

Copyright Policy

Galaxea, Journal of Coral Reef Studies

(Purpose of the Policy)

Article 1

This Policy sets forth the Copyright Policy for Works (as defined in Article 2) which are submitted to Galaxea, Journal of Coral Reef Studies (hereinafter called the "Journal"), published from the Japanese Coral Reef Society (hereinafter called the "Society").

(Definitions)

Article 2

Unless the context otherwise requires, the terms defined below shall have the following meanings:

a) Work(s)

shall mean copyrightable papers, figures, photographs, drawings, movies, and supplementary electric materials etc, as defined by the Copyright Act of Japan or the applicable law of any other country or region, which are published in the Journal, and which fall within any of the followings:

Any papers (Original, Note, Review, Photogallery) to be published in the Journal

b) Author(s)

shall mean the creator(s) of the Works.

c) Copyrights

shall mean any copyrights to be protected in accordance with the Copyright Act of Japan or the applicable law of any other country or region (including, but not limited to, all rights stipulated in Articles 21 through 28 of the Copyright Act of Japan).

d) Moral Rights

shall mean any moral rights to be protected in accordance with the Copyright Act of Japan or the applicable law of any other country or region (including, but not limited to, the right to make a work public, the right to indicate an author's name and the right to maintain the integrity of a work as stipulated in Articles 18 through 20 of the Copyright Act of Japan).

(Assignment of Copyright)

Article 3

The Copyrights in the Works shall be owned by the Society.

2. The Copyright in any Work shall be assigned to the Society immediately after acceptance of the copyright transfer form.
3. If the Author(s) are unable for any reasons to assign Copyrights in the Works as provided in the preceding paragraphs, then the Author(s) shall provide a written notice of such issue to the Society

office by the time of acceptance. In such case, the Author(s) and the Society shall mutually agree on a resolution, provided that, upon submission of any Work to the Society for publication, the Author(s), at least, shall, as a minimum requirement for publication, grant to the Society a license to publish the Work, including any abstract thereof, in printed and/or electronic form, and in any language, and to grant sublicenses for the full life of the applicable Copyright(s) and any renewals, extensions, revisions and revivals thereof to the extent necessary for such publication.

(Non-Exercise of Moral Rights)

Article 4

The Author(s) shall not exercise the Moral Rights against the Society or any licensee of the Society.

2. The preceding paragraph shall apply in the event that the Society or any licensee creates any derivative works of the assigned Work.

(Rights of Author(s) and Third parties)

Article 5

The Author(s) or third parties may exploit all or part of the Works in compilations or other publications of his/her/their own works. However, when exploiting the Works in papers or electronic publications, they may grant licenses in the Work(s) to the Society subject to the prior written permission of the Society.

2 Notwithstanding the foregoing, each Author or third party shall not upload all or part of the Works to the Author's, funder's and/or third parties' website(s) and any other non-commercial archiving servers.

- 3 When they exploit the Work(s), the Author(s) or third parties must indicate the source and any modification of the Work(s).

(Responsibilities of the Author(s))

Article 6

The Author(s) shall warrant that nothing in any Work is obscene, defamatory, or libelous, and that such Work does not violate any right of privacy, infringe upon any intellectual property rights (including, without limitation, copyright, patent, technical evaluation, design, trademark or domain name-related right) or any other third party rights, and does not violate any law.

2. The Author(s) shall warrant that the Work is an original work created by the Author, that it has not been published in any form, and that it is not being considered for publication by any third party.
3. In the event that a third party legal claim arises with respect to an assigned Work, then the Author(s) shall indemnify, defend, and hold harmless the Society for all loss, damage, or liability arising from the claim.

4. The Author(s) shall warrant that he/she is under no obligation to assign or license the Copyrights (including the right of publication) to any third party.
5. The Author(s) shall clearly indicate the source of any third party quotations in the Work.

(Copyright Infringement and Dispute Resolution)

Article 7

In the event of any infringement (or a suspected infringement) of the Copyrights in the Works, the Author shall cooperate with the Society in eliminating infringements upon its requests.

(Governing law and Jurisdiction)

Article 8

This Policy shall be governed by and construed in accordance with the laws of Japan. The parties concerned shall submit to the exclusive jurisdiction of the court having jurisdiction over the location of the Society.