

<http://journalauthors.tandf.co.uk/preparation/copyright.asp>

## Taylor & Francis' position on copyright and author rights



**Introduction** For over two hundred years, Taylor & Francis has sought to achieve the widest dissemination of new research knowledge via our scholarly journals.

*... I was seeking guidance on copyright and permissions. Very useful despite this being a tricky issue."*

We continue to support the widest possible access to the scientific, scholarly and medical literature through innovative and creative publishing policy and practice, founded on the highest standards of peer review. Taylor & Francis, and the scholarly and professional associations with whom we work, are committed to good stewardship of the scholarly record, and to managing authors' Intellectual Property Rights (IPR) as these are associated with their article. Such articles are normally the primary written report of the results of a scientific research project. Such research may be supported by funding from Government or commercial sources. It may be conducted by a single research group from a single institution, or may be the outcome of collaborative working between institutions on a global scale. Such research in its written form, has been submitted for consideration to a Taylor & Francis journal, and is then subject to that journal's rigorous peer review. If acceptable after revision in the light of referees' comments, then that research is published in its final and definitive form, for the first time, by Taylor & Francis in a Taylor & Francis journal, or in a journal published by Taylor & Francis on behalf of a scholarly or professional association.

This is the version of scholarly record, and in its online form will be fully reference-linked. Taylor & Francis has added value to this version – editing to a style consistent with linking conventions, converting to a suitable digital form, putting in the digital reference links and meta-tags for feeds to abstracting and indexing services, registering the digital object identifier (DOI), and monitoring electronic usage.

In all our activities, we are working for the benefit of authors to ensure maximum access to and use of their articles, and to ensure that authors may gain from the goodwill associated with publishing in a Taylor & Francis journal. Yet we are also seeking to enhance the reputation and prestige of the Journal, its editors and editorial board, its peer review processes, and the added value brought by the journal and its publisher.

### **Definition of terms**

'First publication' is taken to mean 'first' publication in a recognised Taylor & Francis journal (in electronic and/or paper editions) of an original article that has been through a rigorous and equitable 'peer review' process, as opposed to any subsequent publication in a secondary medium.

'Exclusive publishing right' is taken to mean the exclusive right (with the exception of an agreed version of an article that an Author may place on a website or in an open archive repository) to reproduce and communicate to the public the whole or any part of an article, and to publish the same throughout the world in any format and in all languages for the full term of copyright. This includes without limitation the right to publish an article in printed form, electronic form, other data storage media, transmission over the Internet and other communication networks and in any other electronic form, and to authorise others to do the same.

### **Assign copyright, or license publication right?**

We prefer authors to assign copyright to Taylor & Francis or the journal proprietor (such as a learned society on whose behalf we publish), but accept that authors may prefer to give Taylor & Francis an exclusive licence to publish. Copyright assignment has the advantage of elimination of ambiguity, for example in negotiating subsidiary licences (for instance with database aggregators) or in dealing on an Author's behalf with plagiarism, abuse of moral rights, protecting intellectual property or copyright infringement.

It is important however that we are at least granted exclusive rights because of the needs of the scholarly community for certainty in the scientific record. There is a requirement for a clear and unambiguous record of the scholarly or scientific process, with validated authentication of the final version of an article which has been edited, peer-reviewed and accepted in a journal which confers a recognized, legitimate status on an article. For these reasons we need these rights to assure the scholarly community that they are reading the genuine, final version.

### **Taylor & Francis' duties as a publisher**

We agree:

- to defend your Article against plagiarism and copyright infringement, and to that end, Taylor & Francis shall take all reasonable steps to act against unauthorised replication of an article in part or in whole;
- to receive and to administer permissions and deal with licensing issues

- relating to an article;
- to maintain the integrity of an article such that it becomes 'the sworn statement of science', that is a definitive, citeable, permanent, and secure record of an article, accessible in perpetuity;
- to ensure that the published version of an article carries an appropriate level of metadata tagging to facilitate discovery and logging by search engines;
- to ensure the safe archiving of an article and as required to ensure that a copy is deposited in any national archive deriving from the Legal Deposit Libraries Act 2003.
- to supply definitive information on how to cite your article in both print and online formats.

