

THE ASSOCIATION OF COLOPROCTOLOGY OF GREAT BRITAIN AND IRELAND COPYRIGHT ASSIGNMENT FORM

This Agreement is made with The Association of Coloproctology of Great Britain and Ireland. The Agreement is for the Article submitted by you ("Author") for publication in *Colorectal Disease* published by Blackwell Publishing Ltd on behalf of The Association of Coloproctology of Great Britain and Ireland, and is referred to in this Agreement as "Article", where Article is deemed to cover Original Articles, Editorials, Reviews, Book Reviews, Forum papers, Comments and Opinions.

To enable Blackwell Publishing to publish the Article in *Colorectal Disease* ("the Journal"), the ownership of copyright must be established. Please read and complete the form below and return one copy to the address given below. You MUST complete section A; sections B, C or D need to be completed as appropriate. There are explanatory notes to this Agreement, which also form part of the Agreement.

The Article cannot be published until this signed Agreement is received by Blackwell Publishing.

SECTION A: Author's Warranty (Please PRINT your details)

Name:

Address:

Article title (or provisional Article title):

Names of all authors in the order in which they appear in the Article:

In consideration of the publication of the Article in the above Journal, I hereby warrant and undertake:

- a. that this Article is an original work, has not been published before and is not being considered for publication elsewhere in its final form either in printed or electronic form.
- b. that I have obtained permission from the copyright holder to reproduce in the Article (in all media including print and electronic form) material not owned by me, and that I have acknowledged the source;
- c. that this Article contains no violation of any existing copyright or other third party right or any material of an obscene, indecent, libellous or otherwise unlawful nature and that to the best of my knowledge this Article does not infringe the rights of others;
- d. that I will indemnify and keep indemnified the Editors, The Association of Coloproctology of Great Britain And Ireland and Blackwell Publishing against all claims and expenses (including legal costs and expenses) arising from any breach of this warranty and the other warranties on my behalf in this Agreement;
- e. that in the case of a multi-authored Article I have obtained copyright assignment from all co-authors, in writing, and authorisation to enter into this Agreement on their behalf and that all co-authors have read and agreed the above warranties;

Author: Signed: Date:

SECTION B: Copyright Assignment

In consideration of the publication of the Article in the Journal, I hereby assign to The Association of Coloproctology of Great Britain And Ireland copyright for the full period of copyright and all renewals, extensions, revisions and revivals together with all accrued rights of action throughout the world in any form and in any language (including all media, both now known or later developed). The Association of Coloproctology of Great Britain and Ireland may assign its rights under this Agreement. Notwithstanding the above, I retain all proprietary rights other than copyright, such as patent and trade mark rights and rights to any process or procedure described in the Article.

Author: Signed: Date:

In signing this form, the signee asserts that any authors not signing have authorised the signee to do so on their behalf, and that the manuscript submitted has been approved by these authors in the form in which it has been submitted, and that the warranties given above have been read and agreed by all authors.

SECTION C: If copyright in the Article is owned by someone other than the Author (US Government employees go to section D)

I hereby grant The Association of Coloproctology of Great Britain And Ireland non-exclusive rights to reproduce and/or distribute this Article (in full or in part) and to publish the same throughout the world in any format and in all languages

including without limitation in printed, electronic or other medium on optical disk, transmission over the internet and other communication networks and in any other electronic form, and to authorise others (including reproduction rights organisations such as the Copyright Licensing Agency and the Copyright Clearance Center) to do the same. The Association of Coloproctology of Great Britain And Ireland may assign its rights under this Agreement.

Further, I hereby warrant that I have obtained the consent of the copyright holder of the Article to grant the above rights to Blackwell Publishing and that publication by Blackwell Publishing will not infringe the copyright of any other person.

Title of copyright holder:

This will be printed on the copyright line on each page of the Article. It is the Author's responsibility to provide the correct information of the copyright holder.

Signed on behalf of copyright holder: Date:

Title/position/address:

.....

In signing this form, the signee asserts that the manuscript submitted has been approved by all authors in the form in which it has been submitted, and that the warranties given above have been read and agreed by all authors.

SECTION D: If you are a US Federal Government employee

I hereby warrant that I am an employee of the US Federal Government, and that the Article has been written within this capacity.

Author: Signed: Date:

US law states that all work created by US Federal Government employees is in the public domain. The Association of Coloproctology of Great Britain and Ireland therefore makes no claim to original US Government works

Full details regarding the assignment of copyright, the management of permissions, and what rights are granted back to the authors can be found on the accompanying Notes, which form part of this Agreement.

Data Protection

The Publisher may store your name and contact details in electronic format in order to correspond with you about the publication of your article in the journal. We would like to contact you from time to time with information about new Blackwell publications and services in your subject area. (For European contributors, this may involve transfer of your personal data outside the European Economic Area). If you do not wish to be contacted in this way, please check this box:

Author

PLEASE RETURN A SIGNED COPY OF THIS FORM TO:

Colorectal Disease Editorial Office
Blackwell Publishing Ltf
9600 Garsington Road
Oxford
OX4 2DQ
United Kingdom

Or fax to +44 (0) 1865 471 387

NOTES ON THE ASSIGNMENT OF COPYRIGHT

Why do we ask for copyright to be assigned?

