

Licence to BMJ Publishing Group Limited (“BMJ”) and the Lupus Foundation of America for open access publication

To be agreed to by the corresponding author or guarantor on behalf of all authors (“Corresponding Author”). All authors collectively are referred to as the “Contributors”.

In consideration of BMJ and the Lupus Foundation of America (“the Publishers”) considering to publish the article contained within the original manuscript which includes without limitation any diagrams, photographs, other illustrative material, video, film or any other material howsoever submitted (including comments) by the Contributor(s) at any time and related to the Contribution (“the Contribution”) in the online only, open access journal *Lupus Science & Medicine* (“the Journal”), certain rights are required to be granted by each different category of author(s), which are as follows:

1. For employees of the **UK Crown acting in the course of their employment**, a non exclusive Licence, as set out below. All provisions of this document apply. The non exclusivity relates to the original submitted manuscript, video, films, images, photographs, diagrams and/or illustrative material only).
2. For employees of the **US Federal Government acting in the course of their employment**, no copyright exists and the Contribution is in the public domain so no licence is required to be granted. The Author Warranties below apply (excluding 1.iii).
3. For all other authors, an exclusive Licence, as set out below. All provisions of this document apply.

NB where a Contribution is a multi authored work, each author’s element of the Contribution will be dealt with in accordance with 1, 2 or 3 above, as applicable.

The Licence

The Licence granted in accordance with 1 or 3 above is:

A worldwide licence to the Publishers and their licensees in perpetuity (subject to the Reversion of Rights set out below), in all forms, formats and media (whether known now or created in the future), to i) publish, reproduce, distribute, display and store the Contribution, ii) translate the Contribution into other languages, create adaptations, reprints, include within collections and create summaries, extracts and/or abstracts of the Contribution and convert or allow conversion into any format including without limitation audio, iii) create any other derivative work(s) based in whole or part on the Contribution, iv) to exploit all subsidiary rights that currently exist or as may exist in the future in the Contribution, v) the inclusion of electronic links from the Contribution to third party material where-ever it may be located; and, vi) licence any third party to do any or all of the above.

If you and/or any co-author’s employer own the copyright to the Contribution, you must obtain in writing the relevant employers’ consent to grant the licence and agree to all obligations herein. The author(s) hereby agree that, in the event that the Lupus Foundation of America sells the journal to any third party, the benefit and the burden of the Licence contained herein shall be assigned to that third party.

Additional Rights and Obligations

The author(s) (and their employers as applicable), hereby authorise the Publishers to take such steps as they consider necessary at their own expense in the copyright owner’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 Contribution without further recourse to the copyright owner(s). The Corresponding Author acknowledges that all versions of the Contribution, and any associated reviews and responses to those reviews, may be published if the Contribution is accepted for publication.

The Publishers expressly agree to place the final

published post-production Contribution for display on PMC (including their international mirror sites) promptly after publication without extra charge for this deposit to the authors or their employers (provided PMC does not charge the Publishers), which will include any Publisher supplied amendments or retractions.

The author(s) acknowledge and accept that BMJ may make additional changes to the Contribution as considered necessary in accordance with standard editorial processes whether before or after publication. The Corresponding Author will usually see proofs for their Contribution and every effort will be made to consult with the Corresponding Author if substantial alterations are made. BMJ may also retract or publish a correction or other notice when it considers this appropriate for legal or editorial reasons and this shall be at its absolute discretion which shall be exercised reasonably.

Reversion of Rights

If the Contribution is not published in the Journal or any other of the Publishers' products within 12 months of final acceptance by BMJ, (or as otherwise agreed in writing), any Licence granted herein shall automatically terminate and all rights shall revert to the copyright owner. The Publishers may keep a copy of the Contribution as a record (including via any contractor).

