



## Parties

In this document references to “the Publishers”, “We” and “Us” are to **BMJ Publishing Group Limited** (a company incorporated in England with company number, 3102371 whose registered office is BMA House, Tavistock Square, London WC1H 9JR) “BMJ Group”; and the **European Association of Hospital Pharmacists “Society”** and references to “You” are to the Submitting Author.

## 1. Definitions

1.1. The following definitions and rules of interpretation apply in this Author Agreement:

<b>Authors:</b>	the Submitting Author and any co-authors. Author shall mean any one of the Submitting Author or any co-author.
<b>Author’s Accepted Manuscript:</b>	the final draft version of the Work, which has been accepted for publication in the Journal & peer reviewed but not copyedited, typeset or published.
<b>Author’s Original Version (Preprint):</b>	the pre review version of the Work that is submitted to the Journal or any earlier draft, which has not been peer reviewed.
<b>Commercial Use:</b>	any use of any part of the Work for i) any commercial gain without the Agreement of the Publishers including without limitation, charging fees for delivery or access to the Work (whether on a standalone basis or included within any work), associating advertising to the Work or providing hosting services to other repositories or to other organisations (including where an otherwise non-commercial site or repository provides a service to other organisations or agencies); or ii) to substitute the services provided by the Publishers in relation to Work or the Journal the Work may be included within. This may include systematic distribution or articles by any means (such as print, email, posting, indexing or linking) and/or any use for promotional or marketing activities by commercial companies including for use by their customers or intended audiences (for example by pharmaceutical companies to healthcare professionals or patients).
<b>Intellectual Property Rights:</b>	all copyright and related rights, trademarks, service marks, trade, business and domain names, rights in goodwill or to sue for passing off, database right, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and all similar or equivalent rights or forms of protection in any part of the world.
<b>Journal:</b>	a journal published by BMJ Group on behalf of the European Association of Hospital Pharmacists.
<b>Open Access Article(s):</b>	a Version of Record which in accordance with the Publisher’s written policies (which may involve a requirement to pay an article publishing charge) is agreed with the Authors to be made available to access without charge, which may be re-used by third parties in accordance with clause 8.
<b>Submitting Author:</b>	the author who submits the Work to BMJ Group for publication in the Journal.
<b>Version of Record:</b>	the version of the Work published by BMJ Group in the Journal.
<b>Work:</b>	the work You have submitted for publication in the Journal. Work shall include all text, audio, video and audio-visual material, abstracts, databases, tables, data, diagrams, photographs and other images or illustrative material and including all drafts of the Work, the version of the Work accepted for publication by Us and the Version of Record.



- 1.2. Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.3. Headings are for convenience only and do not affect the interpretation of this Author Agreement.
- 1.4. Any words following the term including or any similar expression shall be construed as illustrative only and shall not limit the sense of the words preceding it.
- 1.5. A reference to a statute is a reference to such statute as amended.

