

# LICENSE TO PUBLISH

**Please read the terms of this agreement, print, sign, scan and send via Editorial Manager.**

Open Geosciences ("Journal")

De Gruyter Open Ltd. ("Journal Owner", also referred to as "You" in the Creative Commons license mentioned in section 1 below)

Article entitled ("Work" or "article"): .....

Author/s: (also referred to as "Licensor/s") .....

Corresponding author: (if more than one author) .....

## 1. License

The non-commercial use of the article will be governed by the Creative Commons Attribution-NonCommercial-NoDerivs license as currently displayed on <http://creativecommons.org/licenses/by-nc-nd/3.0/>, except that sections 2 through 8 below will apply in this respect and prevail over all conflicting provisions of such license model. Without prejudice to the foregoing, the author hereby grants the Journal Owner the exclusive license for commercial use of the article (for U.S. government employees: to the extent transferable) according to section 2 below, and sections 4 through 9 below, throughout the world, in any form, in any language, for the full term of copyright, effective upon acceptance for publication.

## 2. Author's Warranties

The author warrants that the article is original, written by stated author/s, is currently not under consideration, has not been published before, contains no unlawful statements, does not infringe the rights of others, is subject to copyright that is vested exclusively in the author and free of any third party rights, and that any necessary written permissions to quote from other sources have been obtained by the author/s.

## 3. User Rights

Under the Creative Commons Attribution-NonCommercial-NoDerivs license, the author(s) and users are free to share (copy, distribute and transmit the contribution) under the following conditions: 1. they must attribute the contribution in the manner specified by the author or licensor, 2. they may not use this contribution for commercial purposes, 3. they may not alter, transform, or build upon this work.

## 4. Rights of Authors

Authors retain the following rights:

- copyright, and other proprietary rights relating to the article, such as patent rights,
- the right to use the substance of the article in future own works, including lectures and books,
- the right to reproduce the article for own purposes, provided the copies are not offered for sale,
- the right to self-archive the article.

## 5. Co-Authorship

If the article was prepared jointly with other authors, the signatory of this form warrants that he/she has been authorized by all co-authors to sign this agreement on their behalf, and agrees to inform his/her co-authors of the terms of this agreement.

## 6. Termination

This agreement can be terminated by the author or the Journal Owner upon two months' notice where the other party has materially breached this agreement and failed to remedy such breach within a month of being given the terminating party's notice requesting such breach to be remedied. No breach or violation of this agreement will cause this agreement or any license granted in it to terminate automatically or affect the definition of Journal Owner. After the lapse of forty (40) years of the date of this agreement, this agreement can be terminated without cause by the author or the Journal Owner upon two years' notice. The author and the Journal Owner may agree to terminate this agreement at any time. This agreement or any license granted in it cannot be terminated otherwise than in accordance with this section 6.

## 7. Royalties

This agreement entitles the author to no royalties or other fees. To such extent as legally permissible, the author waives his or her right to collect royalties relative to the article in respect of any use of the article by the Journal Owner or its sublicensee.

## 8. Miscellaneous

The Journal Owner will publish the article (or have it published) in the Journal, if the article's editorial process is successfully completed and the Journal Owner or its sublicensee has become obligated to have the article published. Where such obligation depends on the payment of a fee, it shall not be deemed to exist until such time as that fee is paid. The Journal Owner may conform the article to a style of punctuation, spelling, capitalization and usage that it deems appropriate. The author acknowledges that the article may be published so that it will be publicly accessible and such access will be free of charge for the readers. The Journal Owner will be allowed to sublicense the rights that are licensed to it under this agreement. This agreement will be governed by the laws of England and Wales.

## 9. Scope of the Commercial License

The exclusive right and license granted under this agreement to the Journal Owner for commercial use is as follows:

- to prepare, reproduce, manufacture, publish, distribute, exhibit, advertise, promote, license and sub-license printed and electronic copies of the article, through the Internet and other means of data transmission now known or later to be developed; the foregoing will include abstracts, bibliographic information, illustrations, pictures, indexes and subject headings and other proprietary materials contained in the article,
- to exercise, license, and sub-license others to exercise subsidiary and other rights in the article, including the right to photocopy, scan or reproduce copies thereof, to reproduce excerpts from the article in other works, and to reproduce copies of the article as part of compilations with other works, including collections of materials made for use in classes for instructional purposes, customized works, electronic databases, document delivery, and other information services, and publish, distribute, exhibit and license the same.

Where this agreement refers to a license granted to Journal Owner in this agreement as exclusive, the author commits not only to refrain from granting such license to a third party but also to refrain from exercising the right that is the subject of such license otherwise than by performing this agreement.

The Journal Owner will be entitled to enforce in respect of third parties, to such extent as permitted by law, the rights licensed to it under this agreement.

If the article was written in the course of employment by the US or UK Government, and/or arises from NIH funding, please consult the Journal Owner for further instructions.

Author's Signature: .....

Name printed: .....

Date: .....