

Licence to BMJ Publishing Group Ltd (“BMJ”) for publication of conference abstracts

BMJ and any co-owning organisations of the journal(s) and any third party for whom BMJ publishes on its behalf (“Publishers”) require authors of conference abstracts submitted for publication (“Abstract(s)”) to grant them an exclusive licence. This must be granted by the corresponding author or guarantor on behalf of all authors (“Corresponding Author”).

The Licence

In consideration of the Publishers agreeing to publish the Abstract, and subject to the reversion of rights below, the authors (or author, in the case of a sole author) grant an exclusive licence to the Publishers to publish in their journal(s) (whether jointly or solely owned), books, as a stand alone reprint or any other publication or means howsoever which exists now or in the future, throughout the world, in any media known now or created in the future, to create derivative works and to exploit all subsidiary rights, and sub licence any such rights. If copyright is held by any authors’ employers, the employer’s express written authority to grant this exclusive licence must have already been obtained. No fee shall be paid by the Publishers for the licence granted herein.

The author(s) acknowledge and accept that Publishers may make additional changes to the Abstract 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 and the author(s) name(s) will remain on the Abstract. The Publishers may also retract the Abstract or publish a correction or other notice on or in relation to the Abstract when it considers it appropriate for legal or editorial reasons and this shall be at its absolute discretion.

The author(s) authorise the Publishers to take such steps as they consider necessary without further recourse to the author(s), at their own expense in the author(s)’s name and on their behalf, if they believe that a third party is infringing or is likely to infringe copyright or the rights granted to the Publishers herein in the Abstract.

The author(s) hereby consent to the inclusion of electronic links from the Abstract to third party material wherever it may be located. The author(s) hereby agrees that in the event that the Publishers sell the whole or part of their business (or respective businesses where more than one publisher) to any third party, the licence contained herein shall be assigned to that third party.

Author Rights

Ownership of copyright remains with the author(s) (or the author(s)’s employer) and the author(s) shall have the following rights for non-commercial use of the Abstract (subject to the proviso that when reproducing the Abstract or extracts from it, the authors acknowledge first publication in the journal and provide a full reference or web link as appropriate):

- a. The right to reproduce a reasonable number of copies of the Abstract, by photocopying or downloading it from the

Publishers’ website, for personal, professional, non-commercial use (commercial use includes selling or renting for a fee the right to access the Abstract), and including for authors own teaching purposes;

- b. The right to post the accepted Abstract (but not the final published version) of the article, on the author(s) own and/or his/her institution’s website subject to the necessary acknowledgement and link to the journal(s)’s website;
- c. The right to publish with the necessary acknowledgement all or part of the Abstract in a book solely written or edited by the author(s). This does not apply to multiple Abstracts in the same book, for which permission must be sought;
- d. The right to include the Abstract in a compilation for classroom use (course pack) to be distributed free of charge to students at the author(s)’s institution or to be stored in digital format in secure data rooms for access by students as part of their course work and for in-house training programmes of the author(s)’s employer. This does not apply if any charge is made for the compilation (other than photocopying costs) or the training programme.

Reversion of Rights

If the Abstract is not published by BMJ within 12 months of acceptance of the Abstract (or as otherwise agreed), this agreement shall automatically terminate and all rights shall revert to the copyright owner(s).

Author Warranties

The author(s) warrant that: i) they are the sole author(s) of the Abstract which is an original work; ii) the whole or a substantial part of the Abstract has not previously been published; iii) any third party content included within the Abstract has had all permissions cleared by the Corresponding Author, which is fully consistent with the rights then granted to the Publishers herein, iv) they or their employers are the copyright owners of the Abstract; v) to the best of their knowledge that the Abstract does not contain anything which is libellous, illegal or infringes any third party’s copyright or other rights; vi) that they have obtained all necessary written consents for any patient information which is supplied with the Abstract; and vi) that if required to declare that they have declared or will accurately declare all competing interests to the Publishers. Upon request from the Publisher, the Corresponding Author shall supply evidence of any above the above requested.

Law and Jurisdiction

To the fullest extent permitted by law, these terms will be governed by the laws of England and shall be governed and construed in accordance with the laws of England whose courts shall have exclusive jurisdiction, unless as at the date of formation of any agreement with you either i); an English judgement could not be enforced in the user stated country location; or ii) it would take six months or more for the Publishers to enforce an English judgement in the users stated country location, then it is hereby agreed that this Agreement shall be governed by the laws of the subscriber’s stated country(or state if applicable) and their courts. Notwithstanding any of the above, this clause is governed by the laws of England.