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Contributor Agreement, Copyright and Permissions

Journal Contributor's Publishing Agreement

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FAQs: Copyright

Q1 – What is an exclusive licence agreement?

A – With an exclusive licence you retain copyright. Your work is credited as © The Author(s) but you license the control of all rights exclusively to SAGE or, where relevant, a society or other proprietary publishing partner. This means that all licensing requests including permissions are managed by SAGE.

Q 2 – Why do we require an exclusive licence agreement?

A – We seek to bring your article to the widest possible readership. An exclusive licence helps us ensure adequate protection against infringement of copyright protected material through breach of copyright or piracy anywhere in the world. It also ensures that requests by third parties to reprint or reproduce a contribution, or part of it in any format, are handled efficiently in accordance with general policy which encourages dissemination of knowledge inside the framework of copyright.

Q 3 – Who owns the copyright in your article?

A – If you have written your article yourself, or with co-authors, and you have not been commissioned to write the article by someone else (either by a government agency, your employer or any other party) you (and any co-authors) will hold the copyright in your article. If you have written the article in the capacity of your role at work or your contract of employment you may not hold copyright in your article, and you will need to check the relevant box on your Contributor Agreement. Please see below for further information.

Q 4 – What if I have co-authors contributing to this article?

A – You must ensure that you have their consent to submit the article for publication and that you have the right to sign the Contributor Agreement on their behalf. Or, if they prefer, you may all sign either one copy of the the form before returning it, or each author may sign and return their own copy.

Q 5 – What if my employer holds the copyright in my work?

A –You need to check the relevant box on your Contributor Agreement and have your employer sign the Contributor Agreement too.

Q 6 – What if I am a government employee?

A – a) If you are a UK , Canadian, Australian or British Commonwealth government employee, you just need to check the regular 'work made for hire for employment box' and have your manager sign the Contributor Agreement too.
b) If you are a US federal employee, please check with your manager, but your work should be in the public domain, so not in copyright and therefore not assignable. Please check the relevant box on the form.

Q 7 – What are my rights as author?

A – It is important to check the policy for the journal to which you are submitting or publishing to establish your rights as Author. SAGE's standard policies enable without the need to request permission the following rights:

- You may circulate or post on any repository or website the version of the article that you submitted to the journal (i.e. the version before peer-review) – 'version 1'.
- You may post on any non-commercial* repository or website* the version of your article that was accepted for publication – 'version 2'. The article may not be made available earlier than 12 months after publication in the Journal issue and may not incorporate the changes made by SAGE after acceptance.
- You may re-publish the whole or any part of the Contribution in a book written, edited or compiled by you provided reference is made to first publication by SAGE. The article may not be made available earlier than 12 months after publication in the Journal issue without permission from SAGE.
- You may make photocopies of the published article for your own teaching needs or to supply on an individual basis to research colleagues on a not-for-profit basis.
- You may not post the final version of the article as published by SAGE or the SAGE-created PDF – 'version 3'.
- All commercial requests or any other re-use of the published article should be forwarded to SAGE.

For further information about permissions please [click here](#).

Q 8 – Can I publish my article open access in the SAGE Open Scheme?

A – SAGE offers optional, funded open access in a number of journals. To view a current list, link to the further information below. For these journals, you will be invited to select this option on acceptance of your article. More information is available by linking to [SAGE Open FAQ](#). The SAGE Open Access Publishing Agreement enables distribution of your article under the terms of the Creative Commons Attribution Non-Commercial License (<http://creativecommons.org/licenses/by-nc/2.0/uk/>) which permits unrestricted non-commercial use, distribution and reproduction in any medium, provided the original work is properly cited.

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FAQs: Contributor Agreement

Q 9 – Can I fax my Contributor Agreement, send a scanned PDF of my signed Agreement or send an electronic signature?

A – You can do any of these. Your Contributor Agreement may be signed and executed in the following ways:

- Traditional hard copy – please sign and return the Agreement to SAGE.
- By fax – please sign and fax a copy of the Agreement to SAGE.
- By e-mail – a scanned hard copy of the Agreement with your signature on it or a digital original copy with your electronic signature are equally acceptable.
- Additionally some SAGE journals have instituted an online submission and review system known as **SAGETRACK**. This system will allow you to agree to the terms and conditions of the Journal Publishing Contributor's Agreement online and will automate the return of your contributor agreement.

Q 10 – When do I need to submit my signed Contributor Agreement?

A – You will receive a Contributor Agreement upon acceptance of your article which should be signed and returned as soon as possible to prevent any delays in the production process for your article. Without the signed form we will be unable to publish the article.

Q 11 – Why do I need to indemnify the Journal and SAGE?

