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Notice to authors

This document has been translated in English for information purposes only: the legally binding version is the French version that was sent to you for signature.

Agreement granting the right to publish a contribution in a collective work (royalty-free and non-exclusive)

By and between:

Ms / Mr _____

Living in:

hereafter called the "Author", on the one part

and

_____ represented by its president/director, Ms / Mr _____,

En fonction de ce qui a été établi dans le contrat en langue française, vérifier si le passage en rouge ci-dessous doit être conservé.

by delegation of signature, Ms/Mr

hereafter called the "Publisher", on the other part.

Preamble

Prior to signing this contract:

The Author submitted a text (hereinafter called the "Work") to be published in the Collective Work presently entitled: *Collective Work's Title* (hereinafter called the "Book") that will be published under the direction of: *First name, Surname* (hereinafter called the "Editor").

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

Following a technical and scientific appraisal of the Work, the Publisher has decided to publish the Work in the Book provided the Author brings the modifications and corrections specifically asked for by the editorial board and that the Work complies with the Publisher's Instructions to Authors. These instructions have been

delivered to the Author by the Editor. The manuscript of the Work thus modified by the Author is called the Final manuscript of the Work.

The Parties have hence agreed as follows.

General provisions

Article 1. Purpose of the agreement

The Author grants to the Publisher the non-exclusive right to:

- Publish the Work presently entitled: *Work' Title* or have it published in print form, and to exercise the secondary and derivative rights attached to the Work (1st Part);
- To publish the Work or have it published in digital form (2nd Part).

Article 2. Author's obligations

The Author undertakes to deliver the Final manuscript of the Work to the Editor in text files and with a test version in PDF format, and shall enclose the image files where appropriate, within the period specified by the Editor and no later than **three months** after having been asked to correct the Work.

If the manuscript delivered does not comply with the Publisher's instructions, the Publisher shall be entitled to ask the Author to bring all required modifications and corrections, and to provide a new version of the Work if necessary, within another period of **three months**.

Should the Publisher not receive the Final manuscript of the Work consistent with the Publisher's demand within the specified period, the Publisher shall be entitled to terminate the present agreement without any other formality, in case a formal notice to comply within **three months** sent to the Author by registered letter with acknowledgement of receipt has stayed ineffective.

The manuscript and all other documents delivered to the Publisher become the Publisher's property. The Author acknowledges he or she retains a copy and shall not hold the Publisher liable in the event of loss, theft or destruction of the manuscript delivered.

However, all original documents delivered by the Author to the Publisher shall be returned to the Author, after publication and on the Author's request. If the Author has not requested that these documents be returned to him or her within one year after publication, the Publisher may not be held liable for their loss or destruction.

Article 3. Author's warranties

The Author warrants that the Work is original and **has not yet been disclosed / has not yet been published by another Publisher**. The Author also warrants that the Work contains nothing likely to violate legal provisions or lead to liability of the Publisher. The Author eventually warrants to the Publisher full and peaceful exercise of the rights granted against all disturbances, claims and evictions of any kind.

Should the Work include excerpts of texts or images from other works, the Author shall forward to the Publisher all written permissions he or she obtained from the copyright holders and required for a proper publication.

Article 4. Publisher's obligations

The Publisher shall ensure that the Work meets the standards of academic publication and shall bring editing added value (spell- and typographical checking, bibliography verification and standard setting, structuration of the text, iconography check and processing).

The Publisher undertakes to publish the Work in the Book, to ensure a continuous and sustained exploitation of the Book once published and to market the Book properly to the audience likely to be interested, in order to provide the best exploitation of the Book in its print and digital form as mentioned in the present agreement.

The Publisher undertakes to have the name, alias or trademark of the Author on each copy of the printed or digital form of the Book and on all marketing materials relating to the Work. The Publisher undertakes to not modify the Work without the Author's written consent.

The Publisher may choose any partner or co-publisher of his or her choice, and undertakes to inform the Author in such case.

Article 5. Privacy

The Publisher abides by the data minimisation principle when processing personal data. Author's personal data collected are: surname, first name, email address, postal address, trade, **date of birth, mobile phone number, ID number**, and any other personal data necessary in case the Author is remunerated as stated in article 11-02:

Author's social security number, banking details. Processing of such personal data is necessary for the following purposes:

- the performance of the present contract;
- the performance of a task carried out by Publisher in public interest.

The Publisher stores the personal data no longer than is necessary for these purposes (managing the publication project and, in case of an actual publication, managing and performing the agreement). The personal data processed shall be made accessible only to the Publisher's staff or the Publisher's contractors entitled to such access.

In accordance to the 1978 French law on Computing and Freedoms and to the General Data Protection Regulation (GDPR), the Author has a right to request access to personal data concerning him or her, and a right to rectify, restrict processing and erase such personal data, and to data portability. Should the Author's privacy rights not be respected, the Author has the right to file a complaint to the French independent supervisory authority (*Commission nationale Informatique et libertés, CNIL*).

Publisher's Data protection officer (DPO) is: **First name, Surname**.

Article 6. Governing law

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 agreed, the Parties will be entitled to submit their dispute to the French courts.

1st Part – Provisions regarding the right to publish the Work in print form, secondary and derivative rights

Article 7. Rights granted to publish in print form, secondary and derivative rights

Primary rights granted:

The Author grants to the Publisher the right to reproduce, publish and exploit all or part of the Work in the Book to be sold in print form, be it mass printing or print on demand.

The Author also grants to the Publisher the following secondary and derivative rights:

- The right to reproduce and adapt all or part of the Work in other print formats, including in periodicals, serials or leaflets, in book club editions, paperback, picture books, deluxe, semi-deluxe, bound, low-cost, school book, academic editions, in large print, as part of an anthology or in any other collection, separately or with other works, in the press including in pre- and post-publication, micro-reproduction and photocopy intended for sale;
- The right to translate all or part of the Work in all languages, and to adapt the Work and its translations for any public, including in digest edition or for a specific public, in audio format;
- The right to reproduce all or part of the Work, its adaptations and translations, on all analogue media mentioned in the two subparagraphs hereabove, and on any other current and future media be they electronic, opto-digital or magnetic, such as CDs and USB keys;
- The right to perform all or part of the Work and its translations and adaptations, by all current and future means of communication to the public including public reading, scenic and lyric performance, by all means of telecommunication including radio and television broadcasting, on demand media by wire, satellite or wireless, and by webcast online communication to the public, excluding audiovisual adaptation.

These rights are granted on a non-exclusive basis for all countries and in all languages, for the duration of copyright according to French law, foreign laws and current or future international treaties including any extension that may be made to such duration.

Provided the Publisher publishes the Work in the Book, be it through mass printing or print on demand, the Publisher may exercise these rights solely or grant these rights to third parties. The Publisher undertakes to inform the Author of any such grant of right within **two months** of signing the agreement granting such rights, and to deliver to the Author all key information on the agreement such as the name of the grantee, duration, territory, payment provisions, etc. Should the present contract terminate, all rights granted by the Publisher to third parties before such termination shall remain enforceable.

Furthermore, as the Author grants these rights to the Publisher on a non-exclusive basis, he or she is entitled to publish the Work later on with another publisher and on any website (open archive, personal or institutional website) on the condition that the full bibliographic reference of the Work's first publication in the Work is mentioned.

The Author also grants to the Publisher the right to publish the Work in open access under Creative Commons licence [\[CC licence to be stated here\]](#) for all media and communication means as mentioned hereabove, which means that all people interested shall have the right to reuse all or part of the Work without asking Author's permission, under the following terms:

- [it is mandatory to credit the Author \(BY\)](#);
- [the Author consents to / prohibits \(NC\) commercial use of the Work](#);
- [the Author consents to / prohibits \(ND\) modification to the Work](#);
- [in case the Work may be modified and if it is actually modified, the derived Contribution must also \(SA\) / does not have to be licensed under the same CC licence.](#)

Article 8. Press proof document

The Publisher undertakes to submit to the Author, directly or through the Editor, a layout proof of the Work for approval, which the Author shall read and correct and return with the statement "Pass for press" if satisfied, within the period indicated by the Publisher.

Should the Author's corrections go beyond 10% (ten per cent) of the copy editing estimated costs, the Author shall bear such extra cost.

Should the Author fail to return his or her "Pass for press" within the period specified, the Publisher may *ipso facto* seek termination of the grant of rights to publish in print form and secondary and derivative rights, after

informing the Author by means of a registered letter with acknowledgement of receipt. The Publisher may in such case request from the Author reimbursement of costs incurred.

Article 9. Publisher's prerogatives

With due regard to the parties' mutual interest, the Publisher shall decide the Book's format, presentation and cover, its retail price and on sale date, reprints, other print forms than the mass printing or on demand print form, rights to be granted to third parties, promotion operations and press specimens.

The Publisher undertakes to make a first print run of **at least copies.**

Article 10. Publication of the Work in print form

The Publisher undertakes to publish the Work in the Book within a period of **eighteen months** after receiving the Final manuscript of the Work, unless otherwise delayed by the Author or in case of force majeure. Should the Publisher not print the Book including the Work within that period, the rights to print granted to the Publisher shall automatically return to the Author if the Publisher does not issue a new print run within six months of receiving from the Author formal notice by registered letter with acknowledgement of receipt to comply.

The Publisher is required to ensure that the printed Book including the Work be properly distributed in accordance with the practices of the trade. He therefore undertakes to:

- Display the Book including the Work in the Publisher's print and digital catalogues;
- Display the Book including the Work as being available in at least one professional database listing the books in print;
- Make the Book including the Work available in high quality standards whatever the supply networks may be including through print on demand (PoD);
- Meet without delay orders placed for the Book including the Work.

Should the Publisher fail to comply with these requirements that the Book including the Work be properly distributed in accordance with the practices of the trade, the Author shall be entitled to give the Publisher formal notice to perform these obligations within six months. Failure to comply within this period shall automatically result in the return to the Author of the printing rights granted in Part 1 of the present agreement. In such event, the Publisher shall retain the digital rights granted in Part 2.

Article 11. Gratuitous grant of rights by Author

11.1 Gratuitous grant of rights to print and of secondary and derivative rights

Taking into consideration the context of the publication of the Work, intended to spread scientific knowledge and research findings (Educational code, article L. 123.6), and in accordance with article L. 122-7 of the Intellectual property code, the Author explicitly grants the rights mentioned in article 7 to the Publisher on a gratuitous basis.

Consequently, the Author acknowledges that he or she shall receive no payment from the Publisher when the Book including the Work is exploited, commercially or not, in print form or through secondary or derivative rights exploitation, be it by the Publisher or through third parties, free of charge or for a fee.

11.2 Collective management of rights

The Publisher owes to the Author all monies originating in reprography copying, private copying and public library lending rights, in accordance with articles L 122-10, L 311-1 and L 133-1 of the Intellectual Property code.

Article 12. Statement of account regarding print form

Although the Author hereby grants the printing rights on a gratuitous basis, the Publisher undertakes to render to the Author an annual statement of account of exploitation of the print form of the Work, by means of email or regular mail or through an online private account secured by ID and password, and to pay the Author not later than 30 June the sums due originating in rights managed collectively.

Should the Publisher fail to render such statements of account in due time as required by legal provisions, the Author shall be entitled for a period of six months to give formal notice to the Publisher to fulfil this obligation. Should the Publisher again fail to comply within three months, the present agreement shall be fully and automatically terminated.

Should the Publisher not render the mandatory statements of account in accordance with legal provisions or should the Publisher do so only after receiving from the Author a formal notice to comply, two years in

succession, the Author may terminate the entire agreement within six months after giving the second formal notice to the Publisher. The Author shall in such case notify the termination of the agreement by registered letter with acknowledgement of receipt.

Unless the Author requests otherwise, the sums due to Author originating in collective management as stated in article 11, shall be paid to the Author only when they reach a total of at least **100 € (a hundred euros)**, be it annual or cumulated over several years.

Article 13. Author's copies

As a tribute, the Publisher shall provide **complimentary print copy/copies** to the Author. The Author may purchase additional copies at a discount of **30 % (thirty per cent) / 40 % (forty per cent)** on retail price. The Author may not sell these copies.

