

### EXCLUSIVE LICENCE TO PUBLISH ("LTP")

This LTP records the terms under which the article specified below will be published in **Du Bois Review (DBR)** (the "Journal"). The Journal is exclusively published by the Chancellor, Masters, and Scholars of the University of Cambridge acting through its department **Cambridge University Press & Assessment** of Shaftesbury Road, Cambridge CB2 8EA, UK (the "Publisher"). The Journal is owned by HARVARD HUTCHINS CENTER FOR AFRICAN AND AFRICAN STUDIES RESEARCH of 104 Mount Auburn Street, 3R Cambridge, MA 02138 (the "Proprietor").

<b>THE ARTICLE</b>	<i>Please insert the full title of the article below.</i>
<b>Article Title*:</b>	(the "Contribution")

*This LTP is for use when the employer(s) of one or more authors own the copyright in their employee's contributions. Each contributing author must be listed on and sign this LTP. Where applicable (that is, where an employer is the copyright owner), an authorised representative of a contributing author's employer should also sign in the relevant box to indicate acceptance of the terms.*

*Please insert the details of one contributing author per "Author Details and Signatures" box below. Additional authors should be added to the sheet provided at the end of this LTP.*

<b>AUTHOR DETAILS AND SIGNATURE(S)</b>			
<b>Full Legal Name*:</b>			
	("Author")		
<b>Pen or Preferred Name:</b>			
<b>Email Address*:</b>		<b>Country of Residence*:</b>	
<b>Signature of Author*:</b>		<b>Date:</b>	
<b>Copyright Owner*:</b> <i>(please tick the appropriate box)</i>	<input type="checkbox"/> I own the copyright in (my contributions to) the Contribution, and agree to the terms of this LTP by signing <b>above</b> . <input type="checkbox"/> My employer owns the copyright in (my contributions to) the Contribution, and a representative of my employer will agree to the terms of this LTP by signing <b>below</b> . This option applies to all types of government employee except US Government employees (see below).		
<b>Name of Employer (if applicable):</b>			
	("Employer")		
<b>Name of Employer's authorised signatory (if applicable):</b>			
<b>Signature of Employer's authorised signatory:</b>		<b>Date:</b>	

<b>AUTHOR DETAILS AND SIGNATURE(S)</b>			
<b>Full Legal Name*:</b>			
	("Author")		
<b>Pen or Preferred Name:</b>			
<b>Email Address*:</b>		<b>Country of Residence*:</b>	
<b>Signature of Author*:</b>		<b>Date:</b>	
<b>Copyright Owner*:</b> <i>(please tick the appropriate box)</i>	<input type="checkbox"/> I own the copyright in (my contributions to) the Contribution, and agree to the terms of this LTP by signing <b>above</b> . <input type="checkbox"/> My employer owns the copyright in (my contributions to) the Contribution, and a representative of my employer will agree to the terms of this LTP by signing <b>below</b> . This option applies to all types of government employee except US Government employees (see below).		
<b>Name of Employer (if applicable):</b>			
	("Employer")		
<b>Name of Employer's authorised signatory (if applicable):</b>			
<b>Signature of Employer's authorised signatory:</b>		<b>Date:</b>	

*Additional authors should be added to the sheet provided at the end of this LTP.*

<b>CAMBRIDGE EMPLOYEE</b> <i>You must check this box and enter details, if applicable.</i>	<input type="checkbox"/> One or more Authors are <b>employed by</b> Cambridge University Press & Assessment <u>or</u> are <b>related to</b> a Cambridge University Press & Assessment employee. Please provide names and describe the relationship(s):
---	--

<b>SUPPLEMENTARY MATERIALS</b>		<i>Identify any additional materials to be published in association with the Contribution</i>
<i>If the Author(s) intend to submit or upload any additional materials for online publication in association with the Contribution, please indicate by checking the applicable boxes in this section.</i>	<input type="checkbox"/> <b>NO</b> , Supplementary Materials will <b>not</b> be submitted or uploaded by the Author(s) for publication/uploading in connection with the Contribution. <input type="checkbox"/> <b>YES</b> , Supplementary Materials which have been entirely created by the Author(s) ("Original SM") will be submitted to the Publisher for publication/uploading in connection with the Contribution. <input type="checkbox"/> <b>YES</b> , Supplementary Materials which contain third-party materials ("Third-party SM") will be submitted to the Publisher for publication/uploading in connection with the Contribution and the Author(s) shall include a prominent notice stating the licence terms under which those additional materials can be made available. (the "Supplementary Material")	

