



SciELO SA: Proposed Licensing Agreement

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*Applying scientific thinking
in the service of society*

Background

- SciELO SA integral part of the complete SciELO collections in South America
- SciELO SA methodology depends heavily on SciELO—for support, expertise , methodology of e-publishing and training
- Align our activities with main project , as well as the licence agreement
- **SciELO Brazil** is an initiative of [BIREME](#) – the Latin American and Caribbean Centre on Health Sciences Information. Since its inception in 1997 it has been funded by the Foundation for Research Support of São Paulo ([FAPESP](#)). This project has also been supported by the [CNPq](#) (The National Council for Scientific and Technological Development) since 2002.
- In process to register a trust (in order to receive funding as a legal entity)
- Publishing a journal/placing it on a website as an aggregator necessitates an agreement
- Completion of pilot project

Provisions in the Licence Agreement

Normal elements are included as in any contract e.g. publishers

- Agreement between? ASSAf and publisher/editor/society/institution (title owner)
- Addresses and contact details of both parties
- Definitions
- Right to publish
 - Non exclusive
 - Format (print/electronic)
 - What will be published--coverage
 - Creative Common License
 - Open accessible
 - Costs

Provisions in the licence agreement (2)

- Obligations of ASSAf
 - Download of PDF's, conversions, markup, bibliometric algorithms, statistics, title pages, web site, collate relevant information etc
 - Back-ups, ensured bandwidth and access to server
 - Support
 - Continued evaluation of quality and production cycle of a journal
- Obligations of other party
 - Timeous delivery of full text and content pages
 - Provision of information regarding the journal
 - Update/change of information
 - Editor, reviewers, Copy editing, layout, --final PDF format

Provisions in the Licence Agreement (3)

- Duration of contract
- Downtime
 - How long?
 - When?
- Confidentiality
- Termination
 - Non compliance with SciELO criteria
- Dispute resolution
- General
- Force majeure
- Domicillium
 - Addresses of both parties, how will notices be send?
(E-mail/Post/Fax)
 - Notices
- Signatures

Time frames and roll out

- Instruct lawyer to draw up a draft licence agreement
- Circulate draft licence agreement to editors/publishers of journals currently on SciELO SA
- Circulate to other editors/publishers for comments
- Refine
- Implement
- Early 2012

Thank you!

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