



NACE INTERNATIONAL

Publications Activities Committee

Operating Manual

APPROVED: Board of Directors

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**NACE INTERNATIONAL
PUBLICATIONS ACTIVITIES COMMITTEE
OPERATING MANUAL**

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**NACE INTERNATIONAL
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OPERATING MANUAL**

1.0 SCOPE

The Publications Activities Committee (hereinafter called “PAC”) is an activities committee of the NACE International (hereinafter referred to as “NACE” or the “Association”) Board of Directors (hereinafter referred to as “Board”). PAC is responsible for all publications (other than material developed by other committees within their areas; for example, standards, committee reports, conference papers, education courses, position papers, etc.) of the Association. PAC will support the mission and goals of the Association as defined by the NACE International Strategic Plan. PAC shall ensure that these activities are carried out through the following areas:

- 1.1 Magazines and newsletters (*Materials Performance, CoatingsPro, InspectThis!, Stay Current*)
- 1.2 Journal (*CORROSION*)
- 1.3 Books
- 1.4 NACE public technical list servers (NACE Corrosion Network, NACE Coatings Network)

2.0 OBJECTIVES

The objective of PAC is to ensure that all publications issued by the Association contain quality content, are consistent with the aims and objectives of the Association as listed in Article II of the Articles of Incorporation, and provide technically sound information and resources to meet the diverse interests of the membership and other persons interested in the science and technology of corrosion and corrosion control. The PAC and Publications staff vision statement is, “NACE International is the publisher for the corrosion and protective coatings communities, providing timely delivery of information and knowledge in the desired format.”

3.0 MEMBERSHIP OF PAC

- 3.1 The Chair of PAC serves as the director of PAC on the Board.
- 3.2 The Chair of PAC will be selected by the voting members of PAC for a term of three (3) years. Eligible candidates shall include the present and past members of PAC. The Chair of PAC shall have served at least one year on the committee as a member.
- 3.3 The Vice Chair of PAC will be selected by the voting members of PAC for a term of one (1) year and is renewable up to three (3) years.
- 3.4 PAC shall have nine (9) voting members: Chair, Vice Chair, and past Chair; PAC member leads for magazines and newsletters, journal, books, and list servers; and two at-large voting members. The most recent past Chair willing to serve shall serve until replaced. Terms of office for all PAC members shall commence the day following the close of the Association’s annual conference. All PAC members must be Association members in good standing.

- 3.5 The Chair shall make the appointment of the at-large voting members with the concurrence of the Vice Chair. The term of at-large members shall be one (1) year and is renewable for a maximum of up to two (2) years. The Chair shall consider the knowledge, skills, and abilities (KSAs) outlined in Appendix A when determining qualified candidates.
- 3.6 The PAC member leads for the magazines and newsletters, journal, books, and list servers shall be appointed by the PAC Chair with the concurrence of the Vice Chair. The appointments shall be for one (1) year and are renewable up to three (3) years.
- 3.7 Any member of PAC can be removed for cause by vote of at least two-thirds (2/3) of the PAC members.
- 3.8 Technical editors of the magazines and journal are non-voting ex-officio members of PAC.
- 3.9 Selection of members and officers to fill unexpired terms shall follow the same procedures as those outlined above.

4.0 CONFLICT OF INTEREST

Members of PAC shall conduct all activities in compliance with the Conflict of Interest Policy in the Policies and Procedures Manual.

5.0 LIAISONS

- 5.1 PAC will maintain liaison with other committees within the Association as needed to fulfill its objectives. Liaison with the following committees is particularly important:
 - 5.1.1 Awards Committee
 - 5.1.2 Education Committee
 - 5.1.3 Public Affairs Committee
 - 5.1.4 Technical Coordination Committee Reference Publications Committee
 - 5.1.5 Research Committee
- 5.2 Liaison representatives to and from other committees are appointed by the Chair among the voting or ex-officio members of PAC in consultation with the Chair of the other committee. To the extent possible, liaison representatives should be appointed by mutual agreement between the committee Chairs and appointed in a way to minimize additional committee assignments to the affected individuals. Terms are one (1) year. Liaison members to committees who are not otherwise members of that committee are non-voting ex-officio members.
- 5.3 Other liaisons may be appointed as deemed necessary. The purpose of the liaison activities is to provide an information exchange between committees.
- 5.4 Responsibilities of each liaison representative are:
 - 5.4.1 To identify activities of mutual interest and/or that impact both groups, particularly those activities in the planning stages or early stages of implementation.
 - 5.4.2 To disseminate information that may affect the affairs of other committees.
 - 5.4.3 To seek recommendations for publications from other committees.

5.4.4 To submit brief reports to the committee during its regular meetings.

6.0 ORGANIZATIONAL STRUCTURE AND RESPONSIBILITIES OF PAC

PAC is responsible for the administration of the Association's publications consistent with the strategic and tactical planning practices of the Association. All of the items listed in the following sections of this manual are considered to be responsibilities of PAC. PAC is assisted in fulfilling its responsibilities by the PAC member lead of magazines and newsletters, journal, books, and list servers, and Publications staff. Specific responsibilities of the member leads are given in items 6.3 through 6.5. Responsibilities of technical editors are summarized in Appendix B.

