

Example of Exclusive License Agreement (ELA)

This is an example of the Exclusive License Agreement (ELA) that you will be asked to complete if your paper is accepted for publication. This document is for your information only – please **do NOT** complete this version of the form. If your paper is accepted, you will receive further instructions about how to complete the form.

[JOURNAL NAME]

Published by Wiley on behalf of _____ (the "Owner" of the Journal)

or

Published by Wiley (the "Owner" of the Journal)

or

Published by Wiley and _____ (together the "Owner" of the Journal)

EXCLUSIVE LICENSE AGREEMENT

Date:

Responsible Corresponding Author (the "Author") name:

Author email address:

Manuscript number:

Re: Manuscript or work entitled _____ (the "Contribution")

for publication in _____ (the "Journal")

published by _____ ("Wiley")

Dear Author:

Thank you for submitting your Contribution for publication. In order to expedite the editing and publishing process and enable Wiley to disseminate your Contribution to the fullest extent, we need to have this Exclusive License Agreement (the "Agreement") executed. If there are any co-authors of the Contribution ("Co-author"), you must obtain each Co-author's consent to the terms of this Agreement (including the rights granted to Owner) and obtain their signed written permission to execute this Agreement on behalf of the Co-author(s), and you must provide the written permission on request by the Owner or Wiley (where Wiley is not the Owner). If there are no such Co-authors, terms related to Co-author(s) in this Agreement do not apply. If the Contribution is not accepted for publication, or if the Contribution is subsequently rejected before publication, this Agreement will be null and void. **Publication cannot proceed without a signed copy of this Agreement.**

For good and valuable consideration, including the publishing services rendered by Wiley and the mutual covenants and agreements herein, the parties agree as follows:

A. COPYRIGHT LICENSE; COPYRIGHT NOTICE; AUTHORSHIP; PUBLICATION

1. The Author and each Co-Author hereby grants to the Owner, an exclusive license of all rights of copyright in the Contribution during the full term of copyright and any extensions or renewals,

including but not limited to the right to publish; republish; transmit; sell; distribute; and otherwise use the Contribution in whole or in part in electronic and print editions of the Journal and in derivative works throughout the world, in all languages and in all media of expression now known or later developed, and to license or permit others to do so. In addition, the Author and each Co-Author hereby grants to the Owner, during the full term of copyright and any extensions or renewals, the exclusive, worldwide, irrevocable and fully transferable right to use and exploit the Contribution in any manner, including: the rights to reproduce, to distribute (for example in any book format or any digital format), to exhibit, and to make available to the public; the recitation performance, and presentation rights; the broadcasting rights; the rights of communication by video or audio recordings; the rights of communication of broadcasts and of works made available to the public. "Contribution" means the article submitted by the Author for publication in the Journal (including any embedded rich media) and all subsequent versions. The definition of Contribution does not extend to any supporting information submitted with or referred to in the Contribution ("Supporting Information"). To the extent that any Supporting Information is submitted to the Journal, the Owner is granted a perpetual, non-exclusive license to publish, republish, transmit, sell, distribute and otherwise use this Supporting Information, in whole or in part in electronic and print editions of the Journal and in derivative works throughout the world, in all languages and in all media of expression now known or later developed, and to license or permit others to do so. If the Contribution was shared as a preprint or as an accepted manuscript, the Author and each Co-author hereby grants to the Owner exclusivity as to all rights retained by the Author and by each Co-author in the preprint or accepted manuscript.

2. Reproduction, posting, transmission or other distribution or use of the final Contribution in whole or in part in any medium by the Author or any Co-author as permitted by this Agreement requires a citation to the Journal suitable in form and content and must include Title of Article, Author and each Co-author, Journal Title and Volume/Issue, Copyright © [year], copyright owner as specified in the Journal, and Publisher. Links to the final article on the publisher website are required where applicable/possible.

