

Non-Open Access Licence to Publish

Parties

Commonwealth Scientific Industrial Research Organisation (ABN 41 687 119 230) of Research Way, Clayton VIC 3168 t/as CSIRO Publishing (**CSIRO Publishing**)

and

Copyright Owner(s) as set out in the Schedule

Recitals

The Copyright Owner(s) would like CSIRO Publishing to publish the Work.

The Author(s) have created the Work and the Work has been submitted to CSIRO Publishing for CSIRO Publishing to publish the Work in accordance with the terms of this Agreement.

1. Signing of this Agreement

1.1 By signing this Agreement, the Copyright Owner(s) acknowledge they have read and accepted the terms of this Agreement.

2. Submission and review of the Work

2.1 The Copyright Owner(s) confirm that at the time of submitting the Work to CSIRO Publishing, CSIRO Publishing was granted (and to the extent this was not effective, hereby grant with effect from the date of submission) a sublicensable licence to reproduce and review the Work for the purpose of assessing the Work for potential publication.

2.2 CSIRO Publishing will publish the Work in the Journal if, in its sole-discretion, it determines that it is appropriate to do so.

2.3 If the Work is withdrawn, rejected or otherwise not published by CSIRO Publishing, CSIRO Publishing will inform the Copyright Owner(s) of this in writing (**Notice**) and the licence granted in clause 3.1 will not take effect, or if the licence has taken effect, such licence will terminate with immediate effect upon giving of the Notice. CSIRO

Publishing and any Editor may retain a copy of the Work as reasonably required.

3. Licence

3.1 To the extent that any copyright subsists in the Work in any territory, the Copyright Owner(s) grant to CSIRO Publishing an exclusive, sublicensable, transferable, royalty-free, world-wide licence to use all copyright in the Work or any part of the Work, in all forms and media and in all languages for the full remaining term of the copyright subsisting in the Work.

3.2 Subject to clause 3.1, CSIRO Publishing grants to each Copyright Owner a non-exclusive, non-transferable, royalty-free licence to:

- (a) use the Work for research, and presentation at meetings and conferences;
- (b) use the illustrations (line art, photographs, figures, plates) and research data in the Work in their own future works;
- (c) share print or digital copies of the Work to its employees and subcontractors for their personal use or study;
- (d) include the Work in part or in full in a thesis provided the thesis is not published for any commercial gain;
- (e) place the Authors Accepted Manuscript of the Work on a preprint server;
- (f) place the Authors Accepted Manuscript of the Work on a website administered by the Copyright Owner, or on PubMed Central, on condition that there is a link to the VoR on the CSIRO Publishing website.

3.3 The Copyright Owner(s) further agree to:

- (a) include a link and/or reference to the VoR as published by CSIRO Publishing on all digital copies used by it in accordance with clause 3.2; and
- (b) ensure that the Work is not used in any way that implies or represents that CSIRO



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Publishing, the Journal or the Editors endorse any product or procedure described in the Work.

4. Warranties

4.1 The Copyright Owner(s) warrant and represent to CSIRO Publishing that:

- (a) they have full authority and power to agree to and enter this Agreement;
- (b) the Work is an original work created by the Author(s);
- (c) where the Work does not include any third party material, the Copyright Owner(s) are the owner(s) of all copyright in the Work;
- (d) where the Work includes any third party material, the Copyright Owner(s) have obtained all rights from the relevant third parties to include the material in the Work and license the copyright in the material to CSIRO Publishing in accordance with the terms of this Agreement;
- (e) they have the right to grant the licence in clause 3.1;
- (f) the Work and CSIRO Publishing's reasonable use of the Work, in accordance with the licences granted to it under this Agreement, does not infringe any intellectual property rights, moral rights or any other rights of any person;
- (g) the Work has not been published in any form (except if included in a preprint server);
- (h) the Work is not presently being considered for publication with another publisher;
- (i) they are not the subject or target of or otherwise affected by any sanctions imposed by the sanctions authority of any government;
- (j) the Work does not contain any subject matter that contravenes any applicable laws (including defamatory material, misleading and deceptive material) or any material that would harm the reputation of CSIRO Publishing;
- (k) the Work does not contain any material that breaches any confidentiality obligation or discloses any personal information of any person without that person's written consent;
- (l) all statements in the Work purporting to be factual are true and any formula, instruction or equivalent contained therein will not, if followed correctly, cause any injury or damage to the user;
- (m) there are no actual or apparent conflicts of interest connected to the Work that have not previously been declared;
- (n) if they have used any artificial intelligence tool in the writing of the manuscript or production of any of its graphical elements or in the collection or analysis of data, they have disclosed in the 'Materials and Methods' section of the Work which tool(s) and how it was used;
- (o) they agree to comply with any and all applicable CSIRO Publishing policies as at the time of entering into this Agreement. These policies are currently accessible on the CSIRO Publishing website; and
- (p) the Work meets all ethical standards applicable to the research discipline.