6.1 PAC shall advise the Board of activities within its assigned areas of responsibility. PAC will implement reporting requests made by the Board to PAC and will forward all reports and requests to the Board through the PAC Chair. PAC shall develop and maintain an annual ongoing three-year publications plan consistent with the strategic objectives of the Board.

6.2 PAC shall review and recommend all additions or removals of honorarium positions designed to support NACE's publication products. Staff will solicit PAC input concerning the filling of these positions. Final decisions concerning hiring, compensation, and quality of performance for honorarium positions will be made by staff.

6.3 Member Lead of Magazines and Newsletters

The primary function of the magazines and newsletters lead is to ensure that *Materials Performance*, *CoatingsPro*, their web sites, and the various print and online newsletters meet the needs of the membership and other customers. Specific responsibilities of this lead include:

6.3.1 Review and critique the technical and editorial content and format of each publication, taking into account the different features, styles, and intended readership of each one.

6.3.2 Work with the staff editors and managing editors of the magazines in establishing and monitoring the activities of the technical editors. Recommend to approve candidates or remove existing personnel, including those on the volunteer editorial advisory boards.

6.3.3 Assess overall adequacy of magazines and newsletters in meeting member and other customer needs; recommend changes as appropriate.

6.3.4 Recommend revisions to the *NACE International Publications Style Manual* according to Section 12.

6.3.5 Provide recommendations to PAC for action on each of its responsibilities.

6.4 Member Lead of Journal

The primary function of the journal lead is to ensure that the Association's journal, *CORROSION*, meets the needs of its subscribers.

6.4.1 Work with the technical editor in chief and managing editor in chief of *CORROSION* in establishing and monitoring the activities of the editorial board, which is charged with reviewing and editing *CORROSION* articles. The members of this editorial board will be nominated by the technical editor in chief of *CORROSION* and recommended by the lead for approval

by PAC for staggered three-year terms. The review and editing details and procedures are developed by the technical editor in chief, lead, and staff.

6.4.2 Assess the overall adequacy of the journal in meeting member and other customer needs; recommend changes as appropriate.

6.4.3 Recommend revisions to the *NACE International Publications Style Manual* according to Section 12.

6.4.4 Provide recommendations to PAC for action on each of its responsibilities.

6.5 Member Lead of Books

The primary function of the books lead is to ensure that the Association's book publishing program meets the needs of the membership and other customers. Specific responsibilities of the books lead include:

6.5.1 Appoint members of and serve on the Books Advisory Committee.

6.5.2 Identify technical areas where new publications are needed. Develop and solicit proposals for new publications, including identifying potential titles and authors.

6.5.3 Review proposals for new publications and recommend action.

6.5.4 Work with staff to identify, review, and recommend NACE marketing of non-NACE books (third-party books) of interest to the corrosion community, to ensure that offerings are of high technical quality.

6.5.5 Assist in securing individuals to conduct technical reviews of publication proposals, drafts, and complete book manuscripts resulting from approved proposals, and non-NACE books for NACE to market.

6.5.6 Review existing NACE-published books and recommend whether to continue to offer, revise, or withdraw from publication.

6.5.7 Recommend revisions to the *NACE International Publications Style Manual* according to Section 12.

6.5.8 Provide recommendations to PAC for action on each of its responsibilities.

6.6 Member Lead of NACE Public Technical List Servers

The primary function of the list servers lead is to ensure that the NACE public technical list server subscribers follow the rules that are distributed when a person subscribes. Specific responsibilities include:

6.6.1 Subscribe to the NACE Corrosion Network and NACE Coatings Network list servers.

6.6.2 Monitor the list server discussions and notify individuals should infractions occur such as product and service commercialism, event promotion, and non-corrosion topics.

6.6.3 Recommend modifications to the list server rules as needed.

6.6.4 Recommend to staff the removal of any subscriber due to complaints and infractions.

7.0 MEETINGS

- 7.1 PAC shall meet at least once per year at the annual conference. Additional meetings may be called as necessary to conduct committee business. PAC business also may be conducted by telephone or electronic media. An emergency meeting of PAC can be called by the PAC Chair as needed to discuss emerging issues with at least three (3) days' notice.
- 7.2 The PAC Chair with input from the PAC member leads and staff liaison shall develop an agenda for the in-person meeting held at annual conference. It shall be distributed at least twenty-one (21) days prior to the meeting.
- 7.3 Minutes of the meetings shall be recorded by the PAC staff liaison and distributed to all PAC members after approval by the PAC Chair within 60 days after the meeting date.
- 7.4 All committee business is conducted in accordance with the Policy and Procedures manual.
- 7.5 An executive session of PAC shall consist of only the voting members of that group and invited guests. Examples of topics could include personnel issues such as establishing "just cause" for member or officer dismissals, discussions of an individual's qualifications for an appointment, or for award nominations

8.0 VOTING PROCEDURES

- 8.1 .At least one-half (1/2) of the voting members shall be present (in person or virtually) at duly scheduled meetings of PAC to constitute a quorum. All fractions are rounded off to the next higher whole number when determining the requirements for a quorum. Quorums are not required for valid votes at ad hoc committee meetings.
- 8.2 Unless specifically stated otherwise in this manual, issues shall be decided by a simple majority vote of the voting members present.
- 8.3 Proxies for PAC meetings are not allowed, except as follows: Chairs unable to attend a PAC meeting will be represented by their Vice Chair. If neither is available, the Chair shall designate a proxy who will attend the meeting.
- 8.4 Official committee voting is allowed via e-mail.
 - 8.4.1 The Chair of PAC or the pertinent member lead or his/her designate shall begin the e-mail discussion. The Chair (or designate) should explain the need for the e-mail discussion and call for a motion and second, followed by a two (2)-week discussion period. In cases where completed discussion and voting is desired more quickly, the discussion period can be less than two weeks with the approval of a majority of voting members. After the discussion period the Chair (or designate) shall call for a vote. The voting period shall be a minimum of five (5) business days. If more than 50% of the voting members approve the motion, it is considered passed, with the exception of issues that require two-thirds (2/3) majority of all voting members. Votes shall be sent to and tabulated by the PAC staff liaison. The voting results of all e-mail ballots are documented in the agenda of the next scheduled meeting of PAC.

9.0 RESPONSIBILITIES

- 9.1 The PAC Chair is responsible for conducting the affairs of PAC, at and between meetings, for scheduling meetings, for developing the agenda and reviewing and

submitting minutes of meetings, and for appointing PAC member leads. The Chair shall comply with strategic and tactical planning practices of the Association.

- 9.2 The Vice Chair shall assume the duties of the Chair in the event of the absence of the Chair or his/her inability to serve.
- 9.3 Committee members have the following general responsibilities: provide oversight, review, and approval consistent with the activities and responsibilities contained in the operating manual; form and implement strategies to support the committee's objectives; provide input to organizational policy decisions as they directly relate to NACE's mission with respect to publications; provide advice to enhance publication quality; and provide ethical accountability in regard to Section 4 of this operating manual.
- 9.4 NACE staff are responsible for the following functions: operations and resource management, tactical support, business and financial procedure management, operational policy decisions as they relate to the organization's internal functioning, internal communications, implementation plans and program budgets, agenda and administrative support, advice and counsel to committees, and program improvement implementation.
- 9.5 Committee and staff member shared responsibilities: Committee members and staff work together on such functions as prioritizing and vetting ideas, interpreting policy within guidelines, planning and implementing the plans, developing agendas, and providing committee management.
- 9.6 Conflict resolution: Where conflict in responsibility arises between committee and staff members and the guidance and intent of responsibility is not adequately provided in this operating manual:
 - 9.6.1 The Chair and/or Vice Chair shall first work with staff to resolve or clarify the issue using the requirements of this operating manual and the guidance and intent it conveys.
 - 9.6.2 Where unresolved issues or conflicts of interest exist, the Chair and/or Vice Chair will appoint a task group made up of committee and staff members in order to provide a recommendation to resolve the conflict.
 - 9.6.3 In the absence of a successful resolution, the committee shall forward the conflict to the chief executive officer for appropriate action (pertaining to staff) or to the Executive Committee (pertaining to committees).

10.0 REPORTING

- 10.1 Prior to the Board meeting, the PAC Chair shall submit any PAC recommendations for action by the Board.
- 10.2 The PAC Chair shall provide a written report to the Board concerning activities within its assigned areas of responsibility at each Board meeting or as requested by the president or chief executive officer for presentation at Board meetings. These reports may be forwarded, by PAC, to the chief executive officer for attachment to the Board meeting agenda and minutes.

11.0 OPERATING MANUAL REVIEW

- 11.1 The *Publications Activities Committee Operating Manual* (PCOM) is to be reviewed in its entirety by PAC at least once every five (5) years for revision or reaffirmation.

- 11.2 Revisions may be made to the manual at any time the committee deems it necessary.
- 11.3 Revision or reaffirmation of this manual shall require two thirds (2/3) affirmative vote of all voting members of the committee.
- 11.4 The revised or reaffirmed manual shall be submitted to the Policy Committee for review. The Policy Committee shall submit the manual to the Board for ratification.
- 11.5 The latest date of Board ratification will be placed on the cover of the manual. The latest manual ratified will govern. If revisions are made to the manual within the five-year period, the date of ratification as well as the date of the latest revision shall be shown on the cover.
- 11.6 If there are conflicts between procedures outlined in the PCOM and in the style manual, the procedures in the PCOM shall prevail.

