



Explanatory notes on the RAC Author's Submission Agreement

Prepared by RAC Honourary Legal Counsel, February 2012

These notes do **not** form a part of the agreement. They are intended to provide a lay explanation of the Author's submission agreement. However, should there be any discrepancy between this document and the Author's Submission Agreement, the Author's Submission Agreement is the only document that should be considered.

Although this document has been prepared by a lawyer, it is not intended to provide legal advice for any specific situation. If an author requires such advice for their specific circumstances, they should consult a legal professional of their choice.

Generally

This agreement is written in a manner that to be operative it does not require a specific signed version. An email between an author and the acceptance by RAC of an article for publication are sufficient to bring the agreement's terms into force. This is similar to "shrink wrap" licences now found when one purchases a copy of software or when one uses a website.

Author's Reps and Warranties

In section 1 of the Author's Agreement, an author is guaranteeing certain things to RAC about the Article. This section should also be read in conjunction with section 6. If anything that an author is saying is not correct and RAC suffers damage as a result, the author agrees to be responsible for that damage.

The actual points that the author guarantees in this section are clear. Authors should have clear information on the statements they are giving and, accordingly, there should never be any circumstances where there are any problems.

Disclaimers

In order to protect authors, section 2 provides that RAC will include appropriate disclaimers in its publications ensuring that a reader will know that both RAC and the authors are disclaiming liability that might arise from using the information in an article. It is also noted in passing with some types of articles (for example, new antenna construction projects) RAC should also be prepared to add additional sidebar information on antenna erection safety and the like.

Ownership and Moral Rights

Unlike many other publishers (ARRL being one such publisher), in section 3 RAC is not seeking ownership of an author's material. RAC is only seeking the opportunity to continue to use the material in the future.

Canadian copyright law also includes certain moral rights. RAC is not asking authors to waive such moral rights but reiterates that the author will continue to have the right to be named as the author in any publication by RAC and to prevent any changes to the article that might affect the author's reputation.

RAC's rights to use the material

In section 4, RAC has very broad rights to consider using an article and to use it at any time in the future. If RAC was to make edits which materially affect the material, the author's consent must be obtained. RAC's rights continue into the future indefinitely including after the original author passes away.

No Payment

Section 5 provides that, unless otherwise agreed in writing, RAC has no obligation to pay the author even if RAC is receiving payment for the publication in which the author's work appears.

Multiple Authors

Section 7 indicates that if there are multiple authors, they are all jointly and responsible to RAC for all aspects of the material.