



PUBLISHING

Open Access Licence to Publish

Parties

Commonwealth Scientific Industrial Research Organisation (ABN 41 687 119 230) of Research Way, Clayton VIC 3168 t/as CSIRO Publishing (**CSIRO Publishing**)

and

Copyright Owner(s) as set out in the Details

Details

Copyright Owner	Insert full name and address of the Copyright Owner
Copyright Owner 2 [Delete if not applicable]	Insert full name and address of the Copyright Owner
Copyright Owner 3 [Delete if not applicable]	Insert full name and address of the Copyright Owner
Copyright Owner 4 [Delete if not applicable]	Insert full name and address of the Copyright Owner
Author(s)	Insert full name of each Author
Paper title at submission [working title subject to change]	Insert title of Work
Manuscript number	Insert manuscript number
Journal	Insert Journal name

Recitals

The Copyright Owner(s) would like CSIRO Publishing to publish the Work.

The Author(s) have created the Work and the Work has been submitted to CSIRO Publishing for CSIRO Publishing to publish the Work in accordance with the terms of this Agreement.

1. Signing of this Agreement

1.1 By signing this Agreement, the Copyright Owner(s) acknowledge they have read and accepted the terms of this Agreement.

2. Submission and review of the Work

2.1 The Copyright Owner(s) confirm that at the time of submitting the Work to CSIRO Publishing, CSIRO



PUBLISHING

Publishing was granted (and to the extent this was not effective, hereby grant with effect from the date of submission) a sublicensable licence to reproduce and review the Work for the purpose of assessing the Work for potential publication.

2.2 CSIRO Publishing will publish the Work in the Journal if, in its sole-discretion, it determines that it is appropriate to do so.

2.3 If the Work is withdrawn, rejected or otherwise not published by CSIRO Publishing, CSIRO Publishing will inform the Copyright Owner(s) of this in writing (**Notice**) and the licence granted in clause 3.1 will not take effect, or if the licence has taken effect, such licence will terminate with immediate effect upon giving of the Notice. CSIRO Publishing and any Editor may retain a copy of the Work as reasonably required.

3. Licence and open access

3.1 To the extent that any copyright subsists in the Work in any territory, the Copyright Owner(s) hereby grant to CSIRO Publishing a non-exclusive, sublicensable, transferable, royalty-free, world-wide licence to edit, adapt, publish, reproduce, distribute, communicate to the public and otherwise use the Work or any part of the Work in all forms and media and in all languages for the full remaining term of the copyright subsisting in the Work.

3.2 The Copyright Owner(s) agree to:

- (a) include a link and/or reference to the VoR as published by CSIRO Publishing on all digital copies used by it in accordance with clause 3.2; and
- (b) ensure that the Work is not used in any way that implies or represents that CSIRO Publishing, the Journal or the Editors endorse any product or procedure described in the Work.

3.3 Subject to clause 2.2 above, CSIRO Publishing will publish the VoR in the Journal under the terms of the Creative Commons licence as selected by the Author(s) and subject to payment of any applicable APC.

4. Warranties

4.1 The Copyright Owners warrant and represent to CSIRO Publishing that:

- (a) they have full authority and power to agree to and enter this Agreement;
- (b) the Work is an original work created by the Author(s);
- (c) where the Work does not include any third party material, the Copyright Owner(s) are the owner(s) of all copyright in the Work;
- (d) where the Work includes any third party material, the Copyright Owner(s) have obtained all rights from the relevant third parties to include the material in the Work and license the copyright in the material to CSIRO Publishing in accordance with the terms of this Agreement;
- (e) they have the right to grant the licence in clause 3.1;
- (f) the Work and CSIRO Publishing's reasonable use of the Work, in accordance with the licences granted to it under this Agreement, does not infringe any intellectual property rights, moral rights or any other rights of any person;
- (g) the Work has not been published in any form (except if included in a preprint server);
- (h) the Work is not presently being considered for publication with another publisher;
- (i) they are not the subject or target of or otherwise affected by any sanctions imposed by the sanctions authority of any government;
- (j) the Work does not contain any subject matter that contravenes any applicable laws (including defamatory material, misleading and deceptive material) or any material that would harm the reputation of CSIRO Publishing;
- (k) the Work does not contain any material that breaches any confidentiality obligation or discloses any personal information of any person without that person's written consent;



PUBLISHING

- (l) all statements in the Work purporting to be factual are true and any formula, instruction or equivalent contained therein will not, if followed correctly, cause any injury or damage to the user;
 - (m) there are no actual or apparent conflicts of interest connected to the Work that have not previously been declared;
 - (n) if they have used any artificial intelligence tool in the writing of the manuscript or production of any of its graphical elements or in the collection or analysis of data, they have disclosed in the 'Materials and Methods' section of the Work which tool(s) and how it was used;
 - (o) they agree to comply with any and all applicable CSIRO Publishing policies as at the time of entering into this Agreement. These policies are currently accessible on the CSIRO Publishing website; and
 - (p) the Work meets all ethical standards applicable to the research discipline.
- 4.2 If, following consultation with the Copyright Owner(s), CSIRO Publishing reasonably considers that any Copyright Owner has breached any of the warranties or representations in clause 4.1, CSIRO Publishing may cease making available or publishing the Work, or require that the Copyright Owner(s) make any necessary revisions to the Work.
- 4.3 Each Copyright Owner must notify CSIRO Publishing promptly if it becomes aware of any circumstances that materially affect any warranty given in clause 4.1.
- 4.4 The Copyright Owner(s)'s liability for any loss to CSIRO Publishing arising from a breach of any of the warranties in clause 4.1 is reduced to the extent that CSIRO Publishing caused such loss through its wilful misconduct or negligence.

5. General provisions

5.1 This Agreement is governed by the laws of Victoria, Australia and the parties submit to the

non-exclusive jurisdiction of the courts of Victoria, Australia.

5.2 If a clause of this Agreement is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this Agreement.

5.3 The Copyright Owner(s) may not assign or novate any right or obligation under this Agreement without the prior written consent of CSIRO Publishing.

5.4 Each party will do all things and execute all documents necessary to give full effect to this Agreement.

5.5 A provision of or a right created by this Agreement cannot be waived except in writing and signed by the party granting the waiver.

5.6 This agreement (including a counterpart) may be signed and exchanged electronically by any or all of the parties. This agreement may be executed in counterparts and the counterparts taken together constitute one document.

5.7 The signatories to this Agreement warrant and represent that they have the authority to enter into this Agreement on behalf of the party they are stated to represent.

6. Interpretation and definitions

6.1 In this Agreement, unless the context otherwise requires:

- (a) a word denoting an individual (such as a 'person') includes a corporation, firm, authority, unincorporated association or instrumentality;
- (b) words in singular include plural and words in plural include singular;
- (c) a reference to a party includes their successors and permitted assigns; and
- (d) every obligation entered into by two or more parties bind them jointly and each of them severally.

6.2 In this Agreement, capitalised terms have the meanings set out below:



PUBLISHING

APC means Author Publication Charge or Article Processing Charge being the fee (if any) charged by CSIRO Publishing for the publication of an open access article.

Author(s) are all authors of the Work and are set out in the Details.

Authors Accepted Manuscript means the version of the Work that has been accepted for publication. This version may include revisions resulting from peer review, but may be subject to further editorial input by the CSIRO Publishing.

Editor means an editor of the Journal.

Journal has the meaning set out in the Details.

Version of Record or **VoR** means the version of the Work that is formally published in the Journal.

Work means all the material that comprises the article submitted to CSIRO Publishing that relates to the work referred to in the Details, and includes all revisions made thereto such as the Authors Accepted Manuscript and the VoR.

Where the **Work** is to be published in the Australian Energy Producers Journal, **Work** also includes the presentation slides and/or poster, that relates to the work referred to in the Details, which will be presented by one or more of the Authors at the Australian Energy Producers Conference and Exhibition.

Signed by or on behalf of the **Copyright Owner**:

.....
Signature

.....
Full name, position

.....
Date

Signed by or on behalf of the **Copyright Owner 2**

.....
Signature

[Delete if not applicable]

.....
Full name, position

.....
Date

Signed by or on behalf of the **Copyright Owner 3**

.....
Signature

[Delete if not applicable]

.....
Full name, position

.....
Date



PUBLISHING

Signed by or on behalf of the **Copyright Owner 4**

.....

Signature

[Delete if not applicable]

.....

Full name, position

.....

Date