

JOURNAL CONTRIBUTOR'S PUBLISHING AGREEMENT

To be completed by the owner of copyright in the Contribution

Title of Article : _____
Journal : _____
All Author(s) : _____
Corresponding Author : _____
Corr. Author Address : _____

Please read the full terms and conditions on the following pages, then complete, sign and return all pages of this Agreement to the **Journal's Editorial Office**.

The author who signs this Agreement certifies that he/she is authorised to sign on behalf of him/herself and in the case of a multi-authored Contribution, on behalf of all other authors of the Contribution. The authors understand that they each have the option of signing and returning a separate copy of this Agreement. This Agreement may be signed and executed by e-mail (a scanned hard copy of the Agreement with your signature on it or a digital original copy with your electronic signature are equally acceptable), by traditional hard copy or by fax.

EXCLUSIVE LICENCE TO PUBLISH

In consideration for publication in the above Journal, you hereby grant to the owner(s) (the 'Proprietor') of the Journal identified above (the Journal title subject to verification by SAGE Publishing ('SAGE')) the **exclusive** right and licence to produce, publish and make available and to further sub-license your article ('Article') and the accompanying abstract (all materials collectively referenced as the 'Contribution') prepared by you for the full legal term of copyright and any renewals thereof throughout the world in all languages and in all formats, and through any medium of communication now known or later conceived or developed.

If you or your funder wish your Contribution to be freely available online to non-subscribers immediately upon publication (gold open access), you can opt for it to be included in SAGE Choice, subject to payment of a publication fee. For further information, please visit [SAGE Choice](#).

In the event you provide Supplemental Material to the Proprietor, you hereby grant to the Proprietor the **non-exclusive** right and licence to produce, publish and make available and to further sub-license the material, in whole or in part, for the full legal term of copyright and any renewals thereof throughout the world in all languages and in all formats, and through any medium of communication now known or later conceived or developed.

By signing this Contributor Agreement you agree both to the above provisions and to the Terms of the Agreement attached below.

Contributor Signature: _____ Date signed: _____

You represent that the Contribution is owned by you unless one of the following is checked:

- *If any author is an employee of the United States Government and prepared the Contribution as part of their official duties, please check here:

US Government Agency Name: _____

- If any author prepared the Contribution at the direction of their employer, please have a representative of your employer sign below, and please check here:

Employer Name: _____

Authorized Signature: _____ Date signed: _____

***U.S. Government work.** If the Contribution was not prepared as part of the Contributor's official duties, it is not a U.S. Government work. If the Contribution was jointly authored, all the co-authors must have been U.S. Government employees at the time they prepared the Contribution in order for it to be a U.S. Government work; if any co-author was not a U.S. Government employee, then the Contribution is not a U.S. Government work. If the Contribution was prepared under a U.S. Government contract or grant, it is not a U.S. Government work - in such case, copyright is usually owned by the contractor or grantee.

If you are required to submit an addendum by your employer or research funding body, please make your request via email to contracts@sagepub.co.uk indicating the name of the Journal and the title of your paper.

TERMS OF THE AGREEMENT

Copyright.

While copyright remains yours as the author, you hereby authorise the Proprietor to act on your behalf to defend your copyright should it be infringed and to retain half of any damages awarded, after deducting costs.

Warranties.

You warrant to the Proprietor that the Contribution is your original work, that you have the full power and authority to enter into this Agreement and to convey the rights granted herein to the Proprietor and to submit the work for first publication in the Journal and that it is not being considered for publication elsewhere and has not already been published elsewhere, either in printed or electronic form, that you have obtained and enclose all necessary permissions for the reproduction of any copyright works not owned by you (including artistic works, e.g. illustrations, photographs, charts, maps, other visual material, etc.) contained in the Contribution and any Supplemental Material you provide and that you have acknowledged the source(s), that the Contribution and any Supplemental Material you provide contain no violation of any existing copyright, other third party rights or any defamatory or untrue statements and do not infringe any rights of others, and you agree to indemnify, defend and hold harmless the Proprietor against any claims in respect of any breach of the above warranties. You further agree to be bound by the Terms of the Agreement provided herein as part of this Agreement which outline the circumstances under which the Contribution may be reused.

Where SAGE is not the Proprietor, SAGE for its benefit in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999 hereby asserts its right to the protection of the above warranties and indemnities.

Declaration of Conflicts of Interest.

