



## Manuscript Release and License to Publish Form

THIS MANUSCRIPT RELEASE FORM MUST BE INCLUDED WITH ALL FINAL JOURNAL ARTICLE SUBMISSIONS TO THE CJACBR.

**If the article has more than one author a signed form must be submitted for each author.**  
*Original signatures are preferred, but we will accept faxed signatures*

**Title of the contribution: (“the Contribution”):**

**Author(s) (“the Authors”):**

**To: Canadian Journal of Aboriginal Community-based HIV/AIDS Research (CJACBR),  
published by the Canadian Aboriginal AIDS Network**

Name and EXACT mailing address of the corresponding author. Please attach separate sheet if necessary:

Name:

Address:

City:

State/Province:

Zip/Postal Code:

Country:

Email:

Phone:

Fax:

Special Note: THIS ADDRESS WILL BE USED FOR MAILING REPRINTS. You *must* include exact street address, name of your department if at a university, and domestic or foreign ZIP CODE. The CJACBR cannot be responsible for lost reprints if you do not provide us with your exact mailing address.

**Your Article cannot be officially accepted by The CJACBR until the Manuscript Release and License to Publish Form is signed by ALL of its authors.**

A manuscript is accepted with the understanding that the CJACBR has an exclusive license to publish, which means that the manuscript has not been submitted concurrently, accepted for publication, or published in full elsewhere. The CJACBR assumes shared copyright with the author(s) of any article published in the CJACBR. Reference to the publisher is required before an article published in the CJACBR can be copied or reproduced. Requests for reprints of an article as well as requests for permission to reprint an article in another publication should be directed to CAAN.

## Terms of the Manuscript Release Agreement

### 1. Author Re-use of Work

Ownership of copyright remains with the Author(s), and provided that, when reproducing the Contribution or extracts from it, the Author(s) acknowledge first and reference publication in the CJACBR, the Author(s) retain(s) the following nonexclusive rights:

- Oral presentation rights;
- Reproduction rights of the Contribution in whole or in part in any printed volume (book or thesis) of which they are the author(s);
- Reproduction rights of the Contribution in whole or in part in any edited work for which the contributor is the sole editor or senior editor;
- Reproduction rights for the purpose of course teaching by the author(s) and the academic institution where they work at the time;
- Right to post a copy of the Contribution as accepted for publication after peer review (in Word or Text format) on the Author's own web site or institutional repository *six months after* publication of the printed edition of the Journal, provided that they also give a hyperlink from the Contribution to the CJACBR host web site [www.caan.ca](http://www.caan.ca);
- Rights to reuse figures or tables created by them and contained in the Contribution in other works created by them;
- Rights to photocopy, transmit online, or download to any colleagues for the advancement of scientific research (with the exception of either commercial (for-profit) or systematic third party sales or dissemination).

Under this agreement the CJACBR will not require a request for written permission or fees of any kind for the sharing or reprinting of the contribution as outlined above. However, we do require that the following conditions be met when re-using the material:

- Include a standard copyright line: copyright date, publisher's name, city and province, journal and article title, volume, issue, and page number(s);
- Include the following information: Article copies available from the Canadian Aboriginal AIDS Network: 1-888-285-2226. Email address: [info@caan.ca](mailto:info@caan.ca);
- If reprinted electronically, include a hyperlink/hot link to the Canadian Aboriginal AIDS Network home page. Our URL is [www.caan.ca](http://www.caan.ca);
- If reprinted electronically, there must be no charge for viewing the article.

## **2. License to Publish**

In consideration of the CJACBR agreeing to publish the Contribution, the Author(s) grant(s) to the CJACBR for the full term of copyright in the Contribution and any extensions thereto, the exclusive license to;

- Publish, reproduce, distribute, display and store the Contribution in all forms, formats and media whether now known or hereafter developed (including without limitation in print, digital and electronic form) throughout the world;
- Translate the Contribution into other languages, create adaptations, summaries or extracts of the Contribution or other derivative works based on the Contribution and exercise all of the rights set forth above in such translations, adaptations, summaries, extracts and derivative works; and
- To license others to do any or all of the above.

## **3. Warranties and Representations**

The Author(s) warrant and represent that:

- The manuscript submitted is his/her (their) own work;
- The Author(s) is (are) the sole author(s) of and sole owner(s) of the copyright in the Contribution. If the Contribution includes materials of others, the Author(s) have obtained the permission of the owners of the copyright in all such materials to enable them to grant the rights contained herein;
- That the work has been submitted only to the CJACBR and that it has not been previously published elsewhere in full;
- All of the facts contained in the Contribution are true and accurate;
- Nothing in the Contribution is obscene, defamatory, libelous, violates any right of privacy or infringes any intellectual property rights (including without limitation copyright, patent or trademark) or any other human, personal or other rights of any person or entity or is otherwise unlawful;
- Nothing in the Contribution infringes any duty of confidentiality which any of the Author(s) may owe to anyone else or violates any contract, express or implied, of any of the Authors, and all of the institutions in which work recorded in the Contribution was carried out have authorized publication of the Contribution;
- That the author(s) will indicate when informed consent has been obtained regarding identification of patients;
- That the author(s) is (are) responsible for disclosing potential conflicts of interest that might bias the work.

The author(s) agree(s) that if there is a breach of any of the above representations and warranties that (s)he (they) will indemnify the Publisher, Editor, or Guest Editor and hold them harmless.

## **3. Materials Retained by the Publisher**

Photographs and illustrative material are considered part of the manuscript, and must be retained by the CJACBR for use in additional printings in case the journal issue or reprint edition needs to be reprinted.

**4. “Work for Hire” Authors**

If the article was written by an author who was hired by another person or company to do so, the article is called a “Work for Hire” manuscript. This agreement must then be signed by the “employer” who hired the author, as well as the author.

**5. Copyright Protection**

The author(s) authorize(s) the CJACBR to take such steps as it considers necessary at its own expense in the authors’ name and on their behalf if it believes that a third party is infringing or is likely to infringe copyright in the Contribution.

**6. No Amendments**

No amendments or modifications of the terms of this agreement are permissible unless same shall be in writing and signed by a duly authorized officer of the CJACBR. This form is not valid if the author(s) add(s) any additional constraints and/or amendments.

**Corresponding Author signature:**

**Date:**

**Please print name:**

**Please provide the above information for each additional author.**

**Author signature:**

**Date:**

**Please print name:**