

Alexander Studies Online

Contributor Master Agreements - Plain English Introduction

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Scope of the Contributor Master Agreements

An important aim of Alexander Studies Online is to help authors get their work published, whether by Alexander Studies Online itself or, more usually, through other channels. The **Contributor Master Agreements** are contracts between STAT (as the company that owns ASO) and authors, establishing the terms and conditions under which ASO accepts material submitted by you, the author, for publication by ASO. In the agreements, we call each separate piece of work accepted for publication a “Contribution” and the authors “Contributors”. A “Contribution” includes all its related material such as abstracts, illustrations etc.

The Contributor Master Agreements are intended to cover any material or work submitted by you for publication by ASO. There are minimally formal procedures to tie each *individual* contribution to the appropriate Master Agreement.

In a nutshell

- your agreement is with STAT because ASO is not a legal entity; references to “ASO” or “Alexander Studies Online” mean “STAT operating as the publisher of Alexander Studies Online”
- you retain the copyright of your work and the rights to publish it elsewhere (with certain provisos in certain cases)
- you grant STAT indefinite, non-exclusive, royalty-free licences to publish your contributions but only via ASO (unless otherwise agreed by you outside of this agreement)

We take your work seriously

It might be thought that the Master Agreements are unnecessarily heavyweight for low volume publishing and particularly as regards those Contributions that are only published for peer commentary to a restricted audience. However, ASO’s purpose is to promote higher standards in the treatment of ideas, debate, research and scholarship concerning the Alexander Technique. We think it is right to construct agreements with a correspondingly greater attention to principles and detail. An historic lack of attention to the relationship between publisher and author means that the copyright position with much previously-published material is unclear, making it less available for re-publication and thus diminishing the richness of our intellectual eco-system.

Formal author agreements are contracts and are the norm in scholarly publishing. Our agreements are more carefully constructed than many comparable agreements that you may come across, also addressing issues that are specific to our approach and unlikely to arise when publishing in mainstream academic print journals.

Publication options – access to your material

ASO can publish your material in one or both of the following ways:

1. solely for the purposes of **peer commentary**, in a restricted area of the ASO website [=restricted publication]
2. to the wider public [=unrestricted publication].

There are separate Master Agreements for these routes.

Copyright: common to both options

You the author always retain the copyright of your material. We ask only that you grant us a licence to publish the material as described below. We do not acquire long-term control over what you the author can do with your material once it has been published by us: you might choose to publish it elsewhere.

Licence for unrestricted publication

If you submit material to Alexander Studies Online for unrestricted publication you will need to grant ASO an **irrevocable, royalty-free, non-exclusive licence** to publish the material **in any format to any audience or readership** (though for the foreseeable future we will only publish online, i.e. via our website). This gives us flexibility regarding future approaches to publication as technologies and reader preferences change. We could at some future date charge for access to the material online or print a particular contribution in a volume of essays.

This is comparable with the kind of licence required by a typical academic journal but with fewer requirements than you would normally have to accept: for example, we don't require an exclusive licence. This point needs emphasising: the licence you grant to ASO **does not restrict what you yourself can do with your material** (with minor exceptions noted in the next section); and you do not assign us the copyright.

There are two versions of this agreement. One is for [republication](#) only. This is a simpler version that is designed for material that has been published elsewhere previously. It therefore lacks various provisions that apply where ASO is publishing original material for the first time. However, if you sign the [full version](#) of the Agreement then it will also cover republication.

Licence for unrestricted publication – exclusivity and acknowledgment

With **contributions that ASO has published under a licence for unrestricted publication**, you may also publish your contribution elsewhere, with the following provisos:

- you should not do so during an “embargo period” of 180 days (approximately six months) following original publication by ASO;
- where material is subsequently published elsewhere you should credit ASO with the first publication of such material;
- you should not redistribute the published material in the format generated by ASO (if you want people to access your material in the ASO format you should instead direct people to the ASO website).

The first two of the foregoing points (but not the third) don't apply to material previously published elsewhere and now being republished by ASO. In such cases, ASO would credit the original publisher and there would be no embargo period or requirement for you to acknowledge ASO's role.

Licence for restricted publication

If you submit material to Alexander Studies Online for restricted publication you are granting ASO an **irrevocable, non-exclusive licence** to publish material in digital form in restricted areas of our website that are accessible only to our community of scholars (known as “Authorised Contributors”).

The purpose of this approach is to allow you to benefit from constructive feedback in a safe and supportive environment before going on to publish your material in an improved state, either via ASO or via another channel such as one of the Alexander print journals.

You'll want to be aware that under [this licence](#)

- your contribution will sit permanently in our secure area
- we have no rights to publish it in any other form and no one other than Authorised Contributors should have access to it.

