

## Licence to Publish: Standard version

PUBLICATION: (Choose from: Microbiology/Journal of Medical Microbiology/Journal of General Virology)

\_\_\_\_\_

ARTICLE ID: \_\_\_\_\_

TITLE: \_\_\_\_\_

AUTHORS: \_\_\_\_\_

To allow your Article to be distributed as widely as possible in (the Publication), you grant the Microbiology Society (the Publisher) a licence in perpetuity to publish the above Article. The Article is deemed to include all material submitted for publication, including, but not limited to, abstract, text, figures, tables and supplementary material. The rights required to be granted by each different category of author(s) are as below. Please tick the first of these that applies and sign below.

A. The Article is in the public domain. One or more of the authors are employees of the US Federal Government acting in the course of their employment, no copyright exists and the Contribution is in the public domain so no licence is required to be granted.

B. Copyright belongs to the Employer(s). One or more of the authors are employees of the copyright holder (e.g. UK Crown, CSIRO, Canadian Government) acting in the course of their employment. A non exclusive Licence, as set out below is granted. All provisions of this document apply. The non exclusivity relates to the original submitted manuscript, video, films, images, photographs, diagrams and/or illustrative material only.

C. Copyright belongs to the Author(s). One or more of the authors owns the copyright. An exclusive Licence, as set out below, is granted. All provisions of this document apply.

Please sign below as appropriate.

Signed for and on behalf of all the Author(s): .....

Print name: .....Date: .....

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

Signed for and on behalf of the Employer(s): .....

Print name: .....Date: .....

Indicate the exact text to be used for the article's copyright statement: .....

## Declaration

1. The Author(s) warrants and represents that:

a) they are the sole Author(s) 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 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, adapt, reproduce, distribute, display and store the Article 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 worldwide;

b) seek payment of fees from corporate bodies or individuals for the privilege of making copies of the Article from the conventional printed form or from articles stored electronically, e.g. by document delivery services or pay per view;

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 licence others to do any or all of the above;

d) re-licence article metadata without restriction (including but not limited to author name, title, abstract, citation, references and keywords).

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 nonexclusive 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 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 in whole or in part 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 12 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 <http://XXX.microbiologyresearch.org/>'. You need not seek permission from the Microbiology Society to apply these rights. Please note: You are NOT permitted to post the Version of Record\* online.

4. The Author(s) hereby authorizes the Microbiology 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 the Microbiology Society to act in this way. The Microbiology Society reserves the right to retain half of any damages awarded, after deducting their costs.

5. This agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive

jurisdiction to settle any dispute or claim that arises out of connection with this Agreement.

Data protection: The Microbiology Society will store your name and contact details in electronic format to correspond with you about your Article.

## Notes

1. Please contact the Editorial Office if you have any questions ([journals@microbiologysociety.org](mailto:journals@microbiologysociety.org)).
2. Your Article will not be published until the completed Licence to Publish form has been received by the Microbiology Society.
3. \*Version of Record - the final published version of the Article, after processes such as copy editing, proof corrections, layout and typesetting have been applied.
4. Please return this form by uploading to the submission system as a supplementary file (file type 'author form') with the manuscript, or email to [journals@microbiologysociety.org](mailto:journals@microbiologysociety.org)