4.2 If, following consultation with the Copyright Owner(s), CSIRO Publishing reasonably considers that any Copyright Owner has breached any of the warranties or representations in clause 4.1, CSIRO Publishing may cease making available or publishing the Work, or require that the Copyright Owner(s) make any necessary revisions to the Work.

4.3 Each Copyright Owner must notify CSIRO Publishing promptly if it becomes aware of any circumstances that materially affect any warranty given in clause 4.1.

4.4 The Copyright Owner(s)'s liability for any loss to CSIRO Publishing arising from a breach of any of the warranties in clause 4.1 is reduced to the extent that CSIRO Publishing caused such loss through its wilful misconduct or negligence.

5. Third party infringements



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5.1 In case of an infringement or threatened infringement of the copyright in the Work by a third party, the Copyright Owner(s) agree that CSIRO Publishing may in its sole discretion decide whether it wishes to commence action. If CSIRO Publishing wishes to commence any action, the Copyright Owner(s) will provide assistance to CSIRO Publishing as reasonably required. If CSIRO Publishing does not wish to commence an action, it will inform the Copyright Owner(s) and the parties will discuss and agree in good faith any alternative approaches.

6. General provisions

6.1 This Agreement is governed by the laws of Victoria, Australia and the parties submit to the non-exclusive jurisdiction of the courts of Victoria, Australia.

6.2 If a clause of this Agreement is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this Agreement.

6.4 The Copyright Owner(s) may not assign or novate any right or obligation under this Agreement without the prior written consent of CSIRO Publishing.

6.5 Each party will do all things and execute all documents necessary to give full effect to this Agreement.

6.6 A provision of or a right created by this Agreement cannot be waived except in writing and signed by the party granting the waiver.

6.7 This agreement (including a counterpart) may be signed and exchanged electronically by any or all of the parties. This agreement may be executed in counterparts and the counterparts taken together constitute one document.

6.8 The signatories to this Agreement warrant and represent that they have the authority to enter into this Agreement on behalf of the party they are stated to represent.

7. Interpretation and definitions

7.1 In this Agreement, unless the context otherwise requires:

- (a) a word denoting an individual (such as a 'person') includes a corporation, firm, authority, unincorporated association or instrumentality;
- (b) words in singular include plural and words in plural include singular;
- (c) a reference to a party includes their successors and permitted assigns; and
- (d) every obligation entered into by two or more parties binds them jointly and each of them severally.

7.2 In this Agreement, capitalised terms have the meanings set out below:

Author(s) are all authors of the Work and are set out in the Schedule.

Authors Accepted Manuscript means the version of the Work that has been accepted for publication. This version may include revisions resulting from peer review, but may be subject to further editorial input by the CSIRO Publishing.

Editor means an editor of the Journal.

Journal has the meaning set out in the Schedule.

Version of Record or **VoR** means the version of the Work that is formally published in the Journal.

Work means all the material that comprises the article submitted to CSIRO Publishing that relates to the work referred to in the Schedule, and includes all revisions made thereto such as the Authors Accepted Manuscript and the VoR.



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Signed by or on behalf of the **Copyright Owner**:
Signature

.....
Full name, position

.....
Date

Signed by or on behalf of the **Copyright Owner 2**:
Signature

[Delete if not applicable]

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Full name, position

.....
Date

Signed by or on behalf of the **Copyright Owner 3**:
Signature

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Full name, position

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Date

Signed by or on behalf of the **Copyright Owner 4**:
Signature

[Delete if not applicable]

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Full name, position

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Date



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Schedule

Copyright Owner	Insert full name and address of the Copyright Owner
Copyright Owner 2 [Delete if not applicable]	Insert full name and address of the Copyright Owner
Copyright Owner 3 [Delete if not applicable]	Insert full name and address of the Copyright Owner
Copyright Owner 4 [Delete if not applicable]	Insert full name and address of the Copyright Owner
Author(s)	Insert full name of each Author.
Working title as at submission of the Work	Insert
Manuscript number	Insert
Journal	Insert