



## **NRC Research Press OpenArticle License Agreement Terms and Conditions**

---

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_

BETWEEN: \_\_\_\_\_ (Day) \_\_\_\_\_ (Month and Year)

**CANADIAN SCIENCE PUBLISHING (CSP)/ÉDITIONS SCIENCES CANADA (ESC),  
operating as NRC Research Press**

**(herein referred to as "NRC Research Press")**

AND:

**Name of Owner (see definition below):**

**Address and affiliation of Owner:**

**(herein referred to as "Owner")**

### **Definitions**

**Article:** A submitted paper, including but not limited to, the text, figures, and tables that constitute the paper.

**Manuscript Number:** The number assigned to the Article at the time of submission.

**Author:** Any person listed as an author of an Article and, therefore, by definition, has contributed substantially to its conception and design, or acquisition of data, or analysis and interpretation of data.

**Owner:** Copyright holder OR authorized signing officer of the institution, government, or corporation who represents the Author(s)' interest in the copyright of the Article.

**Journal:** A periodical published by Canadian Science Publishing under the imprint NRC Research Press and to which the Author(s) has submitted the Article.

**Version of Record:** The published Article after it has undergone copy editing, page composition, and subsequent correction by the author.

---

## The Author(s)

List all authors and affiliations here:

## The Owner(s)

The Author(s) is also the Owner. If the Author(s) does not own the copyright in the Article, state who the Owner is (giving name and address) and state why the Author(s) does not own the copyright in the Article (e.g., the Author(s) wrote the Article in the course of employment with the Owner).

Note that if the Author(s) is the Owner, then where used below, "the Owner" means the Author(s).

**Article title:**

**Manuscript Number:**

**For publication in (Journal title)**

**Funding Agency**

If the article was supported by a grant and is required to be deposited in a funding agency's repository of choice, please include the name of the funding agency here:

**The terms and conditions of this license agreement apply to journal articles published by NRC Research Press, as made available under the NRC Research Press *OpenArticle* policy below.**

### A. NRC Research Press *OpenArticle* Policy

1. The NRC Research Press *OpenArticle* option establishes a fee-based mechanism for NRC Research Press authors, their institution, or their respective research funding agencies to sponsor the open availability of NRC Research Press articles on the Web at the time of online publication.
2. The NRC Research Press will enable unrestricted access to the Article's Version of Record from the NRC Research Press Web site, in exchange for a fixed payment from the corresponding author, co-author, or research sponsor.

## B. License Provisions

1. NRC Research Press will provide the corresponding author, co-author, or licensing sponsor with a copy of the Article's Version of Record in PDF format, or in a digital file format as may be determined at the discretion of NRC Research Press.
2. In consideration of NRC Research Press agreeing to publish the Article, the Owner grants to NRC Research Press for the full term of copyright in the Article and any extensions thereto, subject to Paragraph 3 below, an irrevocable, royalty-free, non-exclusive licence (a) to publish, reproduce, distribute, display, and store the Article in all forms, formats, and media whether now known or hereafter developed (including but without limitation in print, digital or electronic form) throughout the world, (b) to translate the Article into other languages, create adaptations, summaries or extracts of the Article or other derivative works based on the contribution and exercise all of the rights set forth in (a) above in such translations, adaptations, summaries, extracts, and derivative works, (c) to license others to do any or all of the above, and (d) to assign this license. The Owner also grants to NRC Research Press all these same rights, also on a non-exclusive basis, for any supplementary data submitted with the Article to be made available on the Web site.
3. Ownership of the copyright in the material contained in the Article remains with the Owner, and provided that, when reproducing the Article or extracts from it, the Owner shall acknowledge and reference publication in the Journal, the Owner retains the following non-exclusive rights:
  - (a) To post an electronic copy of their submitted Article (pre-print) on their own Web site, an institutional repository, or their funding body's designated archive.
  - (b) To post an electronic copy of their accepted Article (post-print) on their own Web site, an institutional repository, or their funding body's designated archive. Authors who archive or self-archive accepted articles must provide a hyperlink from the Article to the Journal's Web site.
  - (c) To post an electronic copy of the Article's Version of Record on their own Web site, an institutional repository, or their funding body's designated archive. Authors who archive or self-archive the Version of Record must provide a hyperlink from the Article to the Journal's Web site.
  - (d) Subject to the Owner's permission, the Author(s) and any academic institution where they work at the time may reproduce their Article for the purpose of course teaching.
  - (e) To reuse all or part of the Article in other works created by the Author(s) for commercial or noncommercial purposes, provided the original publication in an NRC Research Press journal is acknowledged through a note or citation in a format acceptable to NRC Research Press (see Paragraph 6a below).
4. Despite anything to the contrary contained in this license:
  - (a) This license shall take effect as a non-exclusive license in respect of any parts of the Article as were written by an Author(s) in the course of employment by the Government of a Commonwealth nation and copyright of such parts of the Article shall be reserved to the Crown of the respective Government.
  - (b) This license shall take effect only to the extent permitted by the laws of the United States of America if and to the extent that the Article or any part of the Article was written by an author(s) in the course of employment by the United States Government.
5. Where possible, copyright notices or the display of unique Digital Object Identifiers (DOIs), NRC Research Press or journal logos, bibliographic or other references to NRC Research Press journal titles, Web links, and any other journal-specific "branding" or notices that are included in the Article or that are provided by NRC Research Press with instructions that such must accompany its display, shall not be removed or tampered with in any way.
6. NRC Research Press will enable unrestricted access to the Version of Record of the Article from the NRC Research Press Web site under the terms of the Creative Commons Attribution 4.0 International license (CC BY 4.0), <http://creativecommons.org/licenses/by/4.0/>
  - (a) This license allows others to share (to copy, distribute, and transmit the work), remix (to adapt the work), and to make commercial use of the work under the condition that they acknowledge the original publication with a credit line that includes the following:

*o author, year of publication, article title, journal title, and Digital Object Identifier.*
7. The Owner(s) warrant and represent that:
  - (a) The Author(s) are the sole authors of the materials in the Article. If the Article includes materials of others, the Author(s) have obtained the permission of the owners of the copyright in all such materials to enable them to grant the rights contained herein. Copies of all such permissions have been sent to the editorial or publisher's office.
  - (b) The Author(s) qualify for authorship, and the Article, or its equivalent, has not been submitted for publication elsewhere. If it is accepted for publication by the NRC Research Press, it, or its equivalent, will not be submitted for publication elsewhere.
  - (c) All of the facts contained in the Article are true and accurate.
  - (d) Nothing in the Article is obscene, defamatory, libellous, violates any right of privacy or infringes any intellectual property rights (including without limitation copyright, patent or trademark) or any other human, personal or other rights of any kind of any person or entity or is otherwise unlawful.
  - (e) Nothing in the Article infringes any duty of confidentiality which any of the Author(s) may owe to anyone else or violates any contract, express or implied, of any of the Author(s), and all of the institutions in which work recorded in the Article was carried out have authorized publication of the Article.
  - (f) The Author(s) acknowledges and agrees to abide to the terms and conditions of this License.

8. The Owner authorizes NRC Research Press to take such steps as it considers necessary, in its own absolute discretion and at its own expense, in the Author(s)' name and on their behalf if it believes that a third party is infringing or is likely to infringe copyright in the Article, including but not limited to taking legal proceedings.
9. The Owner hereby consents to the inclusion of electronic links from the Article to third-party material wherever it may be located.
10. The Owner warrants that the Author(s) is:  
the sole Author of the Article and the material in the Article,  
a co-author of the Article and the material in the Article, in conjunction with interests held by co-authors, or their employers,  
an agent of the employer with authority to assign the copyright in the Article and the material in the Article owned by the  
employer, who is:
11. Submission of this Article does not guarantee publication. If the Article is withdrawn, rejected, or not published within 2 years after acceptance, the license is revoked.
12. This license replaces the terms of the NRC Research Press License to Publish or Publishing Agreement Forms.
13. The terms and conditions contained herein set forth the understanding of the parties and may not be modified without the express written consent of both parties.
14. This Agreement shall enure to the benefit of and be binding on NRC Research Press and Owner and their respective heirs, legal representatives, successors and assigns.

On behalf of Owner signed at

(City, Province or State)

on (day/month/year):

Type Owner's full name (include an electronic signature if available):

-----

Owner's signature if being submitted by email:

-----