

NOTES ON THE ASSIGNMENT OF COPYRIGHT

Why do we ask for copyright to be assigned?

- 1 The policy of Blackwell Publishing (acting as agent for the American Headache Society) is to acquire copyright for all Articles. The reasons for this are:
 - (a) ownership of copyright by one central organization facilitates international protection against infringement, libel or plagiarism;
 - (b) it enables the most efficient processing of permissions and licensing in order that the Article can be made available to the fullest extent both directly and through intermediaries, and in both print and electronic form;
 - (c) it enables Blackwell Publishing to maintain the integrity of an Article once refereed and accepted for publication, by facilitating centralized management of all media forms including linking, reference validation and distribution.

What rights does the author retain?

- 2 The author retains his or her rights in the Article including the right to be identified as the author whenever and wherever the Article is published. We will make sure that your name and the name(s) of your co-author(s) is/are always clearly associated with the Article and, while you do allow us to make necessary editorial changes, we will not make any substantial alteration to the Article without consulting you. When the Article is accepted, we undertake to publish it as soon as we reasonably can. If it is rejected, this Agreement is automatically cancelled and all the rights come back to you.
- 3 In addition to the rights stated above the author shall retain the following rights:
 - (a) The right, after publication by Blackwell Publishing, to use all or part of the Article and abstract, without revision or modification, in personal compilations or other publications of the author's own works, and to make copies of all or part of such materials for the author's use for lecture or classroom purposes (excluding the preparation of course pack material for onward sale by libraries and institutions), provided that the first page of such use or copy prominently displays the bibliographic data and the following copyright notice: '© [Year] the American Headache Society'.
 - (b) Prior to publication, the author may share with colleagues print or electronic 'preprints' of the unpublished Article, in form and content as accepted by Blackwell Publishing for publication in the Journal. Such preprints may be posted as electronic files on the author's own website for personal or professional use, or on the author's internal university, college or corporate networks/intranet, or secure external website at the author's institution, but not for commercial sale or for any systematic external distribution by a third party (e.g., a listserv or database connected to a public access server). Prior to publication, the author must include the following notice on the preprint. 'This is a preprint of an Article accepted for publication in *Headache: The Journal of Head and Face Pain* © [Year] the American Headache Society'.
 - (c) After publication of the Article by Blackwell Publishing, the preprint notice shall be amended to read as follows: 'This is an electronic version of an Article published in *Headache: The Journal of Head and Face Pain*,' and shall include the complete citation information for the final version of the Article as published in the print edition of the *Headache: The Journal of Head and Face Pain*. The author agrees not to update the preprint or replace it with the published version of the Article without first seeking permission from Blackwell Publishing. Posting of the published Article on an electronic public server can only be done with written permission from Blackwell Publishing.
- 4 You may continue to use your Article solely as set forth in Note 3 above provided that the Journal is acknowledged as the original source.
- 5 Assignment of copyright in the Article does not infringe your other proprietary rights such as patent and trade mark rights.

Permissions

- 6 In addition to reproduction in conventional printed form the Article and the accompanying abstract may be stored electronically and then delivered electronically or in printed form to meet individual requests thus increasing exposure of the Article to the international community. This transfer includes the right to adapt the presentation of the Article for use in conjunction with computer systems and programs, including reproduction or publication in machine-readable form and incorporation in retrieval systems.
- 7 Should the copyright be held by someone other than the author, e.g., the author's employer, Blackwell Publishing requires non-exclusive permission to administer requests from third parties. All correspondence will be conducted with the author, who is presumed to be authorized by the copyright owner to deal with such questions on the owner's behalf.
- 8 The Journal is registered with the Copyright Clearance Center (Massachusetts) and the Copyright Licensing Agency (London) and other Reproductive Rights Organizations. These non-profit making organizations offer centralized licensing arrangements for photocopying.

Government employees

- 9 If you are or were a US Government employee and the Article is made in that capacity, there is no copyright to assign, but you must sign the form to confirm the author warranties in Section A. If you are or were a UK Crown servant, or a Canadian or Australian government employee, and the Article is made in that capacity, the Article must be submitted for clearance by the Permanent Head of the Department concerned, and you must sign the form to confirm the author warranties in Section A. If the Article is determined to be copyrightable at a later date, then copyright and all rights included in this will be transferred to Blackwell Publishing.

Where an Article is Crown copyright, Blackwell Publishing must be informed as soon as it is accepted for publication so that the appropriate arrangements can be made with HMSO.

