

IMPORTANT

Information to Authors Regarding Copyright

The following forms must be completed so as to allow transfer of copyright for a manuscript from the author to the Australian Psychological Society Ltd (APS). This transfer of copyright is part of the requirements to publish a manuscript in an APS publication.

It is the policy of the APS to own the copyright to its publications, and to the contributions contained therein, in order to protect the interests of the Society and its authors, and at the same time to facilitate the appropriate reuse of material by others.

Publications of the APS are distributed to various other publications for review and abstracting purposes. In addition, APS has contractual agreements with various secondary publishers for the republication, in hard copy, microfilm or digital, of individual articles and journal issues as a whole.

It is the APS' position that the abstracts that are published with its journal articles are indicative of and not a substitute for, the work as a whole; therefore, access services are allowed free use of these abstracts without securing permission from the APS.

In Australia, copyright ownership of a written piece of work rests automatically with the author as soon as the work is produced, unless the author has written the work on behalf of a government or non-government employer who would normally hold copyright, or has signed a previous transfer of copyright to another individual or organisation.

If you, as Author, currently hold copyright on the work submitted, you are required to complete Parts A and B of the form below on behalf of all Authors listed as contributing to the work. (For jointly authored papers, only one signature is required, but APS asks the signer to affirm that all Authors have been advised and that the signature is made on behalf of all Authors.)

If you are not the copyright holder, you must complete Part A and arrange for the proper copyright holder to complete Part B of the form.

APS Copyright Transfer Form

This form must be returned to proceedings@psychology.org.au.

PART A

APS Publication: Proceedings of the 2011 APS Forensic Psychology Conference.

Title of Manuscript: _____

_____ (“the Article”)

Author(s) Full Name(s) and Address(es) in agreed order of publication:

Corresponding Author's Contact details:

Name: _____

Phone: _____

Fax: _____

Email address: _____

PART B

I, the undersigned, desiring to publish the manuscript described in PART A above in *Proceedings of the 2011 APS Forensic Psychology Conference*, a publication of The Australian Psychological Society Ltd (APS), hereby agree to the following:

1. I assign to the APS with full title guarantee all rights of copyright and related rights in the Article. So that there is no doubt, this assignment includes the assignment of the rights:
 - (i) to publish, reproduce, distribute, display and store the Article worldwide in all forms, formats and media now known or as developed in the future, including print, electronic and digital forms (For the avoidance of doubt electronic and digital forms shall include, but not be limited to databases, CD-ROM and in forms accessible via electronic and digital networks and wireless transmission and communication systems);
 - (ii) to translate the Article into other languages, create adaptations, summaries or extracts of the Article or other derivative works based on the Article and all provisions elaborated in 1(i) above shall apply to any such translation; and
 - (iii) to sub-license all such rights to others.
2. I hereby assert my moral rights to be identified as the author of the Article, together with any other authors listed in Part A above.
3. I, together with any other named authors, retain the rights set out in the Schedule. These are personal rights and cannot be transferred.
4. I warrant that:
 - (i) If the Article was prepared jointly with other authors, I have been authorised by all co-authors to sign this Agreement on their behalf and to agree on their behalf the order of names in the publication of the Article, as set out in Part A above.
 - (ii) I have secured the necessary written permission from the appropriate copyright owner or authorities for the reproduction in the Article and in the Journal of any text, illustration, or other material.
 - (iii) apart from any such third party copyright material included in the Article, the Article is original work, and does not infringe the intellectual property rights of any other person or entity and cannot be construed as plagiarising any other published work.
 - (iv) the Article has not been previously assigned or licensed to any third party and that the fully reference-linked version of scholarly record will not be published elsewhere without The APS's prior written consent.
 - (v) the Article contains no statement that 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.
 - (vi) wherever possible and appropriate, any patient, client or participant in any research or clinical experiment or study who is mentioned in the

Article has given consent to the inclusion of material pertaining to themselves, and that they acknowledge that they cannot be identified via the Article.

- (vii) that the text of the Article contains all appropriate warnings concerning any particular hazards that may be involved in carrying out experiments or procedures described in the Article or involved in instructions, materials, or formulae in the Article, and shall mention explicitly relevant safety precautions, and give, if an accepted code of practice is relevant, a reference to the relevant standard or code.
5. I shall keep the APS and its affiliates indemnified in full against all loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by the APS as a result of a breach of the warranties given in this agreement by myself or any other named author.
 6. I undertake that I will include in the text of the Article an appropriate statement should I have a financial interest or benefit arising from the direct applications of my research.
 7. I agree that this agreement (and any dispute, proceeding, claim or controversy in relation to it) is subject to Australian law and the jurisdiction of the Courts of Australia. It may only be amended by a document signed by both of us.
 8. The APS reserves the right to make such editorial changes as may be necessary to make the Article suitable for publication, or as reasonably considered necessary to avoid infringing third party rights or law; and reserve the right not to proceed with publication for whatever reason.

Signed _____

Print name _____

Date _____

THE SCHEDULE

The rights that are retained by an Author

- A. The right to be identified as the Author of an article whenever and wherever the Article is published.
- B. Any intellectual property rights including patent rights, trademark rights, or rights to any process, product or procedure described in an article that have already been registered or secured to the Author.
- C. The right to share (but not on a commercial or systematic basis) with colleagues print or electronic 'preprints' (ie, versions of the article created prior to peer review) of an unpublished Article, which may include the form and content as submitted for publication.
- D. 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 the Author's own website for personal or professional use, or on an Author's internal university, college, or corporate network or intranet, or within an Institutional or Subject Repository, but not for commercial sale or for any systematic external distribution by a third party (for example a listserv or database connected to a public access server), and only with the following acknowledgement or such other acknowledgement as the Society may notify you:

"This is a preprint of an article submitted for consideration in the
PROCEEDINGS OF THE 2011 APS FORENSIC PSYCHOLOGY CONFERENCE © [2011]
the Australian Psychological Society Limited."

- E. The right to post a revised text version of the 'postprint' of the Article (ie, the Article in the form accepted for publication in an APS journal following the process of peer review but not the publisher-created PDF, HTML or XML version posted as the definitive, final version of scientific record), after an embargo period of 12 months as an electronic file on an Author's own website for personal or professional use, or on an Author's internal university, college, or corporate network or intranet, or within an Institutional or Subject Repository, but not for commercial sale or for any systematic external distribution by a third party (for example a listserv or database connected to a public access server) provided that any amendments or deletions or warnings relating to the Article issued or published by the APS are included, and only with the following acknowledgement or such other acknowledgement as AAP may notify to you:

"This is an electronic version of an article published in **PROCEEDINGS OF THE 2011 APS FORENSIC PSYCHOLOGY CONFERENCE** [2011]"

- F. 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 APS journal is made explicit;

- G. 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 APS journal is made explicit;
- H. 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 APS journal is made explicit;
- I. the right to use the Article in its published form (but not the publisher-created PDF, HTML or XML version posted as the definitive, final version of scientific record) in whole or in part without revision or modification in personal compilations (in print or electronic form) or other publications of an Author's own articles, provided that acknowledgement to prior publication in the relevant APS journal is made explicit;
- J. the right to expand an article into book-length form for publication, provided that acknowledgement to prior publication in the relevant APS journal is made explicit.