

LICENCE TO PUBLISH

PUBLICATION:
MANUSCRIPT NUMBER:
TITLE:
AUTHORS:

To allow your Article to be distributed as widely as possible in the Publication, you grant Portland Press Limited and the Biochemical Society an exclusive licence to publish the above Article on behalf of the Biochemical Society. The Article is deemed to include all material submitted for publication, including, but not limited to, abstract, text, figures, tables and supplementary material accompanying the Article.

1. The Author(s) warrants and represents that:
 - a. they are the sole Author(s) and sole owner(s) of copyright in the Article
 - b. any Author who has signed this agreement for or on behalf of all other Authors has the full right, power and authority to enter into this agreement with the Publisher and that all Co-Authors have read and agreed the terms of this agreement
 - c. the Article is not under consideration for publication elsewhere
 - d. the material is original and has not been previously published elsewhere
 - e. the material contains no violation of any existing duty of confidentiality, contract or intellectual property rights (including without limitation copyright, patent or trademark or other third-party right)
 - f. all of the institutions in which the work was reported in the Article was carried out have authorized publication of the Article
 - g. nothing in the article is obscene, defamatory, libellous or unlawful or in any way actionable
 - h. all statements purporting to be facts contained in the Article are true and any formula or instruction contained in the Article will not, if followed accurately, cause any injury, illness or damage to the user
 - i. if the Article includes excerpts from other copyright works, the Author(s) has obtained permission from the copyright holders of such material to enable the Author(s) to grant the rights contained herein and that such material has been appropriately acknowledged in the Article
 - j. copies of all such permissions are attached to this licence and returned to the Publisher
 - k. they will indemnify and keep indemnified the Publisher in respect of claims made against it by third parties for copyright infringement related to publication of the material, or any actions concerning the ownership of the material or rights to publish the material
2. In consideration of the Publisher publishing the Article, the Author(s) hereby grants to the Publisher for the full term of copyright and extensions thereto an exclusive licence to:
 - a. publish, reproduce, distribute, display and store the Article in the Publication for commercial purposes in all forms in all media whether now known or developed hereafter (including without limitation, print, digital and electronic) in all territories throughout the world and in all universes
 - b. seek payment of fees from corporate and academic bodies or individuals for the privilege of accessing or making copies of the article from the conventional printed form or from articles stored electronically, e.g. by document delivery services, pay per view or reprints

- c. translate the Article into other languages, create electronic links to third-party material wherever it may be situated; create adaptations, abstracts, summaries or extracts, or other derivative works based on the Article and exercise all of the rights set out in 2(a) and 2(b) above in such translations, electronic links, abstracts, summaries and extracts, or other derivative works, and license others to do any or all of the above.
3. Ownership of copyright remains with the Author(s) (or the Author(s)'s Employer if the Employer owns the copyright in the work) and provided that, when reproducing the Article or extracts from it, the provenance of the Publication is acknowledged in standard bibliographic citation form, the Author(s) retains the following non-exclusive rights:
 - a. to use the article as long as it is not sold or given away in ways which would conflict directly with the Publisher's commercial business interests
 - b. to reproduce the Article in whole or in part in any printed work of which they are the Author(s)
 - c. to use the Article for the purposes of teaching at the academic organization at which they work, including use in course packs
 - d. to post an electronic version (Word or PDF) of the manuscript of the Article as accepted after peer review on the Author(s)'s own website or institutional repository twelve months after the printed Publication is in the public domain provided that they give a hyperlink from the Article to the Publication's website, together with the following text: 'The final version of record is available at [insert hyperlink to published article on the journal site]'.

You need not seek permission from Portland Press Limited and the Biochemical Society to apply these rights.

Please note: You are NOT permitted to post the Portland Press Limited PDF (Version of Record) of the Article online. See <http://www.howcanishareit.com/> for more information on sharing your article.

4. The Author(s) hereby authorizes the Publisher and the Biochemical Society at their own expense to act to defend their copyright if it believes that a third party is infringing or is likely to infringe copyright in the Article, although there is no obligation on Portland Press Limited and the Biochemical Society to act in this way. The Publisher and the Biochemical Society reserves the right to retain half of any damages awarded, after deducting their costs.
5. This agreement shall be governed by English law as if made and wholly performed in England and the parties agree to submit to the non-exclusive jurisdiction of the English Courts.

Tick as appropriate:

(1) Copyright belongs to the Author(s)

(2) Copyright belongs to the Employer(s)

If your Employer(s) (e.g. HMSO, CSIRO) claims copyright in this Article then this form must also be signed by a person authorized to sign for and on behalf of your Employer(s), as confirmation your Employer(s) accepts the terms and conditions of this licence

(3) The Article is in the public domain

You certify that the Article is in the public domain (e.g. US Federal Government or Crown Copyright)

Signed for and on behalf of all the Author(s)/Employer(s): _____

Date: _____

If you selected option (2) above, please enter Employer(s) names: _____

NOTES

1. No article will be published unless a signed Licence to Publish form has been received by Portland Press Ltd.
2. *Version of Record - the version of the Article, after processes such as copyediting, proof corrections, layout and typesetting have been applied.
3. Portland Press Limited, 3rd Floor, Charles Darwin House, 12 Roger Street, London WC1N 2JU.
Email: editorial@portlandpress.com.
4. Data protection: Portland Press Limited need to store your name and contact details in electronic format to correspond with you about your Article.