



Reference No: _____

Date: _____

To:

Director Publications
Bentham Science Publishers
Executive Suite Y - 2,
Building Y,
Saif Zone, Sharjah,
U.A.E.

Email: subscriptions@benthamscience.net

Dear Sir

Re: Copyright assignment and publishing agreement - BENTHAM SCIENCE Books

Please find attached a copy of Bentham Science Publishers Ltd's ("Bentham Science") *Books Publication Terms & Conditions*, along with Schedules related to the subject copyright work (the "Work"), namely:

TITLE OF WORK: _____

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 with Bentham Science, I understand that:

it is necessary to complete and submit this Copyright Letter, along with the *Books Publication Terms & Conditions* and the attached Schedules;
this Copyright Letter, along with the *Books Publication Terms & Conditions* and the attached Schedules, together comprise the copyright assignment and publishing agreement between myself and Bentham Science relating to the Work; and
while primarily contemplating publication in Bentham Science Books, this documentation also allows me to select an option ("Open Access") and pay an associated fee to have the Work published on an open access basis.

I have signed and dated this Copyright Letter, the *Books 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 ("Assignor")

Affiliation: _____

Address: _____

Fax: _____

Telephone: _____

Email 1: _____

Email 2: _____

BOOKS 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 Science for publication pursuant to clause 4, below), but excluding (except where context otherwise requires) any diagrams, figures or illustration specifically identified to Bentham Science pursuant to clause 3.2, below.
- 1.2. Bentham Science and the Assignor agree that these Books 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 Assignor represents and warrants that he or she has full right and power to enter into this Agreement, and (where the Assignor 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 Assignor for assignment to Bentham Science in accordance with the terms of this Agreement. Upon request from Bentham Science, the Assignor shall at his/her own expense provide written evidence of the same to Bentham Science.
- 2.2. The Assignor 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 Science, the Assignor shall at his/her own expense provide written evidence of the same to Bentham Science.

3. COPYRIGHT ASSIGNMENT

- 3.1. Subject to clause 3.2, in consideration of the mutual undertakings contained herein, the Assignor hereby assigns to Bentham Science absolutely with full title guarantee the following rights throughout the world:
 - (a) the entire copyright and all other rights in the nature of copyright subsisting in the Work and in all preliminary drafts or earlier versions of the Work;
 - (b) all other rights in the Work of whatever nature (but, for the avoidance of doubt, excluding any intellectual property rights in any theory, apparatus or invention expressed in the Work), whether now known or created in the future, to which the Assignor is now, or at any time after the date of this Agreement may be, entitled by virtue of the laws in force in any part of the world; and
 - (c) all rights in and to all physical and digital materials of any kind which embody the Work in whole or in part; together with all related rights and powers arising or accrued, including the right to bring, make, oppose, defend, appeal and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of these assigned rights, whether occurring before, on, or after the date of this Agreement.
- 3.2. To the extent that copyright in any of the diagrams, illustrations or figures incorporated into the Work does not belong to the Assignor, the Assignor undertakes to specifically identify such diagrams, illustrations or figures to Bentham Science, and to procure (and warrants that it has procured) for Bentham Science such rights as will enable Bentham Science 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.

- 3.3. Bentham Science may charge, assign and/or license the benefit of this Agreement in whole or in part, including (without limitation) any and all rights assigned to Bentham Science hereunder, and the benefit of any representations, warranties, indemnities and undertakings of the Assignor, to any third party.

4. DELIVERY AND PUBLISHING

- 4.1. Bentham Science offers publishing via a variety of methods. The parties agree that, at a minimum, and subject to the terms of this Agreement, the Work shall be published as specified in *Schedule 3: Publishing*. Additionally, if so specified in the space provided in *Schedule 3: Publishing* in respect of "Open Access", and subject to the commercial terms specified therein and the other terms of this Agreement, the Work shall be made available, by Bentham Science, on an open access basis 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>.
- 4.2. The Assignor undertakes to provide to Bentham Science, 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 Assignor 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 Assignor 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 to Authors available on the Bentham Science website, as well as the Aims & Scope applicable to the relevant Bentham Science publication). Bentham Science's nominated service provider, Eureka Science, 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 Eureka Science shall be subject to Eureka Science's prevailing terms and rates relating to such type of optional support.
- 4.4. Bentham Science 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 Science notifies the Assignor that the Work requires amendments or adjustments beyond what Bentham Science considers to be minor, then the Assignor may opt to either: i. address such issues directly (within a reasonable timeframe specified by Bentham Science), or ii. instruct Bentham Science to address such issues. If the Assignor instructs Bentham Science to address the issues, Bentham Science's terms and rates relating to this type of optional support shall apply, and Bentham Science shall confirm the likely costs to the Assignor before commencing any such work.
- 4.5. For quality monitoring purposes, Bentham Science will seek a review of the Work by specialists familiar with the subject matter. The Assignor acknowledges and agrees that acceptance of the Work by Bentham Science and publication of the same shall be subject to positive peer review by independent referees. Bentham Science may consult such referees as it considers appropriate, including referees identified by reference to publication records, recommendations of editorial board members, or otherwise.

4.6. Nothing in this Agreement shall restrict Bentham Science, as assignee of the copyright in the Work, from publishing and marketing the Work in any manner (including via third parties such as third party aggregators). Bentham Science 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 Science 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 POLICIES

5.1. Except as specifically provided herein, or as otherwise specifically permitted by applicable law, the following terms of this clause 5 shall apply in respect of Author use of the Work, and self-archiving. Where the Work has been produced by more than one Author, the Assignor shall procure that all Authors comply with these requirements.

5.2. Bentham shall provide each Author with online access to the Work at no charge. Such access shall be restricted by a user I.D. and password (not to be made available to any third party), and restricted to the personal and non-commercial use of the Work by the Author. Author may store the Work on a secure off-line storage device (such as a personal hard drive), and via a remote third party backup or cloud storage service, solely for personal use of the Author. Author shall not be permitted to make the Work available to any third party for any purpose, whether commercial or non-commercial, including (without limitation) by making the Work available online on their personal website/s, institutional repositories, commercial or non-commercial platforms (such as rental or sales platforms, or free download platforms), or otherwise.

5.3. If mandated by an Author's funding body, and after the embargo period stipulated by such funding body, the Author may host the Work on his or her personal website/s, his or her institution's repository, and any non-commercial repository (such as PMC, NCBI- NIH, arXiv, etc.). The link to the original source of publication should be provided by inserting the DOI number of the Work in the following form: "The published manuscript is available at EurekaSelect via <http://www.eurekaselect.com>[Insert the article DOI number here]".

5.4. Where the Work is made available on an Open Access basis pursuant to this Agreement the restriction set out in this clause 5 shall not apply.

6. CONFLICTS

The Assignor 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 Assignor shall provide Bentham Science with any further information it may request in respect of such matters.

7. WARRANTIES

The Assignor warrants and undertakes that, as at the date of this Agreement:

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 Assignor is the sole legal and beneficial owner of the rights purported to be assigned pursuant to this Agreement, and (if applicable) the Assignor has obtained any and all necessary assignments or other permissions from co-authors and/or employers to ensure that the Assignor is able to comply with its obligations and to assign the rights purported to be assigned pursuant to this Agreement;
- c) the Assignor 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 by or on behalf of the Assignor or any of the Author/s;
- e) once the Work has been submitted to Bentham Science for publication in accordance with clause 4, the Assignor will not attempt to withdraw the Work from publication;
- f) the Assignor has not assigned or granted to any third party any of the rights assigned or granted pursuant to this Agreement;
- g) the exploitation of the rights assigned or granted by this Agreement will not infringe the rights of any third party, including without limitation, any third party intellectual property rights and any rights to register the same;
- h) the Assignor is unaware of any infringement, or likely infringement, of any of the rights assigned or granted pursuant to this Agreement;
- i) the rights assigned 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 Assignor shall indemnify Bentham Science 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 Science arising out of or in connection with:

- (a) any breach by the Assignor 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 Assignor's own expense, the Assignor shall provide all reasonable assistance to enable Bentham Science to resist any claim, action or proceedings brought against Bentham Science as a consequence of any breach by the Assignor of the

warranties contained in clause 7. This indemnity shall apply whether or not Bentham Science has been negligent or at fault.

