



Cardiff University Press  
Gwasg Prifysgol Caerdydd



## **COPYRIGHT ASSIGNMENT FORM FOR PUBLICATION IN THE BRITISH STUDENT DOCTOR**

In order that Cardiff University Press, a publishing initiative of Cardiff University, an educational institution registered by Royal Charter (RC000089) of McKenzie House, 30-36 Newport Road, Cardiff CF24 0DE (“the Press”) can publish your article in *The British Student Doctor Journal*, we require Authors to assign ownership of the copyright of the work to The Foundation for Medical Publishing, a charity registered in England and Wales (1189006) of Neuadd Meirionnydd, Heath Park, Cardiff, CF14 4YS (“The Foundation”), the legal owner of *The British Student Doctor Journal*. Please upload this completed agreement as a supplementary file when you submit your manuscript online.

### **Full/Provisional Title of Article:**

---

### **Author(s):**

---

### **(“the Author”)**

### **Date:**

---

This Agreement is made by and between The Foundation for Medical Publishing (“The Foundation”) and the Author, as above, relating to articles produced for and published within a Journal entitled *The British Student Doctor* (“Journal”). The parties acknowledge the Author could also act as a corresponding author representing a number of authors; where this is the case, the Author hereby undertakes to be responsible for any breaches of its represented authors, and shall ensure that its represented authors comply with the relevant provisions of this Agreement.

The Foundation has commissioned the Author, or the Author has submitted through the online Journal Submissions section, the original article for publication within the Journal provisionally entitled as above (“Article”).

Now, therefore, The Foundation and the Author agree as follows:

1. The Author agrees to provide the Article to The Foundation in accordance with the details set out above, ensuring that any electronic copy of the Article does not contain any virus or other material likely to cause technological harm.
2. The Author confirms that he/she has read and agreed the Copyright Notice at <https://www.bsdj.org.uk/copyright>.
3. In respect of commissioned articles, should the Author fail to deliver the Article in accordance with Paragraph 1, The Foundation may serve notice on the Author to do so within 14 days. If the Author fails to do so within the 14-day notice period, The Foundation may then (at its sole discretion) engage a third party of its choice to complete the Article, having notified the Author of its intention to do so.
4. The Author shall not, unless all rights licensed under this Agreement have reverted to the Author, contribute to or facilitate the creation or publication of any Article for a third party publication or journal that The Foundation reasonably considers to be similar to the Article.
5. In respect of commissioned articles, The Foundation shall be entitled to serve written notice on the Author within 60 days of delivery of the Article that it requires the Author to make changes to the Article within a reasonable specified period to ensure that it is of a reasonably competent standard, and complies with the terms of this Agreement (including all warranties).
6. The Foundation shall notify the Author in writing of its approval (“Approval”) when it believes the Article is in a form acceptable for publication. The Author agrees that if, after Approval of the Article, The Foundation wishes to, or is advised to make, changes to the Article in order to minimise the likelihood of any legal liability ensuing from its publication, or for any other purpose, The Foundation shall be entitled to make further changes and/or to require the Author to do so. The Author will not assert any rights under the Copyright, Designs and Patents Act 1988 to object to derogatory treatment of the Article as a consequence of The Foundation’s changes to the Article arising from translation of it, corrections and edits for house style, removal of problematic material and other reasonable edits.
7. The Foundation shall provide copyedited proofs of the Article to the Author, who shall within 14 days review them, make corrections to them as appropriate, and return them to The Foundation, failing which The Foundation shall be entitled without further notification to the Author to treat such proofs as final.
8. The Author warrants that:
  - (a) the Article will be the Author’s original work and will not be copied wholly or substantially from any other work or material or any other source;

