Checklist for Publishing Agreements

Listed below are examples of what can or should be included in authors agreements with Publishers.

The part of the agreement stating the obligations for the Publisher should include the following:

- A statement that the content of the manuscript should not be changed without the Author(s)/Editor(s)’ permission.

- Information about how proofing of the final manuscript is being done.

- A section about the copyright license for the published formats
  
  o If the work is to be distributed with Open Access, it should be clearly stated which Creative Commons license will be used. The recommended license is Creative Commons license: Attribution 4.0 International (CC BY 4.0) license (http://creativecommons.org).

  o If the work is distributed with a standard copyright license, the contract should clearly state which rights are transferred to the Publisher. The agreement should also state whether or not the license is exclusive to the Publisher, and for which formats the license applies.

- In what formats and channels the publication is published and distributed.

- That and how the Publisher should consult with the Author(s)/Editor(s) on the promotion of the publication.

- Publisher’s obligation to make post-publication edits if considerable errors were introduced to the publication by the Publisher, without any additional publication costs.
The Author(s)/Editor(s):

- shall deliver to the Publisher an original (article/book) manuscript.
- vows that the work is theirs.
- vows that the work will not infringe upon the personal rights of, or give rise to any claim by any third party, including, without limitation, claims in defamation, privacy, copyright, or trademark.
- vows that all third-party content has received relevant permissions, has paid relevant fees, and clearly displayed license information if different from that of the published work.
- has an agreement (if several contributors to the publication) from all authors/contributors to publish their works under the terms listed in this agreement.
- will revise the manuscript content based on the peer reviewer comments and the Publisher’s request for revisions. Should the Author(s)/Editor(s) dispute the nature of these requests, then the details will be raised with the Publisher.
- will immediately raise any concerns with the Publisher regarding the ethical requirements/processes related to the research that is included in the manuscript contents.
- acknowledges that the publisher has a final right to reject the manuscript if the Author(s)/Editor(s) does not answer to the necessary requests.
- agrees that if post-publication edits are required to correct significant (i.e. legal or factual) errors made during the writing/editing process, then costs will be charged to the Author(s)/Editor(s) by the Publisher to carry out the corrective works.

Additional topics that ought to be addressed in one way or another:

- should ensure that independent peer review is completed in accordance with ethical guidelines – see recommendations from the Committee on Publication Ethics
- should provide reviewer comments to the Author(s)/Editor(s) along with a request for revisions before final acceptance for publication. Revised files may be sent for re-review at the Publisher’s discretion.
reserves the right to reject the submission for publication, based on consistently negative feedback and recommendations from the reviewers.