9. FURTHER ASSURANCE

- 9.1. At its own expense the Assignor 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 Science in perfecting title, defending and enforcing the copyright or any other rights granted to Bentham Science pursuant to this Agreement, and assisting with any other proceedings which may be brought by or against Bentham Science against or by any third party relating to the rights assigned by this Agreement.
- 9.2. The Assignor irrevocably appoints Bentham Science to be its attorney in its name and on its behalf to execute documents, use the Assignor's name and do all things which are necessary or desirable for Bentham Science 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 Assignor's obligations under this Agreement remain undischarged. The attorney may, in any way it thinks fit and in the name and on behalf of the Assignor:
 - (a) take any action that this Agreement requires the Assignor to take;
 - (b) exercise any rights which this Agreement gives to the Assignor; and
 - (c) appoint and remove one or more substitute attorneys with full power as the Assignor's attorney on terms that the attorney thinks fit.

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

10. BENTHAM SCIENCE - PRIVACY POLICY

Bentham Science Publishers Ltd. is committed to respecting your privacy. Please visit our privacy policy at <https://benthamscience.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, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty

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

Signed by:

_____ (signature)

_____ (print name)

ASSIGNOR

Signed by:

_____ (signature)

Mr. Mahmood Alam

_____ (print name)

For and on behalf of **BENTHAM SCIENCE PUBLISHERS LTD**

SCHEDULE 1: DETAILS OF THE WORK

TITLE OF WORK: _____

TYPE OF WORK : Book
Book Series (Volume _____ to _____)

DESCRIPTION OF WORK: **Edited Book** **Open Access Book**
Authored Book **Open Access Book Series**
Edited Book Series **Chapter**
Authored Book Series **Open Access Chapter**

SUBMISSION DEADLINE: _____

APPROXIMATE SPECIFICATIONS: _____ Word; _____ Pages;
 _____ Images/Drawings/Figures

Is the Work likely to be of particular interest to pharmaceutical or biotechnology companies?
YES **NO**

DECLARATION OF COMPLIANCE WITH APPLICABLE STANDARDS:
 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 2008 (<https://www.wma.net/policies-post/wma-declaration-of-helsinki-ethical-principles-for-medical-research-involving-human-subjects/>)?
YES **NO**
 (If Yes, the Assignor must submit a copy of the approval and consent-to-disclose form to Bentham Science by fax or email.)

Does the Work report experiments involving animals?
YES **NO**
 If Yes, were the reported experiments in accordance with the standards set forth in the 8th Edition of *Guide for the Care and Use of Laboratory Animals* (<http://grants.nih.gov/grants/olaw/Guide-for-the-care-and-use-of-laboratory-animals.pdf>) published by the National Academy of Sciences, The National Academies Press, Washington DC, United States of America?
YES **NO**

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 Science 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:

DISCLOSURE REGARDING THIRD PARTY FINANCIAL CONTRIBUTIONS:

LANGUAGE AND EDITING:

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

YES NO

If Yes, Eureka Science will provide a quote in respect of the same.

If No, the assignor from non-English speaking countries should submit to publisher, a certificate declaring that the manuscript has been carefully edited by a native English speaker prior to submission

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 Science, using Bentham Science'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 Science's form letter, the supplemental terms applicable to the Author.)