You certify that:

1. All forms of financial support, including pharmaceutical company support, are acknowledged in the Contribution.
2. Any commercial or financial involvements that might present an appearance of a conflict of interest related to the Contribution are disclosed in the covering letter accompanying the Contribution and all such potential conflicts of interest will be discussed with the Editor as to whether disclosure of this information with the published Contribution is to be made in the Journal.
3. You have not signed an agreement with any sponsor of the research reported in the Contribution that prevents you from publishing both positive and negative results or that forbids you from publishing this research without the prior approval of the sponsor.
4. You have checked in the manuscript submission guidelines whether this Journal requires a Declaration of Conflicts of Interest and complied with the requirements specified where such a policy exists.

It is not expected that the details of financial arrangements should be disclosed. If the Journal does require a Declaration of Conflicts of Interest and no conflicts of interest are declared, the following will be printed with your Contribution: 'None Declared'.

Supplemental Material.

Supplemental Material includes all material related to the Contribution, but not considered part of the Contribution, provided to the Proprietor by you as the Contributor. Supplemental Material may include but is not limited to datasets, audio-visual interviews including podcasts (audio only) and vodcasts (audio and visual), appendices, and additional text, charts, figures, illustrations, photographs, computer graphics, and film footage. Your grant of a non-exclusive right and licence for these materials to the Proprietor in no way restricts re-publication of Supplemental Material by you or anyone authorised by you.

Publishing Ethics & Legal Adherence.

Contributions found to be infringing this Agreement may be subject to withdrawal from publication (see Termination below) and/or be subject to corrective action. The Proprietor (and/or SAGE if SAGE is different than the Proprietor) reserves the right to take action including, but not limited to: publishing an erratum or corrigendum (correction); retracting the Contribution; taking up the matter with the head of department or dean of the author's institution and/or relevant academic bodies or societies; or taking appropriate legal action.

Contributor's Responsibilities with Respect to Third Party Materials.

You are responsible for: (i) including full attribution for any materials not original to the Contribution; (ii) securing and submitting with the Contribution written permissions for any third party materials allowing publication in all media and all languages throughout the world for the full legal term of copyright; and (iii) making any payments due for such permissions. SAGE is a signatory of the STM Permissions Guidelines, which may be reviewed online.

Termination.

The Proprietor, in its sole, absolute discretion, may determine that the Contribution should not be published in the Journal. If in the rare circumstance the decision is made not to publish the Contribution after accepting it for publication, then all rights in the Contribution granted to the Proprietor shall revert to you and this Agreement shall be of no further force and effect, and neither you nor the Proprietor will have any obligation to the other with respect to the Contribution.

General Provisions.

This Agreement shall be deemed to be a contract made in England and shall be construed and applied in all respects in accordance with English law and the parties submit and agree to the jurisdiction of the English courts.

This Agreement may be executed in counterparts each of which shall be deemed the original, all of which together shall constitute one and the same Agreement. A faxed copy or other electronic copy shall be deemed as an original. This transaction may be conducted by electronic means and the parties authorize that their electronic signatures act as their legal signatures of this Agreement. This Agreement will be considered signed by a party when their electronic signature is transmitted. Such signature shall be treated in all respects as having the same effect as an original handwritten signature. (You are not required to conduct this transaction by electronic means or use an electronic signature, but if you do so, then you hereby give your authorization pursuant to this paragraph.)

No amendment or modification of any provision of this Agreement shall be valid or binding unless made in writing and signed by all parties.

This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior and contemporaneous agreements, understandings and representations. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

If any difference shall arise between you and the Proprietor touching the meaning of this Agreement or the rights and liabilities of the parties thereto, the same shall be referred to the arbitration of two persons (one to be named by each party) or their mutually agreed umpire, in accordance with the provision of the England Arbitration Act 1996 or any amending or substituted statute for the time being in force.

Consent for Commercial Electronic Messages.

You hereby provide your express consent for the Proprietor, its affiliates and licensees (expressly including SAGE, where SAGE is not the Proprietor), and their respective designees to contact you in connection with any business communication or other correspondence. The parties agree that such consent may be withdrawn by you at a later time by providing written notice (including by email) to the Proprietor (and/or SAGE if different than the Proprietor). This clause shall survive expiration or earlier termination of this Agreement.

For more information on **copyright and permissions** and **SAGE's publishing policies** (including **Ethics & Responsibility**), please visit the SAGE Journal Author Gateway:

<https://uk.sagepub.com/en-gb/eur/page/journal-author-gateway>

SAGE will provide the Corresponding Author of the Contribution with an electronic copy of the Contribution. For information about **how you may re-use the Contribution**, please consult SAGE Journals Permissions:

<https://uk.sagepub.com/en-gb/eur/journals-permissions>

All commercial re-use of the published Contribution should be referred to SAGE.