



## Licence to publish

### The undersigned

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Name author(s) (*“the Author(s)”*)

grants to

**Ariesdue srl** (*“the Publisher”*)

the following licence:

### **Ariesdue**

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VAT 09557320158

### **Background**

This agreement concerns the publishing of scholarly and/or scientific works, and is intended to reflect a balance between the rights of the Author and the Publisher, according to the following principles:

- The Author and the Publisher believe it is in the general interest to grant maximum access to scholarly and/or scientific works without compromising quality or academic freedom, especially when public resources finance such works;
- The Publisher wishes to receive financial compensation for his contribution in the publication and diffusion of the scholarly work;
- The Author and the Publisher believe that particularly in the so-called subscription model a balance should be achieved between granting maximum access to scholarly and/or scientific works and granting financial compensation for the publication of these works.

### **Clause 1 Definitions**

The following words shall have the following meanings:

1. **Acceptance:** the communication to the Author by the Publisher of his willingness to publish the Author’s work.



2. **Article:** the published version of the Author's work, entitled:

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3. **Publication:** The journal in which the article is published:

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*Write the name of the journal*

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### **Clause 2      Licence of rights**

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- b) onto publicly accessible institutional and/or centrally organised repositories (such as PubMed Central and other PubMed Central International repositories), provided that a link is inserted to the Article on the Publisher's website.



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To grant to end users of the Author's own institution (or another appropriate organisation), the authorisation to copy, use, distribute, transmit and display the work publicly and to make and distribute derivative works.

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2. For every form of (re)use of the Article as described in the above paragraphs, the Author or the Publisher undertakes always to include the complete source (at least the Author's name, the title and the number of the Publication, and the name of the Publisher), unless this is impossible.

#### **Clause 4 Moral rights**

This agreement does not affect the moral rights of the Author in or to the Article. More specifically, the Author asserts his right to be identified as the Author and the right to object to derogatory treatment.

#### **Clause 5 Warranty**

1. The Author warrants that he/she is the sole creator of the Article and that the Article does not infringe any existing third-party copyright or moral right.
2. The Author shall hold harmless and indemnify the Publisher from any third party claims resulting from the publication of the Article should there be a breach of this



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3. The Author authorises the Publisher to institute, in co-operation with the Author, the necessary steps to prevent third-party infringement of the copyright in the Article. The Author and Publisher undertake to provide each other full co-operation and complete information in this regard. The costs are subject to a separate agreement when the question arises.

#### **Clause 6      Obligation to publish**

Subject to the Acceptance, the Publisher undertakes to publish the Article to the customary standard and at the cost and expense of the Publisher within a reasonable period after Acceptance.

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1. The Publisher may transfer the exploitation rights on the Article to a third party, provided that this third party fulfils the Publisher's obligations contained in this agreement towards the Author.
2. If the Author can show that his moral rights are affected by the use of his Article by the Publisher pursuant to a licence, the Author may demand that the Publisher stop said use. The Publisher must honour the request unless this cannot be reasonably asked of him in view of the scientific or historical value of the Article.
3. The Author has the right to terminate this agreement if the Publisher goes into bankruptcy or liquidation or any other arrangement for the benefit of its creditors.
4. Termination of this agreement does not affect any prior valid agreement made by the Publisher with third parties.
5. Nothing in this agreement is intended to confer rights on any third party.

#### **Clause 8      Multiple Authors**

In the case of multiple authors, the Author as above identified has the consent of each author to enter this Licence to publish on behalf of them.

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**Clause 9      Applicable Law**

This agreement shall be governed by and construed in accordance with the country of residence of the Author whose courts shall be courts of competent jurisdiction.

**Clause 10      Final clause**

The agreement comes into effect immediately on Acceptance and shall remain in force for the lifetime of the copyright in the Article.

Signed on \_\_\_\_\_

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*Date*

Signature \_\_\_\_\_

*Corresponding Author (on behalf of all co-authors)*



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