Contributor Agreement, Copyright and Permissions

Journal Contributor's Publishing Agreement

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FAQs

Copyright

- What is an exclusive licence agreement?
- Why do SAGE require an exclusive licence agreement?
- Who owns the copyright in your article?
- What if I have co-authors contributing to this article?
- What if my employer owns the copyright in the work?
- What if I am a government employee?
- What are my rights as author?
- Can I publish my article open access in the SAGE Open scheme?

Contributor Agreement

- Can I fax my Contributor Agreement, send a scanned PDF of my signed Agreement or send an electronic signature?
- When do I need to submit my signed Contributor Agreement?
- Why do I need to indemnify the Journal and SAGE?
- What is the Declaration of Conflicting Interests?
- Does the form enable me to comply with particular funder and institutional mandates including the NIH?
- What if my employer or research funding body requires I submit an addendum to my Contributor Agreement?
- Do I need to sign a Contributor Form if I am publishing my article open access in the SAGE Open scheme?

Permissions

- What if I want to re-use material from another source in my article?
- What is "fair dealing", and what does it cover?
- Is there any specific wording I should use in my letter requesting permission?
- Is there any article use or reuse that does not require permission from SAGE?
- How can I contact the SAGE Permissions department?

FAQs: Copyright

http://www.uk.sagepub.com/authors/journal/permissions.sp
A – If you are a UK, Canadian, Australian or British Commonwealth government employee, you just need to check the regular 'work
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
made for hire for employment box' and have your manager sign the Contributor Agreement too.

Q 7 –
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
Q 4 –
A – 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
Q 3 –
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 –
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
(whether 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 they 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 Agreement 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 the 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.
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- 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
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use, distribution and reproduction in any medium, provided the original work is properly cited.

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.

Q 12 – 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.

Q 13 – 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 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.

Q 14 – 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 to make your request via email
indicating the name of the journal, the title of your paper and the details of the request.

Q 15 – 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.

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 less so if photographs feature situations where privacy would be expected.

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for assistance.

http://www.uk.sagepub.com/authors/journal/permissions.sp

Page 2 of 3 Welcome to Sage
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**.

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.
- Here 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/](http://www.britac.ac.uk/reports/copyright-guidelines/)

Q 18 – 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.

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