



A. COPYRIGHT ASSIGNMENT FORM (CAF)

This CAF sets forth the terms under which a contribution written for inclusion in **JOURNAL OF CHINESE HISTORY (the Journal)** will be published by the Chancellor, Masters, and Scholars of the University of Cambridge acting through its department Cambridge University Press of University Printing House, Shaftesbury Road, Cambridge CB2 8BS, UK (**Cambridge**).

Said contribution is provisionally entitled:

Title:

[include the typescript (TS) number, if known]

(the Contribution)

Author(s):

[please list all authors' full names and affiliations. Continue in Section D, if necessary]

(the Contributor)

The copyright arising in the Contribution is affected by the Contributor's employment status. Please read the following terms carefully and indicate, by ticking the appropriate checkbox, which option (Clauses 2 – 5) correctly identifies the owner of the copyright in the Contribution (the Copyright Holder).

The Contributor and the Copyright Holder (indicated below) hereby agree to be bound by the following terms and conditions:

1 ASSIGNMENT OF COPYRIGHT

- 1.1 In consideration for publication of the Contribution in the Journal and, subject to the exceptions listed in Section B below, the following is hereby assigned to Cambridge by the Copyright Holder:
- 1.1.1 the full copyright in the Contribution in all forms and media and in all languages throughout the world, (which, for the avoidance of doubt, includes the right to publish, reproduce, distribute, and sell the Contribution or any part thereof in any form, whether print, digital or electronic, whether now known or hereinafter invented; and to grant sublicenses of all translation and subsidiary rights); and
 - 1.1.2 all other rights in the nature of copyright, including rental, lending and database rights and all other publishing and print on demand rights in the Contribution.
- 1.2 The assignment of copyright described in Clause 1.1 shall, throughout this CAF be defined as “the Assignment”.

Please tick the appropriate checkbox (Clauses 2 – 5) to identify the Copyright Holder:

2 INDEPENDENT CONTRIBUTOR ☐

- 2.1 If the Contributor wrote the Contribution in his/her own capacity and his/her employer does not claim the copyright in the Contribution, the Contributor hereby asserts his/her identity as the Copyright Holder and agrees to:
- 2.1.1 the Assignment of copyright in the Contribution;
 - 2.1.2 the representations in Clause 6 of this CAF.

3 EMPLOYED CONTRIBUTOR ☐

- 3.1 If the Contributor wrote the Contribution during the course of his/her employment and his/her employer claims the copyright in the Contribution, the Contributor's employer (as indicated below) hereby asserts its identity as the Copyright Holder and agrees to:
- 3.1.1 the Assignment of copyright in the Contribution;
 - 3.1.2 the representations in Clause 6 of this CAF.

4 US GOVERNMENT CONTRIBUTOR ☐

- 4.1 The Contributor and Cambridge acknowledge that material produced during the course of the Contributor's employment by the US Government is not subject to copyright protection within the US. In light of this, the authorised representative of the US Government (as indicated below) hereby asserts the US Government's identity as the Copyright Holder outside of the US only and agrees to:
- 4.1.1 the Assignment of copyright in the Contribution outside the US only;
 - 4.1.2 the representations in Clause 6 of this CAF.

5 BRITISH OR COMMONWEALTH GOVERNMENT CONTRIBUTOR ☐

- 5.1 The Contributor and Cambridge acknowledge that material produced during the course of the Contributor's employment by the British or Commonwealth governments is subject to Crown Copyright protection. In light of this, the authorised representative of the Crown (as indicated below) hereby asserts the Crown's identity as the Copyright Holder of the copyright in the Contribution and agrees to:
- 5.1.1 the Assignment of copyright in the Contribution;

- 5.1.2 the representations in Clause 6 of this CAF.

6 REPRESENTATIONS

- 6.1 The Contributor and/or the Copyright Holder, as applicable, hereby confirm that:
- 6.1.1 they have full authority and power to agree to this CAF;
 - 6.1.2 the Contribution is original and has not been previously published in whole or in part;
 - 6.1.3 the Contribution contains nothing that infringes any existing copyright or licence or any other intellectual property right of any third-party;
 - 6.1.4 the Contribution contains nothing that breaches a duty of confidentiality or discloses any private or personal information of any person without that person's written consent;
 - 6.1.5 all statements contained in the Contribution purporting to be facts are true and any formula, instruction or equivalent contained therein will not, if followed accurately, cause any injury or damage to the user;
 - 6.1.6 the Contribution does not contain any libellous, unlawful or otherwise objectionable material.
- 6.2 The Contributor and/or the Copyright Holder further confirms that permission to re-use any third-party material, (including but not limited to: textual, illustrative, audio and video content) within the Contribution throughout the world in all languages and in all forms and media in line with either Cambridge's Green or Gold Policy as elected by the Contributor in Clause 2.1, Section B below, has or will be obtained from the rights-holders; appropriate acknowledgement to the original source has been made and, in the case of audio/video material, appropriate release forms have been obtained from the individual(s) whose likenesses are represented in the Contribution. Copies of all permission/release documentation shall be forwarded to the Journal's editor prior to publication of the Contribution.

7 CONFLICT OF INTEREST

- 7.1 The Contributor must disclose (and sign) below to indicate any conflict of interest arising from any of the Contributor's work on the Contribution or write “NONE” if none exists. A conflict of interest might exist if the Contributor has a competing interest (real or apparent) that could exert or appear to exert an undue influence over the content of the Contribution. Examples include financial, institutional or collaborative relationships. The Journal's editor will contact the Contributor if any disclosed conflict of interest is considered a risk to publication of the Contribution.

8 DATA

- 8.1 The information contained on this form will be held for record-keeping purposes by Cambridge. The name(s) of the Contributor(s) may be reproduced in the Journal and provided to print and online indexing and abstracting services and bibliographic databases. Cambridge complies with the UK Data Protection Act and its requirements for the retention, use and maintenance of Personal Data.

9 GOVERNING LAW

- 9.1 This CAF is governed by the laws of England and Wales and is subject to the exclusive jurisdiction of the English courts.

B. OPEN ACCESS AT CAMBRIDGE AND RE-USE OF THE CONTRIBUTION

Under the Journal's hybrid open access model, the Contributor chooses between publishing the Contribution under either Green or Gold Open Access terms. This Section B of the CAF outlines Cambridge's Green and Gold Open Access Policies (*respectively, "the Green Policy" and "the Gold Policy"*) and other re-use rights available to the Copyright Holder.

1 OPEN ACCESS

- 1.1 'Open Access' means content which is distributed in digital format to the user without charge. In addition, Open Access may confer certain rights in the content to the user, including the ability to re-distribute it or to create derivative works from it.
- 1.2 For details of Cambridge's Green and Gold Open Access Policies and a list of definitions of the words used in this Section B, please follow the relevant hyperlinks at: <http://www.cambridge.org/openaccess>
- 1.3 For the avoidance of doubt, publication of the Contribution on any Green or Gold Open Access basis does not affect the Assignment and copyright in the Contribution shall at all times remain with Cambridge. In addition, (and with the exception of any content published under the licence in Clause 4.4.1 below,) Cambridge shall at all times have the exclusive right to commercially exploit all subsidiary rights in the Contribution.

2 PUBLICATION

Please indicate the Open Access model under which the Contribution should be published by ticking the appropriate checkbox (Clauses 2.1.1 or 2.1.2 below).

- 2.1 The Contribution should be published in line with Cambridge's:
- 2.1.1 Green Policy (per Clause 3 below) ☐
- 2.1.2 Gold Policy (per Clause 4 below) ☐
- 2.2 For the avoidance of doubt, publication of the Contribution under Cambridge's Green Policy, or under either of the Creative Commons licences in Clauses 4.5.2 and 4.5.3 of this Section B, expressly does not permit any commercial reuse of any version of the Contribution without prior permission from Cambridge.

3 GREEN OPEN ACCESS AT CAMBRIDGE

- 3.1 'Green Open Access at Cambridge' refers to the Contributor's right to self-archive specified digital versions of the Contribution notwithstanding the Assignment.
- 3.2 Under the Green Policy, the Copyright Holder retains the following non-exclusive, non-transferable, non-commercial rights to re-use or deposit digital versions of the Contribution:

Where > Digital Version v	Personal Webpage of Contributor	Department / Institutional Repository	Non - commercial Subject Repository	Commercial Repository / Social Media Sites
Submitted TS Under Review (SM)	Any time	Any time	Any time	Any time
Accepted TS (AM)	On acceptance	On acceptance	On acceptance	<u>Abstract only</u> + link to COPP
Version of Record (VoR)	<u>Abstract only</u> + link to COPP	<u>Abstract only</u> + link to COPP	<u>Abstract only</u> + link to COPP	<u>Abstract only</u> + link to COPP

- 3.3 All re-uses of the Contribution under Clause 3.1 must include:
- 3.3.1 a link to the Contribution on Cambridge's Online Publication Platform (COPP) using a DOI link, e.g. [http://dx.doi.org/\[DOI\]](http://dx.doi.org/[DOI]);

- 3.3.2 a clear statement that all end-users of the Contribution may only make use of the Contribution for private research and study and may not distribute it further; and
- 3.3.3 a clear statement that the Contribution has been accepted for publication and will appear in a revised form subject to peer review and/or input from the Journal's editor.

- 3.4 For the avoidance of doubt, re-use of the Contribution under the Green Policy does not affect the Assignment.

- 3.5 The Green Policy does **not** permit the full Contribution, in VoR form, to be placed on any online website or platform, commercial repository or social media sites including, but not limited to: *Social Science Research Network, ResearchGate, Academic.edu, Mendeley or LinkedIn*.

4 GOLD OPEN ACCESS AT CAMBRIDGE

- 4.1 'Gold Open Access at Cambridge' refers to publication under a Creative Commons licence which permits re-distribution and (in the case of certain licences) the right to create derivative works from the Contribution.
- 4.2 Gold Open Access is made possible by payment of an 'Article Processing Charge (APC)' to Cambridge by the Contributor or the Contributor's affiliate or funder upon acceptance of the Contribution.
- 4.3 A separate invoice shall be issued for the APC and the Contributor is responsible for providing Cambridge with sufficient details to issue the invoice.
- 4.4 Unless Cambridge waives or discounts the APC, the Contribution will not be published until the APC is paid in full.

Please tick the appropriate checkbox (Clauses 4.4.1 - 4.4.3 below) to identify the Creative Commons licence under which the Contribution should be published (full terms currently found at <https://creativecommons.org/licenses/>):

- 4.4.1 CC BY 4.0 ☐
(Attribution)
- 4.4.2 CC BY NC SA 4.0 ☐
(Attribution - Non-commercial - Share Alike)
- 4.4.3 CC BY NC ND 4.0 ☐
(Attribution - Non-commercial - No Derivatives)

5 OTHER REUSES OF THE CONTRIBUTION

- 5.1 In addition to any permitted re-use of the Contribution under the Green or Gold Policies, the Contributor may:
- 5.1.1 distribute the Contribution or an adapted version in print or electronic format for the Contributor's own purposes only, including copies for course-use by the Contributor's students provided that no sale is involved.
- 5.1.2 reproduce the Contribution or an adapted version in any format in any work authored or edited by the Contributor, subject to appropriate acknowledgment.
- 5.2 For any reuse of the Contribution not covered under this Section 0, the Contributor must request permission from Cambridge.

6 RE-USE BY CAMBRIDGE

- 6.1 Cambridge cooperates with various copyright licensing schemes which allow material to be photocopied within agreed restraints (e.g. the Copyright Clearance Center in the US and the Copyright Licensing Agency in the UK). Any proceeds received by Cambridge from such licenses, together with any proceeds resulting from sales of subsidiary rights in the Contribution shall be used to support the continuing publication of the Journal.

C. AGREEMENT TO TERMS

Note: both Clauses 1 and 2 of this Section C must be completed (meaning the Contributor may have to sign twice.) Please return a hand-signed copy of the CAF by PDF via email to journalscopyright@cambridge.org.

Please note: **Amended / alternative versions of this CAF will not be accepted and are likely to cause delays**

1 COPYRIGHT HOLDER

- 1.1 The Copyright Holder, or its authorised representative, hereby agrees to the terms and conditions in this CAF:

Copyright Holder's
name (and address):

[use block capitals]

Authorised
representative name:

[if applicable]

Signature:

[please sign here]

Date:

[DD / MM / YYYY]

Conflicts:

[include additional comments in Section D as needed]

2 CONTRIBUTOR

- 2.1 The Contributor hereby asserts the Contributor's moral right always to be identified as the author of the Contribution in accordance with the provisions of the UK Copyright, Designs and Patents Act 1988:

Contributor's name
(and address):

[use block capitals]

Signature:

[please sign here]

Date:

[DD / MM / YYYY]

Conflicts:

[include additional comments in Section D as needed]

D. ADDITIONAL INFORMATION**1 CONTRIBUTOR DETAILS**

- 1.1 With reference to Section A of this CAF, please list details of all additional contributors here, as necessary:

	Name	Address	Affiliation	Conflicts of interest
1				
2				
3				
4				
5				

2 COPYRIGHT HOLDER DETAILS

- 2.1 With reference to Section A of this CAF, please list details of all additional Copyright Holder/s and their authorised representatives here, as necessary:

	Name	Address	Conflicts of interest
1			
2			
3			
4			
5			