12.0 NACE INTERNATIONAL PUBLICATIONS STYLE MANUAL REVIEW

- 12.1 The *NACE International Publications Style Manual* is the style manual for all NACE publications managed within the Publications Division and Technical Activities. Guidelines and procedures established in the style manual shall be followed in the writing, editing, and publishing of NACE publications and Technical Activities publications. PAC is responsible for the issuance and revision of the style manual.
- 12.2 The style manual shall be reviewed and reaffirmed or revised at intervals not exceeding five (5) years. All Association committees that must use the style manual are to be advised of the pending review and their input solicited. After revision, the affected committees shall be advised of the changes and allowed to respond prior to the final ballot.
- 12.3 Reaffirmation or revision requires a two-thirds (2/3) affirmative vote of PAC.
- 12.4 Headquarters shall announce the reaffirmation or revision in *Materials Performance* and *CORROSION*. Addendum or errata will be issued until the style manual is reissued. The latest date of approval will be placed on the cover of the manual.

13.0 BOARD POLICIES

The committees shall operate in accordance with the Association's Articles of Incorporation, Bylaws, and Policies.

14.0 COPYRIGHT POLICY

Publications shall, in compliance with the U.S. Copyright Law, maintain a copyright policy governing all Association publications. The copyright policy, as approved by PAC, is attached as an integral part of this operating manual (Appendix C).

APPENDIX A: PAC MEMBER KNOWLEDGE, SKILLS, AND ABILITIES (KSAs)

Strategic

- Strategic thinking—ability to look forward
- Holistic vision for publishing program/content
- Entrepreneurial thinking
- Global perspective

Management

- Financial analysis and management (experience with profit and loss responsibilities)
- Awareness of current and future industry trends
- Broad knowledge and understanding of the various types of customers (e.g., readers, authors, advertisers, nonmember customers)
- Representation (operations/business/marketing) from protective coatings industry

Personal

- Ability to engage in and facilitate dialog
- Emotional intelligence
- Objectivity

APPENDIX B: RESPONSIBILITIES OF EDITORS

1. The editors, technical editors, and managing editors of the Association's publications shall be responsible for publication of timely, vital information that is consistent with the objectives of the Association.
2. Review of manuscripts proposed for publication in the Association publications shall be the responsibility of the technical editors.
3. The technical editors shall provide input to staff on periodical format and content for the publication of high-quality periodicals.
4. The technical editors shall provide input to PAC for the strategic and tactical planning of the Association as appropriate.
5. The editors and managing editors of NACE publications shall be responsible for their organization and quality.

APPENDIX C: NACE INTERNATIONAL COPYRIGHT POLICY



NACE International Copyright Policy

1.0 Statement of General Principles

NACE International's copyright policy provides a brief summary of U.S. copyright law, particularly as it relates to the use of copyright-protected materials, including published materials, and to provide procedures for transferring or obtaining copyright permission as appropriate that should be used consistently throughout NACE International.

2.0 Goal of the Copyright Compliance Policy

The goal of this policy is to fulfill NACE International's obligations under copyright law and to acknowledge and respect the rights of others. NACE International provides the following rules and procedures relating to copyright compliance when using copyrighted materials external to NACE International. Each consultant, agent, member, author, and user of NACE International's intellectual property shall adhere to these policies and procedures.

3.0 General Information about Copyright

3.1 What Is Protected by Copyright?

Permissions should be sought from NACE International for the reproduction of any work in a readable or viewable format, including books, magazines, journals, standards, newsletters, maps, charts, photographs, and graphic materials; unpublished materials, such as analysts' reports and consultants' advice; and non-print materials, including Web sites, computer programs and other software, databases, sound recordings, motion pictures, and video files.

3.2 What Is Not Protected by Copyright?

Works that are not fixed are not protected by copyright; these include titles, names, and slogans; ideas, facts, and data; listings of ingredients or contents; natural or self-evident facts; and public domain works are not protected by copyright. However, some of these may be protected under other areas of law, such as patent or trademark law, or by contract. It is important to ensure that no other form of protection restricts the use of such materials before using them.

3.3 Fair Use

3.3.1 Fair use recognizes that certain types of use of other people's copyright protected works do not require the copyright holder's authorization. The fair use doctrine is codified in Section 107 of the U.S. Copyright Act. See: www.copyright.gov/title17/.

3.3.2 Fair use requires an appropriate risk assessment as to whether reuse under certain circumstances may be considered fair use. In order to avoid any copyright risk, permission procedures as set out in this policy should be followed.

3.4 Jurisdiction

NACE International's copyright policies shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of Texas, without regard to the choice of provisions of that state.

3.5 Copyright and Digital Works

3.5.1 Any non-digital content that is protected by copyright is also protected in a digital form. For example, print books are protected by copyright law, as are electronic books.

3.5.2 Use of materials found on the NACE International Web site are subject to the Web site's terms of use.

4.0 Authors

4.1 Owner(s) Transfer of Copyright

4.1.1 Prior to publication, all author(s)/employer(s) (herein referred to as "owner[s]") shall transfer all international and domestic right, title, and interest into and under the work, including without limitation, all copyrights in the work and registrations thereof to NACE International and its successors. Transfer and assignment of copyright is required for publication of work.

