

**MINORIGIUSTIZIA**

**LICENSE AGREEMENT**

**Please provide us with the following information, sign the licence for your acceptance of the terms, upload the release to the platform**

**Please mark only one of this option:**

- I am the sole author of the Work
- I am one of the authors of the Work and I am authorized to sign this agreement on behalf of all of them, to be the corresponding author and to keep any contact with FrancoAngeli
- The authors of the Work are more than one, we all sign this agreement, but I have been authorized to be the corresponding author and to keep any contact with FrancoAngeli
- I am not the author of the Work, but I do own all its economic right

Submitter name and surname \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Affiliation \_\_\_\_\_

The undersigned

.....

being the author/authors of the article entitled

.....

.....(from here on the “Work”)

proposed to this Editor to be possibly published on the Journal

.....

I/we hereby affirm to be the only author/s and owners of the Work and that my/our submission is an original unpublished work and is not under review with any other journal. If it should be published by your Journal, I/we also affirm that we are not involved in any kind of conflict of interest that has conditioned our research and the drafting of the Work, and we undertake to explicitly state within the Work the names of the entities and the resources that may have financed the project.

If it should be published by your Journal, I/we transfer to the Editor of the Journal for free the exclusive right to use the article for any editorial exploitation, without space limits and within time limits as long as

according to the law in force (currently 20 years) and with every modality and technology (whether now known or hereafter developed).

My/Our granting therefore includes reproduction in any form and by any way, communication – including, for example, also commercial opportunities with interactive digital channels (whether now known or therefore developed) – distribution and arrangement and new elaboration.

We also grant rights for Text and Data Mining (TDM), AI training, and all similar technologies currently existing or to be developed in the future.

I/We also hereby assign to the Editor, and therefore third parties, the exclusive right to translate, distribute and communicate the mentioned Article in any language, in any way and form, the advertising exploitation rights, the right to transfer, in all or in part, for any claim, without space limits and within temporal limits according to the law in force and with any modality and technology (whether now known or hereafter developed).

I/We also hereby assign to the Editor, and therefore third parties, the exclusive right to translate, distribute and communicate the mentioned Article in any language, in any way and form, the advertising exploitation rights, the right to transfer, in all or in part, for any claim, without space limits and within temporal limits according to the law in force and with any modality and technology (whether now known or hereafter developed).

It is understood that, after an embargo period of 18 months from publication, I/we will be able to translate, reproduce and distribute the Work in the pre-print version free of charge, by undertaking to correctly cite the source and to include the link to the page of the publisher's site in the version with the DOI.

I/We also undertake to give my/our cooperation and support if the peaceful enjoyment of the rights assigned is disturbed by claims made by third parties, for whatever reason, against the Editor and FrancoAngeli (authorship of the Work, plagiarism, defamation, conflict of interest and/or unfair competition, ownership of the Work, non-payment of agreed fees, etc.), and in any case to indemnify them against the claims or actions of such third parties. All the above guarantees and obligations shall remain in force for the entire duration of the rights assigned.

I/we therefore declare and guarantee that the material delivered is my/our exclusive property and that any images included in the text are free of rights or otherwise that I/we have acquired permission for publication. If the Work is co-written, it is my/our responsibility to state within it the names of all the Authors who contributed to the research and writing of the Work, specifying their academic affiliation and, if possible, their ORCID.

If the Work concerns natural persons or contains information that makes a subject identifiable, it is our/their responsibility to declare to the Editor and/or FrancoAngeli the explicit adherence to the [Dichiarazione di Helsinki](#) developed by the World Medical Association (WMA). If the Work involves experiments with

animals, it is my/our responsibility to provide Editor and FrancoAngeli with a statement of my/our compliance with national and institutional standards for the respect of laboratory animals, according to the [Recommendations for the Conduct, Reporting, Editing, and Publication of Scholarly Work in Medical Journals](#), redacted by the International Committee of Medical Journal Editors (ICMJE).

I/we declare and guarantee that by signing this Agreement I/we do not and will not violate the rights of any third party, such as, but not limited to, my/our collaborators and curators in general of parts of the Work.

I/We also declare that the content of the Work complies in all its parts with the regulations in force – including the law on authors' moral rights – consequently indemnifying and guaranteeing both the Editor of the Journal and FrancoAngeli from any claims that may be made against them by third parties.

If I/we have used Artificial Intelligence (AI) tools in writing the Work or creating images, tables, and graphs, or in the collection and analysis of data, I/we are obliged to state this explicitly and to mention in the Work which AI tool I/we have used and how. Since, according to the COPE Positioning Statement, Artificial Intelligence tools cannot be considered as “authors”, since they are not legal entities, I/we am/are solely responsible for the content of my/our research, and therefore also for the artificially generated parts.

FrancoAngeli, for its part, guarantees that it will not authorize the web harvesting of texts and data from the Work and will endeavor, as far as possible, to prevent unlawful web harvesting by third parties.

Also, I/we renounce any copyright-related compensation that may stem from the publication of the Work in the above-mentioned Journal, and commit not to reproducing the Work in other books or Journals or to make it available in digital format online on any public or private network, whether free of charge or not, except with the written consent of the Editor of the Journal.

**TREATMENT OF PERSONAL DATA EU Reg. 2016/679** – Personal and commercial data relating to this agreement will be collected and stored by Associazione Italiana dei Magistrati per i minorenni e per la famiglia, via Dei Bresciani 32, 00186 Roma for the purpose of managing relations with authors and editorial collaborators. My/our data will be disseminated, published and printed as authors and collaborators. The complete document regarding the processing of my/our data is attached to this contract.

By signing this contract, I declare that I have read the information regarding the processing of my personal data.

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_

\_\_\_\_\_  
(signature/s)

## **Information on the processing of personal data ex art. 13-14 EU Reg. 2016/679**

### **Data subjects: Authors and contributors of the Review MINORIGIUSTIZIA**

The Associazione Italiana dei Magistrati per i minorenni e per la famiglia, owner of the Review, in its capacity of Data Controller of your personal data, pursuant to and for the purposes of EU Reg. 2016/679 hereinafter 'GDPR', hereby informs you that the aforementioned legislation provides for the protection of data subjects with respect to the processing of personal data and that such processing will be based on the principles of fairness, lawfulness, transparency and protection of your privacy and your rights.

Your personal data will be processed in accordance with the legal provisions of the aforementioned legislation and the confidentiality obligations provided therein.

**Purposes and legal basis of the processing:** in particular, your data will be used for the following purposes relating to the performance of measures connected with contractual or pre-contractual obligations

- management of relations aimed at publishing activities;
- programming of activities.

**Method of processing:** Your personal data may be processed in the following ways

- processing by means of electronic computers;
- manual processing by means of paper archives.

All processing is carried out in compliance with the methods set out in Articles 6 and 32 of the GDPR and by adopting the appropriate security measures. Your data will be processed only by staff expressly authorised by the Data Controller and, in particular, by the following categories of staff:

- Communication Office

**Communication.** Your data may be communicated to external parties for the proper management of the relationship and in particular to the following categories of Recipients including all the duly appointed Data Processors:

- FrancoAngeli Publishing House;
- Public and/or private subjects for whom the communication of the data is obligatory or necessary in fulfilment of legal obligations and is in any case functional to the administration of the relationship;
- Subcontractors.

**Dissemination.** The data may be disseminated at:

- Press or internet publication.

**Retention Period:** We would like to inform you that, in compliance with the principles of lawfulness, purpose limitation and data minimisation, pursuant to Article 5 of the GDPR, the storage period of your personal data is

- established for a period of time not exceeding the achievement of the purposes for which they are collected and processed for the performance and fulfilment of contractual purposes;
- established for a period of time not exceeding the achievement of the purposes for which they are collected and processed and in compliance with the mandatory time limits prescribed by law.

**Data Controller:** the Data Controller, pursuant to the Law, is Associazione Italiana dei Magistrati per i minorenni e per la famiglia, via Dei Bresciani 32, 00186 Roma, tax code: 97447060589, in the person of its legal representative pro tempore, the President.

The Data Protection Officer (DPO) designated by the owner pursuant to Article 37 of the GDPR is:

- the pro tempore editor-in-chief of the Review.

You have the right to obtain from the data controller the erasure (right to be forgotten), restriction, updating, rectification, portability, objection to the processing of personal data concerning you, as well as in general you can exercise all the rights provided for in Articles 15, 16, 17, 18, 19, 20, 21, 22 of the GDPR.

### **EU Reg. 2016/679: Articles 15, 16, 17, 18, 19, 20, 21, 22 - Rights of the Data Subject**

The data subject shall have the right to obtain confirmation of the existence or otherwise of personal data concerning him/her, even if not yet recorded, their communication in intelligible form and the possibility to lodge a complaint with the Supervisory Authority.

The data subject has the right to obtain information on

- the origin of the personal data
- the purposes and methods of the processing
- the logic applied in case of processing carried out with the aid of electronic instruments
- the identity of the data controller, data processors and the representative designated pursuant to Article 5(2)
- of the entities or categories of entity to whom or which the personal data may be communicated or who or which may get to know said data in their capacity as designated representative(s) in the State's territory, data processor(s) or person(s) in charge of the processing.

The data subject has the right to obtain

- the updating, rectification or, where interested therein, the integration of data
- the cancellation, transformation into anonymous form or blocking of data processed unlawfully, including data whose retention is unnecessary for the purposes for which the data were collected or subsequently processed
- certification to the effect that the operations as per letters a) and b) have been notified, as also related to their contents, to the entities to whom or which the data were communicated or disseminated, unless this requirement proves impossible or involves a manifestly disproportionate effort compared with the right that is to be protected;
- the portability of the data.

The data subject has the right to object, in whole or in part

- on legitimate grounds, to the processing of personal data concerning him/her, even though they are relevant to the purpose of collection
- to the processing of personal data concerning him/her for the purpose of sending advertising materials or direct selling or for carrying out market research or commercial communication.