Article 14. Book pulping and sales

If the Book meets low sales, the Publisher may pulp all or some of the copies of the Book including the Work that he still holds in stock, or discount such copies if two years have passed since first sale date. The Publisher shall previously inform the Author, the Editor and the other authors of the Book, and offer them to purchase all or part of such stock, at a price not higher than the remainder price (i.e. the price agreed with second hand bookshops) or than the cost price as set out in the accounts in case of intended pulping. The Author may sell such purchased copies only after erasing the Publisher's name from the copies.

In case of damage or destruction of all or part of the stock arising from force majeure, the Publisher shall not be held liable and hence no compensation shall be due to the Author with respect to such copies.

Part 2 – Provisions regarding the right to publish the Work in digital form

Article 15. Rights granted to publish in digital form

The Author grants to the Publisher the right to reproduce, perform and adapt the Work in digital form **for a fee and/or in open access i.e. offering a free online access to the Work without prior identification or payment.**

These rights include:

- The right to translate all or part of the Work in all languages, and to reproduce these translations in electronic format on all digital storage media, separately or with other works;
- The right to reproduce all or part of the Work, its translations and its adaptations, by means of electronic files in any current and future format such as HTML, XML, PDF, ePub, on all current and future digital storage media such as web servers, USB keys, hard disks, storage cards, tablets, computers, ebook readers, smartphones, e-paper i.e. electronic paper, likely to store digital data momentarily or permanently;
- The right to perform all or part of the Work, its translations and its adaptations, by all current and future means of communication to the public, be they free of charge or for a fee per unit or by subscription, including through Internet, networks of any legal entities governed by public or private law such as firms, libraries, educational and research institutions, for online access and for download through distant or local computer connection;
- The right to adapt the Work and its translations in multimedia form or to include it in a multimedia work, to reproduce it on all media and to perform it by any means mentioned hereabove.

These rights are granted on a non-exclusive basis for all countries and in all languages, for any current and future means, for the duration of copyright according to French law, foreign laws and current or future international treaties including any extension that may be made to such duration.

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

As the Author grants these rights to the Publisher on a non-exclusive basis, he or she is entitled to publish the Work later on with another publisher and on any website (open archive, personal or institutional website) provided the full bibliographic reference of the Work's first publication in the Book is mentioned.

The Author also grants to the Publisher the right to publish the Work in open access under Creative Commons licence **[Creative Commons licence to be specified here]**, for all types and means of exploitation stated hereabove, which means that all people interested shall have the right to reuse all or part of the Work without asking Author's permission, under the following terms:

- it is mandatory to credit the Author (BY);
- the Author consents to / prohibits (NC) commercial use of the Work;
- the Author consents to / prohibits (ND) modification to the Work;
- in case the Work may be modified and if it is actually modified, the derived Contribution **must also (SA) / does not have to be licensed under the same CC licence.**

Article 16. Digital press proof document

The Publisher 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 Publisher 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.

Article 17. Publisher's prerogatives

With due regard to the parties' mutual interest, the Publisher shall decide the Work's and the Book's presentation, the means of its digital exploitation, its retail price and on sale date, rights to be granted to third

parties, promotion operations and press specimens. The Publisher is in charge of promotional material and shall submit it to the Editor for approval.

Article 18. Deadline for the digital publication of the Work

The Publisher is legally required to publish the Work in the Book in digital form within fifteen months of delivery of the “Final Manuscript of the Work” by the Author to the Publisher or, should such day of delivery be unknown, within a period of three years after signing the present agreement. Should the Publisher fail to publish the digital form of the Work within that period, the Author shall be entitled to send to the Publisher formal notice to comply within three months. Should the Publisher not comply within that period of three months, the rights to publish in digital form as granted by the present agreement shall fully return to the Author and the grant of digital rights shall be terminated.

Should the Publisher not fulfil the obligation to publish the Work in digital form in due time as stated hereabove, and should the Author not give to the Publisher formal notice to comply, the Author may nonetheless automatically recover the digital rights of the Work and without giving formal notice, if the Publisher has not published the digital form of the Work within two years of delivery of the “Final Manuscript of the Work” by the Author to the Publisher or, if such day be unknown, within four years of signing of the present agreement.