### **The rights that you retain as author**

In assigning Taylor & Francis or the journal proprietor copyright, or granting an exclusive licence to publish, you retain:

- the right to be identified as the Author of an article whenever and wherever the Article is published;
- patent rights, trademark rights, or rights to any process, product or procedure described in an article;
- the right to share with colleagues print or electronic 'preprints' (i.e., versions of the article created prior to peer review) of an unpublished Article, perhaps in the form and content as submitted for publication;
- always providing that the editorial policy of the journal concerned allows this within its policies on prior publication, the right to post such a 'preprint' on your own website, or on your institution's intranet, or within the Institutional Repository of your institution or company of employment, on the following condition, and with the following acknowledgement: This is a preprint of an article submitted for consideration in the [JOURNAL TITLE] © [year of publication] [copyright Taylor & Francis]; [JOURNAL TITLE] is available online at: [www.tandfonline.com](http://www.tandfonline.com) with the open URL of your article, which would be the following address; **http://www.tandfonline.com/openurl?genre=article&issn=[paper issn]&volume=[volume number] &issue=[issue number]&spage=[starting page of article]** Where the paper ISSN is in format of xxxx-xxxx. An example of this is: <http://www.tandfonline.com/openurl?genre=article&issn=1470-1200&date=1999&volume=24&issue=3&spage=231>;
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  - the right to facilitate the distribution of the Article if the Article has been produced within the scope of an Author's employment, so that the Author's employer may use all or part of the Article internally within the institution or company provided that acknowledgement to prior publication in the relevant Taylor & Francis journal is made explicit;

- the right to include an article in a thesis or dissertation that is not to be published commercially, provided that acknowledgement to prior publication in the relevant Taylor & Francis journal is made explicit;
- the right to present an article at a meeting or conference and to distribute printed copies of the Article to the delegates attending the meeting provided that this is not for commercial purposes and provided that acknowledgement to prior publication in the relevant Taylor & Francis journal is made explicit;
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- The right to expand an article into book-length form for publication provided that acknowledgement to prior publication in the relevant Taylor & Francis journal is made explicit.

**The following exclusions require you to obtain written permission from Taylor & Francis:**

- inclusion of an article in a course pack for onward sale by a third party e.g. the library of an Author's institution;
- distribution in print or electronic form by any third party such as a website, listserv, content aggregator, or conference organiser, with the exceptions specified above;
- distribution in print or electronic form to the commercial benefit of an Author, an Author's institution or employer, or a third party.

**Retrospective coverage**

We are happy to extend all these provisions to the many thousands of authors who have signed copyright assignments and licences to publish in the past with Taylor & Francis or one of its constituent imprints, without the need to seek amendment to the previous agreements.

**Note**

If an Author is a UK Crown servant and an article is made in that capacity, an article must be submitted for clearance by the Permanent Head of the Department concerned. If an Author is a US Government employee and an article is made in that capacity, assignment applies only to the extent allowable by US law. In either case it is the responsibility of an Author to make the necessary enquiries and arrangements.

## Copyright transfer FAQs



### CHECKLIST

#### **(a) Completing the Publishing Agreement**

I have **not published my Article previously**.

I have **not** submitted my Article to another journal, and I confirm that it is **not** under consideration by any other journal.

I intend to publish the Article **exclusively with Taylor & Francis**.

I am only **claiming Crown Copyright** if I or one of my co-Authors is a **Minister or civil servant**.

I am **only claiming U.S. Government non-Copyrightable Status** if I or one of my co-Authors is an **officer or employee** of the **Federal Government of the United States of America**.

If I or one of my colleagues is a **National Institutes of Health (NIH) employee**, I have attached an **NIH Addendum** instead of signing the Publishing Agreement.

If I or one of my colleagues is a **contractor of the U.S. Government** (including NIH contractors), I have included my **contract number** and understand that I am still required to **complete the form in full**.

I understand that if I am working in a university as a researcher/lecturer but am grant funded and am submitting this work as part of my normal research, my work does not qualify as a **'work for hire'**.

I have acknowledged any/all **third party funders**, giving full names and grant numbers.

I have **not** used an electronic signature.

I understand that I must return the completed and signed **original** of this form via **post**.

If I have multiple papers, I have filled in each form for the paper with the tracking ID in the watermark in the top left. **I have not reused a copy of the same form** for multiple papers.

#### **(b) My understanding**

My work is **original**.

I have secured all the necessary **permissions for use of third party material**.

I have not included any statement that could be considered: **abusive, defamatory, libellous, obscene, fraudulent, to infringe the rights of others**, or to be in any other way unlawful or in violation of applicable laws.

I have obtained **consent for inclusion of material related to patients, clients or participants in any research or clinical experiment or study**.

Furthermore I confirm that no such individual can be identified by the Article, nor will I identify them in any way.

I have included any **relevant safety points and procedures** in the Article.

I have reviewed the Taylor & Francis **Publishing Ethics and Disclosure of Conflicts of Interest policies**.

I have acknowledged in the text of the Article any financial interest I have or benefit arising from the direct applications of my research.

I have consulted any co-authors and guarantee that I have been **authorized by all co-authors to sign on their behalf**, if applicable.

If the warranties outlined above are breached I understand that **I will keep Taylor & Francis and their affiliates indemnified in full against all loss, damages, injury, costs and expenses** (including legal and other professional fees and expenses) incurred or paid by Taylor & Francis as a result.

## **GENERAL QUESTIONS**

**See Publishing Agreement:** *"we ask authors to transfer to Informa UK Limited trading as Taylor & Francis Group the rights of copyright in the Articles they contribute"*

### **1. Why should I transfer copyright?**

The transfer of copyright is standard practice in serials and journals publishing. It is designed to facilitate the protection from copyright abuse for authors, editors, and publishers involved in the creation of a single copyright product composed of multiple contributions.

Taylor & Francis, in common with the majority of journal publishers, be they commercial or non-profit, prefer authors to assign to Taylor & Francis or the Journal proprietor (such as a learned society for whom we publish) the copyright, in all forms, of papers accepted for publication in our Journals. Our rationale is as follows:

(i) Ownership of copyright by Taylor & Francis ensures maximum international protection against infringement, libel, abuse of moral rights or plagiarism.

(ii) It enables Taylor & Francis to deal efficiently with requests from third parties to reproduce, reprint, or translate an article, in full or part, and in accordance with a general policy which is sensitive both to any relevant

changes in international copyright law and to the general desirability of encouraging the dissemination of knowledge. Notwithstanding this, we shall use all reasonable endeavours to ensure that any direct request to reprint an author's contribution, or a part of it, for example, figures, tables or illustrations, in another publication is approved by the Author prior to permission being given.

An increasing number of journals are now published in an electronic or digital edition. In addition to publication of an author's article in conventional printed form, an author's assignment of copyright also signifies their agreement to its publication and/or storage electronically or digitally. The Journal may also arrange to include an author's article in electronic or digital document-delivery services and databases.

You will note your published Article has been assigned a digital object identifier (DOI) to assure digital copyright protection - see [www.doi.org](http://www.doi.org)

## **2. What if I want to retain copyright in my own name?**

Whilst Taylor & Francis strongly advise authors to transfer copyright, it is not necessarily a condition of publication. An author can retain copyright of his or her paper, but we must receive an original formal signed statement licensing us to publish the work exclusively, worldwide, and in all forms, in the Journal.

## **3. What if I do not own copyright of the Article I have written?**

In some cases copyright will be held by the Author's employer, for example, the British Crown or U.S. Government, where there are no restrictions on access, and the paper will be shown as being under Crown or U.S. Government Copyright. It is essential that authors ensure requisite licenses are secured from such employers once a paper has been accepted for publication. See section 7. below.

## **4. Will transferring copyright prevent me from exploiting my own work?**

No. Certain 'moral rights' were conferred on authors by the UK Copyright Designs and Patents Act in 1988. In the UK an author's 'right of paternity', the right to be credited whenever the work is published (or performed or broadcast), requires that this right be asserted in writing. In assigning copyright an author is not forfeiting his or her other proprietary rights. Nothing in the copyright transfer agreement is intended to restrict an author's rights as the Author, or in the case of work written by an author during the course of his or her employment, an author's employer's rights, to revise, adapt, prepare derivative works, present orally or otherwise make use of the contents of the Article.

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acknowledge and cite the Journal as the original source of publication.

**5. If I have used any previously published material do I need to acknowledge this?**

Yes. We require that you obtain the necessary written permission in advance from any third party owners of copyright for the use in print and electronic formats of any of their text, illustrations, graphics, or other material, in your Article and in our Journal. The same applies to any other necessary consent. Taylor & Francis are signatories of and respect the spirit of the STM Agreement regarding the free sharing and dissemination of scholarly information. As such we partake in the reciprocal free exchange of material. Suggested wording for the request for permission is given [here](#). It is also important to ensure you acknowledge the source in your figure captions, and cite the source in your Reference section.

**6. What happens if Taylor & Francis do not publish the Article?**

If the paper is not published in the Journal, the rights revert to the Author as original copyright holder.

**AGREEMENT IN RELATION TO COPYRIGHT IN AN ARTICLE:  
YOUR STATUS**

**See Publishing Agreement:** *"Please indicate if any of the other statements also apply to you"*

**7. What do these statements mean?**

**(a) I am UK, Canadian or Australian Government employee and claim Crown Copyright**

Crown Copyright applies to material which is produced by employees of the Crown in the course of their duties. Therefore, most material originated by Ministers and civil servants is protected by Crown Copyright. Tick this option if you are a Government employee and your nationality is one of any of the 16 countries listed below that fall within the Commonwealth Realm. By ticking this option you are requested to provide a copyright statement.

- Antigua and Barbuda
- Australia
- The Bahamas
- Barbados
- Belize
- Canada
- Grenada
- Jamaica
- New Zealand
- Papua New Guinea
- Saint Kitts and Nevis

- Saint Lucia
- Saint Vincent and the Grenadines
- Solomon Islands
- Tuvalu
- United Kingdom

For further information, please see the Office of Public Sector Information guidelines here: [www.opsi.gov.uk/advice/crown-copyright/index](http://www.opsi.gov.uk/advice/crown-copyright/index).

**(b) I am a civil servant/public sector employee and I have been advised to issue Taylor & Francis an "Open Government Licence"**

The "Open Government Licence (OGL)" covers the publication and dissemination of public sector-authored information, data, and content. The OGL does not replace Crown Copyright, but rather is a way for researchers who work in the UK public sector to license content (as well as databases and source codes developed as part of their public sector duties) that is subject to Crown Copyright. The OGL allows Taylor & Francis to be the sole licensee for the publication of the final and definitive Version of Record. An article covered by an OGL should include an attribution statement and a link to the OGL licence as a footnote on the title page of the journal article, e.g., Crown Copyright © 2011 This article is published under an Open Government Licence

[www.nationalarchives.gov.uk/doc/open-government-licence/](http://www.nationalarchives.gov.uk/doc/open-government-licence/)

**(c) I am a U.S. Government employee and there is no copyright to transfer**

A work of the United States Federal Government, as defined by United States copyright law, is "a work prepared by an officer or employee of the U.S. Government as part of that person's official duties". The term only applies to the work of the Federal Government, not state or local governments. In general, under section 105 of the Copyright Act, such works are not entitled to domestic copyright protection under U.S. Law, sometimes referred to as "non-copyright". Tick this option if you are an employee of the U.S. Government.

Unless you supply us with a specific form of wording we will use the following:

*"This work was authored as part of the Contributor's official duties as an Employee of the United States Government and is therefore a work of the United States Government. In accordance with 17 U.S.C. 105, no copyright protection is available for such works under U.S. Law."*

If you are a contractor of the U.S. government, please see section (d) below.

**(d) I am a National Institutes of Health (NIH) employee and there is no copyright to transfer. I am not required to sign this form and instead attach the NIH addendum**

Tick this option if the NIH Public Access Policy applies to your manuscript,

which arises from:

- any direct funding from an NIH grant or co-operative agreement active in Fiscal Year 2008 or beyond, where "directly funded" refers to costs that can be specifically identified with a particular project or activity;
- any direct funding from an NIH contract signed on or after April 7, 2008;
- any direct funding from the NIH Intramural Program.

You must attach the NIH addendum; see the NIH FAQ page

<http://publicaccess.nih.gov/FAQ.htm>

### **Do I need to deposit my article into PubMedCentral (PMC)?**

No. Through Taylor & Francis' direct manuscript feed it will not be necessary for you to deposit a manuscript yourself. As part of our Author Services program, with respect to National Institutes of Health (NIH)-funded research, we will deposit into PubMedCentral (PMC) manuscripts on behalf of Taylor & Francis, Routledge, and Psychology Press authors reporting NIH-funded research.

This service is offered as part of Taylor & Francis' 2008 deposit agreement with the NIH and allows authors to comply with the NIH's revised "Public Access Policy" which mandates NIH-funded authors to submit to PubMed Central (PMC), or have submitted on their behalf, at the point of acceptance, their peer-reviewed accepted author manuscripts, to appear on PMC no later than 12 months after final publication. Taylor & Francis will deliver to PMC the final peer-reviewed accepted author manuscripts, that is, the version of the article which was accepted for publication and that reflects any author-agreed changes made in response to the peer review.

Taylor & Francis will also authorize the accepted author manuscript's public access posting 12 months after final publication in print or electronic form (whichever is the sooner). Following the deposit by Taylor & Francis, authors will receive further communications from the NIH with respect to the submission. Taylor & Francis will deposit all open-access articles published in Taylor & Francis Open and Open Select journals immediately in .pdf and .xml formats; no embargo is applied.

### **(e) I am a contractor of the U.S. Government (includes NIH contractors)**

Unlike works of the U.S. Government, works produced by contractors under government contracts (or submitted in anticipation of such contracts) are protected and restricted under U.S. copyright law. Contract terms and conditions vary between agencies and depend on the terms of the contract and the type of work undertaken; we advise you to consult your counsel if you are in any doubt as to whether this statement applies to you. You are required to supply a copyright statement to be used, for example:

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For further information, please visit the United States Copyright Office website: <http://www.copyright.gov/>.

**See Publishing Agreement:** *"I am one of [insert number] co-authors of the Article and confirm I have the consent of my co-authors to sign this agreement on their behalf"*

### **8. What if I am not sole author?**

A 'sole author' is defined as: an author from which a manuscript originates, when only one author has contributed.

A 'co-author' is defined as: an author from which a manuscript originates, when more than one author has contributed.

You must specify the number of authors and if at all practical, all co-authors should sign this Agreement. If not, we require you to secure the permission of your co-authors to act on their behalf, and sign the Agreement. If you are one among a number of authors and one or more of the statements under section 7. above applies to any author, please consult your counsel. In the case of collaboration between a U.S. Government employee and a non-government author we suggest you refer to [www.cendi.gov/publications/04-8copyright.html#327](http://www.cendi.gov/publications/04-8copyright.html#327) and again, if in any doubt seek the advice of your counsel.

**See Publishing Agreement:** *"a work made for hire"*

### **9. What is a 'work made for hire'? Would my university class as an 'employer' in this case?**

No. A university is not considered to be an employer if you are grant funded but merely working within the institution.

'Work made for hire' is sometimes referred to as 'corporate authorship' and is when the employer-not the employee-is considered the legal author. The incorporated entity serving as an employer may be a corporation or other legal entity, an organization, or an individual. Please consult your employer to obtain a copyright statement to be used.

### **10. My institution has asked me to submit an addendum to the agreement. Is this acceptable?**

No. Addenda are unacceptable and, in fact, unnecessary. Taylor & Francis' liberal [Author Rights policy](#) has been designed to meet authors' interests and needs. Taylor & Francis support the widest possible access to the

scientific, scholarly and medical literature through innovative and creative publishing policy and practice, founded on the highest standards of peer review, and on our stewardship of the Scholarly Record.

## **FUNDING**

**See Publishing Agreement: "FUNDING"**

### **11. Do I need to declare any funding?**

Yes. The name of any/all third party funders must be given in full. In addition, the **full names** and **numbers** of all grants must be given in the acknowledgements section of your manuscript.

For further information, please see our [Disclosure of Conflicts of Interest](#) page.

## **PUBLISHING RIGHTS**

**See:** [Schedule of Author Rights](#) and [Schedule of Author Rights \(Society titles\)](#).

### **12. What exactly is meant by 'assignment of publishing rights'?**

When 'assigning publishing rights', be it transfer of copyright or exclusive licence to publish, you retain your Author Rights as detailed in the [Schedule of Author Rights](#) and [Schedule of Author Rights \(Society Journals\)](#). **(See section 14. below)**.

In order for Taylor & Francis to publish and establish your Article as the Version of Record, you need to grant us an exclusive licence to:

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### **13. What are the responsibilities of Taylor & Francis as publisher of my Article?**

Following rigorous peer review, we shall prepare the final, accepted version of your Article for publication in the Journal by having it copy-edited for style, fluency, and consistency, and share a proof with you for checking and approval prior to publication.<sup>2</sup>

### **14. What rights do I retain as Author?**

The rights you retain are set out in the [Schedule of Author Rights](#) and [Schedule of Author Rights \(Society Journals\)](#).

### **15. What rights do I have to post a preprint of my unpublished article?**

Always providing that the editorial policy of the journal concerned allows

this, you may post a preprint (the version of your article created prior to peer review) on your own website, institution's intranet, or preprint server, for example [www.arXiv.org](http://www.arXiv.org).

## **16. What must I declare as Author under 'Author Warranties'?**

**See:** [Publishing Ethics](#).

It is mandatory that you make legally-binding guarantees in respect of the originality and provenance of your Article and its component parts. Taylor & Francis Group is a member of the Committee on [Publication Ethics \(COPE\)](#), and we recommend you read our Guidelines on Ethics. You are required to confirm that you have reviewed Taylor & Francis' Ethics and Conflicts of Interest and Disclosure policies.

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In this respect, you guarantee that nothing in the Article infringes the legal rights of any other person or entity, and that neither the Article nor any part of it could be construed as copying any other person's published work and attempting to pass this off as your own work. You also guarantee that neither the Article nor any part of it is abusive, defamatory, libellous, obscene, fraudulent, nor in any way infringes the rights of others, nor is in any other way unlawful or in violation of applicable laws.

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c) You are confirming that you have written consent from any patient, client or participant in any research or clinical experiment or study for the inclusion of material pertaining to them. You are confirming you have anonymised such patients, clients or participants, and confirmed with them that they are assured they cannot be identified via the Article.

d) You are confirming that you have highlighted all relevant health and safety issues in your Article which would have a bearing on the successful

outcome of repeating your research. You must include appropriate warnings concerning any particular hazards that may be involved in carrying out experiments or procedures described in your Article, but it is assumed that basic good laboratory practice and all mandatory laboratory health and safety procedures have been complied with in the course of conducting any experimental work reported in your Article. Basic and mandatory practices need not be repeated in the Article text unless they have an influence on the results being reported.

e) You are confirming that all the co-authors listed have authorised you to act as Corresponding Author, and make warranties on their behalf.

**17. As an author, can I use screenshots or grabs of film or video in my article or take such images from the Internet?**

You should always obtain written permission from the appropriate rightsholder for the reproduction of any proprietary audio, video, film stills, and screenshots. This includes those that can be taken from the Internet, e.g., from Wikipedia, Google, or FaceBook. We urge caution when sourcing images from the Internet, as these may have been posted without the permission of the rightsholder. You should be advised that many rightsholders (e.g., film and television companies) will charge fees and in certain cases there may also be additional fees payable to the actors featured in the images. In the same way as for stills, film clips and extracts of video should be used specifically within the context of the article for criticism or review. Each clip should be no longer than is necessary to illustrate the point made in the text. You should always provide full credits for the source of every image or clip.

**18. Do I need permission to reproduce the cover image of a book as part of a book review?**

Yes. If you choose to include the cover image then permission from the book publisher will need to be sought. In addition, we recommend that the image used be of a high quality/resolution and that this image be sought directly from the book publisher when seeking permission to use the cover image. Please be aware that on some occasions the book cover may have additional third-party rights attached for images contained with it and thus the permissions for reuse may be restricted.

**19. Is this agreement legally binding?**

Yes. This agreement (and any dispute, proceeding, claim or controversy in relation to it) is subject to English Law and the jurisdiction of the Courts of England and Wales. If you are found to be in breach of any of these warranties, you are liable to indemnify Taylor & Francis against all loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by us as a result of a breach.

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[back to top](#)

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back to top

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[back to top](#)

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[back to top](#)

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[back to top](#)

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[back to top](#)

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