4.1.2 All U.S. government works are expressly excluded from the transfer and assignment of copyrights.⁽¹⁾

4.1.3 NACE International grants the owner(s) a limited, nontransferable, nonexclusive, royalty-free license in the work to:

- Prepare abstracts of the work, provided that the abstract includes the work's title, all owner(s), conference where presented or publication in which it appeared, and proper copyright acknowledgement to NACE.
- Reproduce figures, photographs, charts, or graphs appearing in the work.
- Reproduce the paper in reasonable quantities for personal, noncommercial use so long as such use does not interfere with NACE's right to the work. This specifically excludes owner(s) from distributing the work for sales purpose or at functions where NACE is presenting or otherwise distributing the work.

⁽¹⁾ A contribution prepared by a U.S. federal government employee as part of the employee's official duties is called a "U.S. Government work," and it is in the public domain in the United States. In such case, Paragraphs 4.1.1 ad 4.1.2 will not apply. Author(s) acknowledges that the work will be published in the United States and other countries. To the extent Author(s) retains any, or all, of the rights in the work then author(s) completed copyright assignment agreement indicates assignment of such rights pursuant to the terms of the agreement.

- Reproduce the work for in-house education or training purposes of owner(s)'s employer. Copies are limited to one per copy per coworker and only for distribution to coworkers within the legal entity employing the author.
- Prepare new works that incorporate ideas, concepts, data, figures, photographs, charts, and graphs used to prepare the work.

4.1.4 NACE International may terminate Paragraph 4.1.3 in the event the owner(s) breach any term of this agreement.

4.1.5 Owner(s) represents and warrants that:

- He/she/it is an owner(s) of the work;
- The work is original;
- Each owner(s) of any rights in the work is a signatory to this assignment or, if there are additional owner(s) who are not signatories hereto, such owner(s) have been identified and the undersigned owner(s) has been granted full power and authority to assign the copyrights on their behalf;
- The work does not violate any copyright or other proprietary right of any third party or create a liability owed to any third party, or contain any libelous statements;
- No confidential information is embodied in the work or otherwise disclosed by the work; and
- The work has not been previously conveyed to a third party.

4.1.6 Owner(s) agree to indemnify, defend, and hold harmless NACE International against infringement claims against the work and other claims arising from the work, including, but not limited to, libel or defamation. Owner(s) agree to cooperate as necessary in the defense of such claims.

4.1.7 The owner(s) acknowledges that NACE International has made no representation or warranty that the work will be presented, published, or otherwise used as contemplated by NACE International or the owner(s).

4.1.8 Further Assurances. Owner(s) will, upon the written request of NACE, its successors, or assigns, execute all documents, prepared at the expense of NACE, its successors or assigns, necessary or practicable in order to perfect NACE's foreign and domestic title to any and all rights in the works conveyed hereunder, including, but not limited to, recordal of this assignment to reflect NACE's ownership of therein. Owner(s) will not do or omit to do any act, matter, or thing whereby the rights or the assignability of the rights in the works may be prejudicially affected.

4.1.9 Authorization to Issue. Owner(s) authorizes and requests the United States Copyright Office, and similar entities in foreign countries, to issue any and all registrations of the works to NACE International as owner(s) of the entire interest in the works.

4.1.10 The Author(s) agree that any and all copies of the final published version of the work or any part thereof distributed or posted by them in print or electronic format as permitted herein will include the notice of copyright that includes:

1. Conference Paper

Author(s), Paper NUMBER presented at CORROSION YEAR, City, State. © NACE International FIRST YEAR OF PUBLICATION.

2. Magazine Article

All rights reserved. Author(s) name, Article title, Magazine title, Vol. no., Issue no., and publication year. © NACE International FIRST YEAR OF PUBLICATION.

3. Journal Article

Author(s) name, Article title, Journal title, Vol. no., Issue no., and publication year. © NACE International FIRST YEAR OF PUBLICATION.

4.1.11 Work Owned by Employer. If the work was made, written, or created by the author(s) in the course of the author(s)'s employment (as a "work-made-for-hire" in the course of employment), the work is owned by the company/institution, which must execute the copyright agreement (in addition to the author(s)'s signature). In such case, the company/institution hereby grants to NACE International the full and exclusive rights comprised in the work(s) as specified in Paragraph 4.1.1 throughout the world for the duration of the statutory term of protection.

4.1.12 Entire Agreement. The copyright agreement constitutes the entire agreement between NACE International and the owner(s) pertaining to the subject matter hereof, and supersedes, supplants, and renders null and void any and all prior and contemporaneous negotiations, discussions, proposals, agreements, understanding, representations, or communications, oral or written, of the parties hereto with respect to the subject matter hereof.

4.2 Authors requesting permission from third parties to use their content in NACE publications must receive written consent from the third party and provide the permission to NACE International prior to publication.

5.0 Open Access

5.1 Open Access (OA) is defined as unrestricted online access to peer-reviewed scholarly research: works that are freely and permanently available online to the public. NACE International offers authors of *CORROSION* journal articles the option to purchase OA for a fee.

