Licence agreement for use of articles funded by the Wellcome Trust and published in the British Journal of Psychiatry

Background:–

The Royal College of Psychiatrists (“College”), which publishes the British Journal of Psychiatry (“Journal”), offers authors of research articles wholly or partly funded by the Wellcome Trust and accepted for publication in the Journal the option to have their articles made freely available electronically from the PubMed Central (PMC) and UK PubMed Central (UKPMC) repositories from the time of publication upon payment of a fee.

The copyright in all such articles accepted for publication in the Journal belongs to the College. Where the author has elected to participate in the optional open access scheme, the College will deposit the final peer-reviewed article, as published, in PMC/UKPMC. Subsequent use of the article is governed by the terms of the following Licence.

Licence:–

1. The College grants to each user (“User”) of any article funded in whole or part by the Wellcome Trust and published by the Journal under the open access scheme a worldwide, royalty-free, non-exclusive, perpetual licence to access, download, copy, use (for example for text and data mining purposes), disseminate, display, adapt and translate the article subject to the following restrictions:–

1.1 all such access and use etc. must be for non-commercial purposes only. Commercial purposes would include without limitation the use of the article or any part of it (other than reasonable quotations with appropriate and correct citation details) for a fee, for any commercial advantage, in connection with any activity involving the payment of a fee or by for-profit organisations for promotional purposes, whether for a fee or otherwise, or the copying, downloading or posting of the article by a site or service that incorporates advertising with such content;

1.2 the moral rights of the author, including the right to be identified as the author of the article and the right not to have the article subjected to any derogatory treatment, must not be impaired or restricted in any way;

1.3 where content in the article is identified as belonging to a third party, the User is responsible for obtaining consent from the third party for the right to re-use any such content;

1.4 any adaptation of the article, including any translation, must be clearly identified as such by the inclusion of an appropriate statement, for example: “The original work has been translated from English to German and, unless any such adaptation has been carried out with the prior written consent of the College, such statement shall include the additional words: “and the resultant work is unofficial and not endorsed by the Royal College of Psychiatrists or the British Journal of Psychiatry”;

1.5 the User is not permitted to sublicense the article;

1.6 all copyright notices and any disclaimers or warranties contained in the article must be kept intact; and

1.7 the User must attribute the Journal as the original place of publication of the article with correct citation details (title, volume, issue, page numbers etc.) and include a link (or reference) to the official published version of the article on the Journal’s website at (address).

2. The User is not permitted to use the article for a purpose outside of the scope of the licence granted under paragraph 1 without the prior written consent of the College, which can be applied for by writing to publications@rcpsych.ac.uk
3. To the fullest extent permitted by law, the College excludes all representations, warranties or conditions of any kind concerning the article, whether express, implied, statutory or otherwise, including without limitation warranties of title, merchantability, fitness for a particular purpose, non-infringement or accuracy.

4. To the fullest extent permitted by law, in no event will the College be liable to the User for any losses or damages of any kind, including without limitation any special, indirect or consequential losses or damages, howsoever arising out of this Licence and/or the use of the article.

5. The licence granted under paragraph 1 above will terminate immediately upon any breach by the User of the terms of this Licence. Upon any such termination the remaining provisions of this Licence shall remain in full force and effect.

6. Without prejudice to this Licence, which will remain in full force and effect subject only to the rights of termination set out in paragraph 5 above, the College reserves the right at any time to release the article under different terms of licence and/or to cease distribution of the article.

7. If any provision of this Licence is declared void or unenforceable either in whole or in part then such whole or part provision will be deemed deleted from this Licence and the enforceability of the remainder of this Licence will not be affected.

8. A waiver of a right or remedy provided by this Licence or by law will only be effective if made in writing and signed by the party entitled to exercise the right or remedy, and no single or partial exercise of any such right or remedy will prevent further exercise of the right or remedy or the exercise of another right or remedy.

9. This Licence constitutes the entire agreement between the College and the User with respect to the use of the article, save in circumstances of fraud or fraudulent misrepresentation. No variations of this Licence will be effective unless made in writing and signed by the College and the User.

10. This Licence is governed and construed in accordance with English law and the College and the User submit to the non-exclusive jurisdiction of the English courts in respect of this Licence and its subject matter.