

Date: [_____]

To: Director Publications
BENTHAM SCIENCE PUBLISHERS LTD
Executive Suite Y-2
PO Box 7917, Saif Zone
Sharjah
UNITED ARAB EMIRATES

Fax: +971-6-557-1134 (UAE)
Email: benthams@emirates.net.ae

Dear Sir

Re: BENTHAM OPEN - Open Access Publishing Agreement

Please find attached a copy of the Bentham Science Publishers Ltd (“Bentham Open”) terms and conditions (“*Open Access Publication Terms & Conditions*”) for open access publishing via Bentham Open, along with related Schedules including a schedule setting out details of the subject copyright work (the “Work”), namely:

TITLE OF WORK: [INSERT]

I am the Principal / Corresponding Author of the Work, and my contact details are found in the signature block below.

In order to submit the Work for publication on an open access basis via Bentham Open, I understand that:

- it is necessary to complete and submit this Copyright Letter, along with the *Open Access Publication Terms & Conditions* and the attached Schedules;
- the Copyright Letter, along with the *Open Access Publication Terms & Conditions* and the attached Schedules, together comprise the agreement between myself and Bentham Open relating to the publication of the Work; and
- the terms of the *Creative Commons Attribution 4.0 International Public License* (CC-BY 4.0), along with the other terms and conditions found in the Copyright Letter, the *Open Access Publication Terms & Conditions* and Schedules, apply to the publication of the Work via Bentham Open.

I have signed and dated this Copyright Letter, the *Open Access Publication Terms & Conditions*, and the Schedules. Please have these documents countersigned on behalf of Bentham Open, and return a copy to me by email at your nearest opportunity.

Yours faithfully

Name:

Principal / Corresponding Author of the Work (“Corresponding Author”)

Affiliation:

Address:

Fax:

Email 1:

Telephone:

Email 2:

OPEN ACCESS PUBLICATION TERMS & CONDITIONS

1. BACKGROUND

- 1.1. The "Work" is the research article, review article, letter, clinical trial study, report, article, or other copyright work, as identified in the Copyright Letter and further detailed in *Schedule 1: Details of the Work* (including such form of the copyright work submitted to Bentham Open for publication pursuant to clause 4, below), but excluding (except where context otherwise requires) any diagrams, figures or illustration specifically identified to Bentham Open pursuant to clause 3.3, below.
- 1.2. Bentham Open and the Corresponding Author agree that these Open Access Publication Terms & Conditions, along with the details set-out in the Copyright Letter and in the Schedules, comprise the agreement between the parties relating to Work (the "Agreement").

2. AUTHORS

- 2.1. The individual/s identified in *Schedule 2: Authors* are the authors of the Work ("Author/s"). The Corresponding Author represents and warrants that he or she has full right and power to enter into this Agreement, and (where the Corresponding Author is not the sole author) that the Author/s of the Work consent and agree to the terms of this Agreement and have irrevocably granted all rights in the Work to the Corresponding Author in order to allow Bentham Open to publish the Work in accordance with the terms of this Agreement. Upon request from Bentham Open, the Corresponding Author shall at his/her own expense provide written evidence of the same to Bentham Open.
- 2.2. The Corresponding Author represents and warrants that the Author/s have, to the fullest extent permitted by applicable law, waived or undertaken to refrain from enforcing against Bentham Science, their moral rights in the Work. Upon request from Bentham Open, the Corresponding Author shall at his/her own expense provide written evidence of the same to Bentham Open.

3. COPYRIGHT LICENCE

- 3.1. The Corresponding Author retains ownership of the copyright in the Work, and hereby warrants that the copyright in the Work is licensed under the terms of the *Creative Commons Attribution 4.0 International Public License* (CC-BY 4.0), a copy of which is available at: <https://creativecommons.org/licenses/by/4.0/legalcode>, wherein (for the purposes of this Agreement) references to the "Licensor" shall be understood as references to the Corresponding Author, and references to "You" shall be understood as references to Bentham Open.
- 3.2. Bentham Open may commercially exploit any and all copyright in the Work, world-wide, in any format whatsoever. For the avoidance of doubt, and without limitation, the rights granted to Bentham Open by the Corresponding Author pursuant to this Agreement include the right to sell reprints of the Work and/or bespoke publications of the Work (including, without limitation, in combination with other works) in any format (including, without limitation, digital and/or hard copy print), and the Corresponding Author hereby acknowledges and agrees that the proceeds of such sales shall be entirely to Bentham Open's own account.
- 3.3. To the extent that copyright in any of the diagrams, illustrations or figures incorporated into the Work does not belong to the Corresponding Author, the Corresponding Author undertakes to specifically identify such diagrams, illustrations or figures to Bentham Open, and to procure (and warrants that it has procured) for Bentham Open

such rights as will enable Bentham Open to use (without limitation) such diagrams, illustrations and figures, without restriction, in the course of publishing the Work. Where context requires, references to "Work" in this Agreement shall include references to such diagrams, illustrations or figures.