5.2 Reuse of OA works. NACE International offers its *CORROSION* journal authors the option to purchase the following Creative Commons usage licenses to allow for redistribution of OA articles. (See: <http://creativecommons.org/licenses/>)

5.2.1 Attribution (CC BY). This license allows for commercial and noncommercial redistribution of the OA article, as well as the alteration of the work by refining, rearranging, or adding text, provided credit for the original article is given to NACE International.

5.2.2 Attribution-NoDerivs (CC BY-ND). This license allows for commercial and noncommercial redistribution of the OA article, provided that it is redistributed as-is and in whole, with credit to NACE International.

5.2.3 Attribution-NonCommercial-NoDerivs (CC BY-NC-ND). This license allows others to download the OA article and share it with others for noncommercial purposes, provided that it is redistributed as-is and in whole, with credit to NACE International.

6.0 Institutional Repositories (Green OA)

6.1 The NACE International Green OA model permits *CORROSION* journal authors to self-archive a preprint (the version of an article after peer review but before final production) after an embargo period of 90 days from first publication.

6.2 Postings of the article must include a link to the online abstract on the *CORROSION* journal Web site.

6.3 Files prepared and/or formatted by NACE International may not be posted to an institutional repository.

6.4 Authors who have purchased OA at the time of publication will have their articles freely and permanently available online to the public at *CORROSION* journal's Web site. In order to post their article to their institutional repository, authors will need to purchase a Creative Commons license (see Paragraph 5.2).

7.0 Third-Party Republication of NACE International Intellectual Property

7.1 For the purpose of this policy, NACE intellectual property is classified as follows:

7.1.1 Class A: Works for Hire

These include all works in which the author(s) were compensated by NACE, whether this compensation was in the form of royalties, honoraria, salaries, or contractual fees. It would cover books, staff- and technical-editor authored works in NACE publications, and education courses in which the author was compensated. It applies whether or not the author is individually identified.

7.1.2 Class B: Committee Documents

These include all works that were prepared under the aegis of any NACE committee where the committee is considered to be the author. This includes all NACE standards, technical committee reports, and such other items as may be produced by technical committees. Class B works also include Public Affairs Administrative Committee position papers, whether or not the author(s) is individually identified.

7.1.3 Class C: Individually Authored Works, Conferences

These include all works where the author is identifiable but not compensated in any way by NACE. Publication is by NACE. This class would include papers presented at Annual Conference and at other conferences sponsored by headquarters.

7.1.4 Class D: Individually Authored Works, Periodicals

These include all works where the author is identifiable but not compensated in any way by NACE. Publication is by NACE in *Materials Performance*, *CORROSION*, or other NACE periodicals.

7.1.5 Class E: Individually Authored Works, Other

These include all works where the author is identifiable but not compensated in any way by NACE. Publication is by or through an electronic or print document sponsored by a section or area.

7.2 NACE International has partnered with the Copyright Clearance Center (CCC) to provide an online solution (RightsLink®) for third parties to obtain permission to reuse certain NACE International copyrighted materials. (See: <http://www.copyright.com/>)

7.2.1 For Classes A (work-for-hire) and B (NACE International committee documents), NACE retains ownership of all intellectual property rights.

7.2.1.1 NACE International shall have unrestricted permission to use figures, tables, graphs, charts, and photographs from Class A and Class B works.

7.2.1.2 Permission to use portions of Class A works can be granted to third-party organizations or individuals by the appropriate NACE International staff, provided that said portion does not exceed 50% of said work and that it does not include any figures, tables, graphs, charts, or photographs that have been obtained from third parties.

7.2.1.3 Requests for permission to use Class A works, in part or in full, shall be submitted directly to NACE International, which shall review and grant permissions on a case-by-case basis.

7.2.1.4 Requests for digital rights for reuse of Class A works shall not be granted.

7.2.1.5 Requests for permission to use Class B works, in part or in full, shall be submitted directly to NACE International, which shall review and grant permissions on a case-by-case basis.

7.2.1.6 This policy does not preclude the development of joint documents, such as standards, by NACE and other organizations, provided that the copyrights for said documents are either exclusively owned by NACE or jointly owned by NACE and the other contributing organizations.

7.2.1.6 Permission to use jointly copyrighted documents shall not be granted unless and until all copyright owners agree to the granting thereof.

7.3 For Class C (conference papers):

7.3.1 The copyright for a conference paper shall be transferred to NACE International prior to publication.

7.3.2 NACE International grants the author(s) a limited, nontransferable, nonexclusive, royalty-free license to:

- Prepare abstracts of the work, provided that the abstract includes the work's title, all owner(s), conference where presented or publication in which it appeared, and proper copyright acknowledgement to NACE.
- Reproduce figures, photographs, charts, or graphs appearing in the work.
- Reproduce the paper in reasonable quantities for personal, noncommercial use so long as such use does not interfere with NACE's right to the work. This specifically excludes owner(s) from distributing the work for sales purpose or at functions where NACE is presenting or otherwise distributing the work.
- Reproduce the work for in-house education or training purposes of owner(s)'s employer. Copies are limited to one per copy per coworker and only for distribution to coworkers within the legal entity employing the author.
- Prepare new works that incorporate ideas, concepts, data, figures, photographs, charts, and graphs used to prepare the work.