<b>COPYRIGHT NOTICE</b>	<i>If no preferred copyright notice is indicated below, the copyright notice will identify the Author(s) and/or the Employer(s), as applicable, in accordance with the Publisher's standard practice.</i>
<b>Preferred Citation</b>	<i>Insert any preferred citation here:</i>

## 1 STANDARD TERMS AND CONDITIONS

- 1.1 Each Author listed in this LTP shall be defined, individually and collectively, as the “**Author(s)**”. Each Employer listed in this LTP shall be defined, individually and collectively, as the “**Employer(s)**”.
- 1.2 The Author(s) and the Employer(s) who are identified as the copyright owners in this LTP (together the “**Copyright Owner**”) hereby agree to be bound by all terms and conditions in this LTP.

## 2 LICENCE

- 2.1 The term “**Contribution**” means the article written by the Author(s) as identified on page one of this LTP and includes, without exception, all the following versions of the article:
- 2.1.1 **Submitted Manuscript Under Review (“SMUR”)**: any version of the Contribution that is under formal review for inclusion in the Journal.
- 2.1.2 **Accepted Manuscript (“AM”)**: the version of the Contribution that has been accepted for publication. This version may include revisions resulting from peer review but may be subject to further editorial input by the Publisher.
- 2.1.3 **Version of Record (“VoR”)**: the version of the Contribution that is formally published in the Journal. This includes any ‘*FirstView* article’ that is formally identified as being published before the compilation of a volume or issue as long as it is citable via a permanent identifying Digital Object Identifier (“**DOI**”). This does not include any ‘early release article’ that has not yet been fixed by processes that are still to be applied, such as copy-editing, proof corrections, layout, and typesetting. The VoR includes (i) any corrected, enhanced, or other subsequent versions of the VoR and (ii) corrigenda and errata.
- 2.2 The term “**Supplementary Material**” means any additional written or illustrative materials submitted or uploaded to the Journal by the Author(s) for publication in connection with the Contribution. Supplementary Material does not form part of the Contribution and will be made available in association with the Contribution in online format only and with the approval of the Proprietor. Supplementary Material may be original content created by the Author(s) (“**Original SM**”) or it may be third-party material sourced and cleared in accordance with Clause 5 below, by the Author(s) (“**Third-party SM**”).
- 2.3 In consideration of publication of the Contribution, the Copyright Owner hereby grants to the Proprietor:
- 2.3.1 an exclusive licence to publish, reproduce, distribute, and sell the Contribution or any part of it in all forms and media and in all languages throughout the world, whether print, digital / electronic, whether now known or hereinafter invented, and to grant sublicences of all translation and subsidiary rights;
- 2.3.2 an exclusive licence to exploit all other rights in the nature of copyright, including rental, lending and database rights and all other publishing and print on demand rights in the Contribution;
- 2.3.3 a non-exclusive licence to publish, reproduce, distribute, and sell any Supplementary Material or any part of it in all forms and media and in all languages throughout the world, whether print, digital / electronic, whether now known or hereinafter invented, and to grant sublicences of all translation and subsidiary rights; and
- 2.3.4 a non-exclusive licence to exploit all other rights in the nature of copyright, including rental, lending and database rights and all other publishing and print on demand rights in any Supplementary Material.
- 2.4 The licences described in Clause 2.3 above shall, throughout this LTP, be referred to collectively as the “**Licence**”.
- 2.5 The Licence shall commence upon the Proprietor’s formal acceptance to publish the Contribution and shall endure for the legal term of copyright in the Contribution.
- 2.6 The Author(s) hereby assert(s) his/her/their moral right always to be identified as the author(s) of the Contribution in accordance with the provisions of the UK Copyright, Designs and Patents Act 1988.
- ## 3 GREEN OPEN ACCESS
- 3.1 “**Green Open Access**” refers to the Author(s)’s right to self-archive specified digital versions of the Contribution notwithstanding the Licence.
- 3.2 Under the Journal’s current Green Open Access policy (which may be updated from time to time), the Author(s) is/are permitted the non-exclusive, non-transferable, non-commercial right to re-use or deposit digital versions of the Contribution as specified in the table below:

