Open Access Licence to Publish

Notice: You are the person first named under the heading 'My Authors' at stage 4 of the online process to 'Submit a Manuscript' (referred to as "you/your"). We are the Royal Society, a body incorporated by royal charter, with its place of business at 6-9 Carlton House Terrace, London SW1Y 5AG (referred to as "we/us/our").

You have indicated your intention to upload the article more fully detailed at stage 1 of the online submission process (the "article") to be considered for publication by us. In order to publish your article we need you to grant us a licence to publish. This licence also sets out your rights. Please read the terms of this licence carefully before uploading the article. Clicking on the button marked 'Yes' next to the question "Do you accept the terms and conditions of the Royal Society's Open Access licence to Publish?" at stage 6 of the online submission process will be taken as assurance that You have read, agree to grant and have the right to grant this licence.

1. By clicking the button marked 'Yes' next to the question "Do you accept the terms and conditions of the Royal Society's Open Access Licence to Publish?" at stage 6 of the online submission process, and uploading the Article, You grant to us for the full term of copyright in the article and any extensions thereto the non-exclusive right throughout the world to edit, adapt, translate, publish reproduce, distribute and display the article in printed, electronic or any other medium and format whether now known or yet to be developed; you agree to allow us to publish the article and associated supplementary material under a CC-BY licence; and

2. You warrant to us that:

- a) the article is your original work, has not previously been published and is not currently under consideration for publication by any other entity;
- b) in the case of a multi-authored article, you have obtained written authorisation from all the co-authors of the article (if any) to grant a licence to us on their behalf as their agent, and you will supply a copy of the same to us if we so request;
- c) where any copyright material has been included in the article which has been sourced from third parties (e.g. illustrations, photographs, charts or maps), you have; either obtained all necessary written authorisations for the reproduction and distribution of these materials to allow us to publish them under a CC-BY licence and you will supply a copy of the same to us if we so request; or clearly indicate that material which may not be published under a CC-BY licence.
- d) if copyright in the article is owned by any third party, whether your employer or someone to whom you have assigned your rights, you have obtained written authorisation from such copyright owner to allow us to publish the article under a CC-BY licence and will supply a copy of the same to us if we so request.

- e) the article does not contain anything which is obscene, defamatory, libellous, infringes any right of privacy or any intellectual property right (including without limitation rights in patents, copyright or trademarks) or any other rights of any person or entity, or is otherwise unlawful.
 - 3. You assert your moral right to be identified as the author or co-author of the article (as applicable).
 - 4. You agree to publish the article under a <u>Creative Commons BY licence</u> and you shall pay to us the relevant article processing charge and we shall make the article open access from the later of the date of receipt of the relevant fee or the date of first publication of the article.
 - 5. You retain copyright in the article. However, you authorise us to act on your behalf to defend your copyright in the article should anyone infringe it, and to retain half of any damages awarded after deducting our costs.
 - 6. You agree to indemnify us and keep us indemnified against all losses, costs and expenses (including legal costs and expenses) arising from any claims made against us by third parties concerning the authorship of the article, the right to publish the article or the infringement of any third party's rights.
 - 7. We are entitled to assign our rights under this licence to any third party without giving notice to you.
 - 8. No change or modification of this licence will be valid unless confirmed in writing by us.
 - 9. Failure or delay by us to exercise any right or remedy under this agreement shall not be deemed to be a waiver of that right or remedy, or prevent us from exercising that or any other right or remedy on any occasion.
 - 10. This licence is governed by English law and the parties hereby submit to the non-exclusive jurisdiction of the English courts.
 - 11. This licence is terminated in case the article is rejected for publication or the author withdraws the article for consideration for publication before publication has occurred.