

EAGE Publications

Journal Submission Form (Gold Open Access)

By signing this form the undersigned (hereinafter: **Author**) grants EAGE Publications B.V. (hereinafter: **Publisher**) the exclusive publication rights regarding author's publication specified below (hereinafter: the **Work**).

Note: this concerns Publisher's Gold Open Access journal submission form, in which case a fee is due to Publisher. Other forms are available for Green Open Access licenses and non-Open Access Works.

The Author

Name:

Address:

E-mail:

Names of co-authors (if applicable):

Name and address of the owner of the Intellectual Property Rights (if applicable):

The Work

Title:

The Journal:

Name of the Journal: First Break

Author declares the following

1. Publishing rights

1.1. Author hereby grants to Publisher the exclusive publishing rights in relation to the Work, notwithstanding the Open Access rights of the Author pursuant to clause 2. To this effect, Author grants Publisher a worldwide exclusive perpetual and non-cancellable license to all Intellectual Property Rights regarding the Work.

1.2. The publishing rights as defined in clause 1.1. include – but are not limited to – the following:

- (i) the right to make the Work available to the public in print or in digital format, including – but not limited to – the right to publish the Work in the Journal mentioned above and other journals of Publisher, and through any of its digital platforms including EarthDoc;
- (ii) the right to promote, sell, distribute or otherwise (commercially) exploit the Work;
- (iii) the right to make the Work fit for publication, including the right to amend the layout and title and to translate the Work in any language;

Initial Author: _____

- (iv) the right to duplicate the Work;
- (v) the right to grant (sub)licenses to third parties and to engage the services of third parties, explicitly including the companies within the group structure of Publisher;
- (vi) the right to register the Work with collective rights organizations (such as the Copyright License Agency (UK), the Copyright Clearance Center (USA) and Stichting Pro/Stichting Reprorecht (the Netherlands));
- (vii) any future and/or currently unknown means of exploitation of the Work by Publisher.

- 1.3. The term **Intellectual Property Rights** has the following meaning: all worldwide intellectual property and similar or related rights in the broadest sense of the term, or any entitlement thereto, especially those including – but not confined to – (1) copyrights, (2) portrait/image rights, (3) database rights, (4) design rights, (5) trademark rights, and (6) knowhow – including all powers related to these intellectual property rights, such as the exclusive rights to reproduce and make available to the public – and including any future Intellectual Property Rights, which is also deemed to refer to all entitlements which relevant national and international legislation accords or may accord to them.
- 1.4. The name of the Author and (if applicable) the name of the co-authors and/or owner of the Intellectual Property Rights as filled in above will be mentioned in the published Work, unless this cannot be reasonably be required.
- 1.5. This form constitutes a documented license [akte] as referred to in clause 2 under 3 of the Dutch copyright act [Auteurswet]. The Author shall cooperate at first request of EAGE and free of charge with the fulfilment of any legal formalities required for the grant of license.

2. Open Access rights and fee

- 2.1. Author will pay a fee of €2000 to Publisher to publish the Work as a Gold Open Access Work pursuant to clause 2.2. and 2.3.
- 2.2. Publisher shall upon first publication of the Work pursuant to clause 1 of this form, also make the Work available as a Gold Open Access Work. This means that the Work will be made available to the public free of charge. The Work can be read and/or downloaded in the same lay-out as the Work published in the Journal.
- 2.3. The Author has the right to make the Work available to the public after first publication of the Work by Publisher, under the condition that the Work contains a full reference to the source of the first publication by Publisher (i.e. the name, issue and year of publication of the Journal, the website of the Journal and the name of Publisher). The Author is also allowed to commercially exploit the Work. The Author is allowed to use the edited version of the Work, but is not allowed to make changes to this edited work.

3. Delivery and acceptance

- 3.1. Author agrees to deliver to Publisher a complete draft of the Work. This includes the text of the Work in Word format and all other materials (such as images, data, tables, diagrams, graphics,

maps or any other illustrative material) in electronic form. Any delivered materials should be in publishable (high resolution) format and comply with Publisher's guidelines as published on Publisher's website.

- 3.2. If the Work contains any materials (see examples in the previous clause) that are not created by Author or to which any third party can claim any Intellectual Property Rights or other rights, Author will provide Publisher with a written confirmation from such party that these materials may be used by Publisher and a royalty-free license is provided therefore.
- 3.3. If the Work contains quoted texts from other works these quotes need to comply with the copyright legislation applicable to quotes. At least the following conditions apply: the quoted work has already been lawfully published, only a reasonable portion of the original work is quoted, the persona rights of the original authors are respected, a proper reference to the original work is made in the foot notes, and the quote is used with a legitimate interest – for instance to discuss the quoted material or support the statements of the Author.
- 3.4. Publisher has the right to decide at its sole discretion not to publish the Work or to cease/withdraw the publication of the Work, in which case Publisher is not liable for any costs and/or damages resulting from this decision. If the Publisher decides not to publish the Work at all, any fee paid by the Author in accordance with clause 2.1. will be refunded.
- 3.5. In case Publisher confirms that the Work will not be published in the Journal mentioned above, the license pursuant to article 1 will become non-exclusive. This means that the Author is allowed to publish the Work elsewhere.