## **2. Assignment, Licence and publication of the Work**

- 2.1. Other than as set out in Clause 3.2 below, In consideration for the Publishers evaluating whether to publish the Work. You hereby assign the entire copyright and all rights in nature of copyright and all other intellectual property rights, whether vested, contingent or in future throughout the world in the Work in any media known now or created in the future, and for the avoidance of doubt this includes all editions and subsidiary rights for the full term of copyright and all renewals and extensions thereof, and to licence for the Work for publication in whole or part, in any editions, forms and media in any language without limitation.
  - 2.2. Where Clause 3.2 applies, in consideration for the Publishers evaluating whether to publish the Work, You grant a worldwide, irrevocable, royalty free, licence to any and all of the Publishers in perpetuity to:
    - 2.2.1. edit, adapt, publish, distribute, display, reproduce, translate and store the Work (and any derivative works based on the Work created under this licence) in all media and on all distribution platforms including social media platforms, whether now known or in the future developed or discovered, and whether as part of any of the Publisher's products and services or as part of other content owned, controlled or represented by the Publishers;
    - 2.2.2. include the Work in collections of other work and create summaries, extracts, abstracts and other derivative works based in whole or in part on the Work;
    - 2.2.3. convert the Work into any format, including audio;
    - 2.2.4. exploit all subsidiary rights that exist or may exist in the future in the Work including in relation to metadata;
    - 2.2.5. include electronic links from the Work to any third party material; and
    - 2.2.6. licence third parties to do any or all of the above.
  - 2.3. We will make every effort to consult with You or another Author if substantial changes are made. You acknowledge and agree that the Publishers may in its sole discretion publish any versions of the Work submitted to Us by You and any peer reviews of the Work and responses from You, or another Author and third parties relating to the Work.
  - 2.4. You hereby authorise any of the Publishers to take such steps as We consider necessary to prevent infringement of Intellectual Property Rights in the Work or infringement of rights granted to Us by You under this agreement without recourse to You.
  - 2.5. You agree that any of the Publishers may retract the Version of Record or publish a correction or other notice in connection with the Version of Record at any time and without further recourse to You.
  - 2.6. In the case of Work that has been submitted for publication as an Open Access Article only, We will submit the Version of Record and any expression of concern or retraction or other notices to PubMed Central ("PMC") and its mirror sites promptly after publication by Us. For all other Works, where the funding body for that Work is identified as a funder here: <http://www.sherpa.ac.uk/juliet/index.php> ("Sherpa Funder") and that funder requires deposit to PMC and its mirror sites, the Author or its funding body may deposit a copy of the Author's Accepted Manuscript (but not the Version of Record) in PMC and its mirror sites (and which must include any expression of concern, retraction or other notices) after an embargo period of 12 (twelve) months from the publication date of the Version of Record or earlier if required by the Sherpa Funder.
- ## **3. Ownership of rights in the Work**
- 3.1. All Intellectual Property Rights in the Work is assigned to the Publishers other than where clause 3.2 applies and each Author shall be permitted to make such use of the Work as it set out in clause 6.



3.2. A licence is granted to the Publishers : i) where the Work is created in whole or part by UK Crown employees whose work is subject to Crown copyright and their contribution to the Work cannot be licensed on an exclusive basis, ("UK Crown Employees"); ii) We have agreed in accordance with clause 8.2 that CC-BY shall apply; or iii) where the Work is created in whole or part by US Federal Government officers or employees as part of their official duties. In those circumstances, the following applies:

- 3.2.1. The Work (or any part of the Work) created by UK Crown Employees is licensed to Us on the terms as set out in clause 2 and shall be nonexclusive;
- 3.2.2. The Work is subject to clause 8.2 herein and therefore it is agreed that CC-BY shall apply. In such cases the Work is licensed to Us on the terms as set out in clause 2 and shall be nonexclusive;
- 3.2.3. No licence is required from the Author to publish the elements of the Work created by US Federal Government officers or employees, as part of their official duties, however new international Intellectual Property Rights may apply to the Work, and therefore the terms of this Agreement shall continue to apply, other than where they are inconsistent with law.

#### 4. Warranties

4.1. You warrant that:

- 4.1.1. You are authorised to enter into this Agreement on behalf of all Authors, including without limitation, to grant all rights and adhere to all obligations. If you and/or any co-author's employer own the copyright to the Work, you must obtain in writing, the relevant employers' consent to grant the assignment or licence (as applicable) and agree to all obligations herein;
- 4.1.2. the Work comprises the original work of the Authors and has not been copied (in whole or in part) from any other work or material, or any other source;
- 4.1.3. no person other than the Authors named on the Work has been involved in the creation of the Work;
- 4.1.4. if the Work (or any part of the Work) has been created in the course of employment You have all necessary written releases required to enter into this Author Agreement from any employer;
- 4.1.5. other than as expressly permitted in clause 6 herein, the Work has not previously been published (in whole or in part) and (save in the case of US Federal Government officers or employees) You are the sole, unencumbered absolute legal and beneficial owner(s) of all Intellectual Property Rights in the Work (or You have obtained the necessary assignments or licences required for publication under this agreement);
- 4.1.6. the Work does not infringe the Intellectual Property Rights, moral rights or any other right of any third party;
- 4.1.7. written consent has been obtained from patients if any part of the Work includes patient data (whether or not anonymised) and such written patient consent shall be provided to Us immediately if We request it;
- 4.1.8. to the best of Your knowledge:
  - a) the Work does not contain material that is obscene blasphemous, libellous, obtained directly or indirectly in breach of confidence or is otherwise objectionable;
  - b) all statements of fact in the Work are true and correct and no advice, formula, or instruction in the Work will, if followed or implemented by any person, cause loss, damage or injury to them or any other person;
- 4.1.9. You will not make any use of the Work other than as permitted under fair dealing provisions of the Copyright Design and Patents Act 1988 or as set out in this Author Agreement, without Our prior written consent;
- 4.1.10. declarations of competing interests submitted by the Authors are and shall remain accurate and You will notify Us in writing of any changes to such competing interests immediately; and
- 4.1.11. all information supplied to Us shall be accurate.

