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 (Publisher) requires authors of conference abstracts submitted for publication (Abstract(s)) to grant them an exclusive licence. This must be granted by the lead author (Corresponding Author) on behalf of all authors (Authors).

The Licence

In consideration of the Publisher agreeing to consider publishing the Abstract, and subject to the reversion of rights below, the Corresponding Author grants and is authorised to grant on behalf of the Authors, an exclusive licence to the Publisher to publish in their journal(s) (whether jointly or solely owned), books, as a standalone reprint or in any other publication which exists now or in the future, throughout the world, in any media and on all distribution platforms whether known now or developed or discovered in the future, to create derivative works and to exploit all subsidiary rights, and sub-licence any such rights (the Licence). If copyright is held by any Author’s employer or any third party, their express written authority to grant this exclusive licence must have already been obtained. No fee shall be paid by the Publisher for the grant of the Licence.

The Authors acknowledge and accept that the Publisher may make additional changes to the Abstract if they consider it 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 Publisher may also retract the Abstract or publish a correction or other notice on or in relation to the Abstract if it considers it appropriate for legal or editorial reasons and this shall be at the Publisher’s absolute discretion.

The Authors authorise the Publisher to take such steps as the Publisher considers necessary without further recourse to the Authors, at the Publisher’s own expense in the Authors’ names and on their behalf, if the Publisher believes that a third party is infringing or is likely to infringe the Licence or copyright in the Abstract.

The Authors consent to the inclusion of electronic links from the Abstract to third party material wherever it may be located. The Authors agree that in the event that the Publisher sells the whole or part of its business (or respective businesses where more than one publisher) to any third party, the Licence may be assigned to that third party without further notice to the Authors.

Authors’ Rights

Ownership of copyright remains with the Authors (and/or their employer(s) or other third party, as the case may be). The Authors are granted the rights set out below to use the Abstract for non-commercial purposes only. Commercial use includes selling or renting for a fee, the right to access the Abstract. The rights below are subject to the Author ensuring that when the Abstract or extracts from it, are reproduced, first publication by the Publisher is acknowledged and a full reference or web link (as appropriate) is included. Each Author has the right:

a. To reproduce no more than 100 print copies of the Abstract for personal or professional use, by photocopying or downloading it from the Publisher’s website.

b. To post the Abstract on the Author’s own and/or their institution’s website.

c. To publish all or part of the Abstract in a book solely written or edited by the Author. This does not apply to multiple Abstracts in the same book, for which permission must be sought.

d. To include the Abstract in a compilation for classroom use (course pack) to be distributed free of charge to students at the Author’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 at the Author’s institution. This does not apply if any charge is made for the compilation (other than photocopying costs) or the training programme.

e. To use the Abstract or any part of it in, or as the basis of, any full length article(s). The copyright to any such article(s) shall vest outside of the Licence and not with the Publisher unless otherwise agreed in writing.

Reversion of Rights

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

Open Access

In relation any Abstract stated to be “Open Access”, copyright owners (and the Publishers) may allow third parties to use the Abstract(s) under the terms of the Creative Commons Attribution-Non Commercial 4.0 International (CC BY-NC 4.0) or any subsequent versions of this licence as determined by BMJ, unless the research on which the Abstract(s) is based is funded by the Wellcome Trust, Research Councils UK (RCUK), NIHR, or any other funder that mandates the use of CC-BY licence, then the Abstract may be re-used under the terms of the Creative Commons Attribution 4.0 International Licence (CC BY 4.0) or any subsequent versions as determined by BMJ. The Corresponding Author is required to advise BMJ before publication whether the funding source is one of the bodies referred to above.

Irrespective of which Creative Commons licence applies, BMJ requires that all reuse of the Abstract(s) (other than an exact republication) must remove any BMJ trade marks.

Any translations of the Abstract(s) permitted under any Creative Commons licence, must include the following statement:

“This is an unofficial translation of an abstract that appears in a BMJ publication. Neither BMJ nor its licensors has endorsed this translation.”
Author’s Warranties
The Corresponding Author warrants that: i) he or she is authorised to enter into this agreement, to grant all rights and adhere to all obligations, on behalf of the other Author(s) and ii) the Author(s) are the sole Author(s) of the Abstract which is an original work; iii) the whole or a substantial part of the Abstract has not previously been published; iv) any third party content included within the Abstract has had all permissions cleared by the Corresponding Author, v) to the best of their knowledge the Abstract does not contain anything which is libellous, illegal or infringes any third party’s intellectual property rights including moral rights; vi) they have obtained all necessary written consents for any patient information which is supplied with the Abstract; and vii) if required to declare, that they have declared or will accurately declare all competing interests to the Publisher. Upon request from the Publisher, the Corresponding Author shall supply evidence of any of above.

Law and Jurisdiction
This agreement is governed by and shall be construed in accordance with the laws of England whose courts shall have exclusive jurisdiction to settle any dispute arising in connection with it.