4. Royalty-free license

The publication rights and license as defined in article 1 of this form concerns a royalty-free license, which means that Author is not entitled to any compensation. Author agrees with a royalty-free license because the Publisher gives the Author the opportunity to publish his Work in a renowned journal and the Publisher does not charge any costs for this publication, for instance for editing or adding (colour) pictures to the Work. Furthermore, the Work can be published by the Author as an Open Access Work for which the Author pays a fee.

5. Warranties and indemnities

- 5.1. Author undertakes and warrants that nothing prohibits the publication and exploitation of the Work pursuant to the license granted under article 1 of this form. More specifically, Author undertakes and warrants that:
 - (i) Author either owns, or is entitled to the use on the basis of a documented license, all Intellectual Property Rights or other rights pertaining to the Work and all materials included in the Work. In case the Author is entitled to use the Intellectual Property Rights on the basis of a license (for instance in case the employer is the owner), the Author will prove this (for instance by providing a copy of a written agreement, a written confirmation or a signature of approval under this form). In case of co-authors, article 7 of this form applies;

- (ii) the Work has not been published before, nor that any license to publish the Work has been granted to any other party;
- (iii) no rights of third parties, including but not limited to Intellectual Property Rights or any civil rights, will be infringed by the publication or exploitation of the Work;
- (iv) the Work does not contain any libelous matter and the Work is not defamatory or obscene;
- (v) the Work does not contain any faulty or illegal information or information that brings Publisher or other third party into disrepute.

5.2. Author shall fully indemnify Publisher and hold Publisher harmless for any costs and damages (direct or indirect) of Publisher in case of any non-compliance with the warranties mentioned in this article.

5.3. Author is fully responsible and liable for the contents of the Work. Publisher shall have no obligation to verify the contents of the Work or any other materials supplied by Author or to verify if publication thereof may cause any damages to (third) parties. The decision of Publisher to publish the Work or any other approval of the Work shall not be construed as an approval of the contents or confirmation of its legality.

6. Liability

6.1. To the fullest extent permitted by law, Publisher shall under no circumstances be liable for any indirect, consequential, special, exemplary, incidental or punitive damages, such as loss of (future) profits or other economic loss, damages for delay, third party claims and suchlike.

6.2. Publisher's total liability – including liability arising out of the publication of the Work, negligence, tort or warranty – shall be confined to the amount as paid out by the liability insurance of Publisher in the case concerned, and in case such damages are not insured or paid by the insurance company the total liability from Publisher towards Author shall be confined to an amount of € 50,000.00 (fifty thousand euros).

7. Infringement of Intellectual Property Rights

If the Intellectual Property Rights pertaining the Work are infringed, Publisher is granted the right to take such legal action as may be required to restrain such infringement or to seek damages and claim the profits made by the infringing party therefore. Such actions shall be taken at the sole discretion of Publisher and at its own cost and expense. Publisher is not obliged to take any legal action. Author herewith grants Publisher a power of attorney to take such legal measures. If Author wants to take legal actions on Author's own account, parties will discuss the approach of such matter.

8. Multiple authors

In case the Work is written by multiple authors as indicated by the Author of page 1 of this form, Author warrants that its co-authors agree with the publication and exploitation of the Work

pursuant to article 1 and 2 of this form. Notwithstanding this warranty, Author will ensure that its co-authors will also sign this form.

9. Miscellaneous

- 9.1. Publisher is allowed to assign its rights and obligations granted in this form to a third party, including a company within its group structure (for instance a mother, daughter or sister company). Author will – for as far as necessary – cooperate with such assignment.
- 9.2. This form shall be binding upon and inure to the benefit of the heirs, executors, administrators and assigns of Author, and upon and to the successors and assigns of Publisher.
- 9.3. This form is solely governed by and construed in accordance with the laws of the Netherlands. The application of the United Nations Convention on Contracts for the International Sales of Goods is precluded.
- 9.4. Any dispute arising between Author and Publisher pursuant or otherwise in relation to this form, which is deemed to include any that is regarded as such by either party, shall be resolved as much as possible through close consultation. In the event that parties are unable to resolve the dispute, it shall be adjudicated by a competent court of law in the city of Utrecht, the Netherlands, unless Publisher chooses to institute proceedings against Author before a competent court of law in Author's country of residence.

Thus agreed and signed by Author,

Date:

Place: