

Manuscript Number (if applicable):

Journal Title:

(the "Journal")

Title: (Including Animation, Images, Figures, Footage, Tables)

(the "Image")

Licensor(s):

(the "Licensor(s)")

Insert Fee (only if applicable):

(the "Fee")

## To: Nature Publishing Group, a division of Macmillan Publishers Ltd ("NPG")

1. In consideration of NPG evaluating the Image for publication (and publishing the Image in its sole discretion) and/or payment by NPG to the Licensor(s) of the Fee (if applicable), the Licensor(s) grants to NPG from the date of this Agreement a non-exclusive, irrevocable, world-wide licence to publish, display, use and store the Image for single usage within a main editorial product and all related editions, revisions, translations and derivatives for the full period of copyright including all periods of renewal, extension and revival of the copyright and in all media whether now known or hereafter devised (including without limitation in print, digital and electronic form).  
The Image may also be used for marketing and promotional material (including without limitation on third party social media sites) but at all times in relation to the same editorial context mentioned above.
2. The Licensor(s) acknowledges that nothing in this Agreement shall obligate NPG to use or exploit the Image licensed to it by the Licensor(s). In the event that NPG decides not to use the Image, the Licensor(s) shall have no claim for loss of opportunity to enhance the Licensor(s)' reputation or for any other reason whatsoever.
3. The Licensor(s) undertakes, warrants and represents that:
  - (a) the Licensor(s) has full right, power and authority to enter into this Agreement and grant the rights granted herein;
  - (b) the Licensor is the sole legal and beneficial owner of all the rights, title and interests in and to all of the intellectual property rights in the Image or, in the event that the Licensor is not the sole legal and beneficial owner, the Licensor has all the necessary permissions, consents, approvals, licences, and authorities to grant the rights pursuant to this Agreement;
  - (c) the Image is the original work of the Licensor(s) and not copied (in whole or part) to any extent or at all;
  - (d) in the event that the Image contains any intellectual property rights or other proprietary rights belonging to a third party, the Licensor(s) has obtained the prior written consent from any such third party allowing the Licensor(s) to grant the rights contained herein;
  - (e) in the event that the Image contains any recognisable likeness of any living person(s), location or institution, the Licensor(s) has obtained the prior written consent from such person(s) whose likeness is reproduced, such institution and/or the owner of such location (as applicable) allowing the Licensor(s) to grant the rights contained herein;
4. Where the Image is used in the front cover of any of NPG's publications, all intellectual property rights in the compilation of such cover, including the image but only as part of the compilation, shall be vested solely in NPG and the Licensor(s) is not entitled to make or authorise any other person to make any use of such front cover compilation without the prior written consent of NPG.
5. The Licensor(s) hereby waives or agrees not to assert (where such waiver is not possible at law) any and all moral rights they may now or in the future hold in connection with the Image.
6. The Licensor(s) shall cooperate fully with NPG in relation to any legal action that might arise from the publication of the Image and the Licensor(s) shall give NPG access (at its reasonable request) to any relevant accounts, documents and records within the power or control of the Licensor(s).
7. No person other than a party to this Agreement shall have any rights to enforce any term of this Agreement and no variation of this Agreement shall be effective unless it is in writing and signed by the parties.
8. NPG may sub-license or assign these rights to its affiliates (such as Nature America, Inc. and Scientific American) and its syndication partners. This Agreement shall be binding upon and inure to the benefit of the successors in business, licensees and assigns of NPG.
9. This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation.

Signed for and on behalf of the Licensor(s):

Print name:

Date:

Address:

Does the Image contain intellectual property rights or proprietary rights from third parties?

Yes  No  (if yes, please ensure copies of the grant of rights are submitted with this form as indicated in clause 3(b), 3(d) and 3(e))