Rights Granted to Owners of the Contribution

Ownership of copyright remains with the author(s) or their employers if they are acting in the course of their employment. All rights not expressly granted are, subject to the Licence terms, reserved by the Publishers. In return for the grant of the Licence herein, the copyright owner(s) shall have the following rights for **non-Commercial Use (unless otherwise stated)** of the Contribution:

1. The right to reproduce a reasonable number (no more than 100) print copies of the final Contribution, by copying or downloading from BMJ website, for personal use and to send copies to colleagues in print or electronic form provided no fee is charged and this is not done

on a systematic basis (which includes via mass e-mailings).

2. The right to include the final published post-production Contribution in a compilation for classroom use (course packs) to be distributed free of charge (other than for direct photocopying cost) to students at the Contributor(s)'s institution or to be stored in digital format in data rooms for access by students as part of their course work and for in house training programmes of the Contributor(s)'s employer or at seminars or conferences subject to a limit of 100 copies per conference or seminar.
3. The right to publish the final published post-production Contribution and abstract, as published by the Publishers, in any media from the date of publication for non Commercial Use.

The following statement must accompany the articles posted on the Contributor(s)'s and/or his/her institution's website:

"This article has been accepted for publication in Lupus Science & Medicine following peer review and can also be viewed on the journal's website at www.lupus.bmj.com."

In addition, copyright owners (and the Publishers) may allow third parties to use the final published post-production Contribution in accordance with the one of the following Creative Commons Attribution licences. Which Creative Commons licence will apply to the Contribution shall be determined by the source of the research funding as per below:

a) where the Contribution research is **not** funded by the Wellcome Trust, Research Councils UK (RCUK), National Institutes of Health (NIH) or any other funder that mandates use of the CC BY licence, the Contribution may be re-used under the terms of the Creative Commons Attribution-Non Commercial 4.0 International (CC BY-NC 4.0) see:

<http://creativecommons.org/licenses/by-nc/4.0/>
and

<http://creativecommons.org/licenses/by-nc/4.0/legalcode>

or any updated versions as determined by the Publishers from time to time.

or

b) where the Contribution research *is* funded by the Wellcome Trust, Research Councils UK (RCUK), National Institutes of Health (NIH) or any other funder that mandates use of the CC BY licence, the Contribution may be re-used under the terms of the Creative Commons Attribution 4.0 International Licence (CC BY 3.0) see:

<http://creativecommons.org/licenses/by/4.0/>

and

<http://creativecommons.org/licenses/by/4.0/legalcode>

or any updated versions as determined by the Publishers from time to time

Authors shall be given the opportunity at the point of submission to indicate the funding source and therefore which Creative Commons licence should apply.

To the extent the terms of this licence conflict with the terms of the applicable Creative Commons licence, the terms of the relevant Creative Commons licence shall prevail.

All third party rights within images, diagrams, photographs, other illustrative material or films not owned by the authors or the Publishers must be cleared independently and appropriately, and all of the Publishers' trademarks are to be removed from any derivative works.

Any translations, for which a prior translation agreement with BMJ has not been established, must prominently display the statement:

"This is an unofficial translation of an article that appeared in a BMJ publication. BMJ and/or the Lupus Foundation of America has not endorsed this translation".

4. The right to publish with the necessary acknowledgement of the Publishers and the Journal, all or part of the material from the final published post-production Contribution in a book essay, position paper, or other non peer

reviewed publication authored or edited by the Contributor(s)"s (which may be a Commercial Use). This does not apply to multiple Contributions in the same journal, for which permission from the Publishers must be sought.

For permission to use materials that are beyond uses permitted here, visit

<http://group.bmj.com/group/rights-licensing/permissions>.

"Commercial Use" includes:

- copying or downloading of documents, or linking to such postings, for further redistribution, sale or licensing, for a fee;
- copying, downloading or posting by a site or service that incorporates advertising with such content;
- the inclusion or incorporation of document content in other works or services (other than for legally permitted quotations with an appropriate citation) that is then available for sale or licensing, for a fee.
- use of documents or document content (other than for legally permitted quotations with appropriate citation) by organisations for any promotional or advertising purposes whether direct or indirect, whether for a fee or otherwise. Distribution by or on behalf of pharmaceutical organisations and device manufacturers is considered in all cases as Commercial Use;
- use for the purposes of monetary reward by means of sale, resale, license, loan, hire transfer or other form of commercial exploitation.

