



JOURNAL OF ASIA PACIFIC AESTHETIC SCIENCES

COPYRIGHT TRANSFER & DISCLOSURE FORM

Tracking No.:

Date:

This Form is executed by (hereinafter referred to as “Author”) in favour of ESTHETIC MEDICAL SOLUTION SDN BHD, by its representative PUBLISHER, of Suite 62-1, Red Carpet Avenue, Encorp The Strand, Kota Damansara PJU 5/22, 47810 Petaling Jaya, Selangor, Malaysia (hereinafter referred to as “EMS PUBLICATION”)

The EMS PUBLICATION shall undertake the publication of the Author(s) work tentatively entitled: *(Please fill in the title of manuscript)*

the “Contribution”) in its publication JOURNAL OF ASIA PACIFIC AESTHETIC SCIENCES (the “Publication”).

The Author as the undersigned individual(s), shall retain copyright to the Contribution as the rightful Author(s) and the Author(s) hereby grant EMS PUBLICATION, as the exclusive publisher of the Contribution, with the rights, conditions and terms as detailed in this Form.

Both parties acknowledge that this mutual understanding and agreement may not be able to contemplate all possible licensing arrangements, technologies or future developments, and therefore both parties agree to cooperate in good faith to achieve the mutual goals of maximizing dissemination of the Author’s Contribution while ensuring the sustainability of scholarly publishing.

THE PARTIES HEREBY AGREE ON THE FOLLOWING TERMS AND CONDITIONS OF THE PUBLICATION;

1. Copyright License

The Author(s) grants to EMS PUBLICATION, a worldwide, royalty-free and exclusive license to:

- i. reproduce, publicly display, publicly perform and distribute the Contribution in the Publication;
- ii. authorize third party users of the Publication in electronic or digital (or other intangible) form to download and print out copies of the Contribution for their personal or internal institutional use;
- iii. authorize others to reproduce, publicly display, publicly perform and distribute the Contribution as part of the Publication through any distribution channels and in any media or format through which EMS PUBLICATION may distribute or make available substantially all the contents of the Publication; and

- iv. deposit with or otherwise make the Contribution available to digital repositories as required by the Author's funding sources upon the Author's request.

The above rights may be exercised in all media and formats, whether now known or hereafter devised, [and in all languages] in which the Publication as a whole (or substantially all its contents) may be distributed, whether or not the Contribution may be individually or partially accessed or retrieved. The above rights include the right to edit [and translate] the Contribution and to make such modifications as are technically necessary or desirable to exercise these rights in differing media and formats.

2. Exclusive rights

The Author(s) grants to EMS PUBLICATION the worldwide, royalty-free, exclusive right to first publish the Contribution and the Author(s) agrees not to publish or authorize any third party to publish the Contribution in any [language,] media or format, for a period ending [six (6) months] after the date of first publication of the Contribution in the Publication ("Exclusivity Period"), except as mutually agreed between the parties at later stage.

The Author(s) retains the rights at any time during the Exclusivity Period: (i) reproduce and distribute a reasonable number of copies of any version of the Contribution, including but not limited to the published version, or portions or derivative works thereof, in the course of the teaching, research, conference presentations and similar professional, scientific, or academic activities (but not permission on the commercial publication or widespread distribution of the Contribution or any significant portion or derivative work thereof); (ii) post or otherwise make any version of the Contribution, or portions or derivative works thereof, available on the Author(s) personal web site; and (iii) make any version of the Contribution available on digital repositories; provided in each case EMS PUBLICATION (and Publication) is cited as the first/forthcoming publisher of the Contribution and the Author(s) accurately distinguish any modified version of the Contribution from that published or to be published by EMS PUBLICATION

3. Editing

EMS PUBLICATION shall make no material modification to the content of the Contribution without the Author's consent. However, in the event the Author(s) fails to return the edited manuscript or proofs of the Contribution by the reasonable deadline set by EMS PUBLICATION, the Author(s) will be deemed to have consented to that modified version.

4. Credit

EMS PUBLICATION agrees to make commercially reasonable efforts to include (and require its sublicensees to include) appropriate credit to the author(s) in customary placement with every copy or use of the Contribution as described in Sections 1 and 2 hereof.

5. Complimentary copies

EMS PUBLICATION will provide the Author(s) with a pdf file (i.e., an Adobe Acrobat Portable Document Format (.pdf), with the security settings set at “no security”) or similar electronic file corresponding to the Contribution as it appeared in the Publication. Following first publication of the Contribution in the Publication, in every instance in which the Author(s) or others authorized by the Author(s) republish the Contribution as it appeared in the Publication (whether as a .pdf or otherwise), or substantial portions thereof, or modified versions of the Contribution, the Author(s) agree to include attribution to the following effect:

“This article [or, if applicable: Portions of this article] first appeared in the [issue date] issue of [publication name] published by [publisher name]”, and to accurately distinguish any modified version of the Contribution from that published by EMS PUBLICATION.”

6. Warranties

The Author(s) warrants that (i) the Author(s) is the creator and author of the Contribution or otherwise have the rights necessary to grant the licenses granted to EMS PUBLICATION herein; and (ii) the Contribution is original and contains no material that infringes or violates any intellectual property or contractual rights of others or that constitutes defamation or invasion of privacy. The foregoing warranties apply only to the Contribution in the form submitted by the Author(s) to EMS PUBLICATION, and not to any modifications or additions made by EMS PUBLICATION, reviewers or other third parties.

7. Termination

If EMS PUBLICATION does not publish the Contribution in the Publication within twelve (12) months following submission of the Contribution, extended to the extent of any delays caused by the Author(s) if any, the Author(s) may terminate this agreement and the rights granted to EMS PUBLICATION hereunder by providing EMS PUBLICATION with written notice of termination of thirty (30) days, unless EMS PUBLICATION guarantees that EMS PUBLICATION shall publish the Contribution within three (3) months following receipt of such notice. Such termination of this agreement will be at the Author’s exclusive and sole remedy for any failure by EMS PUBLICATION to publish the Contribution.

8. Reservation of rights

Except for the express rights and licenses granted above, the Author(s) retains all rights, title, and interest in and to the Contribution.

9. Miscellaneous

This agreement contains the entire understanding of the parties and will be governed by the laws of Malaysia. This agreement can only be modified by an agreement in writing signed by the parties. This agreement may be executed in one or more counterparts (including, without limitation, by facsimile or .pdf signature) each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. EMS PUBLICATION may assign this agreement in connection with a sale of the Publication or a sale, merger or reorganization of EMS PUBLICATION.

If the foregoing terms are acceptable, please sign and date this agreement. **All joint Author(s) must sign** and return the original to EMS PUBLICATION immediately and retain a copy for the Author's records.

IN WITNESS WHEREOF the Author(s) hereto executed this Form on the day and year first above written.

Signed by the Author 1
Name:

Signed by the Author 2
Name:

Signed by the Author 3
Name:

Signed by the Author 4
Name:

Signed by the Author 5
Name:

Signed by the Author 6
Name:

Signed by the Author 7
Name:

Signed by the Author 8
Name:

Signed by the Author 9
Name:

Signed by the Author 10
Name:

Signed by the Author 11
Name:

Signed by the Author 12
Name:

Signed by the Author 13
Name:

Signed by the Author 14
Name: