ Contributor name: _____

Contributor address: _____

Manuscript number (if known): _____

Re: Manuscript entitled _____

_____ (the "Contribution")

for publication in _____ (the "Journal")

published by _____ ("Wiley-Blackwell").

Dear Contributor(s):

Thank you for submitting your Contribution for publication. In order to expedite the editing and publishing process and enable Wiley-Blackwell to disseminate your Contribution to the fullest extent, we need to have this Copyright Transfer Agreement signed and returned as directed in the Journal's instructions for authors as soon as possible. If the Contribution is not accepted for publication, or if the Contribution is subsequently rejected, this Agreement shall be null and void. **Publication cannot proceed without a signed copy of this Agreement.**

A. COPYRIGHT

1. The Contributor assigns to Wiley-Blackwell, during the full term of copyright and any extensions or renewals, all copyright in and to the Contribution, and all rights therein, including but not limited to the right to publish, republish, transmit, sell, distribute and otherwise use the Contribution in whole or in part in electronic and print editions of the Journal and in derivative works throughout the world, in all languages and in all media of expression now known or later developed, and to license or permit others to do so.

2. Reproduction, posting, transmission or other distribution or use of the final Contribution in whole or in part in any medium by the Contributor as permitted by this Agreement requires a citation to the Journal and an appropriate credit to Wiley-Blackwell as Publisher, and/or the Society if applicable, suitable in form and content as follows: (Title of Article, Author, Journal Title and Volume/Issue, Copyright © [year], copyright owner as specified in the Journal). Links to the final article on Wiley-Blackwell's website are encouraged where appropriate.

B. RETAINED RIGHTS

Notwithstanding the above, the Contributor or, if applicable, the Contributor's Employer, retains all proprietary rights other than copyright, such as patent rights, in any process, procedure or article of manufacture described in the Contribution.

C. PERMITTED USES BY CONTRIBUTOR

1. **Submitted Version.** Wiley-Blackwell licenses back the following rights to the Contributor in the version of the Contribution as originally submitted for publication:

a. After publication of the final article, the right to self-archive on the Contributor's personal website or in the Contributor's institution's/employer's institutional repository or archive. This right extends to both intranets and the Internet. The Contributor may not update the submission version or replace it with the published Contribution. The version posted must contain a legend as follows: This is the pre-peer reviewed version of the following article: FULL CITE, which has been published in final form at [Link to final article].

b. The right to transmit, print and share copies with colleagues.

2. **Accepted Version.** Re-use of the accepted and peer-reviewed (but not final) version of the Contribution shall be by separate agreement with Wiley-Blackwell. Wiley-Blackwell has agreements with certain funding agencies governing reuse of this version. The details of those relationships, and other offerings allowing open web use, are set forth at the following website: <http://www.wiley.com/go/funderstatement>. NIH grantees should check the box at the bottom of this document.

3. **Final Published Version.** Wiley-Blackwell hereby licenses back to the Contributor the following rights with respect to the final published version of the Contribution:

a. Copies for colleagues. The personal right of the Contributor only to send or transmit individual copies of the final published version in any format to colleagues upon their specific request provided no fee is charged, and further-provided that there is no systematic distribution of the Contribution, e.g. posting on a listserve, website or automated delivery.

b. Re-use in other publications. The right to re-use the final Contribution or parts thereof for any publication authored or edited by the Contributor (excluding journal articles) where such re-used material constitutes less than half of the total material in such publication. In such case, any modifications should be accurately noted.

c. Teaching duties. The right to include the Contribution in teaching or training duties at the Contributor's institution/place of employment including in course packs, e-reserves, presentation at professional conferences, in-house training, or distance learning. The Contribution may not be used in seminars outside of normal teaching obligations (e.g. commercial seminars). Electronic posting of the final published version in connection with teaching/training at the Contributor's institution/place of employment is permitted subject to the implementation of reasonable access control mechanisms, such as user name and password. Posting the final published version on the open Internet is not permitted.

d. Oral presentations. The right to make oral presentations based on the Contribution.

4. **Article Abstracts, Figures, Tables, Data Sets, Artwork and Selected Text (up to 250 words).**

a. Contributors may re-use unmodified abstracts for any non-commercial purpose. For on-line uses of the abstracts, Wiley-Blackwell encourages but does not require linking back to the final published versions.

b. Contributors may re-use figures, tables, data sets, artwork, and selected text up to 250 words from their Contributions, provided the following conditions are met:

(i) Full and accurate credit must be given to the Contribution.

(ii) Modifications to the figures, tables and data must be noted. Otherwise, no changes may be made.

(iii) The reuse may not be made for direct commercial purposes, or for financial consideration to the Contributor.

(iv) Nothing herein shall permit dual publication in violation of journal ethical practices.

