

<http://journalauthors.tandf.co.uk/preparation/copyright.asp>

Taylor & Francis' position on copyright and author rights



Introduction For over two hundred years, Taylor & Francis has sought to achieve the widest dissemination of new research knowledge via our scholarly journals.

... I was seeking guidance on copyright and permissions. Very useful despite this being a tricky issue."

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In all our activities, we are working for the benefit of authors to ensure maximum access to and use of their articles, and to ensure that authors may gain from the goodwill associated with publishing in a Taylor & Francis journal. Yet we are also seeking to enhance the reputation and prestige of the Journal, its editors and editorial board, its peer review processes, and the added value brought by the journal and its publisher.

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'First publication' is taken to mean 'first' publication in a recognised Taylor & Francis journal (in electronic and/or paper editions) of an original article that has been through a rigorous and equitable 'peer review' process, as opposed to any subsequent publication in a secondary medium.

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It is important however that we are at least granted exclusive rights because of the needs of the scholarly community for certainty in the scientific record. There is a requirement for a clear and unambiguous record of the scholarly or scientific process, with validated authentication of the final version of an article which has been edited, peer-reviewed and accepted in a journal which confers a recognized, legitimate status on an article. For these reasons we need these rights to assure the scholarly community that they are reading the genuine, final version.

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- to supply definitive information on how to cite your article in both print and online formats.

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Copyright transfer FAQs



CHECKLIST

(a) Completing the Publishing Agreement

I have **not published my Article previously**.

I have **not** submitted my Article to another journal, and I confirm that it is **not** under consideration by any other journal.

I intend to publish the Article **exclusively with Taylor & Francis**.

I am only **claiming Crown Copyright** if I or one of my co-Authors is a **Minister or civil servant**.

I am **only claiming U.S. Government non-Copyrightable Status** if I or one of my co-Authors is an **officer or employee** of the **Federal Government of the United States of America**.

If I or one of my colleagues is a **National Institutes of Health (NIH) employee**, I have attached an **NIH Addendum** instead of signing the Publishing Agreement.

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I understand that if I am working in a university as a researcher/lecturer but am grant funded and am submitting this work as part of my normal research, my work does not qualify as a **'work for hire'**.

I have acknowledged any/all **third party funders**, giving full names and grant numbers.

I have **not** used an electronic signature.

I understand that I must return the completed and signed **original** of this form via **post**.

If I have multiple papers, I have filled in each form for the paper with the tracking ID in the watermark in the top left. **I have not reused a copy of the same form** for multiple papers.

(b) My understanding

My work is **original**.

I have secured all the necessary **permissions for use of third party material**.

I have not included any statement that could be considered: **abusive, defamatory, libellous, obscene, fraudulent, to infringe the rights of others**, or to be in any other way unlawful or in violation of applicable laws.

I have obtained **consent for inclusion of material related to patients, clients or participants in any research or clinical experiment or study**.

Furthermore I confirm that no such individual can be identified by the Article, nor will I identify them in any way.

I have included any **relevant safety points and procedures** in the Article.

I have reviewed the Taylor & Francis **Publishing Ethics and Disclosure of Conflicts of Interest policies**.

I have acknowledged in the text of the Article any financial interest I have or benefit arising from the direct applications of my research.

I have consulted any co-authors and guarantee that I have been **authorized by all co-authors to sign on their behalf**, if applicable.

If the warranties outlined above are breached I understand that **I will keep Taylor & Francis and their affiliates indemnified in full against all loss, damages, injury, costs and expenses** (including legal and other professional fees and expenses) incurred or paid by Taylor & Francis as a result.

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See Publishing Agreement: *"we ask authors to transfer to Informa UK Limited trading as Taylor & Francis Group the rights of copyright in the Articles they contribute"*

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Taylor & Francis, in common with the majority of journal publishers, be they commercial or non-profit, prefer authors to assign to Taylor & Francis or the Journal proprietor (such as a learned society for whom we publish) the copyright, in all forms, of papers accepted for publication in our Journals. Our rationale is as follows:

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In some cases copyright will be held by the Author's employer, for example, the British Crown or U.S. Government, where there are no restrictions on access, and the paper will be shown as being under Crown or U.S. Government Copyright. It is essential that authors ensure requisite licenses are secured from such employers once a paper has been accepted for publication. See section 7. below.

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No. Certain 'moral rights' were conferred on authors by the UK Copyright Designs and Patents Act in 1988. In the UK an author's 'right of paternity', the right to be credited whenever the work is published (or performed or broadcast), requires that this right be asserted in writing. In assigning copyright an author is not forfeiting his or her other proprietary rights. Nothing in the copyright transfer agreement is intended to restrict an author's rights as the Author, or in the case of work written by an author during the course of his or her employment, an author's employer's rights, to revise, adapt, prepare derivative works, present orally or otherwise make use of the contents of the Article.

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If the paper is not published in the Journal, the rights revert to the Author as original copyright holder.

**AGREEMENT IN RELATION TO COPYRIGHT IN AN ARTICLE:
YOUR STATUS**

See Publishing Agreement: *"Please indicate if any of the other statements also apply to you"*

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- The Bahamas
- Barbados
- Belize
- Canada
- Grenada
- Jamaica
- New Zealand
- Papua New Guinea
- Saint Kitts and Nevis

- Saint Lucia
- Saint Vincent and the Grenadines
- Solomon Islands
- Tuvalu
- United Kingdom

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(c) I am a U.S. Government employee and there is no copyright to transfer

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See Publishing Agreement: *"I am one of [insert number] co-authors of the Article and confirm I have the consent of my co-authors to sign this agreement on their behalf"*

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See Publishing Agreement: *"a work made for hire"*

9. What is a 'work made for hire'? Would my university class as an 'employer' in this case?

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FUNDING

See Publishing Agreement: "FUNDING"

11. Do I need to declare any funding?

Yes. The name of any/all third party funders must be given in full. In addition, the **full names** and **numbers** of all grants must be given in the acknowledgements section of your manuscript.

For further information, please see our [Disclosure of Conflicts of Interest](#) page.

PUBLISHING RIGHTS

See: [Schedule of Author Rights](#) and [Schedule of Author Rights \(Society titles\)](#).

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See: [Publishing Ethics](#).

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- It should at least be subject to editor oversight.
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