As the concept of “authorised contributor” is fundamental to this licence, it is further described in an excerpt from the [relevant website page](#) annexed to the agreement.

Peer review and unrestricted publication

You may submit material to ASO for **peer review**, which is a confidential “double-blind” process during which the material is not actually published, only distributed to (normally) two peer reviewers from the Editorial Advisory Board.

However material is only accepted for peer review on the basis that it will be available for unrestricted publication by ASO once it has been through the peer review process (and assuming it meets ASO standards and is not rejected as a result of the peer review). Therefore to secure a peer review you would need to grant us a Licence for Unrestricted Publication. To look at it the other way around, we don't offer peer review for materials that are going to be published somewhere else.

If you don't want to commit yourself to the material being published by ASO at the end of the peer review process, then you should use the **peer commentary** process instead (option 1 above).

Right to reply

Whether your contribution is published for peer commentary only or is more widely available it may be subject to comments by others. We therefore give you a permanent right to reply which will exist so long as we publish your material.

Respecting your copyright preferences

When we publish your material the default is that the copyright is attributed to you and we publish it with all rights reserved to you.

However, if you choose, we can publish your material under one of the two Creative Commons Licences that do not allow commercial derivatives. In that case, you would need to specify which of the licences we should use. We would normally only use the version of the licence current at the time the material is published.

Duration of licences

The licences you, the author, grant us are in principle irrevocable which means they could last indefinitely. However, they expire automatically if we fail to publish the contribution within an agreed period of time.

The default period granted to us to achieve *restricted* publication is 14 days although we would normally expect a contribution to be published within two or three days.

There is no default period of time for contributions submitted for *unrestricted* publication as it depends on the nature and length of the contribution and the review processes the contribution goes through. The expiry period associated with non-publication by ASO will therefore be agreed individually for each submission.

ASO can relinquish a licence if, for whatever reason, we decide not to publish your contribution. You can revoke the licence at any point before we have published the contribution.

In theory, you could revoke our licence during an ASO peer review process (which you may recall involves us having a licence for unrestricted publication) and then go on to publish the same or similar material via another route having benefited from our peer review process. Although there would be no contractual sanctions (as the Agreement does not prevent this), we would regard this as contrary to the spirit of the agreement with you and it would affect our treatment of future submissions. This is because we see your grant to us of the licence to publish your contribution as the price you pay for a peer review process, which may involve our peer reviewers and the editorial team in considerable expenditure of time. By contrast, peer commentary is entirely voluntary on the part of those supplying comments and requires less editorial intervention and there is no expectation that the commented-on work will be published by ASO.

Dual licences

ASO would be unlikely to offer unrestricted publication of original material (other than say blog or forum posts) without it having been through a peer review or peer commentary process. Thus, where you submit a contribution for unrestricted publication by us, if it doesn't go through a peer review process it will probably need to go through a peer commentary process, in which case we would also need you to grant us a licence for restricted publication. We would combine the grant of two licences into a single exchange of emails.

Warranties

Naturally, we ask you to warrant that you are in a position to grant us a licence to publish any material you submit: we need to know that you actually are the copyright holder. If there are multiple authors we expect you to warrant that you have the permission of the other authors to submit it and if you incorporate copyrighted material beyond what is normally regarded as "fair use" we expect you to have obtained the necessary permissions.

For our part, we warrant that whoever completes a Master Agreement on behalf of ASO has the authority to do so.

Further reference is made to the above warranties in the email exchange that creates an agreement around an individual contribution.

Authority to issue Digital Object Identifiers

If ASO proceeds to unrestricted publication of your material and we are the first publisher then by accepted standards the version published by us is the "Version of Scholarly Record" and you are required to give us authority to issue a Digital Object Identifier [DOI] for it. According to our sources at the British Library,

authority to issue a DOI should not be assumed and is separate from copyright (which in any case we do not hold).

We may not issue DOIs in the short term, as we are not yet authorised to issue them, but in principle it is something we would like to do as it is accepted good practice in scholarly publishing. If we do not issue a DOI and your material is published elsewhere by an organisation that is able to issue a DOI, you are entitled to ask them to issue a DOI and if you inform us of this we are then obliged to relinquish our right to issue a DOI.

ASO and STAT

Alexander Studies Online is not a legal entity: it is an initiative of the Society of Teachers of the Alexander Technique Ltd [STAT]. Thus the Contributor Master Agreements are between STAT and the author rather than between ASO and the author, as only STAT has the legal capacity to enter into the agreement.

