Template: co-publication agreement for journals

For information only; Wiley will administer all co-publication agreements

# Draft co-publication agreement

This agreement (“Agreement”) is made on [date] between the [name of society (or owner of journal)] of [address] and John Wiley & Sons, Ltd. (“Wiley”) whose registered office is at The Atrium, Southern Gate, Chichester, PO19 8SQ, West Sussex, UK regarding the co-publication of content from the Cochrane Database of Systematic Reviews (the “Reviews”) in the journal [journal], and on the associated website [website address]. This Agreement shall commence on the date of signature of the Agreement by both parties and shall continue in effect for a period of two (2) years (the initial term) and shall continue thereafter for subsequent one-year terms, subject to termination by either party in writing at least 30 days prior to the expiry of the initial term or each such subsequent one-year term.

**Co-publication of Cochrane Reviews published in the Cochrane Database of Systematic Reviews**

Either: [The [Society/Owner] will select Reviews from suggestions supplied by a Cochrane Review Group (CRG) and will solicit submissions of abridged versions of the Reviews directly from the Review Authors. Review Authors will be invited directly by the [society/owner], and will be instructed to follow the [journal] guidelines; in order that submissions to [journal] will follow the standard [journal] peer review and editing process.]

Or: [The invitation to re-publish abridged versions of Cochrane Reviews in [journal] will be extended to all Review Authors publishing with the following Cochrane Review Groups (CRGs): [list]. If Review Authors decide to submit an abridged version of their Cochrane Review for co-publication in the journal, they will be instructed to follow the [journal] guidelines; in order that submissions to [journal] will follow the standard [journal] peer review and editing process].

It is anticipated that [journal] will re-publish up to six abridged Reviews of this type a year.

[Society/Owner] may ask Review Authors of abridged versions of Reviews to sign their standard [journal] copyright transfer agreements or licences, provided that any rights transferred are subject to the agreement signed by all Review Authors in relation to the publication of the Review in the Cochrane Database of Systematic Reviews. It is expressly agreed that, in signing a copyright transfer agreement or licence for publication of the Review in the journal, the Review Author retains the right to use any information or content supplied as part of the journal article to update or otherwise modify the Review in the Cochrane Database of Systematic Reviews.

The [society/owner] agrees to the following conditions for re-publication:

It is agreed that all [journal] abridged versions of the Reviews will be published after first publication in the Cochrane Database of Systematic Reviews unless specific prior permission is sought by the Review Authors from the Editor in Chief of The Cochrane Library.

The title of the abridged Review published in the [journal] shall make it clear that the Review is abridged from a Cochrane Systematic Review – for example: “XXX: a Cochrane Review” or “XXX: a Cochrane Systematic Review”.

The abridged Review must faithfully reflect the data and interpretations of the Cochrane Review. Where journal editing and peer review results in differences in the data or interpretation these will, where appropriate, be incorporated into an update of the Cochrane Review in the Cochrane Database of Systematic Reviews at the next available opportunity, with acknowledgement as appropriate.

The support of the CRG in publishing the Cochrane Review should be acknowledged in an appropriate place in the journal version (e.g. in the Acknowledgements section).

It is agreed that [society/owner] will instruct Review Authors to cite the full Review, published in the Cochrane Database of Systematic Reviews in the reference list of each abridged version published in [journal]. The citation should include the author(s) name(s), the title of the Review, the Review number (e.g. CD00xxxx), issue number and year of publication of the Cochrane Database of Systematic Reviews, plus the dates of any amendments: e.g. Doumit G, Gattellari M, Grimshaw J, O'Brien MA. Local opinion leaders: effects on professional practice and health care outcomes. Cochrane Database of Systematic Reviews 2007, Issue 1. Art. No.: CD000125. DOI: 10.1002/14651858.CD00xxxx.

In addition, it is agreed that the following statement shall be included in [journal] as a footnote on the first page of each version published in [journal]: “This review is an abridged version of a Cochrane Review previously published in the Cochrane Database of Systematic Reviews YYYY, Issue X, DOI: 10.1002/14651858.CD00xxxx (see [www.cochranelibrary.com](http://www.cochranelibrary.com/) for information). Cochrane Reviews are regularly updated as new evidence emerges and in response to feedback, and Cochrane Database of Systematic Reviews should be consulted for the most recent version of the review.”

The Cochrane Review published in the Cochrane Database of Systematic Reviews will reference the journal version in the section ‘Other published versions of this review’ as soon as reasonably practicable after publication of the journal version.

The [Society/Owner] will send one copy of each [journal] issue containing an abridged Review to: Cochrane Editor, John Wiley & Sons Ltd., The Atrium, Southern Gate, Chichester, West Sussex, PO19 8SQ, UK.

The parties will adopt an agreed problem resolution process during the term of this Agreement to allow for editorial concerns to be addressed by the [journal] Editor in Chief, the relevant Review Author, the Cochrane Review Group Co-ordinating Editor, the Editor in Chief of The Cochrane Library, and representatives from Wiley.

Both parties represent and warrant that they have full right and authority to enter this Agreement and to comply with the provisions herein.

[Society/Owner] shall publish abridged Reviews at its own risk and expense. To the fullest extent permitted by law, Wiley (for itself and its licensors) disclaims any liability for the content, accuracy or suitability for re-publication of the Reviews.

This Agreement may not be assigned by either party without the prior written consent of the other. Subject to the foregoing, this Agreement shall inure to the benefit of the subsidiaries, successors and assigns of the parties.

This Agreement shall be governed by English law as if made and wholly performed in England and the parties agree to submit to the exclusive jurisdiction of the English courts.

This Agreement constitutes the complete understanding of the parties in relation to the subject matter and no modification or waiver of any provisions shall be valid unless in writing and signed by both parties. Any waiver in one or more instances by either of the parties of any breach by the other of any terms or provisions contained in this Agreement shall not be considered a waiver of any succeeding or preceding breach.

Signed:                                                                                                  Signed:

Title:                                                                                                       Title:

For and on behalf of                                                                        For and on behalf of

[journal]                                                                                                John Wiley & Sons Ltd.

[address 1]                                                                                           The Atrium, Southern Gate

[address 2]                                                                                           Chichester, West Sussex

[address 3]                                                                                           P019 8SQ, UK

Date:                                                                                                     Date:

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