

## COPYRIGHT PERMISSION FORM

**IMPORTANT:**

The corresponding author must duly complete this form. Please read this agreement carefully; **pages 1 and 3** must be completed in all respects and return a copy to us by email immediately to avoid any delay in the publication of your article.

**FIRST STEP:** Fill in **Pages 1 and 3** using PDF editor/Nitro Pro.

**SECOND STEP:**

a) On Page 3, you may use your digital signature. Save the completed and signed form. Go to FINAL STEP.

**OR**

b) If you cannot use your digital signature, you may print the completed form (Pages 1 through 3) and manually sign (original pen-to-paper signature) on Page 3 of the form.

**FINAL STEP:** Scan the signed form (all pages into ONE file), save it in PDF format, and send it via email provided in the acceptance notification.

Accepted manuscript will not be published until the completed form has been received.

### Publishing Agreement

(to be completed by the **Corresponding Author**)

**Publisher** : UPM Press

**Publication (Name of the Journal)** :

**Manuscript title** :

**Conference title** :

This is an agreement under which you, the author, assign copyright in your article to UPM Press registered in Malaysia, Registered Office: UPM Press, Universiti Putra Malaysia, 43400 Serdang, Selangor, Malaysia (hereinafter UPM Press) to allow us to publish your article, including abstract, tables, figures, data, and supplemental material hosted by us in *Pertanika* for the full period of copyright throughout the world, in all forms and all media, subject to the terms & conditions below including my author warranties, and have read and agree to comply with the journal's policies on peer review and publishing ethics.

#### Section 1: License to Publish

The author(s) hereby grant(s) to UPM Press an exclusive royalty-free, worldwide licence to:

1. Publish, reproduce, store, distribute, transmit and communicate to the public the manuscript and any supplemental material in whole or in part, in print and/or digital form, whether or not in combination with the works of others, under The Copyright Act 1987 of Malaysia.
2. Create adaptations, summaries or extracts of the manuscript and any supplemental material or other derivative works based on the manuscript and any supplemental material and exercise all the rights in such adaptations, summaries, extracts and derivative works.
3. Include the manuscript and any supplemental material, in whole or in part, in a computerised database and to make this database available to third parties.
4. Include the manuscript and any supplemental material, in whole or in part, in a reader or compilation and
5. Rent or lend the manuscript and any supplemental material to third parties.

#### Section 2: Copyright Ownership

1. Subject to the licence grant in Section 1, the author(s) may retain all copyright rights held by the author in the manuscript.
2. This Agreement shall have no bearing on the moral rights of the author(s) in the manuscript, i.e. the right to be identified as the author and the right to object to derogatory treatment of the manuscript.
3. Notwithstanding the copyright ownership set out in this clause, the parties agree that third parties shall attribute *Pertanika* when reproducing or otherwise using the manuscript.

#### Section 3: Representations and Warranties

1. The author(s) represent(s) and warrant(s) that:
  - 1.1. The manuscript is original and has not been published before in its current or a substantially similar form in another publication either in English or any other language(s), i.e. the publication in *Pertanika* shall be the first publication of the manuscript. For the avoidance of doubt, theses and manuscripts that have been presented

with only abstracts at a conference(s) do not qualify as another publication. The author(s) do not infringe any intellectual property rights of any other person or entity and cannot be construed as plagiarising any other published work, including your own published work.

- 1.2 The tables, figures, images, illustrations, or other material, including data, audio, video, film stills, screenshots, musical notation and any supplemental material, have not been previously published or adapted from previous publications without written permission from the original source unless written permission has been obtained and is submitted to *Pertanika*.
- 1.3 The manuscript is not under consideration for publication by another publisher.
- 1.4 Where the manuscripts report on research involving human or non-human vertebrates, the research meets the highest reporting standards and has been approved by an institutional ethics committee.
- 1.5 Proof of consent has been obtained for studies of named organisations and people.
- 1.6 The manuscript does not contain any unlawful statements or content and does not infringe any existing third-party copyright, moral right or other intellectual property rights.
- 1.7 The manuscript does not contain any defamatory material, is not in violation of any rights of privacy or any other rights of third persons and does not violate any existing common law or statutory copyrights.
- 1.8 All author(s) have received a final version of the manuscript, have reviewed its content and agree(s) to its publication and the order of the authors as listed.
- 1.9 Any person who has made a significant contribution to the research and the paper has been listed as an author and that minor contributors and works of others mentioned in the manuscript have been appropriately attributed in the manuscript.
- 1.10 The author(s) has/have disclosed any potential conflict of interest in the research and that any support from a third party has been noted in the acknowledgements.
- 1.11 You have acknowledged all sources of research funding, as required by your research funder, and disclosed any financial interest or benefit you have arising from the direct applications of your research.
- 1.12 All persons who have a reasonable claim to authorship are named in the article as co-authors, including yourself, and you have not fabricated or misappropriated anyone's identity, including your own.
- 1.13 You have read and complied with our policy on publishing ethics.
- 1.14 You have read and complied with the journal's "Instructions to Authors."
- 1.15 You will keep us, and our 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 us as a result of your breach of the warranties given in this agreement.