- (b) the Author will be the sole creator of the Article and the legal and beneficial owner of all rights in the Article;
  - (c) the Author is a qualifying person under section 154 of the Copyright, Designs and Patents Act 1988;
  - (d) the Author has not assigned or licensed and will not during the term of this Agreement purport to assign or license to any third party any of the rights granted to The Foundation under this Agreement, and no previous version of the Article has previously been published;
  - (e) the rights granted by this Agreement are free from any security interest, option, mortgage, charge or lien;
  - (f) the exploitation of the rights granted by this Agreement has not infringed, and will not infringe, the rights of any third party; and
  - (g) the Article will contain nothing that is scandalous, libelous, defamatory, obscene, liable to incite racial hatred, seditious, menacing, blasphemous, unlawful, makes an improper invasion of the privacy of any person, or infringes any copyright or other intellectual property rights or violates any other property rights.
9. If the Article contains material requiring permission from copyright owners to reproduce the material, the Author shall make sure, before submission to The Foundation of the Article, that the Author has secured any necessary permission and paid any fee charged by the copyright owner. The Author shall provide to The Foundation on demand the original copies of such consents for inspection or (at The Foundation's option) photocopies of such consents.
10. The Foundation shall be responsible for substantive editing and for all other work necessary for preparation of the manuscript of each issue.
11. In consideration for The Foundation agreeing to distribute and publish the Journal through Cardiff University Press, the Author does hereby grant and assign to The Foundation the copyright for the full period of copyright and all renewals, extensions, revisions and revivals together with all accrued rights of action throughout the world in any form and in any language (including all media, both now known or later developed). The Foundation may assign its rights under this Agreement, including in the form of a Creative Commons License. Notwithstanding the above, the Author retains all proprietary rights other than copyright, such as patent and trade mark rights and rights to any process or procedure described in the Article. This exclusive right to publication includes the right to reproduce and/or distribute the article (including the abstract) throughout the world in printed electronic or other medium, including the right to authorize others (including

Reproduction Rights Organizations such as the Copyright Licensing Agency and Copyright Clearance Center) to do the same, without claim of royalties or other compensation. This copyright is exclusive, perpetual, irrevocable, royalty free and worldwide, allowing The Foundation to publish, produce, promote, and distribute the Article in all digital and non-digital formats, in whole, partial or adapted form, and to licence others to do so, on a worldwide basis and in all languages without claim of fees, royalties or other compensation.

12. It is hereby acknowledged and agreed by the parties that the Author shall not acquire any right, title or interest in or to any website used by The Foundation or its publisher, the Cardiff University Press, in connection with publishing the Journal.
13. Cardiff University Press (as publisher) shall have absolute discretion in addressing any copyright infringement, including issuing and conducting proceedings. The Author agrees to be joined in as a party to the proceedings described in this Paragraph 13.
14. It is hereby acknowledged by the parties that the balance of any award of profits or damages received by The Foundation, the Author, or Cardiff University Press (as publisher) in connection with any proceedings described in Paragraph 13 shall be paid to Cardiff University Press (as publisher), after deduction of The Foundation's and the Author's reasonable costs and expenses (if any) incurred in the preparation and conduct of such proceedings.
15. If either the Author or The Foundation wish to end this Agreement, termination may be accomplished by the party wishing to end the Agreement through the service of 6 months' written notice to the other party. However, in the event that the Author is in breach of the terms of this Agreement, The Foundation shall have the right to terminate this Agreement with immediate effect.
16. On expiry or termination of this Agreement for any reason and subject to any express provisions set out elsewhere in this Agreement:
  - (a) all licences and copyright granted by the Author to The Foundation under this Agreement shall continue;
  - (b) the Author shall not (unless The Foundation and Cardiff University Press agree in writing otherwise) for 2 years from the date of termination permit publication of the Article by any third party unless it has first offered it for publication by The Foundation under terms which are substantially the same as those of this Agreement; and
  - (c) the Author shall return promptly to The Foundation all records and copies of any information of a confidential nature communicated to it by The Foundation, either

preparatory to, or as a result of, this Agreement, to the extent such material remains confidential.

17. The expiry or termination of this Agreement for any reason shall not affect any provision of this Agreement which is expressed to survive or operate in the event of expiry or termination (including Paragraphs 11, 13, 16, 18, 19 and 20).
18. The Author undertakes that the Author shall not at any time during this Agreement, and for a period of 2 years after termination of this Agreement (unless The Foundation and Cardiff University Press agree in writing otherwise), disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of The Foundation except as permitted by Paragraph 19.
19. The Author may disclose The Foundation 's confidential information:
  - (a) to the Author's representatives (including any author of an article for the Journal) who need to know such information for the purposes of exercising the Author's rights or ensuring that the Author's obligations under or in connection with this Agreement are fulfilled. The Author shall ensure that any representatives to whom the Author discloses The Foundation's confidential information comply with terms similar to those of Paragraphs 18, 19 and 20; and
  - (b) as may be required by law, court order or any governmental or regulatory authority.
20. The Author shall not use The Foundation's confidential information for any purpose other than to exercise the Author's rights or perform the Author's obligations under or in connection with this Agreement.
21. Neither party shall assign, transfer, mortgage, charge, sublicense, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of the other party.
22. This Agreement shall commence on the date of this Agreement and continue unless and until terminated by either party pursuant to Paragraph 15.
23. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
24. This Agreement constitutes the entire agreement between the parties. This Agreement supersedes all agreements previously made between the parties relating to its subject matter. Any representation, promise, or condition not incorporated herein shall not be

binding on either party. There are no other understandings or agreements. This Agreement may not be changed in whole or in part unless the parties agree to the change in writing.

25. No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
26. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Paragraph shall not affect the validity and enforceability of the rest of this Agreement.
27. This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
28. Unless it expressly states otherwise, and subject to Cardiff University Press (as publisher) being entitled to enforce the provisions of Paragraphs 13 and 14, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
29. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
30. Any notice given to a party under or in connection with this Agreement shall be in writing and shall be sent by email.

This Paragraph 30 does not apply to the service of any proceedings or other documents in any legal action or, where applicable any arbitration or other method of dispute resolution.

31. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
32. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

This Agreement has been entered into on the date stated at the beginning of it.

**Signed on behalf of all Authors:** \_\_\_\_\_

## **PRE-SUBMISSION ARTICLE CHECKLIST**

**Before submission of any article to *The British Student Doctor*, please complete the following checklist to ensure a complete submission. Submissions which are received without the following items completed will be returned to the author before consideration is given for publication. We advise you to seek appropriate advice if you are unsure about any of the following points.**

- Submission is in Microsoft Word format, and in an easily readable font, size 12, and single-spaced. Page numbers are included on the bottom of each page.
- References are in Cardiff University Vancouver style.
- All figures are included at the end of the manuscript, with in-text markers to indicate their intended print position.
- The manuscript is accompanied with a cover page containing the article's full title, all author details, accurate word count, declaration of any conflicts of interest, authorship and originality statements, and an abstract of maximum 300 words (reflections and correspondence do not require an abstract).
- Expected author details are a) corresponding author's name and full contact details (institution, email address, telephone number and address for written correspondence), and b) name, institution and email address of all other authors.
- All individuals identified as authors of the submission meet the ICMJE criteria for authorship. No individual with the right to authorship has been omitted.
- The manuscript is original – it has not been previously published in any other format, in any other publication, in whole or in part.
- The manuscript is not currently under consideration for publication elsewhere, and I understand that if the journal accepts the manuscript for publication, either as submitted or subject to minor revisions, then it cannot be withdrawn from the journal and published elsewhere.
- The manuscript does not contain any potentially libellous, scandalous, defamatory or unlawful content, and does not make an improper invasion of the privacy of any person.
- The manuscript does not contain any material for which I do not own the copyright. If the manuscript does contain material for which I do not own the copyright, then I have received written permission for this content's publication in *The British Student Doctor*, or

the material is available under a Creative Commons license, and I have included the details of this at the end of the manuscript.

- I have reviewed the editorial policies of *The British Student Doctor Journal* located at <https://www.bsdj.org.uk/editorial-policies>, including the policy on informed consent for patient identifiable information, case reports and interviews. Where applicable, I will upload a scanned signed consent form with the manuscript.
- I have completed the Copyright Assignment Agreement, above, and will upload a scanned copy as a supplementary file, alongside a copy of this pre-submission article checklist.

FOR ORIGINAL RESEARCH ARTICLES ONLY

- The research within this manuscript received appropriate ethical permission, or if not required, this is explained in the manuscript.
- I have discussed this submission with individuals who were involved in the production of this research, but whom do not meet the criteria for authorship, and received appropriate permission for the publication of this research. Relevant individuals include tutors or mentors who have supervised this research, or other individuals who oversaw or supervised the collection of data.
- If this manuscript contains data which has been collected as part of a larger study, or from a research database, I have detailed this in the manuscript and discussed the submission of this manuscript with the relevant individuals, and sought any necessary approvals.

I hereby certify that the above information is true and correct to the best of my knowledge. I understand that the editorial board reserves the right to contact relevant individuals or institutions if a breach in this agreement is found.

**Signed on behalf of all Authors:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**PLEASE UPLOAD A SIGNED COPY OF BOTH THE COPYRIGHT ASSIGNMENT AGREEMENT AND THE PRE-SUBMISSION ARTICLE CHECKLIST AS A SUPPLEMENTARY FILE WHEN SUBMITTING YOUR MANUSCRIPT TO THE BRITISH STUDENT DOCTOR**