CHINA AND WTO REVIEW

LICENSE AGREEMENT

WHEREAS, the author ("the Licensor") is the owner of all copyrights related to the contribution submitted for publication (the "Work") in the CHINA AND WTO REVIEW (the "Review"),

WHEREAS, YIJUN Press (the "Licensee") now seeks to obtain a license to publish the Work in the Review.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in this Agreement, the parties hereby agree as follows:

A. Grant of License

Licensor agrees to grant the sole and exclusive license for the first worldwide publication of the Work to Licensee. Publications of the Work by those other than the Licensee, whether in print or electronically are prohibited until Licensee's publication of the Work.

B. Editorial Process

Licensee reserves the right to edit, change, add to, or delete from the Work, and to cause others to make such changes in the Work, as Licensee may deem appropriate, in order to prepare the Work for publication. Such changes shall include, but not to be limited to, those necessary to make the Work consistent with rules of grammar, legal scholarship and support, and the citation style of latest edition of THE BLUEBOOK: A UNIFORM SYSTEM OF CITATION (Twentieth Edition), and Licensee's own house style. At Licensee's request, Licensor shall promptly make whatever changes are necessary for final approval, and shall assist Licensee with obtaining any sources cited in the Work which Licensee is otherwise unable to locate. Furthermore, the Licensor agrees to produce and submit to the Licensee all source material cited in the Work that is reasonably available to Licensee. The Licensee may at any time during the editorial process request assistance from the Licensor in locating any additional source material. If Licensee suppose some of revisions are technical ones following its house style, they may not be notified to Licensor.

C. Licensor's Reproduction Rights of the Work

Licensor retains all rights in the Work not specifically granted to the Licensee herein, including specifically and without limitation, the right to use and republish the Work, and the right to reproduce the Work for purposes of distribution to a class, seminar, or conference in which the Licensor is participating. Such rights are reserved in all languages, forms, and media throughout the world. These rights to future reproductions of the Work subsequent to Licensee's publication, however, are subject to Licensor's agreement to specify, in the reproduced Work, that the Work was first printed in CHINA AND WTO REVIEW, complete with proper citation (*e.g.*, Volume Number, CHINA AND WTO REVIEW, and First Page Number that the Work appears on in the Volume).

D. Licensee's Authorization to Reproduction of the Work

Licensor fully agrees to authorize the reproduction, adaptation, public distribution, and public display of the Work as a contribution to CHINA AND WTO REVIEW in electronic media, computerized legal retrieval systems, such as Web of Science, SCOPUS, Westlaw and LexisNexis, and similar forms including Open Access. Such authorization includes use of the Work anywhere in the world by means of public display, conversion to machine-readable form, derivative works, and reproduction and distribution of copies. The Licensor further affirms that it has had an opportunity to review the Work and hereby agrees to hold the Licensee harmless regarding the publication of the Work should any aspect of the publication be unsatisfactory after Licensor has given final approval of the Work pursuant to Provision B of this agreement.

E. Warranties and Representations

Licensor warrants and represents that Licensor has the full power and authority to enter into this Agreement and to write and develop the Work as described herein, that the Work (excluding permissioned materials) shall be original and shall neither infringe any copyright, invade any right of privacy, contain any libelous or otherwise unlawful material, nor infringe or violate any other personal property or proprietary right of any person or entity. Licensor shall give Licensee prompt notice of any claims, actions, facts or circumstances likely to give rise to claims for which Licensee is entitled to indemnification. Licensor acknowledges that the foregoing warranties and representations shall survive termination of this Agreement.

F. Independent Contractor

In writing the Work, Licensor shall be acting as independent contractors and not as agents or employees of Licensee. Licensor is not authorized to enter into or commit Licensee to any agreements, and shall not represent himself/herself as agents or legal representatives of Licensee. Any associate or assistant Licensor retains in connection with the writing of the Work shall be at Licensor's own cost and expense; and such associate or assistant will not, in any event, be or be deemed to be an agent or employee of Licensee. Licensee shall not be liable for any injury, including death, to Licensor or any of Licensor's associates or assistants.

G. Licensor's Copies

On first publication of the Issue containing the Work ("the Issue"), Licensee shall furnish Licensor with PDF and complimentary reprints of the Issue. None of these complimentary reprints shall be used for resale or commercial distribution.

H. Licensor's Obligation to Observe Research Ethics

Although the Review staff and referees review each contribution for potential violations of research ethics including plagiarism, all responsibilities for potential research ethics violations shall be assumed by the author himself/herself.

I. <u>Term and Termination</u>

This Agreement shall continue in effect, unless terminated sooner pursuant to this Agreement, for the full term of copyright and any extensions and renewals thereof. Licensee shall have the right to terminate this Agreement for any reason or no reason with five days' prior written notice. Upon the giving of such notice, all rights in the Article shall revert to Licensor, this Agreement shall terminate, and neither party hereto shall be under any further liability or obligation to the other hereunder.

J. Miscellaneous

This Agreement sets forth the entire agreement and understanding between Licensor and Licensee, supersedes any prior agreements or understandings, whether oral or written, and may not be modified except in a writing signed by both parties.

The signatures below indicate that all terms and provisions of the above agreement have been read, fully understood, and agreed upon by both Licensor and Licensee.

The Agreement shall be concluded on the date when Licensor expresses his/her intention of accepting the terms laid down herein via response email or any other trustworthy Social Network Services.

YIJUN PRESS / YIJUN INSTITUTE OF INTERNATIONAL LAW