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 Bentham Science Publishers Ltd's("Bentham Open")terms and conditions for open access publishing via Bentham Open *("Open Access Publication Terms & Conditions")*, 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 by 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* apply, subject to the other terms and conditions found in the Copyright Letter, the *Open Access Publication Terms & Conditions* and Schedules.

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 Science, 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: Telephone:
Email 1: 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 3.4, 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 Authoris 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 Open, 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. Subject to clause 3.4, in consideration of the mutual undertakings contained herein, the Corresponding Author hereby licenses the Work to Bentham Open in accordance with the terms of the *Creative Commons Attribution 4.0 International Public License* (a copy of which is available at: https://creativecommons.org/licenses/by/4.0/legalcode)("CCA4.0IPL"), wherein references to the "Licensor" shall be understood as references to theCorresponding Author , and references to "You" shall be understood as references to Bentham Open. (The following is a paraphrased summary of relevant aspects of the CCA4.0IPL:Bentham Open is free to share (copy and redistribute the material in any medium or format) and adapt (remix, transform, and build upon the material for any purpose, even commercially) the material, and Corresponding Author cannot revoke these freedoms as long as Bentham Open follows the CCA4.0IPL terms, which require Bentham Open to attribute (Bentham Open must give appropriate credit, provide a link to the CCA4.0IPL, and indicate if changes were made and Bentham Open may do so in any reasonable manner, but not in any way that suggests the Corresponding Author endorses Bentham Open or Bentham Open's use) and to apply no additional restrictions (Bentham Open may not apply legal terms or technological measures that legally restrict others from doing anything the CCA4.0IPL permits). Bentham Open does not have to comply with the CCA4.0IPL for elements of the material in the public domain or where Open's use is permitted by an applicable exception or limitation. No warranties are given pursuant to the CCA4.0IPL, and the CCA4.0IPL may not give Bentham Open all of the permissions necessary for Bentham Open's intended use. For example, other rights such as publicity, privacy, or moral rights may limit how Bentham Open uses the material.)

3.2. The Corresponding Author hereby grants Bentham Open the exclusive licence 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 for Bentham Open's own account. The Corresponding Author shall not and shall ensure that no third party shall sell reprints or bespoke publications of the Work.

3.3. Notwithstanding the terms of CCA4.0IPL, the Corresponding Author agrees that the application of CCA4.0IPL pursuant to clause 3.1 shall at all times be subject to the other terms and conditions set out in the remainder of this Agreement. In the event of any conflict or inconsistency between clauses 1 to 9 inclusive and *Schedules 1 to 4* inclusive on the one hand, and the terms of CCA4.0IPLon the other hand, then clauses 1 to 9 inclusive and *Schedules 1 to 4* inclusive shall take precedence.

3.4. To the extent that copyright in any of the diagrams, illustrations or figures incorporated into the Work does not belong to theCorresponding Author, the Corresponding Author undertakes to specifically identify such diagrams, illustrations or figures to Bentham Open, and to procure 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. Such rights shall be co-terminus with the licences granted pursuant to clauses 3.1 and 3.2, and shall extend to the right to sub-license to third parties in a similar manner. Where context requires, references to "Work" in this Agreement shall include references to such diagrams, illustrations or figures.

3.5. 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 theCorresponding 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 4: 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 4: Publishing*.

4.2. 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.

4.3. 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.) 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, and further represents and warrants that his/her responses to the related questions are accurate.

4.4. 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 Science'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 Science), or ii. instruct Bentham Open to address such issues. If the Corresponding Author instructs Bentham Open to address the issues, Bentham Science'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.

4.5. 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. Bentham Open may consult such referees as it considers appropriate, including referees identified by reference to publication records, recommendations of editorial board members, or otherwise. The Corresponding Author may nominate its own referees in the space provided in *Schedule 3: Proposed Referees*. If the Corresponding Author wishes to nominate referees in this manner, it shall ensure that such referees have not published with the Author/s within the five year period up to the date of this Agreement, and are not affiliated in any way with the Author/s, including without limitation, with the current employer of the Author/s. In no event shall Bentham Open be obliged to consult any referees nominated by theCorresponding Author.

4.6. 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 Science'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 Science, and/or for its own commercial reasons.

5. SELF-ARCHIVING POLICY

Authors retain the copyright to their articles therefore they can 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 . All articles are published under the Creative Commons Attribution License (https://creativecommons.org/licenses/by/4.0/legalcode) which permits unrestricted, non-commercial use, archiving, distribution and reproduction in any medium, provided that the work is properly cited.

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 Science, the Corresponding Author shall provide Bentham Open with any further information it 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;

(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 on a commercial basis, or submitted to any third party for consideration for publication on a commercial basis, and will not be published by any third party on a commercial basis 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;

(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*; and

(l) there has been no financial contribution to the Work, 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 Science, 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 theCorresponding 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. GENERAL TERMS

10.1. **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, 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.

10.2. **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.

10.3. **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.

10.4. **Variation:** No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

10.5. **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.

10.6. **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 United Arab Emirates as applied in the Emirate of Dubai. Each party irrevocably agrees that the courts of the Emirate of Dubai 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).

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

Signed by:	Signed by:
_____ (signature)	_____ (signature)
_____ (print name)	_____ (print name)
PRINCIPAL/AUTHOR	For and on behalf of **BENTHAM SCIENCE PUBLISHERS LTD**

SCHEDULE 1: DETAILS OF THE WORK

TITLE OF WORK:[INSERT]
TYPE OF WORK (select one): ☐ **Review Article** ☐ **Research Article** ☐ **Report** ☐ **Letter** ☐ **Clinical Trial Study** ☐ **Other - specify:**
DESCRIPTION OF WORK:[INSERT]
SUBMISSION DEADLINE:[INSERT]
APPROXIMATE SPECIFICATIONS:[ ] words; [ ] pages; [ ] images/drawings/figures
We would be grateful if you could please indicate below if your submission is likely to be of particular interest to the pharmaceutical or biotechnology companies. **[ ] YES** **[ ] NO**
DISCLOSURE REGARDING ACTUAL OR POTENTIAL CONFLICTS OF INTEREST:
DISCLOSURE REGARDING THIRD PARTY FINANCIAL CONTRIBUTIONS:

SCHEDULE 2: AUTHORS (include Principal/Corresponding Author details)

NAME:

AFFILIATION:

EMAIL:

NAME:

AFFILIATION:

EMAIL:

NAME:

AFFILIATION:

EMAIL:

NAME:

AFFILIATION:

EMAIL:

SCHEDULE 3: PROPOSED REFEREES

NAME:

AFFILIATION:

EMAIL:

NAME:

AFFILIATION:

EMAIL:

NAME:

AFFILIATION:

EMAIL:

NAME:

AFFILIATION:

EMAIL:

SCHEDULE 4: PUBLISHING

TITLE OF PUBLICATION PLATFORM:	**The Open Addiction Journal**
"FEE":	[INSERT] payable in respect of the publication by Bentham Open of the Work via the above publication platform in accordance with the terms below.
PAYMENT TERMS:	1. 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 (in which case Corresponding Author to complete attached form), or by bank wire transfer to the following bank account: Bank: Emirates NBD Bank (PJSC), Dubai Main Branch, P.O. Box 2923, Dubai, United Arab Emirates Swift Code: EBILAEAD Account Name: 0511230714903 2. IBAN AE690260000511230714903 3. 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.