Guidelines for appointed individuals/groups and the production of scholarly work for ACAPT

The following is intended to be used as a resource for consideration by individuals and/or groups developing work on behalf of ACAPT and in anticipation of publication in a scholarly journal. These steps should help minimize delay between the adoption of completed work by the ACAPT Board of Directors and members of ACAPT to the publication and/or broad dissemination and implementation thereof.

Copyright

- Tools/products/instruments intended for application by academicians and their clinical partners within their institutions shall be owned by ACAPT. An Assignment of Copyright must be signed by all authors before the start of work by those who may be considered authors of such work. The assignment of copyright shall indicate that the authors are granted permission to use the tools/products/instruments in articles created by the authors. Because most journals own the material they publish, the aforementioned Assignment of Copyright to secure ownership with ACAPT must be signed in advance of submission to a journal. ACAPT will then need to sign off on publication if the journal requires transfer of copyright, because journals will require documentation that shows that ACAPT granted permission to the authors to reprint the tools or products in their article. This is intended to protect the integrity of work done by ACAPT, not to prevent legitimate publication.

- Articles that describe the procedures used to develop tools or products, or that report data on the use of tools or products, without publishing the tool/product/instrument itself, do not need to be assigned to ACAPT.

- Copyright by ACAPT should be requested where possible. If not, acknowledgment is expected.

- To specify that copyright is held by ACAPT, the following language should be placed on the bottom of the tool or product:
  
  © American Council of Academic Physical Therapy (ACAPT) [year].

- Any alteration of the original document would incorporate a note of “adapted with permission from [title of document]” to assure credit for the original remains with ACAPT. Permission to adapt must be obtained from ACAPT.

- If there is a field on the journal’s submission form that asks if there is anything for which an author cannot transfer copyright, the author shall identify those pages and/or products in which the above is identified as owned by ACAPT and supply documentation from ACAPT that grants the authors permission to publish the tool or product in a given journal.
Publication

- ACAPT will not pay open access or publication fees for articles submitted as a result of work assigned by ACAPT. This is the responsibility of the author or the author’s institution.

- By submitting to a journal for publication, it is understood that the journal retains the right to be the first to present that which has been submitted. Thus, broad dissemination in advance would disqualify it from publication. “Broad dissemination” would constitute a large distribution of the product in its entirety. What is not considered broad may include:
  - Sharing the information on the screen during a presentation to a small audience (e.g., CSM, ELC)
  - Discussing the information with an audience
  - A selection of portions of the product for targeted discussion

- If the product is made available to a limited audience while awaiting confirmation of publication, authors should consider adding the following disclosure: "should not be copied or distributed. For individual use only".

- To avoid delay in sharing the product, authors should:
  - Consider writing articles that are based solely on the process (i.e., Delphi study), and don’t include the entire product (guidelines, assessments, glossary, etc.) in that article. This may allow for dissemination of the work product ahead of time because the article will be intended only to document the process used and provide a supporting argument for why the work product should be embraced;
  - Prepare the article that will be submitted to the journal at the same time as preparing the final report for the members;
  - Consider requesting that the journal editor(s) expedite review;
  - Consider using language stating "adapted from"; and
  - Have a discussion with journal editors prior to submission.

- If the submission is accepted for publication, it might be published online before it is disseminated in print (most journals now publish articles online ahead of print).

- If the submission is rejected by the journal and no other journal is being considered for publication, then broad dissemination is likely possible. The author(s), however, are responsible for assuring this understanding in advance of seeking publication.

Advanced Notice to Members

Products to be offered for adoption by the ACAPT members for which the authors intend to submit for publication in a journal should be accompanied by a proviso outlining the potential for delayed implementation of the product until publication by that journal or notification that allows for broad dissemination.
THE PARTIES TO THIS AGREEMENT ARE:

The Owner: 
Address: 
Contact Details: 

The Assignee: American Council of Academic Physical Therapy (ACAPT)  
a 501(c)(6) not-for-profit corporation in the Commonwealth of Virginia  
Address: 1055 North Fairfax Street, Suite 205, Alexandria, VA 22314  
Contact Details: Barbara Sanders, President of ACAPT and on behalf of the ACAPT Board of Directors  
Contact: Executive Office: 800/765-7848 ext. 7124 or acapt@apta.org

Title / Description of the Work:


1. The Owner warrants that he/she is the sole creator and/or owner of all copyrights in the Work, and that he/she has full power to enter into this Agreement and that this Agreement does not infringe the rights of any third party.

2. The Owner does hereby assign and transfer to the Assignee all rights, title, and interest, including any copyrights and renewals or extensions thereto, in and to the Work identified above, without reservation or exclusion.

3. The Owner agrees that the Assignee shall from here on own the said copyrights in the Work, to benefit and dispose of these rights in any way and at his/her sole discretion.

4. The Parties agree that this Agreement shall be binding upon the legal successors and assigns.

5. The Owner agrees to sign all necessary papers to procure registration of, or as further necessary to effect the assignment under this Agreement, as and where necessary.

6. In consideration of this Assignment of Copyright the Owner acknowledges receipt of due and sufficient consideration.

Signed on this ___________ day of __________________________ 20___.

Owner: ________________________________

Assignee ________________________________