D. CONTRIBUTIONS OWNED BY EMPLOYER

1. If the Contribution was written by the Contributor in the course of the Contributor's employment (as a "work-made-for-hire" in the course of employment), the Contribution is owned by the company/employer which must sign this Agreement (in addition to the Contributor's signature) in the space provided below. In such case, the company/employer hereby assigns to Wiley-Blackwell, during the full term of copyright, all copyright in and to the Contribution for the full term of copyright throughout the world as specified in paragraph A above.

2. In addition to the rights specified as retained in paragraph B above and the rights granted back to the Contributor pursuant to paragraph C above, Wiley-Blackwell hereby grants back, without charge, to such company/employer, its subsidiaries and divisions, the right to make copies of and distribute the final published Contribution internally in print format or electronically on the Company's internal network. Copies so used may not be resold or distributed externally. However the company/employer may include information and text from the Contribution as part of an information package included with software or other products offered for sale or license or included in patent applications. Posting of the final published Contribution by the institution on a public access website may only be done with Wiley-Blackwell's written permission, and payment of any applicable fee(s). Also, upon payment of Wiley-Blackwell's reprint fee, the institution may distribute print copies of the published Contribution externally.

E. GOVERNMENT CONTRACTS

In the case of a Contribution prepared under U.S. Government contract or grant, the U.S. Government may reproduce, without charge, all or portions of the Contribution and may authorize others to do so, for official U.S. Govern-

ment purposes only, if the U.S. Government contract or grant so requires. (U.S. Government, U.K. Government, and other government employees: see notes at end)

F. COPYRIGHT NOTICE

The Contributor and the company/employer agree that any and all copies of the final published version of the Contribution or any part thereof distributed or posted by them in print or electronic format as permitted herein will include the notice of copyright as stipulated in the Journal and a full citation to the Journal as published by Wiley-Blackwell.

G. CONTRIBUTOR'S REPRESENTATIONS

The Contributor represents that the Contribution is the Contributor's original work, all individuals identified as Contributors actually contributed to the Contribution, and all individuals who contributed are included. If the Contribution was prepared jointly, the Contributor agrees to inform the co-Contributors of the terms of this Agreement and to obtain their signature to this Agreement or their written permission to sign on their behalf. The Contribution is submitted only to this Journal and has not been published before. (If excerpts from copyrighted works owned by third parties are included, the Contributor will obtain written permission from the copyright owners for all uses as set forth in Wiley-Blackwell's permissions form or in the Journal's Instructions for Contributors, and show credit to the sources in the Contribution.) The Contributor also warrants that the Contribution contains no libelous or unlawful statements, does not infringe upon the rights (including without limitation the copyright, patent or trademark rights) or the privacy of others, or contain material or instructions that might cause harm or injury.

CHECK ONE BOX:

<input type="checkbox"/> Contributor-owned work ATTACH ADDITIONAL SIGNATURE PAGES AS NECESSARY	Contributor's signature _____	Date _____
	Type or print name and title _____	
	Co-contributor's signature _____	Date _____
	Type or print name and title _____	
<input type="checkbox"/> Company/Institution-owned work (made-for-hire in the course of employment)	Company or Institution (Employer-for-Hire) _____	Date _____
	Authorized signature of Employer _____	Date _____
<input type="checkbox"/> U.S. Government work	Note to U.S. Government Employees A contribution prepared by a U.S. federal government employee as part of the employee's official duties, or which is an official U.S. Government publication, is called a "U.S. Government work," and is in the public domain in the United States. In such case, the employee may cross out Paragraph A.1 but must sign (in the Contributor's signature line) and return this Agreement. If the Contribution was not prepared as part of the employee's duties or is not an official U.S. Government publication, it is not a U.S. Government work.	
<input type="checkbox"/> U.K. Government work (Crown Copyright)	Note to U.K. Government Employees The rights in a Contribution prepared by an employee of a U.K. government department, agency or other Crown body as part of his/her official duties, or which is an official government publication, belong to the Crown. U.K. government authors should submit a signed declaration form together with this Agreement. The form can be obtained via http://www.opsi.gov.uk/advice/crown-copyright/copyright-guidance/publication-of-articles-written-by-ministers-and-civil-servants.htm	
<input type="checkbox"/> Other Government work	Note to Non-U.S., Non-U.K. Government Employees If your status as a government employee legally prevents you from signing this Agreement, please contact the editorial office.	
<input type="checkbox"/> NIH Grantees	Note to NIH Grantees Pursuant to NIH mandate, Wiley-Blackwell will post the accepted version of Contributions authored by NIH grant-holders to PubMed Central upon acceptance. This accepted version will be made publicly available 12 months after publication. For further information, see www.wiley.com/go/nihmandate .	