

## Publication Agreement

This is a publication agreement and copyright license (“Agreement”) regarding a written manuscript currently entitled, \_\_\_\_\_ (manuscript title) (“Article”) to be published in *Farmeconomia. Health Economics and Therapeutic Pathways* (“Journal”)

The parties to this Agreement are: \_\_\_\_\_ corresponding author), \_\_\_\_\_ (individually, or if more than one author, collectively, “Author”), and **SEEd srl**, Via Magenta 35, 10128 Torino (Italy) (“Publisher”).

### 1. LICENSE OF COPYRIGHT

- a. Public License. The Author and the Publisher agree that the Author grants the following Creative Commons copyright license in the Article to the general public: Creative Commons Attribution-NonCommercial 4.0 International License, which is incorporated herein by reference and is further specified at <https://creativecommons.org/licenses/by-nc/4.0/>
- b. The Author grants to the Publisher worldwide nonexclusive license to publish, reproduce, display, distribute, and use the Article in any form, either separately or as part of a collective work, including but not limited to a nonexclusive license to publish the Article in an issue of the Journal, copy and distribute individual reprints of the Article, authorize reproduction of the entire Article in another publication, and authorize reproduction and distribution of the Article or an abstract thereof by means of computerized retrieval systems (such as Westlaw, Lexis and SSRN). The Author retains ownership of all rights under copyright in the Article, and all rights not expressly granted in this Agreement.
- c. The Author grants to the Publisher the power to assign, sublicense or otherwise transfer any and all licenses expressly granted to the Publisher under this Agreement.
- d. Republication. The Author agrees to require that the Publisher be given credit as the original publisher in any republication of the Article authorized by the Author. If the Publisher authorizes any other party to republish the Article under the terms of paragraphs 1c and 1 of this Agreement, the Publisher shall require such party to ensure that the Author is credited as the Author.

### 2. EDITING OF THE ARTICLE

- a. The Author agrees that the Publisher may edit the Article as suitable for publication in the Journal. To the extent that the Publisher’s edits amount to copyrightable works of authorship, the Publisher hereby assigns all right, title, and interest in such edits to the Author. The Publisher agrees to publish the Article subject to the understanding that the Article will not be published in the Journal unless, in its final form, the Article is acceptable to both the Author and the Publisher.



### 3. PUBLISHER'S COVENANT

- a. The Publisher promises to send to the Author, within a reasonable time after the Article has been published, an electronic copy of the published version of the Article if the Publisher has such a copy within its possession, custody or control at or about the time of publication, and as part of the Publisher's normal publishing operations.
- b. If the Publisher is unable to send to the Author an electronic copy of the Article under the terms of paragraph 3a of this Agreement, the Publisher promises to send to the Author a copy of the final electronic file supplied by the Publisher to Publisher's printer within a reasonable time after the Article has been published.

### 4. WARRANTIES

- a. The Author represents and warrants that to the best of the Author's knowledge the Article does not defame any person, does not invade the privacy of any person, and does not in any other manner infringe upon the rights of any person. The Author agrees to indemnify and hold harmless the Publisher against all such claims.
- b. The Author represents and warrants that the Author has full power and authority to enter into this Agreement and to grant the licenses granted in this Agreement.
- c. The Author represents and warrants that the Article furnished to the Publisher has not been published previously. For purposes of this paragraph, making a copy of the Article accessible over the Internet, including, but not limited to, posting the Article to a database accessible over the Internet, does not constitute prior publication so long as the as such copy indicates that the Article is not in final form, such as by designating such copy to be a "draft," a "working paper," or "work-in-progress". The Author agrees to hold harmless the Publisher, its licensees and distributes, from any claim, action, or proceeding alleging facts that constitute a breach of any warranty enumerated in this paragraph.

### 5. TERM

- a. This Agreement shall remain in effect for as long as copyright protection subsists in the Article.

### 6. PAYMENT

- a. The Author agrees and acknowledges that the Author will receive no payment from the Publisher for use of the Article or the licenses granted in this Agreement. The Publisher will publish the Article online. The Author will have the opportunity to order reprints at the Author's expense before the issue containing the Article goes to press.
- b. The Author agrees and acknowledges that the Publisher will be paid € 1,485 from the Author for publication by the Publisher. No other sum will be due. The payment must be done when the manuscript is editorially accepted and before publication.

### 7. ENTIRE AGREEMENT

- a. This Agreement supersedes any and all other agreements, either oral or in writing, between the Author and the Publisher with respect to the subject of this Agreement. This Agreement contains all of the warranties and agreements between the parties with respect to the Article, and each party acknowledges that no representations,



inducements, promises, or agreements have been made by or on behalf of any party except those warranties and agreements embodied in this Agreement.

#### 8. GOVERNING LAW

- a. This Agreement, its interpretation, validity and the rights and obligations arising hereunder, shall be governed by, and constructed in accordance with, the laws of the European Union regardless of the place of its signing. The Parties must first exploit all opportunities for negotiations and amicable settlement before referring the dispute at the European Court of Arbitration (ECA). The Parties shall agree on the applicable law, in the event of differences of opinion between the Parties on applicable law and to avoid conflicts-of-laws, the applicable law to settle disputes shall be determined by *lex loci arbitri* principle.

#### 9. ARBITRATION

- a. Any and all disputes arising out of or in connection with the execution, interpretation, performance and non-performance of this Agreement, which cannot be settled between Parties through good faith negotiations within a period of 30 (thirty) days, shall be finally settled in the European Court of Arbitration.
- b. The dispute shall be settled by the board of 3 (three) arbitrators in accordance with the ECA rules.
- c. The party submitting a dispute to arbitration shall so notify the other party in writing in accordance with the ECA rules.
- d. The Parties agree to facilitate the arbitration by (i) making available to each other and to the arbitrators for inspection and extraction all documents, books, records, and personnel under their control as the arbitrators shall determine to be relevant to the dispute; (ii) conducting arbitration hearings to the greatest extent possible on successive, contiguous days; and (iii) observing strictly the time periods established by the ECA rules or by the arbitrators.

**I HAVE READ AND AGREE FULLY WITH THE TERMS OF THIS AGREEMENT.**

**Corresponding Author (on behalf of all co-authors):**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**Publisher:**

Signed: Simone Eandi, The Publisher. SEEd srl Date: \_\_\_\_\_  