Applicable Law

- 10 The law governing this Agreement is the law of the United States and its various States, except where the Journal is published in another jurisdiction, in which case the law of that jurisdiction applies. Any dispute concerning this Agreement shall be subject to the non-exclusive jurisdiction of the courts of the United States and its various States, except where the Journal is published in another jurisdiction, in which case the courts of that jurisdiction shall determine any such dispute.

This Agreement is made with *Headache: The Journal of Head and Face Pain* and the American Headache Society. The Agreement is for the Article submitted by you (“Author”) for publication in *Headache: The Journal of Head and Face Pain*, published by Blackwell Publishing, Inc., on behalf of the American Headache Society, and is referred to in this Agreement as “Article”.

To enable Blackwell Publishing to publish the Article in *Headache: The Journal of Head and Face Pain* (“the Journal”), the ownership of copyright must be established. Please read and complete the form below (Section A plus Section B or C, as appropriate) and return one copy to the address given below. There are explanatory notes to this Agreement, which also form part of the Agreement.

The Article cannot be published until this signed Agreement is received by the Journal.

SECTION A: Author’s Warranty (Please PRINT your details)

Name:

Address:

Article title (or provisional Article title):

Names of all authors in the order in which they appear in the Article:

Please check any that apply:

- I am or was a US government employee, and the article is made in that capacity (please see Note 9).
- I am or was a UK, Canadian, or Australian government employee, and the article is made in that capacity (please see Note 9).

In consideration of the publication of the Article in the above Journal, I hereby warrant and undertake:

- a. that this Article is an original work, has not been published before and is not being considered for publication elsewhere in its final form either in printed or electronic form.
- b. that I have obtained permission from the copyright holder to reproduce in the Article (in all media including print and electronic form) material not owned by me, and that I have acknowledged the source;
- c. that this Article contains no violation of any existing copyright or other third party right or any material of an obscene, indecent, libellous or otherwise unlawful nature and that to the best of my knowledge this Article does not infringe the rights of others;
- d. that I will indemnify and keep indemnified the Editors, the American Headache Society and Blackwell Publishing against all claims and expenses (including legal costs and expenses) arising from any breach of this warranty and the other warranties on my behalf in this Agreement;
- e. that in the case of a multi-authored Article I have obtained copyright assignment from all co-authors, in writing, to enter into this Agreement on their behalf and to bind them to it, and that all co-authors have read and agreed to the above warranties.

SECTION B: Copyright Assignment

In consideration of the publication of the Article in the Journal, I hereby assign to the American Headache Society copyright for the full period of copyright and all renewals, extensions, revisions and revivals together with all accrued rights of action throughout the world in any form and in any language (including all media, both now known or later developed). The American Headache Society may assign its rights under this Agreement. Notwithstanding the above, I retain all proprietary rights other than copyright, such as patent and trade mark rights and rights to any process or procedure described in the Article.

Full detail regarding the assignment of copyright, the management of permissions, and what rights are granted back to the authors can be found on the accompanying Notes, which you agree are fully incorporated into, and form part of, this Agreement.

AGREED:

Author: Signed: Date:

In signing this form, the signee warrants that any authors not signing have granted the signee the power of attorney to do so on their behalf, and that the manuscript submitted has been approved by these authors in the form in which it has been submitted, and that the warranties given above have been read and agreed by all authors.

SECTION C: If copyright in the Article is owned by someone other than the Author

I hereby grant the American Headache Society non-exclusive rights to reproduce and/or distribute this Article (in full or in part) and to publish the same throughout the world in any format and in all languages including without limitation in printed, electronic or other medium on optical disk, transmission over the internet and other communication networks and in any other electronic form, and to authorize others (including reproduction rights organizations such as the Copyright Licensing Agency and the Copyright Clearance Center) to do the same. The American Headache Society may assign its rights under this Agreement.

Title of copyright holder:

This will be printed on the copyright line on each page of the Article. It is the Author's responsibility to provide the correct information of the copyright holder.

Signed on behalf of copyright holder: Date:

Title/position/address:

.....
In signing this form, the signee warrants that the manuscript submitted has been approved by all authors in the form in which it has been submitted, and that the warranties given above have been read and agreed by all authors.

PLEASE RETURN A SIGNED COPY OF THIS FORM TO:

(a fax to (+1) 781-395-0469 is acceptable, but the original must follow within 7 days)

Jason Roberts, PhD
Managing Editor, *Headache*
PO Box 651
Medford, MA 02155
USA