

ARTICLE LICENSE AGREEMENT

Title of Article:	Optimised protocols to explore mitochondrial energy metabolism of single 3D microtissue spheroids using Agilent Seahorse Extracellular Flux Analysis
Author(s):	Nicolas Coltman, Garret Rochford, Nikolas Hodges, Hanene Ali-Boucetta, Jonathan Barlow

Item 1: The Author elects to have the Article be made available (as described at <https://www.jove.com/authors/publication>) via:

☒ Standard Access	☐ Open Access
---	--------------------------------------

Item 2: Please select one of the following items:

☒ The Author is NOT a United States government employee.
☐ The Author is a United States government employee and the Article was prepared in the course of his or her duties as a United States government employee.

ARTICLE LICENSE AGREEMENT

1. **Defined Terms.** As used in this Article License Agreement, the following terms shall have the following meanings: “**Agreement**” means this Article License Agreement; “**Article**” means the manuscript submitted by Author(s) and specified on the last page of this Agreement, including texts, figures, tables and abstracts; “**Author**” means the author who is a signatory to this Agreement; “**Collective Work**” means a work, such as a periodical issue, anthology or encyclopedia, in which the Article, along with a number of other contributions, constituting separate and independent works in themselves, are assembled into a collective whole; “**CRC License**” means the Creative Commons Attribution 4.0 Agreement (also known as CC-BY), the terms and conditions of which can be found at: <https://creativecommons.org/licenses/by/4.0/>; “**CRC NonCommercial License**” means the Creative Commons Attribution-NonCommercial 3.0 Agreement (also known as CC-BY-NC), the terms and conditions of which can be found at: <http://creativecommons.org/licenses/by-nc/3.0/legalcode>; “**Derivative Work**” means a work based upon the Article and other pre-existing works, such as a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgment, condensation, or any other form in which the Article may be recast, transformed, or adapted; “**Institution**” means the institution, listed on the last page of this Agreement, by which the Author was employed at the time of the creation of the Article; “**JoVE**” means MyJove Corporation, a Delaware corporation and the publisher of Journal of Visualized Experiments; “**Parties**” means the Author and JoVE.

2. **Background.** The Author, who is the author of the Article, in order to ensure the review, Internet formatting, publication, dissemination and protection of the Article, desires to have JoVE publish the Article. In furtherance of such goals, the Parties desire to memorialize in this Agreement the respective rights of each Party in and to the Article.

3. **Grant of Rights in Article.** In consideration of JoVE agreeing to review, arrange and coordinate the peer review, format, publish and disseminate the Article, the Author hereby grants to JoVE, subject to **Sections 4 and 8** below, the exclusive, royalty-free, perpetual license (a) to publish, reproduce, distribute, display and store the Article in all forms, formats and media whether now known or hereafter developed (including without limitation in print, digital and electronic form) throughout the world, (b) to translate the Article into other languages, create adaptations, summaries or extracts of the Article or other Derivative Works or Collective Works based on all or any portion of the Article and exercise all of the rights set forth in (a) above in such translations, adaptations, summaries, extracts, Derivative Works or Collective Works and (c) to license others to do any or all of the above. The foregoing rights may be exercised in all media and formats, whether now known or hereafter devised, and include the right to make such modifications as are technically necessary to exercise the rights in other media and formats.

4. **Retention of Rights in Article.** The Author shall, with respect to the Article, retain the non-exclusive right to use all or part of the Article for the non-commercial purpose of giving lectures, presentations or teaching classes, and to post a copy of the Article on the Institution’s website or the Author’s personal website, in

each case provided that a link to the Article on the JoVE website is provided and notice of JoVE's copyright in the Article is included. All non-copyright intellectual property rights in and to the Article, such as patent rights, shall remain with the Author.

5. **Grant of Rights in Article – Standard Access.** This Section 5 applies if the "Standard Access" box has been checked in Item 1 above or if no box has been checked in Item 1 above. In consideration of JoVE agreeing to review, arrange and coordinate the peer review, format, publish and disseminate the Article, the Author hereby acknowledges and agrees that, Subject to Section 8 below, JoVE is and shall be the sole and exclusive owner of all rights of any nature, including, without limitation, all copyrights, in and to the Article. To the extent that, by law, the Author is deemed, now or at any time in the future, to have any rights of any nature in or to the Article, the Author hereby disclaims all such rights and transfers all such rights to JoVE.

If the Author's funding is a subject to the requirement of the NIH Public Access Policy, JoVE acknowledges that the Author retains the right to provide a copy of their final peer-reviewed manuscript to the NIH for archiving in PubMed Central 12 months after publication by JoVE. If the Author's funding is subject to the requirement of the RCUK Policy, JoVE acknowledges that the Author retains the right to self-deposit a copy of their final Accepted Manuscript in any repository, without restriction on non-commercial reuse, with a 6-month embargo, and under the CRC NonCommercial License.

Notwithstanding anything else in this agreement, if the Author's funding is a subject to the requirements of Plan S, JoVE acknowledges that the Author retains the right to provide a copy of the Author's accepted manuscript for archiving in a Plan S approved repository under a Plan S approved license.

