

COPYRIGHT TRANSFER AGREEMENT

111 River Street  
Hoboken, NJ 07030  
201-748-6000  
FAX: 201-748-6052



Date:

Production/Contribution ID #

To:

\_\_\_\_\_  
Publisher/Editorial office use only

Re: Manuscript entitled \_\_\_\_\_ (the "Contribution")  
\_\_\_\_\_ (the "Contribution")  
for publication in the *Journal of Heterocyclic Chemistry* (the "Journal") published by Wiley Periodicals, Inc. ("Wiley Periodicals") for HeteroCorporation.

Dear Contributor(s):

Thank you for submitting your Contribution for publication. In order to expedite the editing and publishing process and enable Wiley Periodicals to disseminate your work to the fullest extent, we need to have this Copyright Transfer Agreement signed and returned to us as soon as possible. If the Contribution is not accepted for publication this Agreement shall be null and void.

**A. COPYRIGHT**

1. The Contributor assigns to HeteroCorporation, during the full term of copyright and any extensions or renewals of that term, all copyright in and to the Contribution, including but not limited to the right to publish, republish, transmit, sell, distribute and otherwise use the Contribution and the material contained therein in electronic and print editions of the Journal and in derivative works throughout the world, in all languages and in all media of expression now known or later developed, and to license or permit others to do so.
2. Reproduction, posting, transmission or other distribution or use of the Contribution or any material contained therein, in any medium as permitted hereunder, requires a citation to the Journal and an appropriate credit to Wiley Periodicals as publisher, suitable in form and content as follows: (Title of Article, Author, Journal Title and Volume/Issue Copyright © [year] HeteroCorporation or copyright owner as specified in the Journal.)

**B. RETAINED RIGHTS**

Notwithstanding the above, the Contributor or, if applicable, the Contributor's Employer, retains all proprietary rights other than copyright, such as patent rights, in any process, procedure or article of manufacture described in the Contribution, and the right to make oral presentations of material from the Contribution.

**C. OTHER RIGHTS OF CONTRIBUTOR**

HeteroCorporation grants back to the Contributor the following:

1. The right to share with colleagues print or electronic "preprints" of the unpublished Contribution, in form and content as accepted by Wiley Periodicals for publication in the Journal. Such preprints may be posted as electronic files on the Contributor's own website for personal or professional use, or on the Contributor's internal university or corporate networks/intranet, or secure external website at the Contributor's institution, but not for commercial sale or for any systematic external distribution by a third party (e.g., a listserv or database connected to a public access server). Prior to publication, the Contributor must include the following notice on the preprint: "This is a preprint of an article accepted for publication in [Journal title] © copyright (year) (copyright owner as specified in the Journal)". After publication of the Contribution by Wiley Periodicals, the preprint notice should be amended to read as follows: "This is a preprint of an article published in [include the complete citation information for the final version of the Contribution as published in the print edition of the Journal]", and should provide an electronic link to the Journal's WWW site, located at the following

URL: <http://www.interscience.wiley.com/>. The Contributor agrees not to update the preprint or replace it with the published version of the Contribution.

2. The right, without charge, to photocopy or to transmit online or to download, print out and distribute to a colleague a copy of the published Contribution in whole or in part, for the Colleague's personal or professional use, for the advancement of scholarly or scientific research or study, or for corporate informational purposes in accordance with Paragraph D.2 below.
3. The right to republish, without charge, in print format, all or part of the material from the published Contribution in a book written or edited by the Contributor.
4. The right to use selected figures and tables, and selected text (up to 250 words, exclusive of the abstract) from the Contribution, for the Contributor's own teaching purposes, or for incorporation within another work by the Contributor that is made part of an edited work published (in print or electronic format) by a third party, or for presentation in electronic format on an internal computer network or external website of the Contributor or the Contributor's employer.
5. The right to include the Contribution in a compilation for classroom use (course packs) to be distributed to students at the Contributor's institution free of charge or to be stored in electronic format in datarooms for access by students at the Contributor's institution as part of their course work (sometimes called "electronic reserve rooms") and for in-house training programs at the Contributor's employer.

#### **D. CONTRIBUTIONS OWNED BY EMPLOYER**

1. If the Contribution was written by the Contributor in the course of the Contributor's employment (as a "work-made-for-hire" in the course of employment), the Contribution is owned by the company/employer which must sign this Agreement (in addition to the Contributor's signature), in the space provided below. In such case, the company/employer hereby assigns to HeteroCorporation, during the full term of copyright, all copyright in and to the Contribution for the full term of copyright throughout the world as specified in paragraph A above.
2. In addition to the rights specified as retained in paragraph B above and the rights granted back to the Contributor pursuant to paragraph C above, HeteroCorporation hereby grants back, without charge, to such company/employer, its subsidiaries and divisions, the right to make copies of and distribute the published Contribution internally in print format or electronically on the Company's internal network. Upon payment of the Wiley Periodicals reprint fee, the institution may distribute (but not resell) print copies of the published Contribution externally. Although copies so made shall not be available for individual re-sale, they may be included by the company/employer as part of an information package included with software or other products offered for sale or license. Posting of the published Contribution by the institution on a public access website may only be done with Wiley Periodicals' written permission, and payment of any applicable fee(s).

#### **E. GOVERNMENT CONTRACTS**

In the case of a Contribution prepared under U.S. Government contract or grant, the U.S. Government may reproduce, without charge, all or portions of the Contribution and may authorize others to do so, for official U.S. Government purposes only, if the U.S. Government contract or grant so requires. (U.S. Government Employees: see note at end).

#### **F. COPYRIGHT NOTICE**

The Contributor and the company/employer agree that any and all copies of the Contribution or any part thereof distributed or posted by them in print or electronic format as permitted herein will include the notice of copyright as stipulated in the Journal and a full citation to the Journal as published by Wiley Periodicals.

#### **G. CONTRIBUTOR'S REPRESENTATIONS**

The Contributor represents that the Contribution is the Contributor's original work. If the Contribution was prepared jointly, the Contributor agrees to inform the co-Contributors of the terms of this Agreement and to obtain their signature to this Agreement or their written permission to sign on their behalf. The Contribution is submitted only to the Journal and has not been published before, except for "preprints" as permitted above. (If excerpts from copyrighted works owned by third parties are included, the Contributor will obtain written permission from the copyright owners for all uses as set forth in Wiley

Periodicals permissions form or in the Journal's Instructions for Contributors, and show credit to the sources in the Contribution.) The Contributor also warrants that the Contribution contains no libelous or unlawful statements, does not infringe upon the rights (including without limitation the copyrights, patent or trademark rights) or the privacy of others, or contain material or instructions that might cause harm or injury.

**CHECK ONE:**

Contributor-owned work

\_\_\_\_\_  
Contributor's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type or print name and title

\_\_\_\_\_  
Co-contributor's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type or print name and title

**ATTACH ADDITIONAL SIGNATURE PAGE AS NECESSARY**

Company/Institution-owned work  
(made-for-hire in the  
course of employment)

\_\_\_\_\_  
Company or Institution (Employer-for-Hire)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized signature of Employer

\_\_\_\_\_  
Date

**U.S. Government work**

**Note to U.S. Government Employees**

A Contribution prepared by a U.S. federal government employee as part of the employee's official duties, or which is an official U.S. Government publication is called a "U.S. Government work," and is in the public domain in the United States. In such case, the employee may cross out Paragraph A.1 but must sign and return this Agreement. If the Contribution was not prepared as part of the employee's duties or is not an official U.S. Government publication, it is not a U.S. Government work.

**U.K. Government work (Crown Copyright)**

**Note to U.K. Government Employees**

The rights in a Contribution prepared by an employee of a U.K. government department, agency or other Crown body as part of his/her official duties, or which is an official government publication, belong to the Crown. In such case, the Wiley Periodicals will forward the relevant form to the Employee for signature.