Author warranties

The author(s) warrant that: i) they are the sole author(s) of the Contribution which is an original work; ii) the whole or a substantial part of the Contribution has not previously been published; iii) they or their employers are the copyright owners of the Contribution; iv) to the best of their knowledge that the Contribution does not contain anything which is libellous, illegal or infringes any third party's copyright or other rights; v) that they have obtained all necessary written consents for any

patient information which is supplied with the Contribution; and vi) that they have declared or will accurately declare all competing interests to the Publisher.

Anti Bribery

As a service provider to BMJ, you agree that you shall: (a) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements); b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 (as amended) if such activity, practice or conduct had been carried out in the UK; (c) comply with any BMJ Ethics and Anti-bribery Policy supplied to you from time to time including as contained as follows (Relevant Policies):

<http://group.bmj.com/group/about/corporate/Anti-Bribery%20and%20Corruption%20Policy%20-August%202012.pdf> ;

(d) promptly report to the Chief Executive Officer or Chairman of the BMJ any request or demand for any undue financial or other advantage of any kind received by you in connection with the performance of this Agreement; Breach of this Clause shall be deemed a material breach of this Agreement.

Law and jurisdiction

To the fullest extent permitted by law, this Agreement 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 this Agreement either i) an English judgement could not be enforced in the Corresponding Author's stated country location; or ii) it would take six months or more for BMJ to enforce an English judgement in the Corresponding Author's stated country location, then it is hereby agreed that this Agreement shall be governed by the laws of the Corresponding Author's stated country (or state if applicable) and their courts shall have jurisdiction. Notwithstanding any of the above, this clause is governed by the laws of England.

The following statement must be included in your manuscript (other than for US Federal Government Employees acting in the course of their employment):

"I [*insert full name*] the Corresponding Author of this article contained within the original manuscript which includes any diagrams & photographs, other illustrative material, video, film or any other material howsoever submitted by the Contributor(s) at any time and related to the Contribution ("the Contribution") have the right to grant on behalf of all authors and do grant on behalf of all authors, a licence to the BMJ Publishing Group Ltd and the Lupus Foundation of America, to permit this Contribution (if accepted) to be published in any BMJ products and to exploit all subsidiary rights, as set out in the licence at: <http://group.bmj.com/products/journals/instructions-for-authors/licence-forms>)

IF YOU ARE A NATIONAL INSTITUTE OF HEALTH ("NIH") EMPLOYEE, CONTRACTOR OR TRAINEE ADD: I am a National Institute of Health ("NIH") employee, contractor or trainee, and the following cover sheet will be accepted by BMJ and NIH and incorporated into the above Licence <http://group.bmj.com/products/journals/instructions-for-authors/nihcoversheet.pdf>

The following statement must be included in your manuscript for US Federal Government employees acting in the course of their employment:

"I [*insert full name*] the Corresponding Author have the right on behalf of all Contributors to seek publication by BMJ and the Lupus Foundation of America of all content within the submitted Contribution or as later submitted (which includes without limitation any diagrams, photographs, other illustrative material, video, film or any other material howsoever submitted by any of the Contributors at any time and related to this article) and to grant the warranties all as fully set out here: <http://group.bmj.com/products/journals/instructions-for-authors/licence-forms>)

Please tick **one or more** boxes as appropriate:

- I am the sole author of the Contribution.
- I am one author signing on behalf of all co-authors of the Contribution.
- The Contribution has been made in the course of my employment and I am signing as authorised by my employer.
- I am a US Federal Government employee acting in the course of my employment.
- I am not a US Federal Government employee, but some or all of my co-authors are.
- I am an employee of the UK Crown acting in the course of my employment.*
- I am not an employee of the UK Crown acting in the course of my employment but some/all of my co-authors are.*

*Such authors should consult the attached guidance and if necessary return any completed form; see

<http://www.nationalarchives.gov.uk/documents/information-management/articles-ministers-civil-servants-annexa.pdf>