In such event, the termination shall not put in jeopardy any agreement entered into by the Publisher with third parties granting print publication rights on the Work as stated in Part 1.

Article 19. Proper and sustained exploitation of the Work in digital form

As of the making of the digital book, the Publisher is legally required to:

- Publish the entire Work in digital form;
- Display the Book including the Work in its print and digital catalogues;
- Make the Book including the Work available to the public in standard market formats including at least one non-proprietary format, on one or a few retail websites.

The 2nd part of the present agreement on the digital rights granted shall automatically terminate if, after formal notice by the Author to comply within six months, the Publisher fails to fulfil the abovementioned obligations with respect to the digital publication of the Work.

Article 20. Gratuitous grant of rights to publish in digital form

Taking into consideration the context of the publication of the Work, intended to spread scientific knowledge and research findings (Educational code, article L. 123.6) and in accordance with article L. 122-7 of the Intellectual property code, the Author explicitly grants to the Publisher the rights mentioned in article 15 on a gratuitous basis.

Consequently, the Author acknowledges that he or she shall receive no payment from the Publisher when the Book including the Work is exploited in digital form, commercially or not, be it by the Publisher or through third parties, free of charge or for a fee.

Article 21. Statement of account regarding digital form

The Publisher undertakes to render to the Author an annual statement of account of exploitation of the digital form of the Work included in the Book, by means of email or regular mail or through an online private account secured by ID and password, not later than 30 June.

Should the Publisher fail to render such statements of account in due time as required by legal provisions, the Author shall be entitled for a period of six months to give formal notice to the Publisher to fulfil this obligation. Should the Publisher again fail to comply within three months, the present agreement shall be fully and automatically terminated.

Should the Publisher not render the mandatory statements of account in accordance with legal provisions or should the Publisher do so only after receiving from the Author a formal notice to comply, two years in succession, the Author may terminate the entire agreement within six months after giving the second formal notice to the Publisher. The Author shall in such case notify the termination of the agreement by registered letter with acknowledgement of receipt.

Article 22. Clause for renegotiation

In accordance with article L 132-17-7 of the Intellectual property code, either the Author or the Publisher may demand that economical terms of the grant of digital rights be renegotiated, so as to take into account the market's evolution and the changing uses. Such renegotiation of economical terms of the contract shall address the adequacy of the Author's remuneration with respect to the exploitation of digital books and to economic models.

Such renegotiation shall be held under the following schedule:

- After a period of four years following the signature of the present agreement and during two years, either the Author or the Publisher may request that the terms be renegotiated;
- After a period of six years following the signature of the present agreement and during nine years, i.e. between the 7th and the 15th year following the signing of the present agreement, either the Author or the Publisher may each request two times that the terms be renegotiated;
- After that period of fifteen years following the signature of the present agreement, and if a substantial modification of economic market leads to the imbalance of this agreement, either party may demand that the terms be renegotiated in the event.

Such request to renegotiate the agreement shall be notified to the other party by registered letter with acknowledgement of receipt. The other party may answer within a period of three months. Should the other party refuse to renegotiate within that period, or should the parties disagree on the terms of the renegotiation, they may within four months refer the matter to the *Commission paritaire* (joint committee) and, in default of amicable settlement, to the relevant French courts.

Article 23. Complimentary digital copies

The Publisher shall provide the Author with, depending on the digital exploitation set out:

- Either a digital access to the Work, as published by the Publisher, with login and password;
- Or a digital file (i.e. either ePub or PDF) without DRM to be used by the Author [for personal use only](#).

Article 24. Licence to post the Work in an open archive

The Publisher grants to the Author the non-exclusive right to post/deposit the Version of Record of the Work in an Open access repository or 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 Book including the Work, be it under a Creative Commons licence or not \(the CC licence to be specified here\)](#).

Academic social networks (such as ResearchGate or Academia.edu) are not open access repositories: should the Work be posted on such a network, it must be linked, for sustainability reasons, to the open archive where the Work has been posted.

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