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

NAME: _____

AFFILIATION: _____

EMAIL: _____

SCHEDULE 3: PUBLISHING

PUBLICATION VIA BOOK			
TITLE OF PUBLICATION(S):	_____		
“Open Access” Option	<p>If the Assignor also wishes to have the Work made available on an open access basis, the work shall be made available on an open access basis, by Bentham Science, under the terms of the Creative Commons Attribution 4.0 International Public License CC-BY 4.0, subject to the payment of a one-off Fee of: _____</p> <p>Does the Assignor also require such “open access” publication, and agree to pay the applicable Fee?:</p> <table style="margin-left: 200px;"> <tr> <td>YES</td> <td>NO</td> </tr> </table>	YES	NO
YES	NO		
HARD COPY / PRINT EDITIONS	<p>Does the Assignor also wish to order print editions of the entire published book, and agree to pay the applicable Fee (subject to written confirmation by Bentham Science)?:</p> <table style="margin-left: 200px;"> <tr> <td>YES</td> <td>NO</td> </tr> </table> <p>If Yes, please specify the number of copies required, and Bentham Science will provide a quote in respect of the same.</p> <p>NUMBER OF COPIES REQUIRED: _____</p>	YES	NO
YES	NO		
PAYMENT TERMS:	<p>FEE:</p> <ol style="list-style-type: none"> 1. Bentham Science shall invoice the Assignor in respect of the Fee, and the Assignor shall promptly (and within 15 days of receipt of such invoice) pay the Fee into the bank account designated on the invoice and include reference to the invoice number so as to assist with tracking of payment. 2. The Fee shall be paid in full without any deduction or withholding other than as required by law and the Assignor shall not be entitled to assert any credit, set-off, deduction, counterclaim or abatement of any nature whatsoever against Bentham Science in order to justify withholding payment of any such amount in whole or in part. If the Assignor 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 Science pursuant to this Agreement, the Assignor shall pay to Bentham Science an additional amount as will, after the deduction or withholding has been made, leave Bentham Science 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 Science on request. <p>ROYALTIES:</p> <ol style="list-style-type: none"> 3. Royalties shall be payable by Bentham Science as set out in this Royalties section. _____ % of Net Receipts payable in accordance with the terms below. 4. Net Receipts” means all revenues actually received by Bentham Science from sales of copies of the Work as a whole in book format via the e-publication platform described above and/or in hard copy book format less VAT, sales and similar taxes; expenses (including bank charges, printing, distribution, translation, editing and marketing costs and any other costs incurred in the exploitation of the Work); third party costs and commissions; and credits for returns. 5. If the Work is exploited in combination with other works published or licensed by Bentham Science, the Royalty shall be based on the Net Receipts from the sale of the Work only, being a pro rata amount based on the proportion that the Work bears to all other works included in the book. 6. Any Royalties due to Assignor shall be <ol style="list-style-type: none"> a. calculated in USD and shall be paid to the Assignor in US dollars (USD); b. subject to paragraph 7 below, payable annually in arrears in the last week of the first month of the succeeding year, based on the available sales data as at the end of the previous year. 7. Bentham Science shall not be obliged to issue royalty statements to the Assignor unless and until Royalties due equal or exceed USD 100. With effect from the date which is 7 years from the date of execution of this Agreement, Bentham Science shall only be obliged to make payment to the Assignor in respect of those years where Royalties due equal or exceed USD 100. 		

	<p>8. No royalties shall be payable on copies of the Work sold at cost or less, and/or returned to Bentham Science (or its appointed retailers).</p> <p>9. No royalties shall be payable in respect of copies of the Work which are distributed for promotional or incentive purposes.</p> <p>10. Any overpayment made by Bentham Science to the Assignor in respect of Royalties which is discovered by Bentham Science shall be notified to the Assignor and may be deducted from any sums which subsequently become payable to the Assignor pursuant to this Agreement</p> <p>11. Bentham Science shall only be obliged to pay to the Assignor the Royalties payable, and calculated, in accordance with this Agreement. In no event shall Bentham Science be required to make any payments to any other Author/s. The Assignor shall at all times remain responsible for the payment to other Author/s (if any) of any portion of any amount paid by Bentham Science to the Assignor pursuant to this Agreement. Such payment shall be subject to the arrangements between the Assignor and other Author/s, and Bentham Science will not engage in any correspondence relating to the sharing or distribution of any such Royalties between the Assignor and any other Author/s. The Assignor shall indemnify Bentham Science in respect of any claims arising in such circumstances</p> <p>12. Bentham Science is not be obliged to disclose to the Assignor any personal information of the users of the work, sales details for sales to individuals, nor its pricing or sales policies</p>
MARKETING INFORMATION:	The assignor undertakes to provide any and all information required by the publisher for the effective promotion and marketing of the assigned work as requested by the publisher in the Marketing Information Document (M.I.D.)