

## Exclusive License Agreement: Example of ELA

This is an example of the Exclusive License Agreement (ELA) that you will be asked to complete if your paper is accepted for publication. This document is for your information only – please **do NOT** complete this version of the form. If your paper is accepted you will receive further instructions about how to complete the form.

---

[JOURNAL NAME]

Published by Wiley on behalf of (the "Owner")

or

Published by Wiley (the "Owner")

or

Published by Wiley and (together the "Owner")

### EXCLUSIVE LICENSE AGREEMENT

Date:

Contributor name:

Contributor address:

Manuscript number:

Re: Manuscript entitled (the "Contribution")

for publication in (the "Journal")

published by ("Wiley")

Dear Contributor(s):

Thank you for submitting your Contribution for publication. In order to expedite the editing and publishing process and enable the Owner to disseminate your Contribution to the fullest extent, we need to have this Exclusive License Agreement executed. If the Contribution is not accepted for publication, or if the Contribution is subsequently rejected, this Agreement shall be null and void.

**Publication cannot proceed without a signed copy of this Agreement.**

---

#### A. COPYRIGHT

**1.** The Contributor grants to the Owner an exclusive license of all rights of copyright in the Contribution during the full term of copyright and any extensions or renewals, including but not limited to the right to publish, republish, transmit, sell, distribute and otherwise use the Contribution in whole or in part in electronic and print editions of the Journal and in derivative works throughout the world, in all languages and in all media of expression now known or later developed, and to license or permit others to do so. For the avoidance of doubt, "Contribution" is defined to only include the article submitted by the Contributor for publication in the Journal and does not extend to any supporting information submitted with or referred to in the Contribution

("Supporting Information"). To the extent that any Supporting Information is submitted to the Journal for online hosting, the Owner is granted a perpetual, non-exclusive license to host and disseminate this Supporting Information for this purpose.

**2.** Reproduction, posting, transmission or other distribution or use of the final Contribution in whole or in part in any medium by the Contributor as permitted by this Agreement requires a citation to the Journal suitable in form and content as follows: (Title of Article, Contributor, Journal Title and Volume/ Issue, Copyright © [year], copyright owner as specified in the Journal, Publisher). Links to the final article on the publisher website are encouraged where appropriate.

## **B. RETAINED RIGHTS**

Notwithstanding the above, the Contributor or, if applicable, the Contributor's employer, retains all proprietary rights other than an exclusive license of copyright, such as patent rights, in any process, procedure or article of manufacture described in the Contribution.

## **C. PERMITTED USES BY CONTRIBUTOR**

**1. Submitted Version.** The Owner licenses back the following rights to the Contributor in the version of the Contribution as originally submitted for publication (the "Submitted Version"):

**a.** The right to self-archive the Submitted Version on the Contributor's personal website, place in a not for profit subject-based preprint server or repository or in a Scholarly Collaboration Network (SCN) which has signed up to the STM article sharing principles [<http://www.stm-assoc.org/stm-consultations/scn-consultation-2015/>](“Compliant SCNs”), or in the Contributor's company/ institutional repository or archive. This right extends to both intranets and the Internet. The Contributor may replace the Submitted Version with the Accepted Version, after any relevant embargo period as set out in paragraph C.2(a) below has elapsed. The Contributor may wish to add a note about acceptance by the Journal and upon publication it is recommended that Contributors add a Digital Object Identifier (DOI) link back to the Final Published Version.

**b.** The right to transmit, print and share copies of the Submitted Version with colleagues, including via Compliant SCNs, provided that there is no systematic distribution of the Submitted Version, e.g. posting on a listserv, network (including SCNs which have not signed up to the STM sharing principles) or automated delivery.

**2. Accepted Version.** The Owner licenses back the following rights to the Contributor in the version of the Contribution that has been peer-reviewed and accepted for publication, but not final (the "Accepted Version"):

**a.** The right to self-archive the Accepted Version on the Contributor's personal website, in the Contributor's company/institutional repository or archive, in Compliant SCNs, and in not for profit subject-based repositories such as PubMed Central, subject to an embargo period of 12 months for scientific, technical and medical (STM) journals and 24 months for social science and humanities (SSH) journals following publication of the Final Published Version. There are separate arrangements with certain funding agencies governing reuse of the Accepted Version as set forth at the following website: <http://www.wiley.com/go/funderstatement>. The Contributor may not update the Accepted Version or replace it with the Final Published Version. The Accepted Version posted must contain a legend as follows: This is the accepted version of the following article: FULL CITE, which has been published in final form at [Link to final article]. This article may be used for non-commercial purposes in accordance with the Wiley Self-Archiving Policy [<http://olabout.wiley.com/WileyCDA/Section/id-828039.html>].

**b.** The right to transmit, print and share copies of the Accepted Version with colleagues, including via Compliant SCNs (in private research groups only before the embargo and publicly after), provided that there is no systematic distribution of the Accepted Version, e.g. posting on a listserv, network (including SCNs which have not signed up to the STM sharing principles) or automated delivery.

**3. Final Published Version.** The Owner hereby licenses back to the Contributor the following rights with respect to the final published version of the Contribution (the "Final Published Version"):

- a.** Copies for colleagues. The personal right of the Contributor only to send or transmit individual copies of the Final Published Version in any format to colleagues upon their specific request, and to share copies in private sharing groups in Compliant SCNs, provided no fee is charged, and further-provided that there is no systematic external or public distribution of the Final Published Version, e.g. posting on a listserve, network or automated delivery.
- b.** Re-use in other publications. The right to re-use the Final Published Version or parts thereof for any publication authored or edited by the Contributor (excluding journal articles) where such re-used material constitutes less than half of the total material in such publication. In such case, any modifications must be accurately noted.
- c.** Teaching duties. The right to include the Final Published Version in teaching or training duties at the Contributor's institution/place of employment including in course packs, e-reserves, presentation at professional conferences, in-house training, or distance learning. The Final Published Version may not be used in seminars outside of normal teaching obligations (e.g. commercial seminars). Electronic posting of the Final Published Version in connection with teaching/training at the Contributor's company/institution is permitted subject to the implementation of reasonable access control mechanisms, such as user name and password. Posting the Final Published Version on the open Internet is not permitted.
- d.** Oral presentations. The right to make oral presentations based on the Final Published Version.

**4. Article Abstracts, Figures, Tables, Artwork and Selected Text (up to 250 words).**

- a.** Contributors may re-use unmodified abstracts for any non-commercial purpose. For online uses of the abstracts, the Owner encourages but does not require linking back to the Final Published Version.
- b.** Contributors may re-use figures, tables, artwork, and selected text up to 250 words from their Contributions, provided the following conditions are met:
  - (i) Full and accurate credit must be given to the Final Published Version.
  - (ii) Modifications to the figures and tables must be noted. Otherwise, no changes may be made.
  - (iii) The re-use may not be made for direct commercial purposes, or for financial consideration to the Contributor.
  - (iv) Nothing herein will permit dual publication in violation of journal ethical practices.

**D. CONTRIBUTIONS OWNED BY EMPLOYER**

**1.** If the Contribution was written by the Contributor in the course of the Contributor's employment (as a "work-made-for-hire" in the course of employment), the Contribution is owned by the company/institution which must execute this Agreement (in addition to the Contributor's signature). In such case, the company/institution hereby grants an exclusive license to the Owner of all rights of copyright in and to the Contribution for the full term of copyright throughout the world as specified in paragraph A above.

For company/institution -owned work, signatures cannot be collected electronically and so instead please print off this Agreement, ask the appropriate person in your company/institution to sign the Agreement as well as yourself in the space provided below, and email a scanned copy of the signed Agreement to the Journal production editor. For production editor contact details, please visit the Journal's online author guidelines.

**2.** In addition to the rights specified as retained in paragraph B above and the rights granted back to the Contributor pursuant to paragraph C above, the Owner hereby grants back, without charge, to such company/institution, its subsidiaries and divisions, the right to make copies of and distribute the Final Published Version internally in print format or electronically on the Company's internal network. Copies so used may not be resold or distributed externally. However, the company/institution may include information and text from the Final Published Version as part of an information package included with software or other products offered for sale or license or included in patent applications. Posting of the Final Published Version by the company/institution on a public access website may only be done with written permission, and payment of any applicable fee(s). Also, upon payment of the applicable reprint fee, the company/institution may distribute print copies of the Final Published Version externally.

#### **E. GOVERNMENT CONTRACTS**

In the case of a Contribution prepared under U.S. Government contract or grant, the U.S. Government may reproduce, without charge, all or portions of the Contribution and may authorize others to do so, for official U.S. Government purposes only, if the U.S. Government contract or grant so requires. (U.S. Government, U.K. Government, and other government employees: see notes at end.)

#### **F. COPYRIGHT NOTICE**

The Contributor and the company/institution agree that any and all copies of the Final Published Version or any part thereof distributed or posted by them in print or electronic format as permitted herein will include the notice of copyright as stipulated in the Journal and a full citation to the Journal.

#### **G. CONTRIBUTOR'S REPRESENTATIONS**

The Contributor represents that the Contribution is the Contributor's original work, all individuals identified as Contributors actually contributed to the Contribution, and all individuals who contributed are included. If the Contribution was prepared jointly, the Contributor has informed the co-Contributors of the terms of this Agreement and has obtained their written permission to execute this Agreement on their behalf. The Contribution is submitted only to this Journal and has not been published before, has not been included in another manuscript, and is not currently under consideration or accepted for publication elsewhere. If excerpts from copyrighted works owned by third parties are included, the Contributor shall obtain written permission from the copyright owners for all uses as set forth in the standard permissions form or the Journal's Author Guidelines, and show credit to the sources in the Contribution. The Contributor also warrants that the Contribution and any submitted Supporting Information contains no libelous or unlawful statements, does not infringe upon the rights (including without limitation the copyright, patent or trademark rights) or the privacy of others, or contain material or instructions that might cause harm or injury. The Contributor further warrants that there are no conflicts of interest relating to the Contribution, except as disclosed. Accordingly, the Contributor represents that the following information shall be clearly identified on the title page of the Contribution: (1) all financial and material support for the research and work; (2) any financial interests the Contributor or any co-Contributors may have in companies or other entities that have an interest in the information in the Contribution or any submitted Supporting Information (e.g., grants, advisory boards, employment, consultancies, contracts, honoraria, royalties, expert testimony, partnerships, or stock ownership); and (3) indication of no such financial interests if appropriate.

## H. INFRINGEMENT OF COPYRIGHT

If the copyright of the Contribution is infringed, the Contributor agrees that the Owner may (without any obligation) take such steps as it considers necessary to deal with the matter. The Contributor will co-operate fully with the Owner in any infringement proceedings and agrees to execute any documents and do any acts reasonably required by the Owner for such purposes.

## I. USE OF INFORMATION

The Contributor acknowledges that, during the term of this Agreement and thereafter, the Owner (and Wiley where Wiley is not the Owner) may process the Contributor's personal data, including storing or transferring data outside of the country of the Contributor's residence, in order to process transactions related to this Agreement and to communicate with the Contributor. By entering into this Agreement, the Contributor agrees to the processing of the Contributor's personal data (and, where applicable, confirms that the Contributor has obtained the permission from all other contributors to process their personal data). Wiley shall comply with all applicable laws, statutes and regulations relating to data protection and privacy and shall process such personal data in accordance with Wiley's Privacy Policy located at: <http://www.wiley.com/WileyCDA/Section/id-301465.html>.

---

I agree to the EXCLUSIVE LICENSE AGREEMENT as shown, consent to execution and delivery of the Exclusive License Agreement electronically and agree that an electronic signature shall be given the same legal force as a handwritten signature, above and have obtained written permission from all other contributors to execute this Agreement on their behalf.

Contributor's signature (type name here):

Date:

---

### SELECT FROM OPTIONS BELOW:

**Contributor-owned work**

**U.S. Government work**

*Note to U.S. Government Employees*

*A contribution prepared by a U.S. federal government employee as part of the employee's official duties, or which is an official U.S. Government publication, is called a "U.S. Government work", and is in the public domain in the United States. In such case, Paragraph A.1 will not apply but the Contributor must type his/her name (in the Contributor's signature line) above. Contributor acknowledges that the Contribution will be published in the United States and other countries. If the Contribution was not prepared as part of the employee's duties or is not an official U.S. Government publication, it is not a U.S. Government work.*

**U.K. Government work (Crown Copyright)**

*Note to U.K. Government Employees*

**For Crown Copyright this form cannot be completed electronically and should be printed off, signed in the Contributor's signatures section above by the appropriately authorised individual and returned to the Journal production editor by email.** For production editor contact details please visit the Journal's online author guidelines. *The rights in a contribution prepared by an employee of a UK government department, agency or other Crown body as part of his/her official duties, or which is an official government publication, belong to the Crown and must be made available under the terms of the Open Government Licence. Contributors must ensure they comply with departmental regulations and submit the appropriate authorisation to publish. If your status as a government employee legally prevents you from signing this Agreement, please contact the Journal production editor.*

**[ ] Other**

Including Other Government work or Non-Governmental Organisation work

*Note to Non-U.S., Non-U.K. Government Employees or Non-Governmental Organisation Employees*

**For Other Government or Non-Governmental Organisation work this form cannot be completed electronically and should be printed off, signed in the Contributor's signatures section above by the appropriately authorised individual and returned to the Journal production editor by email.** For production editor contact details please visit the

Journal's online author guidelines. *If you are employed by the Department of Veterans Affairs in Australia, the World Bank, the World Health Organization, the International Monetary Fund, the European Atomic Energy Community, the Jet Propulsion Laboratory at California Institute of Technology, the Asian Development Bank, or are a Canadian Government civil servant, please download a copy of the license agreement from <http://olabout.wiley.com/WileyCDA/Section/id-828023.html> and return it to the Journal Production Editor. If your status as a government or non-governmental organisation employee legally prevents you from signing this Agreement, please contact the Journal production editor.*

Name of Government/Non-Governmental Organisation:

**[ ] Company/institution owned work (made for hire in the course of employment) For "work made for hire" this form cannot be completed electronically and should be printed off, signed and returned to the Journal production editor by email.** For production editor contact details please visit

the Journal's online author guidelines. *If you are an employee of Amgen, please download a copy of the company addendum from <http://olabout.wiley.com/WileyCDA/Section/id-828023.html> and return your signed license agreement along with the addendum.*

Name of Company/Institution:

Authorized Signature of Employer:

Date:

Signature of Employee:

Date: