



## LICENCE TO PUBLISH (LTP)

This **Licence To Publish (LTP)** records the terms under which the article specified below will be published by **UNIVERSITI SAINS MALAYSIA** acting through its representative, PENERBIT USM, 11800 USM, Pulau Pinang, Malaysia (**PENERBIT USM**).

JOURNAL OF PHYSICAL SCIENCE (JPS) <span style="float: right;">(the <b>Journal</b>)</span>	
<b>THE ARTICLE</b>	
<p><b>ARTICLE TITLE</b> <i>You must insert the full title of the article.</i></p>	<p>Title: _____ <span style="float: right;">(the Contribution)</span></p> <p>Manuscript ID: _____</p>
<p><b>AUTHOR</b> <i>The corresponding, signing author must insert his/her full legal name, contact email address and country of permanent residence</i></p>	<p>Full Legal Name: _____</p> <p>Email Address: _____</p> <p>Country of Residence: _____ <span style="float: right;">(the Author)</span></p>
<p><b>CO-AUTHORS</b> <i>You must check ONE of these two checkboxes.</i></p>	<p>The Contribution is not co-authored and the Author is entering into (and signing) this LTP for himself/herself <b>ONLY</b>.</p> <p>The Contribution is co-authored and the Author is authorised by his/her Co-Author(s) to enter into (and sign) this LTP on behalf of himself/herself <b>AND</b> the Co-Author(s).</p> <ul style="list-style-type: none"> <li>• If you check this box, you must insert the full legal names, email addresses and country of permanent residence for all Co-Author(s) in the space below. Attach extra pages, if necessary.</li> </ul> <p>CO-AUTHOR 1</p> <p>Full Legal Name: _____</p> <p>Email Address: _____</p> <p>Country of Residence: _____</p> <p>CO-AUTHOR 2</p> <p>Full Legal Name: _____</p> <p>Email Address: _____</p> <p>Country of Residence: _____ <span style="float: right;">(each a Co-Author, together, the Co-Authors)</span></p>
<p><b>CORRESPONDING AUTHOR</b></p>	<p>The (Co)Author(s) acknowledge that the Contribution was created during the course of employment.</p> <p>The Author <b>must</b> complete and sign Box 1 in his/her capacity as Author and as authorised representative of any (Co)Author(s).</p>

OPEN ACCESS	
<b>GOLD</b>	Under PENERBIT USM's Open Access policy, the Contribution will be published on a Gold Open Access basis (see Clause 3 below for definition of Gold Open Access and further provisions).
<b>LICENCE</b>	The Contribution will be published under the terms of the Creative Commons Attribution Licence, CC BY 4.0.
<b>ARTICLE PROCESSING CHARGE (APC)</b>	<p>The (Co)Author(s) will pay an APC (MYR500 or USD150) for Gold Open Access publication of the Contribution. Please note that payment is accepted only in Ringgit Malaysia OR US Dollar.</p> <p>Methods of payment: Bank transfer/online transaction OR credit/debit card</p> <p>Payment can be made at <a href="#">the USM e-payment portal (click link)</a>.</p>
<b>FUNDING INFORMATION</b> <i>If the research was funded, complete this section.</i>	<p>Indicate the source(s) of any funding which was supplied to support the research/writing of the Contribution (if applicable):</p> <p>Full Organisation Name(s):</p> <p>Grant Number:</p> <p>Grant Title:</p>
SIGNATURES <span style="float: left;">Sign this LTP and email it to the Editorial Office</span>	
<b>BOX 1: AUTHOR</b> <i>Author signs here.</i>	<p>Authorised Signature:</p>  <p>Print Name:</p>  <p>Date (DD/MM/YYYY):</p>  <p>By signing this Box 1, I confirm that I am the Author of the Contribution (or authorised to represent the Author and all Co-Author(s) of the Contribution).</p> <p>I agree to the Terms and Conditions of this LTP in my capacity as Author or authorised representative of the Author and all Co-Author(s).</p>
<b>BOX 2: COPYRIGHT HOLDER</b> <i>Publisher signs here.</i>	<p>Authorised Signature:</p>  <p>Print Name:</p>  <p>Date (DD/MM/YYYY):</p>  <p>By signing this Box 2, I confirm that I am the Copyright Holder (or authorised to represent the Copyright Holder).</p> <p>I agree to the Terms and Conditions of this LTP in my capacity as Copyright Holder or authorised representative of the Copyright Holder.</p> <hr/> <p>Copyright Holder's company or institutional name: PENERBIT USM</p> <hr/> <p>Contact Address: C/O Penerbit USM, D34, Universiti Sains Malaysia, 11800 USM, Pulau Pinang, Malaysia</p>

PLEASE NOTE: Amended/alternative versions of this LTP will not be accepted by PENERBIT USM and may delay or prevent publication.

## STANDARD TERMS AND CONDITIONS

The (Co)Author(s) hereby agree to be bound by the following terms and conditions:

### 1. LICENCE

- 1.1 The term Contribution means the article written by the (Co)Author(s) as identified on page one of this LTP and includes, without exception, all the following versions of the article:
  - 1.1.1 **Submitted Manuscript Under Review (SMUR)**: Any version of the Contribution that is under formal review for inclusion in the Journal.
  - 1.1.2 **Accepted Manuscript (AM)**: The version of the Contribution that has been accepted for publication. This version may include revisions resulting from peer review and is subjected to further editorial input by PENERBIT USM.
  - 1.1.3 **Version of Record (VoR)**: The final published version of the Contribution as it appears in the Journal website. This version incorporates all editorial input, is formatted in PENERBIT USM's standard style, and is usually viewed in the PDF form.
- 1.2 The term **Third-Party Supplementary Material** means any third-party material (including but not limited to textual, illustrative, audio and video content) sourced by the (Co)Author(s) (**Third-Party SM**).
- 1.3 Publisher Rights
  - 1.3.1 In consideration of PENERBIT USM publishing the Contribution, the (Co)Author(s) grants to PENERBIT USM for the full term of copyright and any extensions thereto an irrevocable, royalty-free, exclusive licence to edit, publish, reproduce, distribute, transmit, display, store, translate, adapt, create derivative works from, and use the Contribution in any language and in any form, manner, format, or medium now known or hereafter developed, throughout the world; to license others to do any or all of the above; and to assign this license. The (Co) Author(s) agrees not to publish or authorise any third party to publish the Contribution in any language, media or format, except as mutually agreed between the parties at later stage.
  - 1.3.2 In consideration of PENERBIT USM publishing the Contribution, the (Co)Author(s) also grants to PENERBIT USM for the full term of copyright and any extensions thereto all the same rights provided for in clause 1.3.1, for any Third-Party SM and author-supplied promotional material submitted with the Contribution, but on a non-exclusive basis.
  - 1.3.3 The (Co)Author(s) authorises PENERBIT USM to take such steps as it considers necessary, at its own discretion and expense, in the (Co)Author(s) name and on their behalf, if it believes that a third party has plagiarised or is infringing or is likely to infringe copyright in the Contribution, including but not limited to taking legal proceedings.
- 1.4 The licences described in Clause 1.3 above shall, throughout this LTP, be referred to collectively as the **Licence**.
- 1.5 The Licence shall commence upon the parties signing the LTP to publish the Contribution and shall endure for the legal term of copyright in the Contribution.
- 1.6 Author Rights
  - 1.6.1 The Author hereby asserts his/her moral right [and, as applicable, has obtained authority from his/her Co-Author(s) to assert their moral rights] always to be identified as the author(s) of the Contribution.
  - 1.6.2 The (Co)Author(s) retains the following non-exclusive rights: (a) To post an electronic copy of the AM on their own website, an institutional repository, or their funding body's designated archive, provided that posted versions of the AM include a hyperlink to the VoR; (b) The (Co)Author(s) and any academic institution where they work at the time may reproduce the Contribution for the purpose of teaching; and (c) To reuse all or part of any version of the Contribution in other works created by the (Co)Author(s), provided the VoR is acknowledged with a note or citation that includes author, year of publication, article title, journal title, digital object identifier (DOI), and a hyperlink to the VoR on the Journal website.
- 1.7 PENERBIT USM will: (a) effectively manage, publish, and make the Contribution available to the academic community and beyond; (b) handle reuse request on behalf of the (Co)Author(s); and (c) increase visibility of the Contribution through third parties.

## **2. UNDERTAKINGS AND REPRESENTATIONS**

- 2.1** The (Co)Author(s), hereby undertake and represent that:
- 2.1.1** they each have full authority and power to agree to this LTP;
  - 2.1.2** the Contribution is original and has not been previously published in whole or in part;
  - 2.1.3** the Contribution contain nothing that infringes any existing copyright or licence or any other intellectual property right of any third-party;
  - 2.1.4** the Contribution contain nothing that breaches a duty of confidentiality or discloses any private or personal information of any person without that person's written consent;
  - 2.1.5** 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;
  - 2.1.6** the Contribution do not contain any libellous, unlawful or otherwise objectionable material, or any material which would harm the reputation of PENERBIT USM;
  - 2.1.7** where the Author is signing on behalf of the (Co)Author(s), the Author has obtained prior written or verbal consent from each of the (Co)Author(s) expressly authorising the Author to do so;
  - 2.1.8** there are no actual or apparent conflicts of interest connected to the Contribution that have not previously been declared to PENERBIT USM. A conflict of interest is understood to exist if an interest (financial or otherwise) exerts or appears to exert undue influence on the analysis or conclusions in the Contribution, the choice of subject matter, or in any other way that impedes or appears to impede the (Co)Author(s)'s objectivity or independence.
- 2.2** The (Co)Author(s) further confirm that for any Third-Party SM within the Contribution, licences to re-use said content throughout the world in all languages and in all forms and media have or will be obtained from the rights-holders; appropriate acknowledgement to the original source of all such materials 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 and/or Third-Party SM, as applicable. Copies of all licences and/or release documentation will, on request, be forwarded to the Journal's editor prior to publication of the Contribution.
- 2.3** In the event that the (Co)Author(s) are in breach of any of these undertakings, PENERBIT USM shall have the right to cease making the Contribution available and/or to require that the (Co)Author(s) make any necessary changes to the Contribution (including any factual information).
- 2.4** The (Co)Author(s) agree to indemnify PENERBIT USM against any claims in respect of the above undertakings and this indemnity shall survive the termination of this LTP.

## **3. GOLD OPEN ACCESS AT PENERBIT USM**

- 3.1 Gold Open Access** means PENERBIT USM will make the VoR version of the Contribution freely accessible on the Journal's website under the terms of the Creative Commons Licence, CC BY 4.0.
- 3.2** Publication cannot proceed without the payment of the APC in full (without deduction of any taxes or fees).
- 3.3** Where applicable, a separate invoice shall be issued to the appropriate entity for the payment of the APC and the (Co)Author(s) is/are responsible for providing PENERBIT USM with sufficient details to issue the invoice.
- 3.4** Gold Open Access publication of the Contribution under the Creative Commons Licence CC BY 4.0 does not affect the Licence. The rights to the Contribution granted in this LTP, including the exclusive right to administer subsidiary rights in all forms and media, shall remain with PENERBIT USM.
- 3.5** The (Co)Author(s) must ensure that all third-party permission obtained under Clause 2.2 allows third-party material to be included in a work licensed under the Creative Commons Licence, CC BY 4.0.

## **4. TERMINATION**

- 4.1** If PENERBIT USM does not publish the Contribution (at least as the Early View or Forthcoming Issue) in the Journal after 12 months of signing this LTP, PENERBIT USM and the Author shall convene a meeting within 3 months from the expiry of the earlier 12 months to discuss the next course of action for the Contribution.

## **5. RESERVATION OF RIGHTS**

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

## **6. REVERSION OF RIGHTS**

**6.1** Articles may sometimes be accepted for publication but later rejected in the publication process, even in some cases after public posting in Early View or Forthcoming Issue form, in which case all rights will revert to the (Co)Author(s).

## **7. MISCELLANEOUS**

**7.1** The information contained on this form will be held for record-keeping purposes by PENERBIT USM. The name(s) of the Author and any Co-Author(s) may be reproduced in the Journal and provided to print and online indexing and abstracting services and bibliographic databases.

**7.2** Following first publication of the Contribution in the Journal, in every instance in which the (Co) Author(s) or others authorised by the (Co)Author(s) republish the Contribution as it appeared in the Journal (whether as a .pdf or otherwise), or substantial portions thereof, or modified versions of the Contribution, the (Co)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 [journal name] published by [publisher name]”, and to accurately distinguish any modified version of the Contribution from that published by PENERBIT USM.”

**7.3** PENERBIT USM agrees to make commercially reasonable efforts to include (and require its sublicensees to include) appropriate credit to the (Co)Author(s) in customary placement with every copy or use of the Contribution.

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

## **8. ENTIRE AGREEMENT AND GOVERNING LAW**

**8.1** This LTP contains the entire agreement between PENERBIT USM and the (Co)Author(s) concerning the Contribution and supersedes all related prior agreements, arrangements and understandings (whether written or oral). No addition to or modification of any provision of this LTP shall be binding unless it is in writing and signed on behalf of PENERBIT USM and the (Co)Author(s). This LTP 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.

**8.2** This LTP is governed by the laws of Malaysia.