

COPYRIGHT TRANSFER AGREEMENT

1. Parties of the Agreement

Authors and Birbal Sahni Institute of Palaeosciences, publisher of the journal *Journal of Palaeosciences* (hereinafter referred to as the “Publisher”)

Title of the manuscript: *Journal of Palaeosciences* (hereinafter referred to as the “Work”)

2. Subject of the Agreement

A. COPYRIGHT

1. As of the effective date of this Agreement, the Author (Co-authors) shall transfer to the Publisher for the entire term of copyright all the exclusive rights to the Work, including the rights to translate, make copies of, reprint, grant a license, transfer, disseminate, distribute or otherwise use the Work or any content therein, for publication in scientific, academic, technical or professional journals or other periodicals and in derivative works thereof, worldwide, in print and electronic editions of such journals, periodicals and derivative works in all media now known or later devised, as well as the right to license (or give permission) to third parties (including affiliated persons and others) to use the Work for publication in such journals, periodicals, derivative works and databases worldwide.

2. In addition to the above, the term the right to use shall mean, without limitation, the right to make copies of the Work and all and any content therein, including abstracts, bibliographic information, illustrations, pictures, photographs, and all the other proprietary works of authorship contained in the Work, in compilations, reprints, anthologies containing articles, split titles and combinations, supplements, special editions, derivatives or other forms of development of Works, as well as in databases and any other forms, including without limitation any print and electronic forms; the right to create any other derivative works based on the Work; the right to compile, distribute, disseminate, market, make available for access, advertise, promote and sell (directly or through the third parties) the Work or any part of content therein as described above, individually or as bundled or collected in packages with other content in accordance with any model of distribution, license or sale now in effect or in the future devised.

3. The transfer of rights hereunder includes the right to process the form of presentation of the Work for use together with computer programs and systems (databases), making copies

of, publication, and distribution in machine-readable format and incorporation in the systems for information retrieval.

4. The Publisher shall own all right and title to the Work, including any translations, compilations and other derivative works of the Work that the Publisher (or its employees or contractors) creates in accordance with this Agreement and to the extent the Author (Co-authors) retain any rights thereto.

5. Author (Co-authors) or the Employer of the Author (Co-authors) of the Works shall retain all proprietary rights, with the exception of the rights transferred to or referenced as owned by the Publisher hereunder, including patent and trademark rights, to any process or procedure described in the Works.

B. OTHER RIGHTS OF THE AUTHORS (CO-AUTHORS)

The Publisher grants the Author (Co-authors) the following:

1. The right to use print or electronic preprints of the unpublished Work in form and with content accepted by the Publisher for publication in the Journal. Such preprints can be placed as electronic files on the Author's (Co-authors) Website, or on a secure public website of the employer of the Author (Co-authors), but not for the purposes of commercial sale or systematic external distribution by a third party. Likewise, the Author (Co-authors) must:

- include the following notice in the preprint: "This a preprint of the Work accepted for publication in *Journal of Palaeosciences*, © copyright (year), the copyright holder indicated in the Journal;"
- provide an electronic link to the sites of the Publisher, located at: <http://jpsonline.co.in/>.

2. The right to perform free of charge the following actions: to copy or transfer to colleagues a copy of the published article, in whole or in part, for their personal or professional use, for promotion of academic or scientific research, or for informational purposes of the employer, according to Paragraph D. set forth below.

3. The right to use any part of the content from the published Work in a book written by any of the Co-authors.

4. The right to use separate illustrations, tables, and text fragments from the Work for their personal use in teaching, for their inclusion in another work published (in electronic or print format) by a third party or for presenting them in electronic form in intranet, or on the Author's (Co-authors) or Author (Co-authors) Employers' public websites.

5. The right to include the Work in lecture notes for classroom use; for free-of-charge distribution of the Work to students of the Author (Co-authors); or to maintain them in electronic format on a local server, for students to have access to them as part of an educational course; or for internal training programs in the employer's enterprise.

C. WORK OWNED BY AN EMPLOYER

1. If the Work is the work made for hire and the employer retains ownership of it, the Author (Co-authors), must obtain the consent of the employers. The employer hereby transfers to the Publisher by means of this Agreement all copyrights to the Work hereunder.

