Addendum to Creative Commons licence for publication form

For a World Health Organization (WHO) manuscript for a Cochrane Protocol or Review to be published in the Cochrane Database of Systematic Reviews

Author(s):
Cochrane Review title:
Cochrane Review Digital Object Identifier (DOI):
Cochrane Review Group:

- 1. John Wiley & Sons Limited ("the Publisher") is responsible for the publication of a database entitled the "Cochrane Database of Systematic Reviews" ("the Database") as part of the Cochrane Library on behalf of The Cochrane Collaboration. The World Health Organization ("WHO") owns copyright in its contribution to the manuscript ("the Manuscript"), to be published in the Database as a Cochrane Review or Protocol ("the Review") upon acceptance. This Addendum modifies the terms of the Creative Commons Licence for Publication ("the Licence") for the Review, which must also be signed by the author(s) of the Manuscript for all content to be included in the Database, and its terms shall prevail in the event of any conflict with the terms of the Licence. For the avoidance of doubt, this Addendum shall apply only to WHO's copyright interest in the Manuscript. All non-WHO authors of a co-authored Manuscript who have retained copyright in their respective contributions to the Manuscript, or who hold joint copyright in the Manuscript with WHO, shall sign the Licence without this Addendum.
- 2. WHO hereby grants to the Publisher on behalf of The Cochrane Collaboration a non-exclusive, worldwide, royalty-free licence for the term of copyright and any extensions thereof, to publish, re-publish, transmit, sell, distribute and otherwise use the Manuscript as a Review in the Database under the terms of the applicable Creative Commons 3.0 IGO Licence. This licence covers both electronic and print editions of the Database as well as derivative works in all languages and in all media of expression now known or later developed, and the right to grant such licences or permissions to third parties. The Review shall not be used to support the promotion of any third party commercial products or services.
- 3. Copyright in the Manuscript shall remain exclusively vested in WHO and no rights, other than the ones explicitly provided herein, are granted. Notwithstanding the non-exclusive rights granted above, WHO agrees not to submit the Manuscript as a whole for publication by another commercial or scholarly journal publisher, although part(s) of the Manuscript may be published with other commercial or scholarly publishers, either on their own or as part(s) of other works.
- 4. Upon request, the Publisher (via the relevant Cochrane Review Group) shall provide WHO with one complimentary PDF copy of the published Review.
- 5. Permission to re-publish in forms not covered by the rights granted under the Creative Commons Licence may be sought from The Cochrane Collaboration's Publisher, John

- Wiley & Sons Limited by emailing <u>permissions@wiley.com</u>; for example, permission to publish a version or excerpt of a Review in a print journal, online journal or book.
- 6. The Review shall acknowledge, in an acknowledgement consistent with the style of acknowledgements in the Database, the copyright ownership of WHO in the Manuscript and permission of WHO to publish the Manuscript as a Review in the Database under the terms of a Creative Commons Licence. The preferred format of the acknowledgement is "The World Health Organization retains copyright and all other rights in the manuscript of this Protocol/Review as submitted for publication, including any revisions or updates to the manuscript which WHO may make from time to time."
- 7. WHO agrees that any and all copies of the Review or any part thereof distributed or posted by WHO in print or electronic form will include the following form of acknowledgement and the relevant citation: "This review is published as a Cochrane Review in the Cochrane Database of Systematic Reviews 20XX, Issue X. Cochrane Reviews are regularly updated as new evidence emerges and in response to comments and criticisms, and the Cochrane Database of Systematic Reviews should be consulted for the most recent version of the Review." This statement should refer to the most recent version of the Cochrane Database of Systematic Reviews in which the Review appears.
- 8. If, where the Manuscript is co-authored with non-WHO authors, and the non-WHO authors have retained copyright in their respective contributions to the Manuscript, including where there is joint ownership in the Manuscript, the Publisher shall: (i) make appropriate arrangements with the non-WHO authors, such as by obtaining a signed Creative Commons Licence for Publication, in order to ensure that it has all necessary rights to publish the Manuscript; and (ii) ensure that the Review contains an appropriate acknowledgement of the copyright of the non-WHO authors. The preferred format of the acknowledgement is: "The World Health Organization and [Author X] and [Author Y] retain copyright and all other rights in their respective contributions to the manuscript of this Review as submitted for publication, including any revisions or updates to the manuscript which they may make from time to time."
- 9. Any requirement with respect to maintaining or updating the Review will be discussed in good faith, as soon as reasonably possible, on a case-by-case basis by WHO, the original authors of the Review and the Cochrane Review Group. In the event that WHO, the original authors of the Review and the Cochrane Review Group are unable to agree on the scope of WHO's obligation to maintain or update the Review, WHO shall, if requested, transfer responsibility for maintaining the Review to others as notified by the editorial team of the Cochrane Review Group (CRG).
- 10. WHO confirms that it is legally entitled to grant the above rights. To the best of WHO's knowledge, the Manuscript does not violate or infringe on the rights of any third party. WHO has exercised reasonable care to ensure that the Manuscript is accurate.
- 11. Any dispute relating to the interpretation or application of this Addendum shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties or, in the absence of agreement, with the rules of arbitration of the International Chamber of Commerce. The parties shall accept the arbitral award as final. Nothing in or relating to this Addendum shall imply the obligation of WHO to submit to any national legislation or jurisdiction, or be deemed a waiver of any of the privileges and immunities of WHO in conformity with the Convention

on the Privileges and Immunities of the Specialized Agencies approved by the General Assembly of the United Nations on November 21, 1947 or otherwise under any national or international law, convention or agreement.

Agreed and accepted on behalf of the World Health Organization	Agreed and accepted on behalf of John Wiley & Sons Limited
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

- 1. As a WHO staff member, please ask your Director to sign (above left). Contact openaccess@who.int with any queries.
- 2. Forward the signed form to <u>CochraneLFP@wiley.com</u> for countersignature. Ensure the PDF is open (not protected) to allow addition of signature.
- 3. Wiley will return the completed form after signing. Allow 14 days for receipt.
- 4. Upload the signed form when signing your Cochrane Licence for Publication. To allow upload, the signed PDF must not exceed 5MB.
- 5. Contact support@cochrane.org for technical assistance with completing your Cochrane Licence for Publication.