- 1 The policy of Blackwell Publishing (acting as agent for the owner of the Journal, the Society, if different) is to acquire copyright for all Articles. The reasons for this are:
 - (a) ownership of copyright by one central organisation facilitates international protection against infringement, libel or plagiarism;
 - (b) it enables the most efficient processing of permissions and licensing in order that the Article can be made available to the fullest extent both directly and through intermediaries, and in both print and electronic form;
 - (c) it enables Blackwell Publishing to maintain the integrity of an Article once refereed and accepted for publication, by facilitating centralised management of all media forms including linking, reference validation and distribution.

What rights does the author retain?

- 2 The author retains his or her rights in the Article including the right to be identified as the author whenever and wherever the Article is published, under the terms of the UK Copyright Designs and Patents Act 1988. We will make sure that your name and the name(s) of your co-author(s) is/are always clearly associated with the Article and, while you do allow us to make necessary editorial changes, we will not make any substantial alteration to the Article without consulting you. [We will have the Article fairly reviewed by (at least two) impartial referees, and will let you know the outcome as quickly as possible]. When the Article is accepted, we undertake to publish it as soon as we reasonably can. If it is rejected, this Agreement is automatically cancelled and all the rights come back to you.
- 3 In addition to the rights stated above the author shall retain the following rights:
 - (a) The right, after publication by Blackwell Publishing, to use all or part of the Article and abstract, without revision or modification, in personal compilations or other publications of the author's own works, and to make copies of all or part of such materials for the author's use for lecture or classroom purposes (excluding the preparation of course pack material for onward sale by libraries and institutions), provided that the first page of such use or copy prominently displays the bibliographic data and the following copyright notice: '© [year] [copyright owner as specified in the journal]'.
 - (b) Prior to publication, the author may share with colleagues print or electronic 'preprints' of the unpublished Article, in form and content as accepted by Blackwell Publishing for publication in the Journal. Such preprints may be posted as electronic files on the author's own website for personal or professional use, or on the author's internal university, college or corporate networks/intranet, or secure external website at the author's institution, but not for commercial sale or for any systematic external distribution by a third party (e.g. a listserve or database connected to a public access server). Prior to publication, the author must include the following notice on the preprint. 'This is a preprint of an Article accepted for publication in [Journal Title] © [year] [copyright owner as specified in the Journal]'.
 - (c) After publication of the Article by Blackwell Publishing, the preprint notice shall be amended to read as follows: 'This is an electronic version of an Article published in [include the complete citation information for the final version of the Article as published in the print edition of the Journal]'. The preprint can be replaced with the published version of the Article. Posting of the published Article on any other electronic public server can only be done with written permission from Blackwell Publishing.
- 4 In assigning copyright you are not forfeiting your rights to use the Article elsewhere. This you may do provided that the Journal is acknowledged as the original source.
- 5 Assignment of copyright in the Article does not infringe your other proprietary rights such as patent and trade mark rights.

Permissions

- 6 All requests to reuse the Article, in whole or in part, in another publication (including in all commercially published edited volumes) will be handled by Blackwell Publishing. Any permissions fees will be retained by the Journal. All requests to adapt substantial parts of the Article in another publication (including publications of Blackwell Publishing) will be subject to your approval (which is deemed to be given if we have not heard from you within 4 weeks of your approval being sought by us writing to you at your last notified address).
- 7 In addition to reproduction in conventional printed form the Article and the accompanying abstract may be stored electronically and then delivered electronically or in printed form to meet individual requests thus increasing exposure of the Article to the international community. This transfer includes the right to adapt the presentation of the Article for use in conjunction with computer systems and programs, including reproduction or publication in machine-readable form and incorporation in retrieval systems.
- 8 Should the copyright be held by someone other than the author, e.g. the author's employer, Blackwell Publishing require non-exclusive permission to administer requests from third parties. Such requests will be handled in accordance with Note 6 above, and all correspondence will be conducted with the author, who is presumed to be authorised by the copyright owner to deal with such questions on the owner's behalf.
- 9 The Journal is registered with the Copyright Licensing Agency (London) and the Copyright Clearance Center (New York), and other Reproductive Rights Organisations. These non-profit making organisations offer centralised licensing arrangements for photocopying.

Government employees

- 10 If you are or were a UK Crown servant and the Article is made in that capacity, the Article must be submitted for clearance by the Permanent Head of the Department concerned. If you are or were a US Government employee and the Article is made in that capacity, assignment applies only to the extent allowable by US law. In either case it is up to you to make the necessary enquiries and arrangements. If the Article is determined to be copyrightable at a later date, then copyright and all rights included in this will be transferred to Blackwell Publishing.

Where an Article is Crown copyright, Blackwell Publishing must be informed as soon as it is accepted for publication so that the appropriate arrangements can be made with HMSO.

Applicable Law

- 11 The law governing this Agreement is the law of England and Wales, except where the Journal is published in another jurisdiction, in which case the law of that jurisdiction applies. Any dispute concerning this Agreement shall be subject to the non-exclusive jurisdiction of the courts of England and Wales, except where the Journal is published in another jurisdiction, in which case the courts of that jurisdiction shall determine any such dispute.