

## **Licence to BMJ Publishing Group Limited (“BMJ Group”) for Publication**

To be agreed to by corresponding author or guarantor on behalf of all authors  
("Corresponding Author")\*

The *BMJ Group* requires authors of contributions for its journal “Heart” to grant an exclusive licence to help ensure international protection against infringement of copyright for content it publishes, in particular unauthorised photocopying, digital distribution, and other use by third parties, and so that it can handle requests from third parties to reproduce contributions or parts of contributions. If copyright is held by your employer you must obtain the employer’s express written authority to grant an exclusive licence. However, if you are a government employee in agreeing to this licence you have obtained authority to grant a non-exclusive worldwide licence to publish in any media, known now or in the future created, and exploit all subsidiary rights.

Other than when an author has elected the Authors Pays (Unlocked) option for publication, publication by the BMJ Group will be free of charge to the author and will be behind access controls as determined solely by BMJ Group. For authors who have elected to take the Unlocked option, the fee shall be as set out on our website at the time of submission. Any article published under Unlocked will not be behind access controls online.

If the contributions are not published in either the print or electronic versions of Heart or any other BMJ Group products, within 12 months of acceptance (or as otherwise agreed), this agreement shall automatically terminate and all rights shall revert to the copyright owner.

1. In consideration of the BMJ Group agreeing to publish the contribution, the authors (or author, in the case of a sole author) grant:

The BMJ Group and its licencees (and any permitted assigns in accordance with clause 5), for the full period of copyright, including any renewals or extensions throughout the world and in all languages, an exclusive licence (or non-exclusive, where the author(s) are government employees) to publish the above contribution or permit others to do so, in any media, including without limitation, printed and electronic editions, including online, other electronic or digital form whether known now or in the future created, broadcasting and including within Heart and in other derivative or collective works owned solely or jointly by the BMJ Group, and to exploit all subsidiary rights in the contribution.

2. The author(s) confirm that they are the sole author(s) of the contribution which is original work. It has not been previously published in whole or substantial part. The author(s) are the copyright owners of the contribution or are expressly authorised by the copyright owner to grant this licence.

3. The author(s) warrant to the best of their knowledge that the contribution does not contain anything which is libellous, illegal or infringes any one's copyright or other rights.
4. The author(s) acknowledge and accept that BMJ Group may make additional changes to the contribution as considered necessary in accordance with standard editorial processes. Every effort will be made to consult with the Corresponding Author if substantial alterations are made.
5. The author(s) hereby agree that in the event that the BMJ Group sell the whole or part of its business to any third party the licence contained herein shall be assigned to that third party.
6. Ownership of copyright remains with the author(s). In return for the grant of the exclusive licence the author (s) (or, if copyright is vested in the author(s)'s employer, the author (s)'s employer) shall have the following rights for non-commercial use of the contribution, (subject to the proviso that when reproducing the contribution or extracts from it, the authors acknowledge first publication in Heart and provide a full reference or web link as appropriate):

- The right to reproduce a reasonable number of copies of the contribution, by photocopying or downloading from the Heart website, for personal or professional (non commercial) use but excluding any commercial use including selling the right to access the article. It is permitted for authors to use the article for their own teaching purposes.
- For non Unlocked articles, the right to post the accepted manuscript but not the final published version of the article, on the contributor's own and/or his/her institution's website 6 months after the print publication date or if not published in print, from being published online, subject to the necessary acknowledgement and link to the Heart Website (see below\*\*). For the avoidance of doubt, no commercial use may be made of the contribution which includes the resale to any person or entity or consideration or granting any other third party rights, without our expressed written consent.

\*\*This article has been accepted for publication in Heart following peer review. The definitive copyedited, typeset version [insert complete citation information when available] is available online at :

<http://heart.bmjournals.com/>

- In the case of Unlocked articles, the completed final published version may be posted on the contributor's own and/or his/her institution's website immediately on publication, whether online as publish ahead of print (Online First) or in print subject to the necessary acknowledgement and link to the Heart website (see below\*\*). For the avoidance of doubt, no commercial use may be made of the contribution which includes the resale to any person or entity or consideration or granting any other third party rights, without our

expressed written consent.

\*\*This article has been accepted for publication in Heart following peer review. This can also be viewed on the journal's website at

<http://heart.bmjournals.com/>

- The right to publish with the necessary acknowledgement all or part of the material from the published contribution in a book written or edited by the contributor(s). This does not apply to multiple contributions in the same journal, for which permission must be sought.
  - The right to use selected figures and tables and selected text (up to 250 words) from the contribution for incorporation within another work written by the contributor, that is made part of an edited work published in print or digital format by a third party.
  - The right to include the contribution in a compilation for classroom use (course packs) to be distributed free of charge to students at the contributor's institution or to be stored in digital format in datarooms for access by students as part of their course work and for in house training programmes of the contributor(s)'s employer. This does not apply if any charge is made for the compilation (other than photocopying costs) or the training programme.
  - The right to receive a royalty for up to 5 years from publication of 10% of any net receipts less sales commission on orders in excess of £2000 received by the publisher for any single article reprint or translation sales to a single third party, subject however to any fee being determined (if charged) at the absolute discretion of the BMJ Group as may be altered from time to time. If we receive such an order for reprint sales of your article, we will contact the author who submitted the article ("Corresponding Author") at the address given on the published article to find out to whom payment should be made. Corresponding Authors have the responsibility to ensure that all authors have agreed what should be done with any such royalty payment.
7. The author(s) authorise the publisher to take such steps as it considers necessary at its own expense in the author(s)' name and on their behalf if it believes that a third party is infringing or is likely to infringe copyright or the rights granted to the BMJ Group herein in the contribution.
  8. The author(s) hereby consent to the inclusion of electronic links from the contribution to third party material, where-ever it may be located.
  9. This Agreement shall be governed by and construed in accordance with the laws of England without regard to the principles of conflicts of law. The parties hereto submit to the exclusive jurisdiction of the English courts.

\*The following statement must be included in your manuscript:

“The Corresponding Author has the right to grant on behalf of all authors and does grant on behalf of all authors, an exclusive licence (or non exclusive for government employees) on a worldwide basis to the BMJ Publishing Group Ltd and its licencees, to permit this article (if accepted) to be published in Heart and any other BMJ Group products and to exploit all subsidiary rights, as set out in our licence (<http://heart.bmjournals.com/ifora/licence.pdf>)”