7.3.3 NACE International shall have the right to use the figures, photographs, tables, charts, etc. as part of NACE publications.

7.3.4 NACE International has partnered with the Copyright Clearance Center (CCC) to provide an online solution (RightsLink®) for third parties to obtain permission to reuse Class C copyrighted materials. (See: <http://www.copyright.com/>)

7.3.5 As a courtesy, NACE International shall not release the conference paper, in whole or in part, at any time, to any third party organization without the prior written consent of the lead or corresponding author.

7.3.6 NACE International shall have the exclusive right to publish the paper in its entirety or a derivative work based on the paper until 90 days following its presentation at conference.

7.3.7 Should NACE International choose not to publish the paper and the author(s) wish to publish elsewhere, NACE shall not impede said publication provided that the author(s)

and the publisher agree to such publication and acknowledge the original presentation/publication.

7.3.8 NACE publication rights include the right to publish in any media at any time following conference.

7.3.9 The author(s) retain the right to post the article on their personal or corporate Web site subject to the following restrictions:

- Posting of Class C works must be delayed for 30 days after the close of conference.
- The content of the paper or article, including text, figures, charts, and references, cannot be modified in any way. The format and layout may be modified to accommodate Internet viewing.
- The work must be posted in a file format such as .pdf, which does not allow the content to be easily changed.
- All postings require a complete bibliographic citation to the original source, NACE copyright notation, and a link back to the NACE Web site.

7.3.10 Third-party organizations must request and receive permission from NACE International prior to posting Class C works on their Web site. The following requirements apply:

- Posting of Class C works must be delayed for 30 days after the close of conference.
- The content of the paper or article, including text, figures, charts, and references, cannot be modified in any way. The format and layout may be modified to accommodate Internet viewing.
- Payment of a nonrefundable fee of \$500 per paper will be required from third-party organizations prior to posting.
- The work must be posted in a file format such as .pdf, which does not allow the content to be easily changed.
- All postings require a complete bibliographic citation to the original source, NACE copyright notation, and a link back to the NACE Web site.

7.4 For Class D (publication in *Materials Performance*, *CORROSION*, or any other NACE magazine or periodical):

7.4.1 The copyright for a Class D work shall be transferred to NACE International prior to publication.

7.4.2 NACE International grants the author(s) a limited, nontransferable, nonexclusive, royalty-free license to:

- Prepare abstracts of the work, provided that the abstract includes the work's title, all owner(s), conference where presented or publication in which it appeared, and proper copyright acknowledgement to NACE.
- Reproduce figures, photographs, charts, or graphs appearing in the work.
- Reproduce the paper in reasonable quantities for personal, noncommercial use so long as such use does not interfere with NACE's right to the work. This specifically excludes owner(s) from distributing the work for sales purpose or at functions where NACE is presenting or otherwise distributing the work.
- Reproduce the work for in-house education or training purposes of owner(s)'s employer. Copies are limited to one per copy per coworker and only for distribution to coworkers within the legal entity employing the author.
- Prepare new works that incorporate ideas, concepts, data, figures, photographs, charts, and graphs used to prepare the work.

7.4.3 NACE International shall have the right to use the figures, photographs, tables, charts, etc. as part of NACE publications.

7.4.4 NACE International has partnered with the Copyright Clearance Center (CCC) to provide an online solution (RightsLink®) for third parties to obtain permission to reuse Class D copyrighted materials. (See: <http://www.copyright.com/>)

7.4.5 The content of the article, including text, figures, charts, and references, cannot be modified in any way. The format and layout may be modified to accommodate Internet viewing.

7.4.6 The work must be posted in a file format such as .pdf, which does not allow the content to be easily changed.

7.4.7 All postings require a complete bibliographic citation to the original source, NACE copyright notation, and a link back to the NACE Web site.

7.4.8 As a courtesy, NACE International shall not release the conference paper, in whole or in part, at any time, to any third-party organization without the prior written consent of the lead or corresponding author.

7.5 For Class E (papers presented at area and section meetings):

The author(s) shall retain all intellectual property rights including copyrights. If the sponsoring organization makes copies of the paper for distribution at the meeting, it shall be considered to be for the convenience of the author and no transfer of copyright shall be assumed or implied.

7.6 In the event that permission is granted to a third-party publisher to reuse NACE International intellectual property, the following conditions shall apply:

7.6.1 To the extent the publication media is a periodical, the publication right is limited to publication in the specific issue identified above of the periodical identified and this right shall automatically terminate upon the date of issue of the particular issue of the periodical, whether or not such work is actually published.

7.6.2 To the extent the publication media is a Web site, the publication right is limited to publication at the specific Web site identified. Any right granted is a limited, non-transferable, non-exclusive right. No other rights in the work are granted.

7.6.3 The publisher agrees to hold NACE International harmless and indemnify NACE International against any and all legal action and expenses arising out of the publisher's use and editing of NACE material.

