

Licence to publish <NAME OF ORGANISATION>

The undersigned¹,

[Name of employer]

hereinafter referred to as the 'Rights Holder'

or

[Names of Author/Authors]

employed by <Name of Company>

hereinafter referred to as the 'Rights Holder'

grants the following licence to
..... [Name of Publisher]
hereinafter referred to as the
'Publisher'.

Preamble

This contract concerns the publication of knowledge products and reflects the balance between the rights of the Rights Holder and those of the Publisher in accordance with the following premises:

- the Rights Holder and the Publisher agree that it is in the public interest to provide maximum access to knowledge products without jeopardising their quality or academic freedom, particularly when they are publicly funded;
- the Publisher wishes to be financially compensated for their added value in publishing knowledge products;
- with regard to the so-called 'subscription model', a balance must be found between providing maximum access to knowledge products and financial compensation for publishing these knowledge products.

¹ NB: choose the first option if the employer is entitled to the copyright because you are an employee. In that case, the employer must sign the contract. Choose the second option if the creator themselves holds the copyright. Note that this is the case only if it has been agreed upon in writing. If the work is done in or during employment, the employer is entitled to the copyright.

Article 1. Definitions

The terms below are defined as follows:

1. **Acceptation:** notification by the Publisher to the Rights Holder of their willingness to publish the work of the Rights Holder;
2. **Article:** the published version of the Rights Holder's knowledge product entitled "...";
3. **Publication:** the magazine or similar periodical, in printed or digital form, for which the Article is intended.

Article 2. Licence

1. Upon Acceptation the Rights Holder grants the Publisher a general, exclusive licence for the duration of the copyright to exercise certain copyright privileges in relation to the Article.
2. The exclusive licence referred to in the previous paragraph includes the right for the Publisher to:
 - a. fully or partially reproduce and publish the Article or to cause this to be done in published and/or digital form whether or not in combination with works of third parties, for example by making it available online via internet or via any other network, as part of a database, online or offline, made available for third party use;
 - b. translate the Article or have it translated and to reproduce and publish the translation;
 - c. adapt the Article or to cause it to be adapted and to reproduce the adaptation or to cause it to be reproduced insofar as this is necessary for the publication of the Rights Holder's work;
 - d. store the Article in full or in part or its translation, or to cause it to be stored as an adaptation, excerpt or summary in a digitalised database, thus making it accessible to third parties;
 - e. include the Article or to cause it to be included, fully or partially, translated or edited, in anthologies and other compilations;
 - f. rent or lend the Article to third parties without prejudice to the restrictions set by law;
 - g. have the Article reprographically reproduced by third parties without prejudice to the restrictions set by law.
3. The Publisher will ensure that names and sources are mentioned.

Article 3 Rights of the Rights Holder

1. The rights reserved to the Rights Holder include the following:

Use for purposes of education and research

The right to reproduce and publish the Article whether or not digitally (reprographic or electronic), whether or not as part of a reader, a compilation, for use in education and research at the institution where the Rights Holder is working on the condition that

no direct or indirect economic or commercial advantage is sought;

Availability

The right to grant the organisation where the Rights Holder works or an organisation to which the Rights Holder is connected permission to include the Article on its own closed network immediately after publication of the Article; and the right to grant the organisation where the Rights Holder works permission to include the Article immediately after publication (unless the Rights Holder and the Publisher have agreed to an embargo period of a maximum of 6 (six) months) in the organisation's publicly accessible repository or in a decentralised digital repository on condition that the access to this repository is not granted on a commercial basis and that the Rights Holder posts a hyperlink of the Article to the Publisher's website;

Preservation by the organisation

The right to grant the organisation where the Rights Holder works or an organisation to which the Rights Holder is connected permission to reproduce the Article with the aim of preserving the Article from deterioration or, if the technology used to make the Article accessible becomes obsolete, to retain the work for education and research;

Future reuse

The right to include the Article in its entirety or in parts in a dissertation, a compilation or in another work on the condition that no direct or indirect economic or commercial advantage is sought. The Rights Holder will request the Publisher's permission for commercial reuse of the Article;

Private use

The right to present the Article at a meeting (for example, a congress) and to give copies of the Publication to participants at the meeting on the condition that no direct or indirect economic or commercial advantage is sought;

Third-party use

The right to grant final users at the organisation where the Rights Holder works or an organisation to which the Rights Holder is connected permission to reproduce and publish the Article and to edit the Article and reuse it.

2. For every form of use and/or reuse of the Article as described above, the Rights Holder or the Publisher is always obliged to include full mention of sources (at least the name of the Rights Holder or Rights Holders, the title and number of the Publication and the name of the Publisher) unless this proves impossible.

Article 4 Moral rights

The Rights Holder's moral rights with respect to the Article are not infringed by this contract. More specifically, the Rights Holder is entitled to be mentioned as the Rights Holder of the Article and is entitled to protect their Article against distortion and attack.

Article 5 Indemnification

1. The Rights Holder warrants to the Publisher that they are authorised to conclude this licence on behalf of their employer, who holds the full copyright to the Article, and that they are not violating any third-party rights with their Article.
2. The Rights Holder will indemnify the Publisher against all third-party claims arising from the publication of the Article. This indemnification also applies to any photos, drawings or other illustrations submitted by the Rights Holder with their Article unless the copyright to the illustrations is expressly reserved by the Rights Holder when the Article is submitted.
3. The Rights Holder authorises the Publisher to legally collaborate with the Rights Holder against any copyright infringement. Parties undertake to provide each other with all desired collaboration and, upon first request, to provide all necessary information.

Article 6 Obligation to publish

The Publisher undertakes to publish the work of the Rights Holder within a reasonable period of time after its Acceptance.

Article 7 Author's copies

The Rights Holder is entitled to two free copies of the number of the publication in which their Article has been included. In the case of a publication in digital form only, the Rights Holder is entitled to a copy or to access to the publication in question in order to be able to make a copy for their own use. The Rights Holder may not market these copies or the copies made from the digital copy or sell them or cause them to be sold.

Article 8 Legal relationship

1. The Publisher is entitled to transfer their exploitation rights in respect of the Article to a third party provided that this third party fulfils the obligations assumed by the Publisher towards the Rights Holder.
2. If the Rights Holder can demonstrate that their moral rights are infringed by a use of their Article by the Publisher under this exclusive licence, they can request the Publisher to terminate the use in question. The Publisher will comply with this request unless

this cannot reasonably be required of them in view of the scientific or historical value of the Article.

3. Termination of the contract does not affect any of the previously valid rights granted by the Publisher to third parties.

Article 9 Several authors

If there are several Authors, the Rights Holder needs the permission of each Author to enter into this contract on behalf of him or her.

Article 10 Applicable law

This contract is subject to the law of the country in which the Rights Holder resides. In accordance with the normal rules of competence, disputes will be submitted to the competent court of the country referred to above.

Article 11 Final provision

The contract takes effect on the day of its Acceptance.

Signed by the Rights Holder on [date]

Signed by the Publisher on [date]