

EDITION CONTRACT

In **SANTIAGO DE CHILE**, on [], [], the **REVISTA CHILENA DE DERECHO**, belonging to the Law Faculty of the *Pontificia Universidad Católica de Chile*, whose address is Av. Libertador Bernardo O'Higgins N° 340, city and commune of Santiago, represented for these purposes by its Director, Dr. Álvaro Paúl, Chilean, attorney, identity card N° 13.766.582-4, with the same address as the Law Faculty (hereinafter the “**Editor**”), and [Mr. or Mrs.] [], passport N° [], [nationality], domiciled in [] (hereinafter the “**Author**”), agree on the following clauses of this edition contract:

FIRST: The Author prepared a manuscript whose title is “[]” (hereinafter the “**Work**”), and submitted it for editorial consideration to the Editor. Having concluded the editorial process, the manuscript was formally accepted.

During the editorial process, the Author signed a commitment letter (hereinafter the “**Commitment Letter**”). It is understood that said document, for all legal purposes, is an integral part of this contract.

Without prejudice to the declarations already made in the Commitment Letter, the Author expressly declares that:

- (i) He or she is currently the sole holder of the economic and moral rights corresponding to the Work, has full capacity to enter into this contract and, therefore, to contract the obligations derived from it.
- (ii) The Work is the result of his or her own exclusive research. If the Work contains material or information that is owned by a third party, he or she also declares that it has obtained permission for its use.
- (iii) The Work is original and unpublished, and it is not totally or partially available, either physically or digitally, nor is it pending acceptance or publication in any other medium.
- (iv) The Work does not contravene any intellectual property regulations, it has no offensive, defamatory, obscene or illegal content, and all the objective data contained in it is true and verifiable.

Without prejudice to the rights that the law or this contract confer on the Editor in case of infringement or falsification of the declarations previously made, the Author accepts that, in such case, the Editor may withdraw the Work from the digital versions of the *Revista Chilena de Derecho* and from the indexes or databases in which it is published, being able to give account of the reasons for said withdrawal. In similar circumstances, the Author also accepts that reference may be made to such withdrawal and the reasons for it in other subsequent volumes of the journal.

SECOND: Hereby, the Author grants the Editor the exclusive right to publish the Work, distribute and sell it, in the manner and conditions stipulated in the clauses that follow. Especially the Editor is empowered to publish the Work by physical and/or digital means, either directly and/or through its incorporation into national or international indexes or databases. It is expressly stated that the Author grants the Editor the authorization to publish, distribute and otherwise exploit the Work in Chile and abroad.

It will be the exclusive power of the Editor to decide the physical and/or digital modality in which the editions of the Author's Work will be carried out. In turn, once the sale of the physical copies of the *Revista Chilena de Derecho* is exhausted, the Editor will be able to publish as many number of copies as that market conditions make advisable.

Such license includes, without limitation, the exclusive right to produce, reproduce, transmit, sell, donate, authorize and otherwise distribute the Work in all the media (including, without limitation, electronic, online and optical), now known or invented after the signing of this contract.

The authorization contained in this clause also empowers the Editor to carry out derivative works in general, such as abbreviations, extracts, compilations or translations of the publication.

THIRD: The exclusivity referred to in the previous clause means that the Author, from the date of subscription of this contract, may not edit by itself or authorize a third party, by any means, to edit the Work, in whole or in part, within or outside the country, unless the Editor expressly authorizes it for non-commercial purposes.

Notwithstanding the foregoing, the Author may publish or authorize the publication of all or part of the Work in another medium after five years from the physical publication of the *Revista Chilena de Derecho*, provided that it is expressly stated, prominently in the new publication, that a first publication of the Work is available in the journal, containing its complete identification (author, title, volume, number and pages).

FOURTH: The Author has the following obligations:

- (i) Retain full ownership of the Work, responding to the Editor of the eviction and of any damage that it may experience due to the breach by the Author of any or some of the obligations imposed by this contract. In the event that a claim, lawsuit, complaint or any other problem regarding the authorship of the Work is presented (such as, without limitation, plagiarism, self-plagiarism or omission of authors) or for any infringement or falsehood related to the declarations made in the Commitment Letter and/or in the preceding First Clause, the Editor will be able to initiate all of the corresponding legal actions, in order to obtain the defense of its rights and compensation for the damages caused;
- (ii) In the event that the Editor initiates any kind of actions against those who, according to the latter, infringe its rights with respect to the Work for any cause or reason, the Author commits to cooperate reasonably with the Editor in said procedure.
- (iii) Submit the completed Work for its edition, to the satisfaction of the Editor, accepting that the latter can make grammatical, style or spelling corrections, among others, that do not substantially alter its content.
- (iv) In case of publishing an article for the section "Studies", to peer-review satisfactorily (that is, within a maximum period of one month and developing in a sufficient and complete manner all the relevant fields of the review guideline provided for this purpose by the *Revista Chilena de Derecho*), and without the right to remuneration, three manuscripts—or the lesser amount that has been requested by the Editor—, before a he or she makes a new manuscript submission for consideration by the Editor. In case an article is published in the sections "Judgment comments" or "Essays", the aforementioned obligation will only be of

two manuscripts. In case of publishing works in the “Book comments” section, there will be no such obligation. In cases of works with two or more authors, this obligation can be fulfilled by adding the peer-reviews made by all the authors. The Editor may make exceptions to the rules of this section in highly qualified cases.

FIFTH: The content of the Work is the sole responsibility of the Author. Consequently, if for any cause or reason, direct or indirect, the Editor is obliged to pay any compensation to a third party derived from the Author’s Work, whether it is established in a transaction, settlement or judicial decision, the Author will be obliged to pay the *Revista Chilena de Derecho* the total amount of compensation and costs, plus adjustments and interests.

SIXTH: The Editor will be free to define the technical features and materials with which the Work will be edited, the design of the covers of the Revista, the printing workshop and the modalities of distribution, advertising, diffusion, and sale. All expenses for these concepts will be borne exclusively by the Editor.

SEVENTH: The selling price of the copies of the *Revista Chilena de Derecho* will be defined solely by the Editor.

EIGHTH: The *Revista Chilena de Derecho* has an academic and non-profit nature. Consequently, the Author renounces, in this act and without conditions, to receive any remuneration for all the obligations contracted by this contract. The parties expressly establish that the Author will not be entitled to any payment, for any reason, related to this publishing contract.

NINTH: The Editor and the Author mutually and expressly empower each other to prosecute the responsibility of those who, without the authorization or knowledge of the Editor, fraudulently publish the Work. The foregoing does not limit the right of the Editor to exercise on its own, the actions—judicial or otherwise—that it deems convenient.

TENTH: Any difficulties regarding the interpretation, scope, application or effects of this contract, as well as its conclusion, will be resolved by the Chilean ordinary justice.

ELEVENTH: For all purposes of this contract, the parties establish their domicile in the commune and city of Santiago.

TWELFTH: Both the Editor and the Author shall have a copy of this contract.

Álvaro Paúl

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