But STAT also recognises that authors submit material to ASO *specifically* for publication by ASO and not for some other purpose that might suit STAT. Licences granted by you, the author, under the Master Agreements therefore **only permit STAT the right to publish your material via Alexander Studies Online** and not via any other channel. To clarify as best we can what Alexander Studies Online is, excerpts from the relevant website page are annexed to the agreements.

Please note that this does not prevent authors from agreeing *separately* with STAT to publish their contributions via other routes. For example, if you submit a contribution to ASO for peer commentary under the Master Agreement for Restricted Publication, STAT (as ASO) would only have the right to publish that material in the restricted, “For Review” area of the ASO website. This would leave you entirely free to agree for the same contribution to be published in STAT’s *Alexander Journal*—or for that matter *AmSAT News* or *ATI Exchange* and so on—and we would indeed encourage this if an author is seeking a wider readership than ASO can provide. Our aim is to support publication in print journals not to undermine it.

Transfer of STAT’s rights

The Master Agreements give STAT the power to transfer or assign its obligations and rights to another legal entity if that entity can reasonably be said to be succeeding to STAT as the organisation responsible for the ASO undertaking. For example, if the initiative achieved a certain size it might be appropriate for ASO to become a separate company, perhaps with a Board of Directors drawn from other international Alexander Technique organisations. Or legal or commercial reasons might arise making it advisable for STAT to create a separate company, wholly controlled by STAT, to manage ASO. In these or other circumstances, the Master Agreement would allow a new company to take over the role previously occupied by STAT including its rights and obligations. In that case, STAT would relinquish its previous rights and obligations under the Master Agreement and these would be inherited by the new publisher.

Financial Aspects

The licences you give us are “royalty-free” which means you are never going to make any money through publication by ASO. This is true even if ASO itself earns income from your contribution. In reality, the ability to make money out of Alexander publications is very limited as any publisher of Alexander material can testify. There simply isn’t enough demand. Moreover, within mainstream academic publishing, authors are not paid for their journal articles even though a print journal might charge an end-user £25 for a single day’s access to that article and hundreds of pounds for an annual subscription to the journal. With open access

publications, ie. where there is free access to the material, it is normal for researchers (or their institutions) to pay for publication. (See [this article in Nature magazine](#) for further insight into these issues.)

Our main aim is to provide an environment in which a community of researchers and scholars can flourish and their work can enjoy maximum visibility, both within the Alexander world and beyond. Therefore if at all possible we will want to maintain free access to materials given “unrestricted publication” by ASO. However there are costs attached to ASO (despite a heavy reliance on volunteer input to keep such costs to a minimum) and the need to charge cannot be ruled out if STAT or other Alexander organisations are unwilling to pay longer term. Thus the ability to charge for access to materials must be retained by ASO.

Importantly, under the relevant agreements, STAT cannot use any income generated by ASO beyond what is needed to defray the costs of ASO or otherwise for the benefits of ASO. Therefore authors and contributors need not fear that any income earned would be diverted to serve STAT as an organisation rather than ASO.

Moreover, for each individual contribution the email exchange between the author and ASO will specify the “initial channel” through which we may publish that contribution. The definition of a channel includes whether it is free or not. We must only publish via the “initial channel” for the first year. So if you have submitted an article expecting it to be made freely available, and that is the agreed “initial channel”, we could not then publish it via a pay-to-access channel for that year.

Translations

You grant us the right to publish translations of your work but we must seek your approval for the translation (approval not to be unreasonably delayed or withheld).

Processes

The procedures for dealing with individual contributions normally rely on the exchange of emails between you and ASO.

The aim is to allow authors to operate with a degree of informality: ASO will pay due regard to the formal aspects and will normally produce a “final” email with the appropriate terminology, references and attachments, which you would then formally accept to form the agreement relevant to a particular contribution.

Step-by-step

1. There will usually be informal contacts between you and ASO before we get to the stage of coming to a formal agreement: we will flag up the fact that the formal process is about to start.
2. Normally, we will set up a version of the Master Agreement specific to you and email it to you, along with this Plain English Guide.
3. You should read both the Agreement and the Guide carefully and if there are any questions or issues, contact us so we can resolve them and if necessary prepare a revised version.
4. When it seems you are satisfied with a final version, we will then ask you to send us an email formally offering your work for publication via ASO and attaching the final version of the Agreement.
5. We then accept your offer and the process has been completed. We will keep a permanent record of the agreements and the formal email exchange and we advise you to do the same.

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Supplementary Material

Further Information

For further information about this Plain English Guide contact:

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Disclaimer

No warranty whatsoever is given to any person whatsoever as to the appropriateness for any purpose whatsoever of any of the content of this Guide.

Document History

See <http://www.alexanderstudies.org/node/3951>

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