3. If any material contained in the Contribution is the output of Artificial Intelligence Generated Content (AIGC) tools, (a) such tools do not fulfil the role of, nor can they be listed as, an author of Contribution, (b) Author or Co-author will describe its use, transparently and in detail, in the methods, acknowledgement, or equivalent section of the Contribution (provided, however, no such description is needed for tools that are used to improve spelling, grammar, general editing), and (c) Author and each Co-author is responsible for the accuracy of any information provided by any AIGC tool and for referencing any supporting work on which that information depends. The final decision about whether use of an AIGC tool is appropriate or permissible lies with the Journal's editor or other party responsible for the publication's editorial policy.

4. Notwithstanding acceptance, the Owner or Wiley is permitted to require changes to the Contribution, including changes to the length of the Contribution. In addition, the Owner or Wiley is permitted to elect not to publish the Contribution, and/or permitted to retract, withdraw or publish a correction or other notice for a Contribution accepted for publication, if for any reason, in the Owner's or Wiley's reasonable judgment, such publication would be inconsistent with the Core Practices and associated guidelines set forth by the Committee on Publication Ethics (<https://publicationethics.org/core-practices>) or would result in legal liability, violation of Wiley's ethical guidelines, or violation of journal ethical practices.

B. RETAINED RIGHTS

The Author and each Co-author or, if applicable, the Author's or Co-author's Employer, retains, subject to the above-stated license granted to Owner, all proprietary rights, such as copyright; and retains all patent rights in any process, procedure or article of manufacture described in the Contribution. The Author and each Co-author or, if applicable, the Author's or Co-author's employer, may include information and text from the Final Published Version as part of an information package included with software or other products offered for sale or license or included in patent applications. Where material in the Contribution is the subject of a patent application, it is the sole responsibility of the Author and each Co-author, and/or Employer to ensure that the respective patent application is filed prior to any public disclosure, including publication in the Journal.

C. PERMITTED USES BY AUTHOR AND CO-AUTHOR(S)

1. Submitted Version. The Owner hereby licenses on a non-exclusive basis the following rights to the Author and each Co-author in the version of the Contribution as originally submitted for publication (the "Submitted Version"):

a. The right to self-archive the Submitted Version without embargo on: (i) the Author's and each Co-Author's personal website; (ii) the Author's and each Co-author's company/institutional repository or archive; (iii) a Scholarly Collaboration Network (SCN) which has signed up to the STM article sharing principles ("Compliant SCNs," <http://www.stm-assoc.org/stm-consultations/scn-consultation-2015>); and (iv) a not for profit subject-based preprint server or repository. This right extends to both intranets and the Internet. The Author and each Co-author may replace the Submitted Version with the Accepted Version, after any relevant embargo period as set out in paragraph C.2(a) below has elapsed. The Author or each Co-author may wish to add a note about acceptance by the Journal and upon publication the Author or each Co-author must add a Digital Object Identifier (DOI) link back to the Final Published Version.

b. The right to transmit, print and share copies of the Submitted Version with colleagues, including via Compliant SCNs, provided that there is no systematic distribution of the Submitted Version, for example, sharing through a listserv or email distribution list, network (including SCNs which have not signed up to the STM sharing principles) or automated delivery.

2. Accepted Version. The Owner hereby licenses on a non-exclusive basis the following rights to the Author and each Co-author in the version of the Contribution that has been peer-reviewed and accepted for publication, but is not final (the "Accepted Version"):

a. The right to self-archive the Accepted Version on: (i) the Author's and each Co-author's personal website; (ii) the Author's and each Co-author's company/institutional repository or archive; (iii) Compliant SCNs; and (iv) not for profit subject-based repositories such as PubMed Central, each of (i)-(iv) subject to an embargo period following publication of the Final Published Version of either 12 months for scientific, technical and medical (STM) journals or 24 months for social science and humanities (SSH) journals, provided that articles may be deposited in repositories on acceptance but access is subject to the embargo period. There are separate arrangements with certain funding agencies governing reuse of the Accepted Version as set forth at <http://www.wileyauthors.com/funderagreements>. Neither the Author or any Co-author may update the Accepted Version or replace it with the Final Published Version. The Accepted Version posted must contain a legend as follows: This is the accepted version of the following article: FULL CITE, which has been published in final form at [Link to final article]. This article may be used for non-commercial purposes in accordance with the Wiley Self-Archiving Policy (<http://www.wileyauthors.com/self-archiving>).

b. The right to transmit, print and share copies of the Accepted Version with colleagues, including via Compliant SCNs (in private research groups only before the expiration of the embargo period and publicly after expiration), provided that there is no systematic distribution of the Accepted Version, for example, sharing through a listserv or email distribution list, network (including SCNs which have not signed up to the STM sharing principles) or automated delivery.

c. Dual publication in violation of journal ethical practices is not permitted.

3. Final Published Version. The Owner hereby licenses on a non-exclusive basis to the Author and each Co-author the following rights with respect to the final published version of the Contribution (the "Final Published Version"):

a. Copies for colleagues. The personal right to send or transmit individual copies of the Final Published Version in any format to colleagues upon their specific request, and to share copies in private sharing groups in Compliant SCNs, provided no fee is charged, and further provided that there is no systematic external or public distribution of the Final Published Version, for example, sharing through a listserv or email distribution list, network or automated delivery.

b. Re-use in other publications. The right to re-use the Final Published Version or parts thereof for any journal or book publication authored or edited by the Author or any Co-author where such re-used material constitutes less than half of the total material in such publication. In such case, any modifications must be accurately noted.

c. Teaching duties. The right to include the Final Published Version in teaching or training duties at the Author's or any Co-author's academic institution/place of employment including in academic course packs, e-reserves, presentation at professional conferences, in-house training, or distance learning. The Final Published Version may not be used in seminars outside of normal academic teaching obligations (for example, commercial seminars sponsored by pharmaceutical companies). Electronic posting of the Final Published Version in connection with teaching/training at the Author's or any Co-author's company/institution is permitted subject to the implementation of reasonable access control mechanisms, such as username and password. Posting the Final Published Version on the open Internet is not permitted.

d. Oral presentations. The right to make oral presentations based on the Final Published Version.

e. Nothing herein will permit dual publication in violation of journal ethical practices.

4. Article Abstracts, Figures, Tables, Artwork and Selected Text (up to 250 words). The Owner hereby licenses on a non-exclusive basis the following rights to the Author and each Co-author the following rights:

a. The right to re-use unmodified abstracts for any non-commercial purpose. For online uses of the abstracts, the Owner encourages but does not require linking back to the Final Published Version.

b. The right to re-use figures, tables, artwork, and selected text up to 250 words from their Contributions, provided the following conditions are met:

(i) Full and accurate credit must be given to the Final Published Version.

(ii) Modifications to the figures and tables must be noted. Otherwise, no changes may be made.

(iii) The re-use may not be made for direct commercial purposes, or for financial consideration to the Author or any Co-author.

(iv) The re-use does not constitute dual publication in violation of journal ethical practices.

D. COPYRIGHT NOTICE

Owner (and Wiley, where Wiley is not the Owner), the Author, each Co-author, and the company/institution agree that any and all copies of the Final Published Version or any part thereof distributed or posted by them in print or electronic format as permitted herein will include the notice of copyright as stipulated in the Journal and a full citation to the Final Published Version of the Contribution in the Journal as published by Wiley.

E. CONTRIBUTIONS OWNED BY EMPLOYER

1. If the Contribution was written by the Author in the course of the Author's employment as a "work-made-for-hire", the Contribution is owned by the company/institution, which must execute this Agreement (in addition to the Author). In such case, the company/institution hereby agrees to the terms of use set forth in paragraph A above and grants an exclusive license to the Owner of all rights of copyright in and to the Contribution for the full term of copyright throughout the world as specified in paragraph A above.

