ASPASIA
LICENSE AGREEMENT

With respect to the article tentatively entitled:
(hereinafter referred to as the “Article”) to be published in ASPASIA (ISSN: 1933-2882 [Print] and ISSN: 1933-2890 [Online]) (hereinafter referred to as the “Journal”): Vol. ___ Issue no.: ___ Year: ___

Between (Author Name): ____________________________ (hereinafter referred to as the “Author”) and Berghahn of 20 Jay Street, Suite 512, Brooklyn, NY 11201, USA (hereinafter referred to as the “Publisher”).

OPEN ACCESS PROVISION:

• The Article will be made Open Access under the terms of the Creative Commons Attribution-Non-Commercial-NoDerivs License (CC BY-NC-ND) which permits use, distribution and reproduction in any medium, provided that the Article is properly cited, the use is non-commercial and no modifications or adaptations are made.

• The Article Processing Charge (APC), to provide Open Access for the Article, is funded by Knowledge Unlatched.

RIGHTS RETAINED BY THE AUTHOR

• Under the terms of the Creative Commons Attribution-Non-Commercial-NoDerivs License (CC BY-NC-ND), the Author retains all proprietary rights, including copyright to the work, with no restrictions. The CC license does not apply to the author’s own use.

• The copyright will read: © The Author/s.

• The Author may make use of the submitted and peer reviewed versions of the article prior to publication, provided that the final Article is cited appropriately.

• The Author has the right to post the final Publisher PDF version of record of the Article as they choose, including, but not limited to, on personal or institutional Web sites and in any other open-access or institutional digital repositories.

RIGHTS EXTENDED TO THE PUBLISHER:

• Upon acceptance of the Article by the Publisher, the Author hereby grants to the Publisher (in addition to the non-exclusive rights the Publisher has under a CC-By-NC-ND license), for the duration of the statutory term of copyright protection and throughout the world, the non-exclusive right to publish, reproduce, distribute, display, archive, translate, and create derivative works of the Article in the Journal throughout the world in all formats and media whether now known or hereafter developed, including print, electronic, and online format. The license includes the right of the Publisher to freely transfer and/or sublicense the rights assigned. Ownership of the copyright shall remain with the Author.

• The Author authorizes the Publisher to make editorial modifications to the Article as technically or legally necessary and otherwise stylistically desirable in order to ensure suitability for publication. The Publisher will make no material modification to the content of the Article without the Author’s consent. At the Journal’s discretion, the Author may have the opportunity to read and correct the edited Article and/or page proofs, but publication may proceed without the Author’s input if corrections are not returned within the specified timeframe.

• Use of the Article by a third party where the Author is not involved in the publication (including, but not limited to, republication in an Anthology or similar third-party reference work collection of articles) will require the Publisher’s written permission and may incur a fee due to the Journal if the Article version of record is used.

AUTHOR’S WARRANTIES AND INDEMNITIES: The Author represents and warrants that the Author has full power to enter into this Agreement; that the Article is original and that no part of it will have been previously published (unless otherwise agreed with the Journal and Publisher); and that neither the Article nor entering into this Agreement will impair or violate anyone else’s rights including but not limited to rights of privacy, rights of publicity, libel or infringement of copyright or any other rights. The Author warrants that all research conducted for the Article has been conducted in a responsible manner and in accordance with relevant ethical practices and codes of conduct, including publication policies set by the Publisher. The Author will acknowledge all sources of funding as required by the research body or other third parties and represents that an appropriate release has been obtained from any named persons in the Article, who should otherwise be anonymized, or any persons appearing in photographs.

Should the Article contain any third-party copyrighted materials, the Author must undertake to obtain written permission from the copyright holder and shall be solely responsible for any related costs. The Author agrees that it is their obligation to secure all written permissions and requisite attribution language within a timely manner, to the satisfaction of the Publisher.

If a claim, action, or proceeding is brought against the Publisher, the Editors, its licensees, or any seller of the Article, based on facts which, if true, would violate any of the warranties or representations in this Agreement, the Publisher may defend the same through counsel it chooses and may settle the same in its sole discretion. The Author shall hold harmless Publisher, its licensees, agents, shareholders and officers and directors, its distributors and retailers and other sellers of the Article against any claims, demands, costs, and damages, including attorney’s fees, whether or not a breach of these warranties is finally sustained. Each party will promptly notify the other of any such claim, action, or proceeding and will cooperate with the other fully in its defense.

If the foregoing terms and agreements are satisfactory to the Author, please indicate acceptance by signing and dating this Agreement below. Please, return one copy and retain one copy for the Author’s files.

AUTHOR(S)*:

Signature: ____________________________
Name: ____________________________
Address: ____________________________
Email: ____________________________
Date: ____________________________

Signature: ____________________________
Name: ____________________________
Address: ____________________________
Email: ____________________________
Date: ____________________________

* All authors who contributed to this Article must sign this form.