2. In addition to the rights indicated in the foregoing paragraph B, and the rights transferred to the Author (Co-authors) according to the foregoing paragraph C, the Publisher hereby transfers free of charge to such an employer the right to make copies and to distribute the published Work in electronic or print format within the workplace on the local server of the employer. The employer may place the published Work on a public server only with the written permission of the Publisher, and only upon remission of all necessary payments.

D. COPYRIGHT NOTIFICATION

1. The Author (Co-authors) /employer hereby agree that each single copy of the Work (or any part of it), being distributed or placed by them in electronic or print format (as permitted in the present Agreement), shall contain reference to the copyright provided in the Journal and full reference to the Journal of the Publisher.

E. AUTHORS' GUARANTEES

1. The Author (Co-authors) guarantees that the Work is original, submitted only to this Journal, and has not been published previously.

2. If the Work contains fragments of works or refers to works protected by copyright and belonging to a third party, the Author (Co-authors) must obtain the written permission of the copyright holders for all types of use and to make proper reference to the source.

3. The Author (Co-authors) guarantee that the Work is properly legalized and does not contain libelous statements, infringe other persons' rights including without limitation copyrights, patent rights, or the trademark right, does not contain facts or instructions that can cause damage or injury to third parties, and the publication of the Work does not cause the disclosure of any secret or confidential information including state secrets.

4. The Author (Co-authors) shall indicate in the manuscript of the Work all known and potential conflicts of interest or otherwise explicitly declare at the end of the manuscript that they have no conflict of interest. If the Work reports a study with human participants and/or animals as subjects, the Author (Co-authors) shall confirm at the end of the manuscript that informed consent was obtained from all human participants involved in the study and that all procedures in the studies involving human and/or animal participants were performed according to applicable standards. The Author (Co-authors) hereby agrees and authorizes the Publisher to include relevant statements in the Work using standard wording adopted by the Publisher.

F. OBLIGATIONS AND GUARANTEES OF THE PUBLISHER

1. The Publisher shall undertake to publish the Work according to the schedule dates determined by the Publishing House and to present an electronic preprint of the Work to the Author (Co-authors) at their request upon publication of the Work.
2. The Publisher guarantees: International printing standards, worldwide distribution of the Work, copyright protection, and respect for the moral rights of the Author (Co-authors).

G. VALIDITY OF THE AGREEMENT

1. The present agreement comes into force on the occasion and on the date of pronouncement of the Journal's editorial board of the decision to accept the Work for publication, and is valid during the period stipulated in Paragraph A, Article 1. If the Work is not accepted for publication or the Author (Co-authors) retract the Work before publication, the present Agreement cease to be in force.
2. The parties agree that, in accordance with legislation, they allow and admit that a reproduction of the text of the present Agreement, as well as copies of other necessary and mandatory documents (mentioned in the present Agreement) added to the Agreement, by using such means as mechanical, electronic or other form of copying of the personal signatures and text of the Agreement, will have the same equal force and be considered as an original signature or original document. Facsimile (electronic) copies of the documents are valid and have equal legal force on par with the originals.
3. The Author (coauthors), subject to the applicable legislation, during the term of the Contract, for the purposes of the Contract execution by the Parties, hereby agree(s) to the processing by the Publisher or its authorized persons of his (their) personal data, namely: to the execution of any action (operation) or cumulative actions (operations), performed using

automation facilities or without using such facilities with the personal data, including acquisition, recording, systematization, accumulation, storage, specification (updating, changing), retrieval, use, transfer (dissemination, rendering, access), depersonalization, blocking, deleting, and destruction of the personal data indicated by the Author (coauthors) in this Contract. The Publisher undertakes not to disclose to third parties and not to disseminate the personal data without the consent of the subject of personal data, except for the cases directly specified by the applicable legislation.

H. GOVERNING LAW

1. This Agreement and any claim, dispute or difference (including non-contractual claims, disputes or differences) arising out of or in connection with it or its subject matter shall be governed by, and construed in accordance with the law of the Republic of India.