5. **Bribery and corruption.** You agree to comply with all applicable laws relating to anti-bribery and corruption including the Bribery Act 2010 and to comply with BMJ Group's anti-bribery policy (published on the website [bmj.com](http://bmj.com)). You must notify Us immediately if You become aware of, or have grounds for suspecting, fraud or malpractice in connection with the



Work. For the purposes of this clause malpractice includes giving or receiving any financial or other advantage that may be construed as a bribe under the Bribery Act 2010 or any other applicable law).

## 6. Permitted uses by Authors of the Work

- 6.1. Any Author may make the following uses of the Work under this Agreement provided such uses are not a Commercial Use. Each Author shall be entitled to:
  - 6.1.1. reproduce a reasonable number (no more than 100) print copies of the Version of Record for personal use;
  - 6.1.2. send an individual copy of the Version of Record to colleagues within their institution and/or department, collaborators on any project they are working on, and anyone who directly requests a copy from them, in print or electronic form provided that there is no automatic distribution, only a single copy is supplied to each to any of the aforementioned recipients, they make the recipient know their use must be personal and not a Commercial Use, that the Author ensures no fee is charged and may not distribute any copies on a systematic basis including by mass e-mailings;
  - 6.1.3. include the Version of Record in a compilation of material for educational use in the Authors' institutions provided these are distributed free of charge to students, or are stored in digital format in data rooms for access by students as part of their course work, or distributed for in house training programmes at the Authors' institutions, or are distributed at seminars or conferences subject to a limit of 100 copies for each conference or seminar;
  - 6.1.4. place the Author's Accepted Manuscript (but not the Version of Record unless the Work is agreed with the Publishers to be an Open Access Article in which case it can be the Version of Record) and the published abstract of the Version of Record on:
    - i) that Author's own or institution's website (which must be non-commercial); and/or
    - ii) Your institution's repository (and such an institution must be academic or scholarly);
  - 6.1.5. place the Author's Accepted Manuscript (but not the Version of Record unless the Work is agreed with the Publishers to be an Open Access Article in which case it can be the Version of Record) in a Scholarly Collaboration Network ("SCN") which has signed up to the STM article sharing principles here: <http://www.stm-assoc.org/stm-consultations/scn-consultation-2015/> ("Compliant SCN's"), after an embargo period of 12 (twelve) months from the publication date of the Version of Record (and no embargo for Open Access Articles);
  - 6.1.6. use a maximum of two figures (including tables) from the Work (unless separate copyright is held by a third party and in which case permission must be sought from the holder for any use), and selected text extracts of less than 100 words or series of text extracts totalling less than 300 words for quotation and use such excerpts in all media and future editions as long as the purpose of the use is scholarly comment, non-commercial research or education use and full credit is given to the Authors and Us in accordance with normal scholarly practice and any quotations or excerpts are unmodified;
  - 6.1.7. in the case of Open Access Articles only, publish the Version of Record in any media after publication by Us strictly for non-Commercial Use and free of charge or other consideration including depositing the Work in any repository of academic work; and
  - 6.1.8. make any permitted uses of the Author's Original Version (Preprint), Author's Accepted Manuscript and Version of Record (which may predate rights granted in this Author Agreement) as defined and set out in the BMJ Group Author's Self Archiving Policies stated on the BMJ Group's website from time to time.
- 6.2. Unless otherwise stated herein, the Authors may not make any Commercial Use of any part of the Work.
- 6.3. An Author is permitted under this Agreement to include all or part of the Version of Record in a publication (including a book, essay, or position paper) that is not peer reviewed, which is authored or edited by You, provided that such use is not permitted where multiple works will be included in a single publication. We acknowledge that such a use may be Commercial Use.
- 6.4. The Authors agree to publish or to procure publication of the following statements on the Work each time it is reused in accordance with clause 6.1 above:



- 6.4.1. In all cases of reuse, should a retraction, expression of concern, or significant correction be applied to the Version of Record by Us, the permitted reused version (in accordance with Clause 6.1) must state this and link clearly to the published notice.
- 6.4.2. for Open Access Articles:
  - 6.4.2.1 where the Version of Record is republished on Your website, Your employer's website, or the website of any third party authorised by You under this Author Agreement:

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  - 6.4.2.2 where any translations of the Work are permitted under any Creative Commons licence, must include the following statement:

*"This is an unofficial translation of an article that appears in a BMJ Group and European Association of Hospital Pharmacists publication. Neither BMJ Group nor and European Association of Hospital Pharmacists have endorsed this translation."*
- 6.4.3. for all other articles:
  - 6.4.3.1 where the Author's Accepted Manuscript of the Work has been republished in accordance with Clauses 2.5, 6.1.4 and/or 6.1.5:
    - i) *"This article has been accepted for publication in [insert full citation including Journal, Volume and Issue] following peer review, and the Version of Record of this article can be accessed online at [insert full DOI eg. <http://dx.doi.org/10.1136/xxxxx> ]." and*
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  - 6.4.3.2 where any translations of the Work are permitted pursuant to the terms of the CC-BY-NC-4.0 license, these must include the following statement:

*"This is an unofficial translation of a manuscript accepted for publication by BMJ Group. Neither BMJ Group nor The European Association of Hospital Pharmacists have endorsed this translation."*
- 6.5. We require that all reuse of the Work (other than an exact republication of the Version of Record- where permitted) must remove any of the Publishers trade marks (whether registered or unregistered).
- 6.6. All rights not expressly granted to the Authors under this Agreement are reserved to the Publishers.
7. **Reversion of Rights.** If We do not publish the Work within 12 months of accepting it for publication, the rights granted in this Agreement shall revert to the copyright owners.
8. **Open Access Articles**
  - 8.1. Subject to clause 8.2, in relation to Open Access Articles, the Work may be reused under the terms of the Creative Commons Attribution-Non Commercial 4.0 International licence (CC BY-NC 4.0) or any subsequent versions of this licence as determined by the Publishers.
  - 8.2. Where research on which an Open Access Article is based is funded by the Wellcome Trust, UK Research and Innovation, NIH, or any other funder that mandates the use of CC-BY licence, or the Publishers have expressly agreed that the CC-BY licence shall apply, the Work may be re-used under the terms of the Creative Commons Attribution 4.0 International Licence (CC BY 4.0) or any subsequent versions of this licence as determined by the Publishers.
  - 8.3. The Submitting Author is required to advise BMJ Group before publication whether the funding source is one of the bodies referred to in clause 8.2 and will be provided at the point of submission of the Work for publication.
9. **Law and jurisdiction.** This Agreement, its subject matter and formation, are governed by English law and the courts of



England shall have exclusive jurisdiction to settle any dispute arising in connection with it.

**10. General**

- 10.1. This Agreement shall be binding on, and enure to the benefit of, the Authors and the Publishers and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns. Any of the Publishers may assign any of the rights granted by the Authors to it in this Agreement, without written notice to the Authors.
  - 10.2. To the fullest extent permitted by law, We accept no liability to You in connection with the Work.
  - 10.3. Each of the provisions set out in this Agreement operates separately. If any court or competent authority decides that any provision is unlawful or unenforceable, the remaining conditions will remain in full force and effect.
  - 10.4. This Agreement including all information supplied to Us, howsoever relating to the Work, constitutes the whole agreement (the legally binding contract) between the Authors and Us relating to the Work and supersedes all prior arrangements (including any previous author assignments or licences You may have entered into) or understandings whether written or oral.
- 11. Permissions.** Permission must be sought from BMJ Group for all uses not expressly set out as permitted uses under this agreement. Please email: [bmj.permissions@bmj.com](mailto:bmj.permissions@bmj.com).