A – It is standard for all SAGE contributors to make certain warranties to the Journal and SAGE Publications. This is simply because as the author of the article you are the only person who can assure us that the article we are publishing is your own work, and does not infringe the rights of anyone else.

Q12 – What is the Declaration of Conflicting Interests?

A – A Declaration of Conflicting Interests policy refers to a formal policy a journal may have to require a conflict of interest statement or conflict of interest disclosure from a submitting or publishing author. Please [click here](#) for further information.

Q13 – Does the Contributor Agreement enable me to comply with particular funder and institutional mandates including the NIH?

A – Yes, SAGE Contributor Agreements allow all authors to publish in full compliance with most currently known funding body and institutional open access archiving mandates. Exceptions are covered by the [SAGE Open](#) scheme. Please also refer to [your rights as author](#), above.

Q14 – What if my employer or research funding body requires I submit an addendum to my Contributor Agreement?

A – If you are required to submit an addendum by your employer or research funding body, please [click here](#) make your request via email indicating the name of the journal, the title of your paper and the details of the request.

Q15 – Do I need to sign a Contributor Agreement if I am publishing my article open access in the SAGE Open Scheme?

A – If you are opting to make your contribution open access in a journal eligible for the SAGE Open scheme you need to sign a SAGE Open Publishing Agreement. See above for [more information](#).

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FAQs: Permissions

Q 16 – What if I want to re-use material from another source in my article?

A – If your work does not qualify for a fair dealing exception (please see below) you will need to clear permission for all third party material you intend to include: direct text extracts, tables, or illustrations that have appeared in copyrighted material must be accompanied by written permission for their use from the copyright owner and original author along with complete information as to source.

Where possible, photographs of identifiable persons should be accompanied by signed releases from these people showing informed consent. This is particularly important for children and essential if photographs feature situations where privacy would be expected. Articles appear in both the print and online versions of the journal, and wording of the permission licence must specify permission in all formats and media. Failure to get electronic permission rights will result in the images not being included at all in your article. If you are unsure whether you need to clear permission, please contact SAGE's Rights & Permissions Department (contact details below) for assistance.

There are some occasions where permission is not required for re-use of material from another source. The most important of these is 'fair dealing' (or 'fair use' in the USA.)

Q 17 – What is 'fair dealing', and what does it cover?

A – UK law provides that copyright will not be infringed by 'fair dealing' but it does not define what 'fair dealing' itself means. It has come to be interpreted as referring to the way material is used, as well as the intention of the person using it. However, use of third party material must qualify as fair dealing *for a particular purpose*.

There are a number of these purposes specified in UK law but the most relevant one for us is **Fair Dealing for Criticism or Review**. What constitutes 'fair dealing for Criticism or Review'?

First of all use of third party material must be 'Fair'. That means: not systematic and not conflicting with the rights of the copyright holder or affecting their ability to benefit from the work:

- There is no set amount of material allowed or forbidden. But the use cannot be systematic or excessive. Do not rely on wordcounts.
- You must always make proper acknowledgment to the original copyright work.

Criticism or review:

- The third party material used must be discussed in the context of criticism or review. This is an essential component providing a justification for fair dealing.
- There is no legal definition of criticism or review but it's likely that there would be a fairly liberal interpretation by the Courts.
- Mere illustration or 'window dressing' is ruled out. A good question to ask is whether your work would stand up if the material was deleted? **If so**, it is unlikely to be for criticism and review. For example, use of material for an epigram would not be fair dealing.
- This defence can only be used in United Kingdom law in conjunction with published works.
- Permission is always required if you wish to modify or make changes to the third party material because all authors have moral rights under European law.

If you are in any doubt as to whether or not you can use the material as 'fair dealing' you should clear permission, or leave the material out.

Please note, this is SAGE's working view of a relatively untested area of the law.

For more definitive guidelines please consult the British Academy/Publishers Association Joint Guidelines on Copyright and Academic Research: <http://www.britac.ac.uk/reports/copyright-guidelines/>

Q 18 – Is there any specific wording I should use in my letter requesting permission?

A – In order to be able to publish your work in the print and online versions of your article we require permission to be granted for worldwide rights to reproduce in all media in all formats. **A template letter requesting permission can be found [here](#).**

Q 19 –Is there any article use or re-use that does not require permission from SAGE?

A – Yes, please [click here](#) to review your rights as author.

Q 20 – How can I contact the Rights & Permissions department at SAGE?

by email: journals-permissions@sagepub.co.uk

by post: Rights & Permissions Department

SAGE Publications

1 Oliver's Yard

55 City Yard

London,

EC1Y 1SP, UK

by fax: +44 (0)20 7324 8600 marked for the attention of the Rights & Permissions Department

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