2. In addition to the rights specified as retained in paragraph B above and the rights granted back to the Author pursuant to paragraph C above, the Owner hereby grants back, without charge, to such company/institution, its subsidiaries and divisions, the right to make copies of and distribute

the Final Published Version internally in print format or electronically on the Company's internal network. Copies so used may not be resold or distributed externally. However, the company/institution may include information and text from the Final Published Version as part of an information package included with software or other products offered for sale or license or included in patent applications. Posting of the Final Published Version by the company/institution on a public access website may only be done with written permission, and payment of any applicable fee(s). Also, upon payment of the applicable reprint fee, the company/institution may distribute print copies of the Final Published Version externally.

F. GOVERNMENT CONTRACTS

In the case of a Contribution prepared under U.S. Government contract or grant, the U.S. Government may reproduce, without charge, all or portions of the Contribution and may authorize others to do so, for official U.S. Government purposes only, if the U.S. Government contract or grant so requires.

(U.S. Government, Governments where the Contribution is subject to Crown Copyright, and other government employees: see terms at end.)

G. AUTHOR'S REPRESENTATIONS

The Author represents that: (i) if the Contribution has multiple authors, the Author has informed each Co-author of the terms of this Agreement (including the grant of rights to Owner in paragraph A above), has obtained their signed written permission to execute this Agreement on their behalf, and will provide such written permission on request by the Owner; (ii) the Author and each Co-author have the full power, authority and capability to enter into this Agreement, to grant the rights and license granted herein and to perform all obligations hereunder; (iii) neither the Author nor any Co-author has granted exclusive rights to, or transferred their copyright in, any version of the Contribution to any third party; (iv) the Contribution is the Author's and all Co-author's original work, all individuals identified as authors actually contributed to the Contribution, and all individuals who contributed are included; (v) the Contribution is submitted only to this Journal and has not been published before, has not been included in another manuscript, and is not currently under consideration or accepted for publication elsewhere; (vi) if any copyrighted material owned by third parties are included in the Contribution, the Author shall obtain written permission from the copyright owners for all uses as set forth in the standard permissions form and the Journal's Author Guidelines, and show credit to the sources in the Contribution; (vii) the Contribution and any submitted Supporting Information contain no libelous or unlawful statements, do not infringe upon the rights (including without limitation the copyright, patent or trademark rights) or the privacy of others, do not breach any confidentiality obligation, do not violate a contract or any law, do not contain material or instructions that might cause harm or injury, and only utilize data that has been obtained in accordance with applicable legal requirements and Journal policies; (viii) there are no conflicts of interest relating to the Contribution, except as disclosed; and (ix) if the Author or any Co-author is a resident of either Iran, Syria, Cuba, Crimea, North Korea, Donetsk or Luhansk, the Contribution has been prepared in the relevant resident's personal capacity during the course of their teaching or research work, in other words not as an official representative or otherwise on behalf of their relevant government or institution.

The Author represents that the following information will be clearly identified in the Contribution: (1) all financial and material support for the research and work; (2) any financial interests the Author or each Co-author may have in companies or other entities that have an interest in the information in the Contribution or any submitted Supporting Information (e.g., grants, advisory boards, employment, consultancies, contracts, honoraria, royalties, expert testimony, partnerships, or stock ownership); and (3) indication of no such financial interests if appropriate.

H. INFRINGEMENT OF COPYRIGHT

If the copyright of the Contribution is infringed, the Author and each Co-author (1) agree that the Owner may (without any obligation) take such steps as it considers necessary to deal with the matter; (2) will co-operate fully with the Owner in any infringement proceedings; and (3) agree to execute any documents and perform any acts reasonably required by the Owner for such purposes. If the Author or any Co-Author is employed by a government agency, the agency agrees

to perform any acts reasonably required by Owner to resolve the infringement issue and the foregoing rights granted to the Owner apply only to the extent permitted under the governing law of that agency.