Version	Author(s)’s personal webpage	Author(s)’s departmental / institutional repository	Non - commercial subject repository	Commercial repository / social media
<b>SMUR</b>	Any time	Any time	Any time	Any time
<b>AM</b>	On acceptance	On acceptance	On acceptance	<b>Abstract only</b> + link to COPP
<b>VoR</b>	<b>Abstract only</b> + link to COPP	<b>Abstract only</b> + link to COPP	<b>Abstract only</b> + link to COPP	<b>Abstract only</b> + link to COPP

- 3.3 For the avoidance of doubt, the Author(s) accept/s that:
- 3.3.1 reuse of the Contribution under the Green Open Access policy does not affect the Licence;
- 3.3.2 the Green Open Access policy does **not** permit the full Contribution, in AM or VoR form, to be placed on any commercial website, platform, repository or scholarly collaboration network including, but not limited to: *ResearchGate, Academia.edu, Mendeley or LinkedIn*.
- 3.4 All reuses of the Contribution under the Journal’s Green Open Access policy must include:
- 3.4.1 a link to the Contribution on Cambridge University Press & Assessment’s Online Publication Platform (“**COPP**”) using a DOI link, e.g. [http://dx.doi.org/\[DOI\]](http://dx.doi.org/[DOI]);
- 3.4.2 a clear statement indicating what the end-users’ rights are relating to their right to use the version of the Contribution in question; and
- 3.4.3 a clear statement that the Contribution has been accepted for publication and will appear in a revised form subject to peer review and/or input from the Journal’s editor.
- 3.5 For further details and latest information about any updates to the Green Open Access policy, please follow the relevant hyperlinks at: <https://www.cambridge.org/core/services/open-access-policies>. In the event of any inconsistency between the Green Open Access policy provided online at the URL above and the provisions of Clauses 3.2 and/or 3.3 above then the online Green Open Access policy information shall take precedence, (except that nothing in the online policy shall prevent the Author(s) from using the Contribution as permitted under this LTP).
- ## 4 OTHER PERMITTED REUSE OF THE CONTRIBUTION
- 4.1 In addition to the reuse permitted by the Green Open Access policy, the Author(s) may reuse the Contribution in accordance with the Publisher’s content reuse policy, the provisions of which are detailed here: <https://www.cambridge.org/about-us/rights-permissions/faqs/>.
- 4.2 For any other reuse of the Contribution which is not covered under this LTP, the Author(s) must approach the Publisher to request permission.
- ## 5 UNDERTAKINGS AND REPRESENTATIONS
- 5.1 The Copyright Owner hereby undertakes and represents that:
- 5.1.1 each named Author and/or Employer has full authority and power to agree to this LTP;
- 5.1.2 the Contribution is original and has not been previously published in whole or in part;
- 5.1.3 the Contribution and any Supplementary Material contain nothing that infringes any existing copyright or licence or any other intellectual property right of any third party;
- 5.1.4 the Contribution and any Supplementary Material contain nothing that breaches a duty of confidentiality or discloses any private or personal information of any person without that person’s written consent;
- 5.1.5 all statements contained in the Contribution and any Original SM 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;
- 5.1.6 the Contribution and any Supplementary Material do not contain any libellous or otherwise unlawful material, or any material which would harm the reputation of the Publisher or the Proprietor;
- 5.1.7 there are no actual or apparent conflicts of interest connected to the Contribution that have not previously been declared. 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 Author(s)’s objectivity or independence.

5.2 In the event that the Copyright Owner is in breach of any of these undertakings the Proprietor and/or the Publisher shall have the right to cease making the Contribution and/or any Supplementary Material available and/or to require that the Author(s) make any necessary revisions to the Contribution and/or any Supplementary Material (including any factual information). Any such revisions shall be governed by this LTP.

## 6 THIRD-PARTY MATERIALS

6.1 The Copyright Owner further confirms that for (i) any Third-party SM and (ii) any other third-party material within the Contribution:

- 6.1.1 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;
- 6.1.2 appropriate acknowledgement to the original source of all such materials has been made; and
- 6.1.3 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.

6.2 Copies of all licences and/or release documentation acquired in accordance with Clause 6.1 above will, on request, be forwarded to the Journal's editor prior to publication of the Contribution.

## 7 MISCELLANEOUS

7.1 The Publisher cooperates with various copyright licensing schemes which allow material to be photocopied within agreed restraints (e.g. the Copyright Clearance Center in the US and the Copyright Licensing Agency in the UK). Any proceeds received by the Publisher from such licences, together with any proceeds resulting from sales of subsidiary rights in the Contribution, shall be used by the Publisher to support the continuing publication of its academic works.

7.2 If this LTP, and/or any other document provided in connection with this LTP, is or has been translated into any language other than English, the English language version shall prevail.

7.3 The information contained in this LTP will be held for record-keeping purposes. The name(s) of the Author(s) and any Employer(s) may be reproduced in the Journal and provided to print and online indexing and abstracting services and bibliographic databases. The Proprietor and the Publisher comply with applicable data protection and privacy laws in the collection, retention, storage, and use of personal data.

## 8 ENTIRE AGREEMENT

8.1 This LTP is made between, and contains the entire agreement between, the Proprietor and the Copyright Owner 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 the Proprietor and the Copyright Owner.

8.2 The Copyright Owner acknowledges and agrees that the Proprietor is responsible, at its discretion, for appointing 'publisher(s)' to fulfil all or part of the Proprietor's and Publisher's obligations under this LTP, provided that any new 'publisher' appointed by the Proprietor shall comply with the terms of this LTP.

8.3 This LTP is governed by the laws of the State of New York, USA and is subject to the exclusive jurisdiction of the courts of the State of New York, USA.

8.4 This LTP may be executed in any number of counterparts, each of which when executed shall be deemed to be a duplicate original, but all of which, taken together, shall constitute one and the same agreement. The LTP shall not take effect until each Author and Employer has executed and delivered its counterpart to the Publisher or the Proprietor.

**ADDITIONAL AUTHOR(S)**

Each contributing author must be listed on and sign this LTP. Where applicable (that is, where an employer is the copyright owner), an authorised representative of a contributing author's employer should also sign in the relevant box to indicate acceptance of the terms.

Please insert the details of **one** contributing author per "Author Details and Signatures" box below. **If necessary, please photocopy this page and attach it to your LTP.**

AUTHOR DETAILS AND SIGNATURE(S)			
Full Legal Name*:			
	("Author")		
Pen or Preferred Name:			
Email Address*:		Country of Residence*:	
Signature of Author*:		Date:	
Copyright Owner*: <i>(please tick the appropriate box)</i>	<input type="checkbox"/> I own the copyright in (my contributions to) the Contribution, and agree to the terms of this LTP by signing <b>above</b> . <input type="checkbox"/> <b>My employer</b> owns the copyright in (my contributions to) the Contribution, and a representative of my employer will agree to the terms of this LTP by signing <b>below</b> . This option applies to all types of government employee except US Government employees (see below).		
Name of Employer <i>(if applicable)</i> :			
	("Employer")		
Name of Employer's authorised signatory <i>(if applicable)</i> :			
Signature of Employer's authorised signatory:		Date:	

AUTHOR DETAILS AND SIGNATURE(S)			
Full Legal Name*:			
	("Author")		
Pen or Preferred Name:			
Email Address*:		Country of Residence*:	
Signature of Author*:		Date:	
Copyright Owner*: <i>(please tick the appropriate box)</i>	<input type="checkbox"/> I own the copyright in (my contributions to) the Contribution, and agree to the terms of this LTP by signing <b>above</b> . <input type="checkbox"/> <b>My employer</b> owns the copyright in (my contributions to) the Contribution, and a representative of my employer will agree to the terms of this LTP by signing <b>below</b> . This option applies to all types of government employee except US Government employees (see below).		
Name of Employer <i>(if applicable)</i> :			
	("Employer")		
Name of Employer's authorised signatory <i>(if applicable)</i> :			
Signature of Employer's authorised signatory:		Date:	

AUTHOR DETAILS AND SIGNATURE(S)			
Full Legal Name*:			
	("Author")		
Pen or Preferred Name:			
Email Address*:		Country of Residence*:	
Signature of Author*:		Date:	
Copyright Owner*: <i>(please tick the appropriate box)</i>	<input type="checkbox"/> I own the copyright in (my contributions to) the Contribution, and agree to the terms of this LTP by signing <b>above</b> . <input type="checkbox"/> <b>My employer</b> owns the copyright in (my contributions to) the Contribution, and a representative of my employer will agree to the terms of this LTP by signing <b>below</b> . This option applies to all types of government employee except US Government employees (see below).		
Name of Employer <i>(if applicable)</i> :			
	("Employer")		
Name of Employer's authorised signatory <i>(if applicable)</i> :			
Signature of Employer's authorised signatory:		Date:	