- 1.16 You consent to allow us to use your article for marketing and promotional purposes.
  - 1.17 The author(s) possess(es) all rights in the manuscript necessary to grant the license set out in Section 1.
  - 1.18 You have been authorised by all such co-authors to sign this agreement as an agent on their behalf and to agree on their behalf the priority of the assertion of copyright and the order of names in the publication of the article.
2. The author(s) will not deposit the final version of the manuscript into a subject or institutional repository until UPM Press has published the manuscript.
  3. The author(s) shall hold harmless and indemnify UPM Press from any third-party claims resulting from the publication of the manuscript should there be a breach of the above warranty.
  4. The author(s) authorise(s) UPM Press to institute, in cooperation with the author(s), the necessary steps to prevent third-party infringement of the copyright in the manuscript.

#### Section 4: Obligation to Publish

1. The publication of the manuscript by UPM Press is subject to the final acceptance of the manuscript by *Pertanika*.
2. Subject to final acceptance, UPM Press undertakes to publish the manuscript to the customary standard and at the expense of UPM Press within a reasonable period after acceptance.
3. *Pertanika* publishes the journals on a non-profit basis and charges a publication fee to meet operational costs. A publishing fee of **MYR200/USD50** will be imposed for every **ACCEPTED PAPER**.
4. If the manuscript is not accepted for publication by *Pertanika*, the portions of the agreement pertaining to the publication of the manuscript by UPM Press shall be null and void, and the authors shall be free to submit and publish the manuscript elsewhere.

#### Section 5: Governing Law

1. This agreement shall be interpreted and construed according to and governed by the Malaysian law(s), as applicable, excluding any such laws that might direct the application of the laws of another jurisdiction.
2. Any controversy or claim arising out of or relating to this agreement, or the breach thereof shall be settled by arbitration in accordance with the rules applied by the Regional Centre of Arbitration, Kuala Lumpur, Malaysia.

#### Section 6: Miscellaneous

1. This agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written. No modification or claimed waiver of any provision of this agreement shall be valid except by written amendment signed by authorised representatives of UPM Press and the author(s).

2. This agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one agreement.
3. Nothing contained herein shall be deemed to create an agency, joint venture, or partnership relationship between the parties.
4. UPM Press and the editors of *Pertanika* accept no responsibility for statements made or opinions expressed in the journal by authors.
5. Neither party shall be liable for damages or have the right to cancel this agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control, including, but not limited to, Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, strikes, fires, floods, work stoppages, unavailability of materials, carriers or communications facilities, and/or any other cause beyond the reasonable control of the party whose performance is affected.
6. Waiver of any provision herein shall not be deemed to be a waiver of any other provision herein, nor shall waiver of any breach of this agreement be construed as a continuing waiver of other breaches of the same or other provisions of this agreement.
7. If any provision or provisions of this agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
8. The parties hereto agree to execute, acknowledge, and deliver all such further instruments and to do all such other acts as may be necessary or appropriate to carry out the intent and purposes of this agreement.
9. Neither party may assign, directly or indirectly, all or part of its rights or obligations under this agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.
10. The section and paragraph headings in this agreement are inserted only as a matter of convenience and in no way define, govern, limit, modify or construe the scope or extent of the provisions of this agreement to which they relate. Such headings are not part of this agreement and shall not be given any legal effect.

### Section 7: Grant of Publishing Rights

I hereby grant UPM Press this exclusive licence to publish my article in all forms and all media (whether known at this time or developed at any time in the future) throughout the world, in all languages, where our rights include but are not limited to the right to translate, create adaptations, extracts, or derivative works and to sublicense such rights, for the full term of copyright (including all renewals and extensions of that term), to take effect if and when the article is accepted for publication.

### Signature of Corresponding Author and on behalf of other author(s):

You have been authorised by all such co-authors to sign this agreement as an agent on their behalf and to agree on their behalf the priority of the assertion of copyright and the order of names in the publication of the article.

Name of the corresponding author :

Current affiliation :

Contact No. :  Email address :

On behalf of other author(s) (List of authors) :

Signature

Date: