

## Journal Publishing Agreement

University of Toronto Press  
Publishing Division  
800 Bay St., Mezzanine  
Toronto, ON, M5S 3A9

-and-

Computer Assisted Language Instruction Consortium (CALICO)  
[address]

This Journal Publishing Agreement (“**Agreement**”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, between the University of Toronto Press hereinafter referred to as the “**Publisher**” and the Computer Assisted Language Instruction Consortium, hereinafter referred to as “**CALICO**”.

### Recitals:

Publisher is engaged in the business of publishing, managing and distributing journals and other publications in digital and print forms

CALICOCALICO wishes to participate with Publisher in the preparation and publication of the CALICO Journal (hereinafter referred to as “**Journal**”).

In consideration of the mutual promises hereinafter set forth, the parties agree as follows:

### ARTICLE 1 INTERPRETATION

- 1.1 **Definitions** In this Agreement, unless expressly stated otherwise, the definitions and other provisions relating to the interpretation of this Agreement are set out in Schedule A.
- 1.2 **Headings; Internal References** The headings used in this Agreement and its division into articles, sections, schedules, and other subdivisions do not affect its interpretation. References in this Agreement to articles, sections, schedules, and other subdivisions are to those parts of this Agreement.
- 1.3 **Number and Gender** Unless the context requires otherwise, words importing the singular number include the plural, and vice versa; words importing gender include all genders.

### ARTICLE 2

## ROLES AND RESPONSIBILITIES OF THE PARTIES

### 2.1 CALICO Roles and Responsibilities

- (a) CALICO recommends the appointment of an editor-in-chief, editorial team, and editorial board. The Publisher has the right to approve such recommendation, and such approval shall not be unreasonably withheld.
- (b) CALICO recruits manuscripts for publication.
- (c) CALICO ensures the Journal's editor(s) process manuscripts through peer review following the peer review guidelines of the Journal.
- (d) CALICO ensures alignment of all editorial team members with the Research and Publication Ethics Policy (Schedule C).

### 2.2 Publisher Roles and Responsibilities

- (a) Publisher will provide access to CALICO to the Publisher's Online Peer Review System. Publisher will provide technical assistance in the form of e-mail assistance, telephone assistance, video meetings, and online resources.
- (b) Publisher will receive articles from CALICO and publish them in the Journal in accordance with the provisions of this Agreement.
- (c) Publisher will prepare an advance publication schedule for the Journal.
- (d) Publisher will perform Copyediting for spelling, grammar, punctuation, and adherence to Journal style. Edited content will be sent to the Journal editor and Authors for approval.
- (e) Upon completion of Copyediting, the Publisher will prepare the Journal for page layout. Publisher will typeset each article and issue according to the approved design.
- (f) Publisher will send the Journal editor proofs of each issue according to the advance schedule. Authors will receive proofs of their respective articles. If the Journal editor does not return the corrected proofs by the specified deadline, or within an alternative agreed-upon schedule, CALICO understands that deadlines in the advance schedule may not be met.
- (g) Publisher will provide an online platform for the dissemination of the Journal articles and issues.
- (h) Publisher will be responsible for the subscription and financial management of the Journal.
- (i) Publisher will manage the Journal's inclusion in appropriate indexes and abstract databases.

### 2.3 Right of Publisher to Substitute CALICO Services

If the Publisher finds in its sole discretion that ethical breaches have been committed by or on behalf of CALICO or the editors it has retained, or that the articles submitted to the Publisher under this Agreement are not suitable for publication according to the standards expected in a scholarly journal, or that the CALICO editors are not meeting the standards required of a professional editor in terms of timing and attention to detail, the Publisher will notify CALICO of such activities and will work with CALICO to correct the circumstances giving rise to the application of this provision. If circumstances giving rise to the application of this provision are not corrected in a reasonable time, the Publisher may substitute the editorial services otherwise to be performed by CALICO and its editors.

## ARTICLE 3 PROPRIETARY RIGHTS

- 3.1 **Ownership of Copyright in the Journal** CALICO owns the Journal and all copyright in it, including its content and as a composite work.
- 3.2 **CALICO License** CALICO hereby grants to Publisher an exclusive, royalty-free license for the Term of this Agreement and all renewals, to use, copy, reproduce, modify, adapt, create derivative works from, publish, transmit, translate all content supplied by CALICO to Publisher, in all media now known or hereafter devised, throughout the universe, for the purpose of publishing the Journal. CALICO will advise the Publisher of any copyrighted material of others incorporated in the Journal, and will ensure that the Author(s) advise UTP of any material, either text, photo, or illustration, the rights for which are controlled by others. CALICO will obtain, before publication and at its expense, permission in writing from the owner of the copyright in that material for publication and other exploitation by the Publisher and any licensees thereof, in any and all media now known or hereafter devised, and by any and all means of exploitation, in perpetuity pursuant to this Agreement, unless the Publisher releases CALICO of such obligation in a particular instance. Copies of any such permission must be submitted to the Publisher for its files.
- 3.3 **Author Assignment of Copyright** Production of each issue will not proceed until an Assignment of Copyright Form has been received by Publisher, duly executed by each Author publishing a work in that issue of the Journal, in the form set out in Schedule B.
- 3.4 **CALICO Intellectual Property** CALICO hereby grants to Publisher the non-exclusive, worldwide right to use the trademarks and tradenames owned by it in association with the Journal and any derivative thereof.
- 3.5 **Publisher Intellectual Property** All software, applications, digital asset management templates, models, rules, database structures, and other systems and Intellectual Property made available to CALICO by Publisher, and all worldwide Intellectual Property Rights therein, are the exclusive property of Publisher and its licensors.
- 3.6 **Publisher License** Publisher grants to CALICO a revocable, non-exclusive, non-transferable license for the Term of this Agreement to access and use the Online Peer Review System for the purposes of consolidating peer review of Journal articles. CALICO may permit only the Journal Editor and CALICO's editorial team to exercise this right of access and use. CALICO shall not sell, assign, transfer, sublicense, make available, or otherwise dispose of the rights granted herein. CALICO shall not, and shall not permit or authorize any Person to, copy, modify, translate, create derivative works based upon, decompile, disassemble, or otherwise reverse engineer, or otherwise determine or attempt to determine source code or protocols from, the executable code of the Online Peer Review System.
- 3.7 **Reservation of Rights** Except as expressly stated in this Agreement, nothing in this Agreement shall grant or be deemed to grant either party any right, title, or interest in any Intellectual Property or Intellectual Property Rights therein that are owned by the other party and nothing in this Agreement shall entitle either party to use the other party's Intellectual Property or any other Intellectual Property Rights in any way whatsoever without the prior written consent of the other party. Each party hereby reserves all rights in and to its Intellectual Property that are not granted to the other party in this Agreement.

#### **ARTICLE 4 FEES AND PAYMENTS**

- 4.1 **Fees** Publisher will remit to CALICO an annual honorarium of \$20,000 USD.
- 4.2 **Publisher not Responsible for Payment to Authors** Publisher shall not be responsible for the payment of any fees, royalties, or other compensation to Authors.

#### **ARTICLE 5 REPRESENTATIONS AND WARRANTIES**

- 5.1 **CALICO.** CALICO represents and warrants that,

- (a) to the best of its knowledge, the content does not infringe the Intellectual Property Rights of any third party or violate any requirements, procedures, policies, or regulations of Publisher or any applicable law;
  - (b) the articles or other works submitted to the Publisher for publication in the Journal contain no defamatory or otherwise unlawful matter and that publication of the Journal in any format does not invade or infringe the privacy or other rights of anyone. CALICO further undertake that all statements in the Journal purporting to be facts are true; and that CALICO will advise the Publisher of any statements that might be construed as defamatory, tortious or otherwise unlawful. The Publisher may require substantive revision of the articles or other works submitted to the Publisher for publication in the Journal to avoid including material that may infringe rights or be defamatory or otherwise unlawful.
  - (c) it has the right and authority to enter this Agreement; and
  - (d) it will be solely responsible for all royalty, copyright, commissions, or other compensation payments due to the Authors or owners of any right, title, or interest in or to Journal.
- 5.2 **Publisher.** Publisher represents and warrants that to the best of Publisher's knowledge, any software made available to CALICO does not infringe the Intellectual Property Rights of a third party; **and Publisher will not permit any third party (other than its service providers and contractors) to access CALICO content for the purpose of publishing any other publication.** Publisher represents and warrants that it has the right and authority to enter this Agreement.
- 5.3 **DISCLAIMER.** EXCEPT AS PROVIDED HEREIN, THE SERVICES PROVIDED BY PUBLISHER ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND. PUBLISHER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, OR IN RELATION TO TITLE, DATA ACCURACY, SYSTEM INTEGRATION, QUIET ENJOYMENT, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. CALICO ACKNOWLEDGES THAT IT HAS RELIED ON NO REPRESENTATIONS OR WARRANTIES OTHER THAN ANY EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT AND THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, NO REPRESENTATIONS OR WARRANTIES ARE MADE BY OR ON BEHALF OF PUBLISHER'S SUPPLIERS OR LICENSORS.

## ARTICLE 6 INDEMNITIES

- 6.1 **By CALICO.** CALICO shall indemnify and save harmless the Publisher, its servants, officers, agents, independent contractors, professional advisors and licensees from and against all losses, claims, damages or other costs of any nature or kind whatsoever arising directly or indirectly out of (i) the breach of any warranty, representation or agreement made by CALICO to the Publisher in this Agreement; (ii) the use of trademarks, or any other intellectual property rights related to the preparation and publication of the Journal, or of any text or materials provided by CALICO to the Publisher, or required by CALICO to be utilized by the Publisher, with respect to the publication and distribution of the Journal; (iii) the negligent or intentional misconduct of CALICO, its officers, employees, agents or contractors; (iv) any scandalous, defamatory, or unlawful matter or anything that constitutes a breach of confidentiality or invasion of privacy contained in any article submitted by CALICO to the Publisher for Copyediting and publication in the Journal.
- 6.2 **By Publisher.** The Publisher shall indemnify and save harmless CALICO, its servants, directors, members, shareholders, officers, agents, independent contractors and professional advisors from and against all losses, claims, damages or other costs of any nature or kind whatsoever arising directly or indirectly out of (i) the breach by the Publisher of any warranty, representation or agreement made by it to

the CALICO in this Agreement; or (ii) the negligent or intentional misconduct of the Publisher, its officers, employees, agents contractors.

- 6.3 **Indemnity to cover.** Subject to Section 6.4 below, any indemnity sought under this Article 6 shall include, but not be limited to, reasonable expenses, legal fees, court costs and other reasonable expenses of investigation, litigation and settlement of any such claim.
- 6.4 **Notice of Claim.** Upon obtaining knowledge of any claim to which a party hereto might seek indemnity hereunder, such party shall promptly provide the other party (the "Indemnifying Party") with written notice of such claim.
- 6.5 **Rejected Content.** Publisher may refuse to publish any content submitted to it by CALICO under this Agreement if in its sole discretion the publication of such content would be offensive to anyone in a manner that might reasonably be expected to harm the business of the Publisher or the well-being, security or safety of its staff ("Rejected Content"). Publisher shall give to CALICO written notice in writing of its decision not to publish Rejected Content, which notice must be given at least 60 days prior to the scheduled publication date of the volume of the Journal in which the Rejected Content was to appear. In the circumstances, CALICO may on the agreement of the Publisher:
- (a) provide to Publisher new content to replace any such Rejected Content if possible within the scheduling of the pre-publication work to be done on the content and the actual publication and circulation of the Journal in which the Rejected Content was scheduled to appear;
  - (b) agree to the publication of the next volume of the Journal absent the Rejected Content or any substitute therefor; or
  - (c) postpone the publication of the current volume of the Journal until a suitable replacement for the Rejected Content is prepared for publication.
- 6.6 **Right to Recall or Take Down** If either party becomes aware that a civil action or criminal prosecution is to be or has been commenced in respect of the publication or distribution of any content contained in a volume of the Journal, or an initiating pleading or a notice of injunction has been served upon it or any of its officers or employees (a "Legal Claim"):
- (a) that party shall notify the other party immediately of such Legal Claim;
  - (b) the Indemnifying Party with respect to such Legal Claim shall immediately take such steps as may be advisable or necessary to cause the publication and circulation of such content to cease, including taking down the content from any platform where the content may be accessed by any third person; and
  - (c) the party other than the Indemnifying Party shall co-operate in such recall and taking-down activity as may be requested by the Indemnifying Party.

## **ARTICLE 7 LIMITATION OF LIABILITY**

- 7.1 **Indirect damages.** Under no circumstances will Publisher be liable to CALICO or its licensors for any indirect, special, or consequential damages, compensation, or loss of profits, anticipated revenue, savings, or goodwill, other economic loss, or any costs, expenses, or interest related thereto, under any theory of law or equity, arising out of or in any way related to this Agreement, even if advised of the possibility thereof.
- 7.2 **Direct damages.** In no event will Publisher's total cumulative liability under this Agreement from all causes of action of any kind, including tort, contract, negligence, and strict liability, exceed \$15,000 USD.
- 7.3 **No punitive damages.** Neither party shall seek, apply for, or otherwise claim any punitive damages whatsoever, or howsoever incurred, in connection with this Agreement or its subject matter.

- 7.4 **Fundamental breach.** This Article 7 shall apply even in the event of a breach of condition, a breach of an essential or fundamental term, or an essential or fundamental breach of this Agreement.
- 7.5 **Time limitation.** Any action by either party in connection with this Agreement must be initiated within two years after the cause of action arises.
- 7.6 **Acknowledgement.** CALICO acknowledges and agrees that the foregoing limitations of liability are essential elements of the bargain and that in the absence of such limitations, the financial and other terms of this Agreement would be substantially different.

## **ARTICLE 8 CONFIDENTIALITY**

- 8.1 **Confidentiality.** The Receiving Party will maintain in confidence all Confidential Information disclosed to it by the Disclosing Party. The Receiving Party will not use or disclose Confidential Information of the Disclosing Party except to perform its obligations or exercise its rights under this Agreement. The Receiving Party will protect the Disclosing Party's Confidential Information with the same standard of care that the Receiving Party uses to protect its own confidential information, but in no event less than a reasonable degree of care. Nothing in this Agreement will prohibit the Receiving Party from disclosing Confidential Information of the Disclosing Party if legally required to do so by judicial or governmental order, provided that the Receiving Party gives the Disclosing Party prompt notice of such requirement at least 10 days prior to disclosure and cooperates with the Disclosing Party in the event that the Disclosing Party elects to contest such disclosure or seek a protective order with respect to such disclosure. Neither party may disclose the terms and conditions of this Agreement to any third party other than to the following Persons, provided that such Persons are under a duty of confidentiality no less restrictive than that which is contained in this Agreement: lawyers, accountants, professional advisors, lenders, purchasers of a party's business, merger parties, and underwriters in connection with their due diligence in future financings or acquisitions.
- 8.2 **Privacy.** Notwithstanding any other provision of this Agreement, if Publisher collects, uses, or discloses Personal Information pursuant to this Agreement, Publisher shall comply with all Privacy Laws applicable to the performance of its obligations under this Agreement.

## **ARTICLE 9 TERM AND TERMINATION**

- 9.1 **Term.** This Agreement shall commence on the Effective Date and (subject to the provisions for earlier termination set out herein) shall remain in full force and effect for a period of five years (the "**Term**"). If more than three months prior to the expiry of the Term either party gives to the other party notice in writing that it does not wish to renew this Agreement, this Agreement shall expire upon the last day of the Term.
- 9.2 **Renewals.** If neither party has provided written notice that it does not wish to renew this Agreement in accordance with Section 9.1 above, then the Term shall automatically renew for successive three-year periods on the same terms and conditions as set out in this Agreement.
- 9.3 **Termination.** Either party may terminate this Agreement immediately by giving written notice if the other party:
- (a) commits a breach of this Agreement which cannot be remedied, or commits a breach capable of being remedied and fails to remedy the breach within 14 days of a written request to do so; or
  - (b) is the subject of a petition for a bankruptcy order or becomes insolvent or enters into any arrangement, scheme, or composition with its creditors or if any of the other party's assets are the subject of any form of seizure, or the other party goes into liquidation either voluntarily (otherwise than for reconstruction or amalgamation) or compulsorily, or a receiver or administrator is appointed over any or all of the other party's assets.
- 9.4 **Other Remedies.** The termination of this Agreement shall be without prejudice to the rights and remedies

that have accrued to either party at the date of termination.

## **ARTICLE 10 EFFECT OF TERMINATION OR EXPIRY**

- 10.1 **Effect.** On termination or expiry of this Agreement:
- (a) any amounts owed to or from Publisher under this Agreement before such termination or expiration will be due and payable in accordance with their terms;
  - (b) Publisher shall terminate CALICO's right to access and use the Online Peer Review System;
  - (c) all rights granted in this Agreement will immediately cease to exist, and Publisher will cease making the Services available.
  - (d) Publisher will provide CALICO with an electronic list of subscribers and all relevant contact information within thirty (30) days; and
  - (e) Publisher shall have a period of thirty (30) days following termination or expiry to provide to CALICO all Intellectual Property, including any and all documentation, files, records, data, etc., relating to the Journal, which is the property of CALICO and is necessary for maintaining an online platform for the dissemination of Journal articles and issues. For clarity the foregoing shall not include any Intellectual Property Right in or to the platform or any other software used by the Publisher to produce and deliver the Journal.

## **ARTICLE 11 MISCELLANEOUS**

- 11.1 **Author Agreements** Prior to publishing any article in the Journal, the Publisher will enter into a letter of agreement with each of the Authors of such article.
- 11.2 **Binding effect** This Agreement enures to the benefit of and binds the parties' respective successors and permitted assigns. This Agreement may not be assigned by CALICO without the prior written consent of Publisher.
- 11.3 **Counterparts** This Agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document. Counterparts may be transmitted by fax or email.
- 11.4 **Employee Recruiting** During the Term and for a period of one year thereafter, each party shall not, without the prior written consent of CALICOthe other party, induce, solicit, or attempt to induce or solicit any employee, consultant, or independent contractor of CALICOthe other party to leave CALICOthe other party's employment or engagement, as the case may be.
- 11.5 **Entire Agreement; Amendment** This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes any previous agreements and discussions between the parties. There are no representations, covenants, or other terms other than those set forth in this Agreement. This Agreement may be amended only by a written document signed by each of the parties.
- 11.6 **Force Majeure** Neither party shall be under any liability to the other as a result of any delay or default in carrying out its obligations hereunder which is due in whole or in part to an event of force majeure. A party that contends that its obligation is suspended or its performance is excused by reason of force majeure must give prompt written notice to the other party specifying the condition or event constituting same, in which case both parties' obligations pursuant to this Agreement shall be suspended during such period. Upon cessation of such force majeure, such party shall give like notice and commence performance

hereunder as promptly as reasonably practicable. If the condition or event constituting force majeure persists for more than thirty (30) days after such notice, either party may terminate this Agreement by written notice to the other party.

- 11.7 **Further Assurances** Each party, upon request by the other party, shall sign (or cause to be signed) all further documents or do (or cause to be done) all further acts and provide all reasonable assurances as may reasonably be necessary or desirable to give effect to the transactions contemplated by this Agreement.
- 11.8 **Governing Law** This Agreement is governed by, and is to be interpreted, construed, and enforced in accordance with, the laws of Ontario and the laws of Canada applicable in Ontario, excluding any rule or principle of conflicts of law that may provide otherwise.
- 11.9 **Jurisdiction** The parties irrevocably attorn to the jurisdiction of the courts of Ontario, which will have non-exclusive jurisdiction over any matter arising out of this Agreement.
- 11.10 **Nature of Relationship** The relationship between the parties shall be that of independent contractors and neither party shall be, or be deemed to be, joint venturers with, or partners of, one another. Neither party shall have any right to enter into any contract or commitment in the name of the other party, or to incur any obligation for, create any liability for, or bind the other party in any respect whatsoever.
- 11.11 **Notices** In order to be effective, any notice must be in writing. A notice is effective if it is delivered (i) personally, either to the individual designated below for such party, or to an individual having apparent authority to accept deliveries on behalf of such individual at its address set out below; (ii) by email; or (iii) by registered mail, at or to the applicable addresses, set out opposite the party's name below, or at or to such other address for a party as such party from time to time designates to the other parties in the same manner:

in the case of Publisher, to:

Antonia Pop  
Vice President, Publishing  
800 Bay St., Mezzanine, Toronto, Ontario, M5S 3A9  
Phone: 416-667-7838  
Email: apop@utorontopress.com

in the case of CALICO, to:

- 11.12 **Remedies Cumulative** The rights, remedies, and powers provided in this Agreement to a party are cumulative and in addition to, and are not exclusive of or in substitution for, any rights, remedies, and powers otherwise available to that party.
- 11.13 **Severability** The invalidity or unenforceability of any particular provision of this Agreement will not affect or limit the validity or enforceability of the remaining provisions.
- 11.14 **Survival** Section 2.3, Section 9.4 and Articles 4, 5, 6, 7, 8 and 10 shall survive the expiry or other termination of this Agreement.
- 11.15 **Waiver** No waiver of satisfaction of a condition or non-performance of an obligation under this Agreement is effective unless it is in writing and signed by the party granting the waiver. No waiver under this section affects the exercise of any other rights under this Agreement.

This Agreement has been executed by the parties.

\_\_\_\_\_  
University of Toronto Press

\_\_\_\_\_  
Name, title

\_\_\_\_\_  
Date

\_\_\_\_\_  
CALICO

\_\_\_\_\_  
Name, title

\_\_\_\_\_  
Date

## Schedule A Definitions

“**Agreement**” means this Journal Publishing Agreement and all schedules attached hereto;

“**Author**” means the originator of the contents of the Journal;

“**Confidential Information**” means any confidential or proprietary information of the Disclosing Party (whether in graphic, written, oral, or electronic form), including without limitation any information relating to any research project, work in process, future development, marketing or business plan or financial or personnel matter relating to the Disclosing Party, its publications, present or future products, sales, suppliers, customers, employees, or business. Confidential Information does not include any information that (a) was available to the public prior to the Disclosing Party’s first disclosure to the Receiving Party; (b) is lawfully received by the Receiving Party from a third party having no obligation of confidentiality with respect to such information; or (c) is independently developed by Receiving Party without access to or use of the Confidential Information of the Disclosing Party;

“**Copyediting**” means the work that is done to improve the consistency of style, readability, and accuracy of text by checking spelling, grammar, punctuation, and references according to the Journal’s style. Copyediting does not involve reviewing, assessing, or changing the substance of the content;

“**Disclosing Party**” means a party who discloses Confidential Information to the other party;

“**Effective Date**” means the date first set out above;

“**Intellectual Property**” means tangible and intangible intellectual and industrial property created, developed, or reduced to practice including, without limitation: works of authorship, abstracts, compilations of data, computer databases, documentation, reports, studies, summaries, technical information, templates, methodologies, processes, techniques, software, analytical framework, know-how, business methods, logos, designs, product or service names or marks, confidential information, inventions, improvements, models, products, prototypes, and all other related material;

“**Intellectual Property Rights**” means any and all rights, in any jurisdiction, provided under (a) copyright law (including moral rights); (b) patent law; (c) trademark law (including laws governing trademarks, trade names, and logos); (d) design patent or industrial design law; or (e) any other statutory provision (including laws governing domain names) or common law principle (including trade secret law and law relating to information of the same or similar nature and protected in the same or similar way) governing Intellectual Property, whether registered or unregistered, and including rights in any and all applications and registrations in respect of the foregoing;

“**Journal Editor**” means a Person who provides a service on behalf of CALICO which includes selecting content for publication, managing the peer-review process, fact-checking references, and ensuring that permission has been obtained for use of all previously published content included in the Journal;

“**Online Peer Review System (OPRS)**” means the bilingual online peer review system contracted by the Publisher;

“**Person**” means any individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, joint venture, body corporate, a government or any department or agency thereof, and a natural person in such person’s capacity as trustee, executor, administrator or other legal representative;

“**Personal Information**” means information about an identifiable individual;

“**Privacy Laws**” means the *Personal Information Protection and Electronic Documents Act* (Canada), and all provincial legislation that has been declared, by order of the Governor in Council, to be substantially similar thereto;

“**Receiving Party**” means a party to whom Confidential Information is disclosed by the Disclosing Party; and

“**Term**” means the term of this Agreement as set out in Section 9.1.

**Schedule B**  
**Journal Author Agreement**

AUTHOR(S):  
MAILING ADDRESS:  
EMAIL ADDRESS:

The University of Toronto Press (UTP), with its address at 800 Bay St., Mezzanine, Toronto, ON, M5S 3A9, is pleased to have the privilege of publishing your contribution to \_\_\_\_\_ (“the Journal”) entitled “\_\_\_\_\_”, containing text, notes, charts, graphics, illustrations, photos and other material (hereinafter referred to collectively as “the Contribution”). In the event that one or more of the persons who created the Contribution is deceased and the copyright and all other rights of such person in the Contribution are vested in that person’s estate (“the Estate”), the Estate shall be represented by such administrator, executor or trustee, as may be authorized by operation of law to bind the Estate in respect of the Contribution, or by such other person as the Estate may lawfully appoint from time to time. (For the purposes of this agreement the Estate shall be deemed to be the “Author”).

1. UTP will copy-edit the Contribution. The Author(s) will be given an opportunity to read and request changes to proofs, but if they fail to return them by the date set on the proofs, production and publication may proceed without the approval of the proofs by the Author(s). In the event of disagreement, UTP reserves the right to decide which proof changes to implement.
2. UTP may publish the Contribution pursuant to this agreement at its cost. UTP has the exclusive right to determine how the Contribution will appear in the Journal and elsewhere. Furthermore, UTP has the right in its sole discretion not to publish the Contribution. If it elects not to publish the Contribution, UTP shall so notify the Author(s) in writing whereupon this agreement is terminated and all rights assigned or transferred by the Author(s) to UTP shall revert to the Author(s).
3. Where the Author(s) own the copyright in the Contribution, the Author(s) hereby irrevocably assigns to UTP all right, title and interest, including copyright, in and to the Contribution. UTP hereby obtains the right to use the Contribution in any future publication, including, but not limited to, publication in electronic media, issued under its auspices and to authorize others, including reproduction rights organizations including but not limited to Access Copyright and electronic database providers such as EBSCO, to do the same. The Author(s) hereby grant to UTP the non-exclusive right to create the Digital Object Identifier (“DOI”) for this Contribution and to deposit the DOI with Crossref, the official DOI registration agency for scholarly and professional publications. The Author(s) agree to refer to UTP any requests to publish the Contribution or portion thereof. UTP may charge a standard fee for reprinting, the amount of this fee to be fixed by it from time to time. The Author(s) hereby waive any claim for royalties arising from the use by UTP of their Contribution in any medium or means of exploitation now known or hereafter devised, throughout the world, in perpetuity.
4. The Author(s) warrant they have the right to enter this agreement and that permission to publish the Contribution has not been previously assigned elsewhere. The Author(s) warrant that if the Contribution was created in the course of employment or is a work made for hire or is subject to Crown copyright, the employer or the person, corporation, association or government owning the copyright in the Contribution in the circumstances has granted to the Author(s) in writing the right to enter into this agreement. The Author(s) shall deliver such written authority to UTP for its files within 14 days from the execution of this agreement. If in the circumstances the Author(s) do not own the rights to be granted to UTP in Section 3, the Author(s) shall not have any of the obligations regarding the granting of such rights.
5. The Author(s) warrant that the Contribution is original to them, except for any copyrighted material of others incorporated in it, and that the Author(s) will advise UTP in writing of any such material, whether consisting of text, photo, or illustration, the rights for which are controlled by others. The Author(s) will obtain, before publication and at their expense, permission in writing from the owner of the copyright in that material for publication by UTP and any licensees thereof in perpetuity pursuant to this agreement, unless UTP releases the Author(s) of such obligation in a particular instance. Copies of any such permission must be submitted to UTP for its files. The Author(s) further warrant that the Contribution contains no defamatory or otherwise

unlawful matter and that publication of it in any format does not invade or infringe the privacy or other rights of anyone. The Author(s) undertake that all statements in the Contribution purporting to be facts are true; and that they will advise UTP of any statements that might be construed as defamatory, tortious or otherwise unlawful. UTP may require substantive revision of the manuscript to avoid including material that may infringe rights or be defamatory or otherwise unlawful.

6. With respect to the photos for which the Author(s) hold copyright included in the Contribution, the Author(s) grant a license to UTP to publish them as part of the Contribution and the Author(s) reserve the right to publish such photos otherwise than in association with the Contribution.
7. The Author(s) further warrant that any person identified in the Contribution whose medical, physical, psychological or mental data revealed through the research undertaken in preparation of the Contribution including but not limited to photographs, descriptions or other data, has personally or by her/his guardian or estate executed a written consent authorizing the publication of such information in the Contribution.
8. The Author has, as part of the original submission of the Contribution, delivered to UTP a declaration in writing stating or identifying: (i) any real or anticipated conflicts of interest in relation to the content of the Contribution; (ii) any financial compensation or assistance in creating and preparing the Contribution; (iii) any agency, consultancy, employment, partnership, investment, directorship or trusteeship in any corporation or other person relating in any way whatsoever to the content of the Contribution, or any expectation of profit arising from the publication of the Contribution; or (iv) any ethical review, institutional review process or other form of acceptance or certification process to which the Contribution or parts thereof were submitted and the results of such processes. As of the date of the execution of this agreement, nothing in such declaration has changed or has become invalid. The Author(s) shall inform UTP whenever any change occurs in the information provided by the Author(s) pursuant to this Section.
9. In the event of any third party claim, action, or proceeding based on an alleged violation of this agreement, UTP shall have the right to defend the same through counsel of its own choosing. The Author(s) agree to pay all resulting costs and damages, except that this indemnity shall not apply to any changes in the manuscript by UTP that were not approved by the Author(s) in advance of publication, or to any material that the Author(s) had warned UTP in writing in advance of publication might be construed as defamatory or otherwise unlawful. UTP may settle any such claim as it deems fit.
10. The rights and obligations herein shall ensure to the benefit of and be binding upon the parties, their executors, administrators and permitted assigns.
11. The Author(s) may not assign this agreement without the prior written consent of UTP.
12. This agreement and the signatures of the Author(s) attesting to it shall be in electronic format and the parties agree that an electronic signature shall be given the same legal force as a hand-written signature.

Author - **Copies of this agreement must be signed by all authors.**

\_\_\_\_\_ Date \_\_\_\_\_

## **Schedule C Research and Publication Ethics Policy**

University of Toronto Press (UTP) is committed to ensuring that all works published in our journals are of the highest quality and scrutinized under the highest ethical standards. We expect editors, reviewers, and authors working on, and contributing to, UTP journals to be committed to upholding these high ethical standards as well. In our ethical standards and procedures, we set out general expectations for authors, editors, reviewers, publishers, and society partners. The University of Toronto Press hereby adheres to the current copyright laws and practices.

### **ETHICAL EXPECTATIONS**

#### **Publishers and Editors:**

- Establish and enforce policies for the journal, including policies for publication ethics, managing conflicts of interest, managing appeals, corrections and retractions
- Disclose full names and affiliations of the editorial board members on the journal's web site
- Provide accurate contact information for the editorial office on the journal's website
- Develop clear guidelines for authors and peer reviewers
- Provide authors with clear information regarding article processing charges
- Take reasonable steps to identify and prevent the publication of papers where research misconduct has occurred
- In no case encourage misconduct, or knowingly allow misconduct to take place
- In the event that editors or the publisher are made aware of any allegation of research misconduct, the editors and publisher must manage allegations appropriately

#### **Publishers must:**

- Not use organizational names that would mislead potential authors and editors about the nature of the journal's owner
- Provide support to editors during investigations into allegations of misconduct
- Manage conflicts of interest with integrity
- Protect intellectual property, information systems, and confidential journal information
- Communicate with honesty and professionalism at all times and maintain accurate records

#### **Editors must:**

- Have editorial boards or other governing bodies whose members are recognized experts in the field(s) discussed in the publication
- Determine and accept responsibility for all content published in the journal
- Value and ensure the integrity and accuracy of content published in the journal and publish corrections, clarifications, and retractions when necessary
- Follow and uphold the journal's submission and peer review policy
- Maintain a neutral stance and not have a stake in the acceptance and publication of a manuscript
- Provide guidance to authors and reviewers as needed throughout the submission, review, and publication process
- Ensure that the peer review process of their journal is impartial, unbiased, and timely
- Alert the publisher of potential infringements of intellectual property laws
- Address reported ethical breaches in a timely manner and from a neutral position (see Procedures for Addressing Unethical Behaviour for more on this process)

## Authors must:

- Meet the [ICMJE definition for authorship](#), identify the role(s) of each contributing author, and ensure that the publication has been approved by all coauthors
- List all contributing authors; “gift” or “ghost” authorship is strictly prohibited
- Certify in writing that neither the article submitted nor a version of it (in any language) has been published, nor is publicly available online, nor is being considered for publication elsewhere, nor will be submitted elsewhere for consideration for publication while the manuscript is under review by the journal. Articles that represent expansions must be identified as such at submission. These will be considered on a case-by-case basis
- Certify that they have written the manuscript in its entirety and that it contains only original and accurate information
- Ensure that all research is conducted fairly and ethically. Articles presenting research on human subjects must either provide the name of the ethics committee that approved the study or confirm that no approval is needed.
- Ensure patients’ rights to privacy when publishing articles involving human subjects. Authors should follow the [ICMJE guidelines](#) for reporting on human subjects. Any identifying characteristics or information that might reveal a patient’s identity including names, initials, or hospital numbers, should not be published in written descriptions, photographs, x-rays, MRIs, charts, and pedigrees unless the information is essential for scientific purposes. For articles containing detailed information about a patient, it is necessary for the patient (or parent, guardian, or estate) to give written informed consent for publication. Authors should disclose to these patients whether any potential identifiable material or information might be available via the Internet as well as in print after publication. Patient consent should be written and archived with the authors and confirmation that informed consent was obtained will be requested with manuscript submission.
- Register clinical trials in publicly accessible databases (e.g., Health Canada, [www.clinicaltrials.gov](http://www.clinicaltrials.gov))
- List all sources of financial support and declare any potential conflicts of interest
- Cite sources accurately and in accordance with journal submission guidelines
- Ensure that all permissions have been obtained for all third-party images, graphics, and supplementary materials prior to publication
- Participate in the peer review process
- Immediately inform the journal editor of any errors, inaccuracies, or misrepresentations discovered within the manuscript after submission
- Provide retractions or corrections of mistakes
- Adhere to the Journal’s Instructions for Authors

## PEER REVIEW PROCESS

Peer-review is defined as obtaining advice on individual manuscripts from reviewers who are experts in the field. All of a journal’s scholarly content should be subjected to peer-review.

### Peer Reviewers must:

- Disclose any potential or immediate conflict of interest in the review of a submission and recuse themselves, if appropriate
- Ensure confidentiality during the peer review process, even in an open peer review process
- Review manuscripts in an objective, impartial, unbiased, and timely manner
- Advise the editor if there are any concerns regarding the originality of the submission or other ethically problematic issues in the manuscript
- Adhere to the Journal’s guidelines for peer reviewers

## PROCEDURES FOR ADDRESSING UNETHICAL BEHAVIOUR

## Identification

- Unethical practices may be identified and brought to the attention of the Editor-in-Chief or publisher (UTP) at any time.
- Unethical practices may include, but are not limited to, violations of any of the Ethical Expectations outlined (e.g., plagiarism, falsification or fabrication, authorship falsification, redundant publication, undeclared COI, etc.).
- The person reporting the ethical breach must provide sufficient evidence in order for an investigation to be undertaken. All allegations are treated equally and taken seriously until a conclusion has been reached.

## Investigation

- The investigation will be conducted by the Editor-in-Chief in consultation with UTP. For allegations made about the Editor-in-Chief, the investigation will be conducted by the Deputy Editor in consultation with UTP. For allegations made about UTP, the investigation will be conducted by the Editor-in-Chief in consultation with CALICO.
- To avoid defamation, evidence gathering will be conducted in such a way as to limit the spread of allegations beyond those who need to know.
- The investigation will be conducted within a reasonable amount of time following the allegation(s).
- As part of the investigation, the accused party will be notified and given an opportunity to respond to the allegation(s).
- As part of the investigation, if allegation(s) are found to be accurate, the severity of the breach will be assessed.
- Cases that fall outside of the means of the Editor-in-Chief, Deputy Editor, UTP, and CALICO to investigate (e.g., data fabrication or theft) will be referred to the author's institution with a request for investigation.

## Minor Ethical Breaches

- Minor misconduct will be dealt with by the Editor-in-Chief, Deputy Editor, and UTP.

## Serious Ethical Breaches

- In cases of serious misconduct, the employer of the accused may need to be notified. The Editor-in-Chief and Deputy Editor, in consultation with UTP, the Editorial Board, and CALICO, as appropriate, will make a decision on whether this is warranted.

## Consequences

Once an ethical breach has been confirmed, one or several of the following will be applied in response. Consequences are listed from least to most severe and will match the severity of the misconduct.

- Informing the author or reviewer of the breach in misconduct in cases where there seems to be a misunderstanding of ethical standards
- Sending a strongly worded letter to the author or reviewer outlining the breach and warning against future behaviour
- Publishing an erratum notice outlining the breach
- Publishing an editorial outlining the ethical breach
- Sending a formal letter to the author or reviewer's employer or funding agency
- Undertaking a formal retraction or withdrawal of the work in question from the journal, coupled with informing indexing services and readership of the misconduct
- Imposing a formal embargo on submissions from an individual for a set period
- Reporting the misconduct to a regulatory association for review and action

## **ADDITIONAL ETHICAL POLICIES**

### **Duplication and Plagiarism**

All articles must be original. No version of an article (in any language) should be published or publicly available online, and should not be considered for publication elsewhere, nor will be submitted elsewhere for consideration for publication while the manuscript is under review by the journal. Articles that represent expansions must be identified as such at submission. They will be considered on a case-by-case basis.

Authors also must certify that they have written the manuscript in its entirety and that it contains only original and accurate information. The Journal uses [Similarity Check](#) plagiarism detection software on a random sample of articles prior to peer review. Manuscripts in which plagiarism is detected will be rejected outright.

### **Conflict of Interest**

All authors must disclose any commercial associations or any other arrangements (e.g., financial compensation received, patient-licensing arrangements, potential to profit, consultancy, stock ownership, etc.) that may pose a conflict of interest in connection with the article using the Conflict of Interest form. This information will be made available to the editor and reviewers, and will be included as part of the published paper in the disclosure section.

Editors and Reviewers must recuse themselves from the evaluation of papers in which they may have a conflict of interest.

In the event that a manuscript is authored or co-authored by a member of the editorial team (i.e., Editorial Board members, Associate Editors, Deputy Editor, or Editor-in-Chief), the manuscript will be assigned to another editorial team member in order to avoid a conflict of interest. For example, if the Editor-in-Chief is a co-author of a paper for peer review, the Deputy Editor will act as the Editor-in-Chief for that paper. The editorial team member who is an author or co-author of a submitted paper will have access to the same information regarding the submitted paper as any non-editorial team author/co-author of any other paper.

### **Appeals**

Authors may appeal decisions. The Editor-in-Chief will review all appeals on a case-by-case basis. Depending on the nature of the appeal, the Editor-in-Chief will recuse themselves and the appeal will be reviewed by the Deputy Editor or other designated editor.

### **Corrections**

Authors must inform the Editor-in-Chief and UTP of any errors of fact they have noticed or have been informed of in an article that has been published. When necessary, corrections are made quickly and accompanied by a notice of errata describing the correction.

### **Retractions**

Retractions are considered by the editors in cases of evidence of unreliable data or findings, plagiarism, duplicate publication, and unethical research. We may consider an expression of concern notice if an article is under investigation. If a retraction is determined to be necessary, a retraction notice will be added with an explanation about the retraction and the original article metadata. The original text will remain accessible.

In rare cases, the original article may need to be removed for legal reasons. In such cases, the metadata will be retained and the original text will be replaced with the retraction note and a note explaining that the article has been removed for legal reasons.

