Publish & Transfer of Copyright Agreement

For the mutual benefit and protection of the Author and the Journal Owner/Publisher it is necessary that the Author provides formal written Consent to Publish and Transfer of Copyright before publication of the Work.

The signed Consent at the end of this agreement ensures that the Journal Owner/Publisher has the Author’s permission to publish the relevant Work. The signed Transfer at the end of this agreement entitles the Journal Owner/Publisher on behalf of the Author to protect the Work against unauthorised use and to authorise dissemination by means of offprints, legitimate photocopies, microform editions, reprints, translations, and secondary information sources such as abstracting and indexing services including databases.

It is agreed as follows:

1. Definitions

1.1 The following terms and phrases shall have the following meanings:

Journal Owner/Publisher: BJDVD Limited BJDVD Ltd (a wholly owned subsidiary of ABCD (Diabetes Care) Ltd) incorporated and registered in England and Wales with company number 08632042 whose registered office is Sterling House, 1 Sheepscar Court, Meanwood Road, Leeds LS7 2BB

Journal: British Journal of Diabetes

Work (Article title)

Author

(If more than one identify both/all)

1.2 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, include the singular.

1.3 Clause headings shall not affect the interpretation of this agreement.

2. Transfer of Rights in the Work

2.1 The Author hereby assigns to the Journal Owner/Publisher the copyright and all rights in the Work and any supplemental tables, figures, illustrations or other information submitted therewith, whereby the Journal Owner/Publisher shall have the exclusive right to publish the said Work, and
translations of it wholly or in part, throughout the World during the full term of copyright and all renewals and extensions thereof. These rights include without limitation mechanical, electronic and visual reproduction; electronic storage and retrieval; and all other forms of electronic publication or any other types of publication including all subsidiary rights. The Work shall be delivered to the Journal Owner/Publisher free of copyright charges.

2.2 The Author retains the right to republish the Work in any printed collection consisting solely of the Author’s own works without charge and subject only to notifying the Journal Owner/Publisher of the intent to do so and to ensuring that the publication by the Journal Owner/Publisher is properly credited and that the relevant copyright notice is repeated verbatim.

2.3 In the event of receiving any other request to reprint or translate all or part of the Work the Journal Owner/Publisher shall endeavour to obtain the approval of the Author prior to giving any such permission.

2.4 The Author warrants and represents that:

2.4.1 That the Work is the Author’s original work and is not copied wholly or substantially from any other work or material or source;

2.4.2 That the Author is the sole creator of the Work and the legal and beneficial owner of all rights in the Work;

2.4.3 That the Work has not been previously published elsewhere, or that if it has been published in whole or in part, any permission necessary to publish it in the Work has been obtained and provided to Journal Owner/Publisher together with a statement of the original copyright notice.

2.4.4 That the Author has not assigned or licensed and will not assign or licence any rights in the Work to a third party;

2.4.5 That the Work does not infringe upon any copyright or other right(s), and that it does not contain infringing, libellous, obscene, or other unlawful matter; and

2.4.6 That the Author has obtained the customary permission from the copyright owner or his legal representative whenever a passage from copyrighted material is quoted or a table or illustration from such material is used.

2.5 The Author will indemnify the Journal Owner/Publisher for and hold the Journal Owner/Publisher harmless against all and any loss, damage, liability, and costs (including reasonable legal expenses) that the Journal Owner/Publisher suffers or incurs as a result of, or in connection with, any breach by the Author of the warranties in clause 2.4 above. At the request of the Journal Owner/Publisher and at the Author’s own expense, the Author shall provide all reasonable assistance to enable the Journal Owner/Publisher to resist any claim, action or proceedings brought against the Journal Owner/Publisher as a consequence of that breach.

2.6 In signing this agreement, the Author acknowledges and accepts that the entire Work will be published on-line ahead of print or publication of the Journal.

2.7 The Journal Owner/Publisher may choose to publish an abstract or portions of the Work before it is published in the Journal or on-line. The Author should contact the Journal Owner/Publisher’s
production department immediately if it does not want the Journal Owner/Publisher to make any such prior publication for any reason, including disclosure of a patentable invention.

3. Miscellaneous

3.1 Where the Author is defined as being more than one person, each shall be jointly and severally liable for their obligations under this agreement.

3.2 In circumstances where the Author is acting for his employer and or acting in the course of his employment, the Author shall act as agent for the employer and shall have the appropriate authority and consent to bind his employer to the terms of this agreement.

3.3 ABCD (Diabetes Care) Limited and Diabetes Care Trust (ABCD) Limited shall have rights to enforce the terms of this Agreement. No other person other than a party to this agreement shall have any rights to enforce any term of this agreement.

3.4 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formulation (including non contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the Author and the Journal Owner/Publisher hereby submit to the exclusive jurisdiction of the courts of England and Wales.

Date ___________________________  Author _________________________

Author to sign both consent and transfer sections:
Consent Signature*  Transfer Signature

Date ___________________________  Signed _________________________

For and on behalf of Journal Owner/Publisher

* To be signed by the Author, also on behalf of any co-authors, or to be signed by the Employer, where appropriate

Author contact information:

Email: ____________________________________________________________

Telephone: ________________________________________________________
Notes to Publish & Transfer of Copyright Agreement

Please return the completed and signed agreement by mail or a scanned copy of the signed original by e-mail, retaining a copy for your files, to: BJD Ltd, c/o ABCD (Diabetes Care) Ltd, Miria House, 1683b High Street, Knowle, Solihull, West Midlands, B93 0LL. Email: productionten@googlemail.com

Data Protection: By submitting this form you are consenting that the personal information provided herein may be used by the ABCD (Diabetes Care) Ltd and its affiliated companies worldwide to contact you concerning the publishing of your article.

ABCD (Diabetes Care) Ltd is a company limited by shares in England and Wales under company number 727037.

Diabetes Care Trust (ABCD) is a registered charity number 1139057, a company limited by guarantee in England and Wales under company number 74248361.

ABCD (Diabetes Care) Ltd is a wholly owned subsidiary of the Diabetes Care Trust (ABCD) Ltd
Registered address: Sterling House 1 Sheepscar Court Meanwood Road Leeds LS7 2BB

Address for correspondence: ABCD (Diabetes Care) Ltd, Miria House, 1683b High Street, Knowle, Solihull, West Midlands, B93 0LL

01675 477606 | info@abcd.care | http://www.bjd-abcd.com | https://www.abcd.care