6. **Grant of Rights in Article – Open Access.** This Section 6 applies only if the "Open Access" box has been checked in Item 1 above. If the Author's funding is subject to the requirement of the RCUK Policy, JoVE and the Author hereby grant to the public all such rights in the Article as provided in, but subject to all limitations and requirements set forth in the CRC License.

7. **Government Employees.** If the Author is a United States government employee and the Article was prepared in the course of his or her duties as a United States government employee, as indicated in Item 2 above, and any of the licenses or grants granted by the Author hereunder exceed the scope of the 17 U.S.C. 403, then the rights granted hereunder shall be limited to the maximum rights permitted under such statute. In such case, all provisions contained herein that are not in conflict with such statute shall remain in full force and effect, and all provisions contained herein that do so conflict shall be deemed to be amended so as to provide to JoVE the maximum rights permissible within such statute.

8. **Protection of the Work.** The Author(s) authorize JoVE to take steps in the Author(s) name and on their

behalf if JoVE believes some third party could be infringing or might infringe the copyright of the Article.

9. **Privacy, Personality.** The Author hereby grants JoVE the right to use the Author's name, picture, photograph, image, biography, likeness, voice and performance in any way, commercial or otherwise, in connection with the Articles and the sale, promotion and distribution thereof.

10. **Author Warranties.** The Author represents and warrants that the Article is original, that it has not been published, that the copyright interest is owned by the Author (or, if more than one author is listed at the beginning of this Agreement, by such authors collectively) and has not been assigned, licensed, or otherwise transferred to any other party. The Author represents and warrants that the author(s) listed at the top of this Agreement are the only authors of the Article. If more than one author is listed at the top of this Agreement and if any such author has not entered into a separate Article License Agreement with JoVE relating to the Article, the Author represents and warrants that the Author has been authorized by each of the other such authors to execute this Agreement on his or her behalf and to bind him or her with respect to the terms of this Agreement as if each of them had been a party hereto as an Author. The Author warrants that the use, reproduction, distribution, public or private performance or display, and/or modification of all or any portion of the Article does not and will not violate, infringe and/or misappropriate the patent, trademark, intellectual property or other rights of any third party. The Author represents and warrants that it has and will continue to comply with all government, institutional and other regulations, including, without limitation all institutional, laboratory, hospital, ethical, human and animal treatment, privacy, and all other rules, regulations, laws, procedures or guidelines, applicable to the Article, and that all research involving human and animal subjects has been approved by the Author's relevant institutional review board.

11. **JoVE Discretion.** If more than one author is listed at the beginning of this Agreement, JoVE may, in its sole discretion, elect not take any action with respect to the Article until such time as it has received complete, executed Article License Agreements from each such author. JoVE reserves the right, in its absolute and sole discretion and without giving any reason therefore, to accept or decline any work submitted to JoVE. JoVE has sole discretion as to the method of reviewing, formatting and publishing the Article, including, without limitation, to all decisions regarding timing of publication, if any.

12. **Indemnification.** The Author agrees to indemnify JoVE and/or its successors and assigns from and against any and all claims, costs, and expenses, including attorney's fees, arising out of any breach of any warranty or other representations contained herein. The Author further agrees to indemnify and hold harmless JoVE from and against any and all claims, costs, and expenses, including attorney's fees, resulting from the breach by the

ARTICLE LICENSE AGREEMENT

Author of any representation or warranty contained herein or from allegations or instances of violation of intellectual property rights, damage to the Author's or the Author's institution's facilities, fraud, libel, defamation, research, equipment, experiments, property damage, personal injury, violations of institutional, laboratory, hospital, ethical, human and animal treatment, privacy or other rules, regulations, laws, procedures or guidelines, liabilities and other losses or damages related in any way to the submission of work to JoVE, or publication in JoVE or elsewhere by JoVE. All indemnifications provided herein shall include JoVE's attorney's fees and costs related to said losses or damages. Such indemnification and holding harmless shall include such losses or damages incurred by, or in connection with, acts or omissions of JoVE, its employees, agents or independent contractors.

13. **Fees.** To cover the cost incurred for its work, JoVE must receive payment before publication of the

Article. Payment is due 21 days after invoice. Should the Articles not be published due to the JoVE's decision, these funds will be returned to the Author. If payment is not received before the publication of the Article, the publication will be suspended until payment is received.

14. **Transfer, Governing Law.** This Agreement may be assigned by JoVE and shall inure to the benefits of any of JoVE's successors and assignees. This Agreement shall be governed and construed by the internal laws of the Commonwealth of Massachusetts without giving effect to any conflict of law provision thereunder. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to me one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

A signed copy of this document must be sent with all new submissions. Only one Agreement is required per submission.

CORRESPONDING AUTHOR

Name:	Jonathan Barlow		
Department:	Mitochondrial Profiling Centre		
Institution:	University of Birmingham		
Title:	Dr		
Signature:		Date:	24.09.2021

Please submit a **signed** and **dated** copy of this license by one of the following three methods:

1. Upload an electronic version on the JoVE submission site
2. Fax the document to +1.866.381.2236
3. Mail the document to JoVE / Attn: JoVE Editorial / 1 Alewife Center #200 / Cambridge, MA 02140