- 3.4. Bentham Open may charge, assign and/or license the benefit of this Agreement in whole or in part, including (without limitation) any and all rights licensed to Bentham Open hereunder, and the benefit of any representations, warranties, indemnities and undertakings of the Corresponding Author, to any third party.

4. DELIVERY AND PUBLISHING

- 4.1. Bentham Open offers publishing via a variety of methods. The parties agree that, at a minimum, and subject to the payment of the Fee by the Corresponding Author (as set out in *Schedule 3: Publishing*) and the other terms of this Agreement, the Work shall be published in the manner specified, and on the commercial terms specified, in *Schedule 3: Publishing*.
- 4.2. The Assignor may, if so specified in the space provided in *Schedule 1: Details of the Work*, opt to have Bentham Open, or its third party contractor, provide a short animated video summarising the salient aspects of the Work, on the basis that all rights, title and interest in such short animated video shall become part of the Work for the purposes of this Agreement. The provision of such service by Bentham Open or its third party contractor shall be subject to the prevailing terms and rates relating to such service. Such animated video shall be made available, by Bentham Open, on an open access basis under the terms of the *Creative Commons Attribution 4.0 International Public License* (CC-BY-NC-ND 4.0), a copy of which is available at <https://creativecommons.org/licenses/by-nc-nd/4.0/>, and Bentham Open shall retain all rights to exploit the video commercially.
- 4.3. The Corresponding Author undertakes to provide to Bentham Open, by the deadline specified in *Schedule 1: Details of the Work* (the "Submission Deadline"), an electronic copy of the Work in a high-quality, professionally prepared, production-ready format. The Corresponding Author undertakes to ensure that all pages of the Work so submitted have been proof-read carefully, and that all diagrams, illustrations, figures and captions, are of excellent quality, with regard to both substance and form.
- 4.4. The Corresponding Author represents and warrants that the Work has been prepared in accordance with the relevant Guidelines, and checked for all possible linguistic inconsistencies and errors, including grammar, style and typography, by someone with a high command of the English language and familiarity with academic writing in the English language. ("Guidelines" means the Instructions for Authors available on the Bentham Open website, as well as the Aims & Scope applicable to the relevant Bentham Open publication.) Bentham Open's nominated service provider, Bentham Open, offers English language support services which Assignor may elect to utilise in respect of the Work by completing the applicable box in *Schedule 1: Details of the Work*. The provision of such services by Bentham Open shall be subject to Bentham Open's prevailing terms and rates relating to such type of optional support.

- 4.5. In the space provided in *Schedule 1: Details of the Work*, the Corresponding Author shall disclose whether or not the Work reports experiments involving humans or animals.
- 4.6. Bentham Open shall be entitled to carry-out such minor amendments or adjustments to the Work as it considers necessary in order to ensure conformity with Bentham Open's production and presentation requirements. If Bentham Open notifies the Corresponding Author that the Work requires amendments or adjustments beyond what Bentham Open considers to be minor, then the Corresponding Author may opt to either: i. address such issues directly (within a reasonable timeframe specified by Bentham Open), or ii. instruct Bentham Open to address such issues. If the Corresponding Author instructs Bentham Open to address the issues, Bentham Open's terms and rates relating to this type of optional support shall apply, and Bentham Open shall confirm the likely costs to the Corresponding Author before commencing any such work.
- 4.7. For quality monitoring purposes, Bentham Open will seek a review of the Work by specialists familiar with the subject matter. The Corresponding Author acknowledges and agrees that acceptance of the Work by Bentham Open and publication of the same shall be subject to positive peer review by independent referees.
- 4.8. Nothing in this Agreement shall restrict Bentham Open from publishing and marketing the Work in any manner (including via third parties such as third party aggregators). Bentham Open reserves the right to refrain from publishing the Work, or to withdraw the Work from circulation following publication, at its own discretion. Without limitation, Bentham Open may exercise this right if it determines that the Work contains language errors that exceed 5% or more of the total Work (based on total word count), if the work fails to conform with Bentham Open's production and presentation requirements, if the work attracts undesirable or negative publicity that Bentham considers may impact on the reputations of the Author/s or Bentham Open, and/or for its own commercial reasons.
- 5. SELF-ARCHIVING POLICY**
Authors may self-archive their accepted manuscripts as well as published manuscripts on their personal websites, institutional repository like PMC or a cross-institutional subject repository like arXiv.org, in accordance with CC-BY 4.0, and all Works so archived should be accompanied by reference to the appropriate Bentham Open reference for the Work.
- 6. CONFLICTS**
The Corresponding Author shall disclose, in *Schedule 1: Details of the Work*, details relating to all actual or potential conflicts of interest relating to the Work, and all financial contributions relevant to the Work and its publication pursuant to this Agreement. If requested by Bentham Open, the Corresponding Author shall provide Bentham Open with any further information Bentham Open may request in respect of such matters.
- 7. WARRANTIES**
The Corresponding Author warrants and undertakes that, as at the date of this Agreement:
- (a) the Work does not contain any plagiarism; the Work is the original work of the Author/s, and has not been copied wholly or substantially from any other work or material or any other source. the Work does not contain any plagiarism; the Work is the original work of the Author/s, and has not been copied wholly or substantially from any other work or material or any other source. Bentham Science Publishers uses the iThenticate software to detect instances of overlapping and similar text in submitted manuscripts. iThenticate software checks content against a database of periodicals, the Internet, and a comprehensive article database.
- (b) the Corresponding Author is the sole legal and beneficial owner of the rights purported to be granted pursuant to this Agreement, and (if applicable) the Corresponding Author has obtained any and all necessary assignments or other permissions from co-authors and/or employers to ensure that the Corresponding Author is able to comply with its obligations and to grant the rights purported to be granted pursuant to this Agreement;
- (c) the Corresponding Author is exclusively entitled to give all warranties, indemnities, assurances, confirmations, waivers and agreements set out in this Agreement;
- (d) the Work has not been published by any third party, or submitted to any third party for consideration for publication, and will not be published by any third party or submitted to any third party for consideration of the same by or on behalf of the Corresponding Author or any of the Author/s prior to publication via Bentham Open;
- (e) once the Work has been submitted to Bentham Open for publication in accordance with clause 4, the Corresponding Author will not attempt to withdraw the Work from publication;
- (f) the Corresponding Author has not assigned or granted to any third party any of the rights granted pursuant to this Agreement;
- (g) the exploitation of the rights granted by this Agreement will not infringe the rights of any third party, including without limitation, any intellectual property rights and any rights to register the same;
- (h) the Corresponding Author is unaware of any infringement, or likely infringement, of any of the rights granted pursuant to this Agreement;
- (i) the rights granted by this Agreement are free from any security interest, option, mortgage, charge or lien;
- (j) the Work is factually accurate and contains no matter which is scandalous, libellous, unlawful, or otherwise actionable;
- (k) there are no actual or potential conflicts of interest, except as specified in *Schedule 1: Details of the Work*;
- (l) there has been no financial contribution to the Work, except as specified in *Schedule 1: Details of the Work*; and
- (m) there have been no experiments involving humans or animals, except as specified in *Schedule 1: Details of the Work*.
- 8. INDEMNITIES**
- 8.1. The Corresponding Author shall indemnify Bentham Open against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Bentham Open arising out of or in connection with:
- (a) any breach by the Corresponding Author of any of the warranties contained in clause 7; and
- (b) the enforcement of this Agreement.
- 8.2. At the request of Bentham Open, and at the Corresponding Author's own expense, the Corresponding Author shall provide all reasonable assistance to enable Bentham Open to resist any claim, action or proceedings brought against Bentham Open as a consequence of any breach by the Corresponding Author of the warranties contained in clause 7. This indemnity shall apply whether or not Bentham Open has been negligent or at fault.

9. FURTHER ASSURANCE

- 9.1. At its own expense the Corresponding Author shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement, including assisting Bentham Open in defending and enforcing any rights granted to Bentham Open pursuant to this Agreement, and assisting with any other proceedings which may be brought by or against Bentham Open against or by any third party relating to the rights granted by this Agreement.
- 9.2. The Corresponding Author irrevocably appoints Bentham Open to be its attorney in its name and on its behalf to execute documents, use the Corresponding Author’s name and do all things which are necessary or desirable for Bentham Open to obtain for itself or its nominee the full benefit of this Agreement. This power of attorney is irrevocable as long as any of the Corresponding Author obligations under this Agreement remain undischarged. The attorney may, in any way it thinks fit and in the name and on behalf of the Corresponding Author:
 - (a) take any action that this Agreement requires the Corresponding Author to take;
 - (b) exercise any rights which this Agreement gives to the Corresponding Author ; and
 - (c) appoint and remove one or more substitute attorneys with full power as the Corresponding Author’s attorney on terms that the attorney thinks fit.

The Corresponding Author must ratify and confirm everything that the attorney and any substitute attorney does or arranges using the powers granted under this clause.

10. BENTHAM OPEN - PRIVACY POLICY

Bentham Open is committed to respecting your privacy. Please visit our privacy policy at <https://benthamopen.com/privacy-policy.php> . We describe how we collect and use your information, and the rights you have in relation to such information. We are the data controller of the personal data you provide to us for processing in accordance with this privacy notice.

11. GENERAL TERMS

- 11.1. **Entire agreement:** This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral,

We agree to the terms as set out in the Agreement.

relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

- 11.2. **Confidentiality:** Each party undertakes that it will not at any time hereafter use, divulge or communicate to any person, except to its professional representatives or advisers or as may be required by law or any legal or regulatory authority, any confidential information concerning the business or affairs of the other party which may have or may in future come to its knowledge and each of the parties shall use its reasonable endeavours to prevent the publication or disclosure of any confidential information concerning such matters.
- 11.3. **Waiver:** No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 11.4. **Variation:** No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 11.5. **Severance:** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement. If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 11.6. **Governing law and jurisdiction:** This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of the Dubai International Financial Centre. Each party irrevocably agrees that the courts of the Dubai International Financial Centre shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

<p>Signed by:</p> <p>_____ (signature)</p> <p>_____ (print name)</p> <p>CORRESPONDING AUTHOR</p>	<p>Signed by:</p> <p>_____ (signature)</p> <p>_____ (print name)</p> <p>For and on behalf of BENTHAM SCIENCE PUBLISHERS LTD</p>
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SCHEDULE 1: DETAILS OF THE WORK

TITLE OF WORK: [INSERT]

TYPE OF WORK [SELECT ONE]: Review Article Research Article
 Case Report Letter Article
 Systematic Review Clinical Trial Study Other - specify:

DESCRIPTION OF WORK: [INSERT]

SUBMISSION DEADLINE: [INSERT]

APPROXIMATE SPECIFICATIONS: [] words; [] pages; [] images/drawings/figures

Is the Work likely to be of particular interest to pharmaceutical or biotechnology companies?

[] YES [] NO

If Yes, provide details of the company that you believe will be interested in your submission, together with a brief summary of why you think this will be of interest.

DECLARATION OF COMPLIANCE WITH APPLICABLE STANDARDS:

1. Does the Work report experiments involving human subjects? [] YES [] NO

- If Yes, were the reported experiments in accordance with the ethical standards of the committee responsible for human experimentation (institutional and national), and with the *Helsinki Declaration* of 1975, as revised in 2013 (<http://ethics.iit.edu/ecodes/node/3931>)?

[] YES [] NO

(If Yes, the Assignor must submit a copy of the approval and consent-to-disclose form to Bentham Science Publishers by fax or email.)

Please state whether Ethical Approval was given, by whom and the relevant Judgement's reference number.

(If No, the Assignor must mention an institutional or regional guideline.)

2. Does the Work report experiments involving animals? [] YES [] NO

- If Yes, were the reported experiments in accordance with the standards set forth in one of below national guidelines and regulations:
 - The US National Research Council's "[Guide for the Care and Use of Laboratory Animals,](#)"
 - The US Public Health Service's "[Policy on Humane Care and Use of Laboratory Animals,](#)" and "[Guide for the Care and Use of Laboratory Animals.](#)"
 - UK : the [Animals \(Scientific Procedures\) Act 1986 Amendment Regulations \(SI 2012/3039\)](#).

[] YES [] NO

(If Yes, the Assignor must submit a copy of the approval to Bentham Open by fax or email and please also state whether Ethical Approval was given, by whom and the relevant Judgement's reference number.)

(If No, the Assignor must mention an institutional or regional guideline.

CONFLICTS OF INTEREST

Conflicts of interest arise when authors, reviewers, or editors have interests (such as financial or personal interests) that are not made clear and that may influence their judgment on the content of their work. Authors and editors who submit work for publication with Bentham Open are required to disclose and acknowledge all forms of financial support relating to the work to be published, all commercial or financial involvement that might present an appearance of a conflict of interest in respect of the work, and all agreements relating to sponsorship of any research upon which the work is based.

Are there any actual, or potential, conflicts of interest? YES NO

If Yes, details of the actual or potential conflicts of interest must be set-out in the spaces provided below.

DISCLOSURE REGARDING ACTUAL OR POTENTIAL CONFLICTS OF INTEREST: [INSERT]

DISCLOSURE REGARDING THIRD PARTY FINANCIAL CONTRIBUTIONS: [INSERT]

LANGUAGE AND EDITING:

Does Assignor require assistance in having the English grammar and style of the Work checked and improved by Bentham Open?

YES NO

If Yes, Bentham Open will provide a quote in respect of the same.

US GOVERNMENT EMPLOYEES / CONTRACTORS

Was any Author a US government employee when the Work was created? []YES []NO

(If Yes, the relevant Author/s must each execute and submit to Bentham Open, using Bentham Open's form letter, the supplemental terms applicable to the Author.)

Was Author an independent contractor to the US government when the work was created?

[]YES []NO

(If Yes, the relevant Author/s must each execute and submit to Bentham Science, using Bentham Open's form letter, the supplemental terms applicable to the Author.)

SCHEDULE 2: ALL AUTHORS (include Corresponding Author details; add spaces for additional authors if required)

NAME:

AFFILIATION:

EMAIL:

NAME:

AFFILIATION:

EMAIL:

NAME:

AFFILIATION:

EMAIL:

NAME:

AFFILIATION:

EMAIL:

SCHEDULE 3: PUBLISHING

<p>TITLE OF PUBLICATION PLATFORM:</p>	<p>The Open Orthopaedics Journal</p>
<p>"PUBLICATION FEE":</p>	<p>[BENTHAM TO INSERT AMOUNT USD] payable in respect of the publication by Bentham Open of the Work via the above publication platform in accordance with the terms below.</p>
<p>ANIMATED VIDEO:</p>	<p>Animated Abstract Option:</p> <p>The Animated Abstract Fee, payable in respect of the publication by Bentham Open of the Work in the above stated journal is in accordance with the terms below.</p> <p>The Assignor may elect (subject to the payment of a one-off fee of US\$ 1,400 and provided that Bentham Open shall remain exclusively entitled to exploit the Work on a commercial basis as Bentham Science deems fit, acting in its sole discretion) to require Bentham Science to make the Work available on an "open access" basis via e-journal publication for all to view and download in accordance with the terms of Creative Commons License CC BY-NC-ND 4.0 - Attribution-NonCommercial-NoDerivatives 4.0 International.</p> <p>Assignor hereby requests such "open access" publication of the Animated abstract and agrees to pay the applicable Fee in accordance with the terms below:</p> <p align="center">[] YES [] NO</p> <p>The Fee shall be paid initially with a US\$ 500 advance payment on giving the Publisher the instruction to start work on the Animated Abstract , and US\$ 900 (English language edition) or US\$ 1400 (Foreign language edition) on completion of the Animated Abstract.</p>
<p>PAYMENT TERMS:</p>	<p>Bentham Open shall invoice the Corresponding Author in respect of the Fee. The Corresponding Author shall pay the Fee to Bentham Open within 15 days of the date of invoice by means of cheque made payable to "Bentham Open Publishers Ltd", or by credit card payment or by bank wire transfer.</p> <p>On making bank payments, please ensure that reference is made to our invoice number to avoid your payment not being traced</p> <p>The Fee shall be paid in full without any deduction or withholding other than as required by law and the Corresponding Author shall not be entitled to assert any credit, set-off, deduction, counterclaim or abatement of any nature whatsoever against Bentham Open in order to justify withholding payment of any such amount in whole or in part. If the Corresponding Author is required, pursuant to any applicable present or future law, rule or regulation of any competent governmental or other administrative body, to make any deduction or withholding from any amount payable to Bentham Open pursuant to this Agreement, the Corresponding Author shall pay to Bentham Open an additional amount as will, after the deduction or withholding has been made, leave Bentham Open with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding; promptly pay to the relevant authority the amount of such deduction or withholding; and provide evidence of the same to Bentham Open on request.</p>