

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 regarding use of Preprints, Author Generated Postprints and the Definitive Published Version of the Article (as defined below). 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 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.

Definitions

“**Preprints**” - the un-refereed version of the Article;

“**Author Generated Postprint**” - Your personal copy of the revised version of the Article as accepted by Us;

“**Definitive Published Version**” - the citable version of the Article produced by Us after peer review, copy editing and print and electronic production.

1. By clicking the button marked ‘Yes’ next to the question “Do you accept the terms and conditions of the Royal Society’s 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 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 publish 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 this 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 (eg illustrations, photographs, charts or maps), You have obtained all necessary written authorisations for the reproduction and distribution of these materials as part of the Article throughout the world, in all languages and in all media and formats whether now known or yet to be developed and You will supply a copy of the same to Us if We so request;

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 grant this licence to Us on their behalf as their agent and will supply a copy of the same to Us if We so request; and

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 trade marks) 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). If Your Article is published, We will provide You with a PDF copy of the published Article.
4. If You decide to make the Definitive Published Version of the Article open access, this will be under a [Creative Commons BY licence](#).

You shall pay to Us the relevant fee and We shall make the Article so available from the later of the date of receipt of the relevant fee or the date of first publication of the Article.

You warrant to Us:

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 CC-BY licence to Us on their behalf as their agent, and You will supply a copy of the same to Us if We so request;

where any copyright material has been included in the Article which has been sourced from third parties (eg illustrations, photographs, charts or maps), You have; either obtained all necessary written authorisations for the reproduction and distribution of these materials to grant a CC-BY licence to Us and You will supply a copy of the same to Us if We so request; or clearly indicate that material which is not under a CC-BY licence.

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 grant a CC-BY licence to Us on their behalf as their agent and will supply a copy of the same to Us if We so request.

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 retain the right to use the Article in the following ways, provided that you acknowledge the Definitive Published Version of the article by placing the full bibliographic reference and URL of the relevant journal homepage close to the title of the Article:

a) In relation to the **Preprint, Author Generated Postprint and Definitive Published Version of the Article**, You are free to: make copies for Your own personal use; use the Article for the internal teaching purposes of Your own institution or company; and make and distribute copies (including through e-mail) of the Article to research colleagues, for personal use by such colleagues on a non-commercial, non-systematic basis.

b) In relation to the **Preprint** version only, You are free to post it on web sites, including electronic preprint servers.

When the **Definitive Published Version** of the article is published the Author must acknowledge it by placing the full bibliographic reference and URL of the relevant journal homepage close to the title of the Article.

c) In relation to the Author Generated Postprint only, You are free to: post it on Your personal or institutional web site and load it onto your institutional or subject repository once accepted for publication; use it in printed compilations of Your work subsequent to publication of the Definitive Published Version of the Article, expand the Article into book-length form, and/or otherwise re-use portions of the Author Generated Postprint of the Article in other works. You are also free to present the Article at a meeting or conference and to disseminate copies of such Article to the delegates attending such meeting or conference and/or to use the Author Generated Postprint in a thesis or dissertation (provided that this is not to be published commercially). A licence of CC-BY may be applied to the Postprint, as required by some funders.

7. 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.
8. We are entitled to assign Our rights under this licence to any third party without giving notice to You.
9. No change or modification of this licence will be valid unless confirmed in writing by Us.
10. 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.
11. This licence is governed by English law and the parties hereby submit to the non-exclusive jurisdiction of the English courts.
12. 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.