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Agreement granting the right to publish a paper in a journal (exclusivity for a limited period of time)

By and between:	
Ms / Mr	
iving in:	
nereafter called the "Author", on the one part	
and	
represented by its president/director, Ms / Mr	

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Preamble

The Journal publishes a Periodical called *Title of Periodical*, under ISSN number ISSN N°, hereinafter called the "Periodical".

The Journal entrusted Name of Editor / Name of platform, hereinafter called The Editor, with the publication, broadcasting and marketing of the Periodical.

The Author submitted to the Journal a paper presently entitled *Title of Paper* (hereinafter called the "Work") for its publication in the number ZZ of *Title of Periodical*.

When submitting the Work to the Journal, the Author gave the warranty that the Work had not yet been submitted for publication to any other Periodical, or that if the Work had already been submitted to another Periodical, the Author requested that the reading process of the Work be interrupted.

The Work has been written with the following co-author(s): First name, Surname.

Definitions

"Final version of manuscript accepted for publication" is the version of the Work, the content of which has been scientifically validated and edited (i.e. standardised, harmonised and structured).

The "Version of record" also called "Publisher's PDF" is the final version of manuscript accepted for publication as edited in the Publisher's layout.

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The Author grants to the Journal the exclusive right to publish the Work in paper and digital format for XX years as of the signing of this agreement. At the end of that period, the right to publish the Work is granted on a non-exclusive basis.

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The Author undertakes to deliver to the Journal, no later than date of delivery, the full and final version of the manuscript, thoroughly reread and developed in accordance with the Publisher's Instructions to Authors that have been delivered to the Author or to be found on the Periodical's website. The Author shall deliver his or her Work both in text files (.doc, .docx, .odt format) and in printed form / PDF file, and shall enclose the image files when appropriate (.jpeg., .png, .tiff. format at 300 dpi).

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The Journal may exercise these rights solely or through third parties; the Journal undertakes to inform the Author of any such grant of right.

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The Journal undertakes to publish the Work in number ZZ of *Title of Periodical*, within YY months of delivery of the Work by the Author.

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The Journal undertakes to submit a layout proof of the Work to the Author for approval, which the Author shall return with the statement "Pass for press" if satisfied. Should the Journal publish the Work both in print and digital format, the "Pass for press" statement given by the Author for the print form shall also be valid for the digital form provided the print and the digital forms are similar (apart from possible add-ons specific to the digital form such as hypertext links). Otherwise, i.e. if the Work contains illustrations or if the print and the digital forms are not similar, the Publisher undertakes to submit the digital form of the Work to the Author, who shall return the "Pass for digital press" document within the time allowed by the Publisher.

The Journal undertakes to provide the Author with a complimentary digital copy and a print copy of the Periodical in which the Work is published, upon publication.

The Journal also undertakes to provide the Author with the final version of the manuscript accepted for publication, i.e. the Version of record, so that the Author may exercise his or her right to deposit this VoR in an open archive, in accordance with article L533-4 of the Research Code, i.e. the French 2016 law for a digital Republic (see article 5).

Art. 5 - Open archive policy

The Journal grants to the Author the non exclusive right to post the Version of Record of the Work, also called « Publisher's PDF », in an open archive (i.e. a sustainable platform giving free access to all without prior registration) [upon / YY months following the date of first] publication of the work in the *Title of Periodical* and/or the « Final version of manuscript accepted for publication » [upon / YY months following the date of first] publication of the work in the *Title of Periodical*.

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Art. 6 - Governing law and settlement of disputes

The present agreement shall be governed by French law.

The Parties agree to first try to settle any dispute arising between them, through a mediation procedure. Should no amicable settlement be reached, the Parties shall be entitled to submit their dispute to the French courts.

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