I. USE OF INFORMATION

The Author and each Co-author acknowledge that, during the term of this Agreement and thereafter, the Owner (and Wiley where Wiley is not the Owner) may process the Author's and Co-author's personal data, including storing or transferring data outside of the country of the Author's and Co-author's residence and sharing data with service providers, in order to process transactions related to this Agreement and to communicate with the Author and each Co-author, and that Owner (and Wiley where Wiley is not the Owner) has a lawful basis in processing the Author's and each Co-author's personal data. By entering into this Agreement, the Author and each Co-author agree to the processing of the Author's and each Co-author's personal data.

Wiley shall comply with all applicable laws, statutes and regulations relating to data protection and privacy and shall process such personal data in accordance with Wiley's Privacy Policy located at <https://www.wiley.com/en-us/privacy>.

This Agreement constitutes the entire agreement and complete understanding of the parties and supersedes all other agreements relating to the Contribution. No modification or waiver of any provision shall be valid unless in writing and signed by both parties. By signing this Agreement, I agree to this Agreement and, where execution and delivery of the Agreement is electronic, I agree to such electronic execution and delivery, and that an electronic signature will be given the same legal force as a handwritten signature. This Agreement may be executed in any number of counterparts, each of which when executed and delivered constitutes a duplicate original, and all the counterparts together constitutes the Agreement.

In cases where multiple options apply, one Author can sign on behalf of Co-Authors in the same category. For articles with Authors employed by multiple government agencies, companies, or organizations, one signature is needed per agency/company/organization – uploading a separate file for each group is acceptable. Where there is a government-employed Author and a non-government employed Author, each such Author must sign.

If your status as a government or non-governmental/intergovernmental organization employee legally prevents you from signing this Agreement, please contact cs-author@wiley.com.

SIGN HERE. YOU MUST SELECT ALL APPLICABLE OPTIONS BY CHECKING THE BOX(ES) BELOW. NOTE WHERE ADDITIONAL INFORMATION OR SIGNATURES MAY BE REQUIRED.

Author's signature:

Date: _____

YOU MUST MAKE AT LEAST ONE SELECTION:

Author-owned work

Where an Author owns the copyright in the Contribution, the Author would select this option. In most academic and healthcare institutions, faculty own the copyright for articles that they have authored. Please check whether different policies apply in your institution.

Select this option:

U.S. Government work

A Contribution prepared by a U.S. federal government employee as part of the employee's official duties, or which is an official U.S. government publication, is called a "U.S. government work", and is in the public domain and therefore there is no copyright to transfer under U.S. law, though there would be copyright transferred under the law of other jurisdictions. If the Contribution was not prepared as part of the employee's duties, it is not a U.S. government work.

If at least one author is **not** a U.S. government employee, the Contribution is not a U.S. government work. A signature is still needed on behalf of U.S. government employees.

Select this option:

Works by an employee of a government where the Contribution is subject to Crown Copyright

The rights in a Contribution prepared by an employee of a government department, agency or other Crown body as part of his/her/their official duties, or which is an official government publication, belong to the Crown and if applicable, must be made available under the terms of the Open Government Licence. Authors must ensure they comply with departmental regulations, and by signing this form they are asserting that they have the appropriate authorisation to publish.

If at least one author is **not** a government employee, Crown Copyright only applies to those authors that are government employees of the countries in which the copyright subsists by their Contribution to the work.

Select this option:

Signature of Authorized Representative:

Date: _____

Company/institution-owned work (made for hire in the course of employment)

Select this option:

Name of Company/Institution:

Authorized Signature of Employer:

Date: _____

Other ownership (including other Governments, Intergovernmental Organizations (IGOs), and Non-Governmental Organizations (NGOs))

Employees of all other governments/organizations can select this option.

Select this option:

Name of Government/Organization:

Signature of Authorized Representative:

Date: _____

SAMPLE