



AGREEMENT IN RELATION TO COPYRIGHT IN AN ARTICLE FOR A SOCIETY JOURNAL

In order to ensure both the widest dissemination and protection of material published in our Journal, we ask Authors to transfer to the Institute of Marine Engineering, Science & Technology the rights of copyright in the Articles they contribute. This enables our Publisher, on behalf of the Institute of Marine Engineering, Science & Technology to ensure protection against infringement. The transfer of copyright must be clearly stated in writing.

PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION, REVIEW OUR POLICIES, AND CONFIRM YOUR ACCEPTANCE OF THE TERMS OF THE ATTACHED ARTICLE PUBLISHING AGREEMENT BY SIGNING THIS FORM AS INDICATED BELOW.

Article (the "Article") entitled:
Author(s):
To be published in the journal (the "Journal"): Journal of Operational Oceanography

YOUR STATUS

- I am the sole author of the Article
Please indicate if any of the statements below also apply to you:
I am UK, Canadian or Australian Government employee and claim Crown Copyright
I am a US Government employee and there is no copyright to transfer
I am an NIH employee and there is no copyright to transfer. I am not required to sign this form and attach the NIH addendum
I am a contractor of the US Government (includes NIH contractors) under contract number:
I am required to sign this form
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
Please indicate if any of the below also apply to you and your co-authors:
All of my co-authors are UK, Canadian or Australian Government employees and Crown Copyright is claimed/not claimed
One or more of my co-authors, but not all of them, are UK, Canadian or Australian Government employees and Crown Copyright is claimed/not claimed
All of my co-authors are US Governmental employees and there is no copyright to transfer
The work was performed by contractors of the US Government under contract number
The copyright in the Article belongs to my employer (is a 'work made for hire') and I am granting licence to publish as an authorized representative of my employer
Name and job title of assignee if different from the Author named above: .....

FUNDING

- The research reported in the Article was funded by the US National Institutes of Health
The research reported in the Article was funded by a third party other than the US National Institutes of Health
Name of third party funder(s): FUNDAÇÃO PARA A CIÊNCIA E A TECNOLOGIA (PORTUGAL)

ASSIGNMENT OF PUBLISHING RIGHTS

I hereby assign to the Institute of Marine Engineering, Science & Technology the copyright in the above specified manuscript (government authors not transferring copyright hereby assign a non-exclusive licence to publish) and any accompanying tables, illustrations, data and any other supplementary information intended for publication in all forms and all media (whether known at this time or developed at any time in the future) throughout the world, in all languages, for the full term of copyright, to take effect if and when the article is accepted for publication. If I am one of several co-authors, I hereby confirm that I am authorized by my co-authors to grant this Licence as their agent on their behalf. For the avoidance of doubt, this assignment includes the rights to supply the article in electronic and online forms and systems. I confirm that I have read and accept the full terms of the Journal's article publishing agreement attached to this form including my author warranties, and have reviewed the Journal's policies on Author Rights, Publishing Ethics and Conflicts of Interest Disclosure.

Signed: André Fortunato Name Printed: ANDRÉ FORTUNATO
Title and Company (if employer representative): Date: 20160228

Please return the completed and signed original of this form and the Agreement that is attached to it by post or fax to the Publisher. You may email a scanned copy of the signed Agreement for convenience, but please return the original signed copy by post. Please send to the following address:

4 Park Square | Milton Park | Abingdon | Oxon OX14 4RN | UK
| Fax: +44 (0) 207 017 6336



## **ARTICLE PUBLISHING AGREEMENT – COPYRIGHT ASSIGNMENT TO THE INSTITUTE OF MARINE ENGINEERING, SCIENCE & TECHNOLOGY**

### **ASSIGNMENT OF COPYRIGHT**

1. In consideration of the publication of your Article and subject to the provisions of the accompanying publishing agreement information form, you assign to us with full title guarantee all rights of copyright and related rights in your Article. So that there is no doubt, this assignment includes the assignment of the rights (i) to publish, reproduce, distribute, display and store the Article worldwide in all forms, formats and media now known or as developed in the future, including print, electronic and digital forms, (ii) to translate the Article into other languages, create adaptations, summaries or extracts of the Article or other derivative works based on the Article and all provisions elaborated in 1(i) above shall apply in these respects, and (iii) to sub-license all such rights to others. In the event the Article is not accepted and published by us or is withdrawn by you before acceptance by us, the assignment of copyright set out in this agreement shall cease to be effective and all rights assigned by you to us in relation to the Article shall revert to you.

### **PUBLISHER RESPONSIBILITIES ON BEHALF OF THE SOCIETY**

2. The publisher shall prepare and publish your Article in the Journal. We reserve the right to make such editorial changes as may be necessary to make the Article suitable for publication, or as we reasonably consider necessary to avoid infringing third party rights or law; and we reserve the right not to proceed with publication for whatever reason.

### **AUTHOR RIGHTS**

3. You hereby assert your moral rights to be identified as the author of the Article according to the UK Copyright Designs & Patents Act 1988.

4. You are permitted to use the material in the ways described in the Schedule of Author's Rights providing that you meet all the conditions set out in the Schedule. These are rights which are personal to you and cannot be transferred by you to anyone else.

### **AUTHOR WARRANTIES**

5. You hereby warrant that you have secured the necessary written permission from the appropriate copyright owner or authorities for the reproduction in the Article and in the Journal of any text, illustration, or other material. You warrant that, apart from any such third party copyright material included in the Article, the Article is your original work, and does not infringe the intellectual property rights of any other person or entity and cannot be construed as plagiarising any other published work. You further warrant that the Article is not currently under submission to, nor is under consideration by or has been accepted by any other journal or publication, nor has been previously assigned or licensed by you to any third party. Without prejudice to the provisions of Clause 3 above you undertake that the fully reference-linked version of scholarly record will not be published elsewhere without our prior written consent.

6. In addition you warrant that the Article contains no statement that is abusive, defamatory, libelous, obscene, fraudulent, nor in any way infringes the rights of others, nor is in any other way unlawful or in violation of applicable laws.

7. You warrant that wherever possible and appropriate, any patient, client or participant in any research or clinical experiment or study who is mentioned in the Article has given consent to the inclusion of material pertaining to themselves, and that they acknowledge that they cannot be identified via the Article and that you will not identify them in any way.

8. You warrant that you shall include in the text of the Article appropriate warnings concerning any particular hazards that may be involved in carrying out experiments or procedures described in the Article or involved in instructions, materials, or formulae in the Article, and shall mention explicitly relevant safety precautions, and give, if an accepted code of practice is relevant, a reference to the relevant standard or code.

9. You undertake that you will keep us and our affiliates indemnified in full against all loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by us as a result of your breach of the warranties given in this agreement.

10. You affirm that you have reviewed the publishers' Publishing Ethics and Conflicts of Interest Disclosure policies, and will include in the text of the Article an appropriate statement should you have a financial interest or benefit arising from the direct applications of your research.

11. If the Article was prepared jointly with other authors, you warrant that you have been authorized by all co-authors to sign this Agreement as agent on their behalf, and to agree on their behalf the order of names in the publication of the Article. You shall notify us in writing of the names of any such co-owners.

**GOVERNING LAW**

12. This agreement (and any dispute, proceeding, claim or controversy in relation to it) is subject to English law and the jurisdiction of the Courts of England and Wales. It may only be amended by a document signed by the author, society representative and publisher.