7.6.4 Publisher shall not edit or modify the work except to meet the style and graphic requirements of the individual media involved.

7.6.5 The publisher shall include the following notation with any publication of the work:

A. Conference Paper

Reproduced with permission from NACE International, Houston, TX. All rights reserved. Author(s), Paper NUMBER presented at CORROSION YEAR, City, State. © NACE International FIRST YEAR OF PUBLICATION.

B. Journal Article

Reproduced with permission from NACE International, Houston, TX. All rights reserved. Author(s) name, Article title, Journal title, Vol. no., Issue no., and publication year. © NACE International FIRST YEAR OF PUBLICATION.

C. Magazine Article

Reproduced with permission from NACE International, Houston, TX. All rights reserved. Author(s) name, Article title, Magazine title, Vol. no., Issue no., and publication year. © NACE International FIRST YEAR OF PUBLICATION.

D. Standards

STANDARDS/TECHNICAL COMMITTEE REPORT NAME. © NACE International YEAR. All rights reserved by NACE. Reprinted with permission. NACE standards are revised periodically. Users are cautioned to obtain the latest edition; information in an outdated version of the standard may not be accurate.

7.6.6 The publisher shall include full bibliographic citations of or references to the original NACE International source, where applicable.

7.6.7 Publisher shall obtain a copy of the original work directly from NACE International and shall not utilize copies of the work from other sources, including the author(s).

7.6.8 To the extent the work is published on a Web site as authorized, the work shall be posted in a file format that does not allow the content of the work to be easily copied from the Web site or changed.

7.6.9 As between NACE International and the publisher, the publisher acknowledges that NACE International owns all rights in the works.

7.6.10 Publisher shall not be entitled to any compensation for its efforts in promoting the work.

7.6.11 The work is provided “as is.” All express or implied covenants, conditions, representations, or warranties, including any implied warranty of merchantability or fitness for a particular purpose or conditions of accuracy, completeness, or quality and those arising by statute or otherwise in law, are hereby disclaimed.

7.6.12 In no event will NACE International be liable for any direct, indirect, punitive, special, incidental, or consequential damages in connection with or related to this agreement (including loss of profits, use, data, or other economic advantage), howsoever arising.

7.6.13 The agreement and the rights granted may be terminated immediately by NACE International upon breach of agreement by the publisher. Unless earlier terminated, the agreement and the rights granted will automatically terminate 6 months from the date of approval. If the work has not been published within that time period, a new agreement must be obtained.

7.6.14 Publisher may not, directly or indirectly, sell, assign, sublicense, lease, rent, distribute, or otherwise transfer the agreement or any rights granted without the prior written consent of NACE International.

7.6.15 If any provision of the agreement is found to be unenforceable, then the agreement shall be deemed to be amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent. The remainder of the agreement shall not be affected by such modification.

7.6.16 The agreement does not create, and shall not be construed to create, any employer-employee, joint venture, or partnership relationship between the parties. No officer, employee, agent, servant, or independent contractor of either party shall at any

time be deemed to be an employee, servant, agent, or contractor of any other party for any purpose whatsoever.

7.6.17 The agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas, without regard to the choice of law provisions of that State.

7.6.18 The agreement shall only be effective if signed by authorized representatives of both parties. The agreement constitutes the entire Agreement between the parties with respect to the subject matter of the agreement. Any change, modification, or waiver must be in writing and signed by authorized representatives of both parties.

8.0 Pay Per Use and Annual Licenses

8.1 NACE International has partnered with the Copyright Clearance Center (CCC) to provide an online solution (RightsLink®) for third-parties to obtain pay-per-use and annual permissions. (See: <http://www.copyright.com/>)

8.2 Pay per use services allow options for corporations and universities to use and share content from *Materials Performance* and *CORROSION* journal. NACE International offers two types of pay per use licenses:

8.2.1 Business pay per use

Allows corporations to photocopy articles, e-mail online articles or PDFs, post digital content on a corporate Web site, intranet, and extranet, print Web-based and other digital content, republish content in a newsletter, book, or journal, and scan printed material into digital form when an electronic version is not readily available.

8.2.2 Academic pay per use

Allows academic institutions to photocopy articles for use in course packets and classroom handouts, use and share information in library reserves, interlibrary loan, and document delivery services, post and share content electronically in e-reserves, course management systems and course packs, distribute content via e-mail or post on the intranet, Internet, and external sites, and republish an article in books, journals, and newsletters.

8.3 Annual licenses allow for comprehensive coverage for corporations and universities to share information. NACE International offers two types of annual licenses:

8.3.1 Business annual license

Allows corporations to obtain rights to share content from journal and magazines, minimize copyright infringement risk, and allows employees to exchange information across geographic borders.

8.3.2 Academic annual license

Allows academic institutions to use content for e-reserves and learning management system postings, course packs and classroom handouts, campus-wide e-mail and administrative photocopying, and for research and scholarly collaboration.

***The NACE International Copyright Policy has been most recently updated on
January 27, 2016.***