



European Journal of Legal Studies

Publication Ethics and Malpractice Statement

1. Editorial Board

The European Journal of Legal Studies (EJLS) is a double-blind peer-reviewed, open-access online journal founded in 2007 and managed by LL.M. and Ph.D. researchers of the Department of Law of the European University Institute. EJLS is governed by an Editorial Board composed of Editors who simultaneously act as Reviewers of the Journal. The EJLS Editorial Board is supported by a Departmental Advisory Board composed of four professors of the Department of Law of the European University Institute (EUI). The EJLS is also supported by doctoral researchers of the EUI Department of Political and Social Sciences acting as external reviewers. The full names of the Editors and their affiliation are public and available at the following link: <http://ejls.eu/board/>.

The Editorial Board is located at the Law Department of the European University Institute in Florence:

European Journal of Legal Studies
c/o EUI, Law Department,
Villa Salviati, Via Bolognese 156,
50139 Florence – Italy

2. Peer-review Process

The EJLS has a rigorous and transparent editorial policy to ensure contributions meet the highest academic standards. The article review procedure is guided by the principles of impartiality and anonymity, with each article subjected to a double-blind peer-review.

Submissions are first screened by the EJLS' Managing Editors, who notify authors within three days from submission as to whether their work has been passed on for peer-review, or rejected. The screening by the Managing Editors assesses whether the article corresponds to the subject matter of the EJLS, whether the length of the article does not exceed the maximum word count and whether it meets the minimum standards of academic writing and publishing. Moreover, the screening also verifies the presence of a research question and legal claim or argument. If an article is rejected at the screening stage, the author will be notified about the grounds of such rejection.



If the article is passed on for peer-review, it will be anonymized by the Managing Editors and forwarded to the Heads of Section who assign the paper to a Review Committee made up of two internal reviewers with specific competence in the subject matter covered by the article under review. When there are no available internal reviewers within the Editorial Board with expertise in the subject matter of the article, one or both internal reviewers may be replaced with external reviewers who are experts in the field. The Review Committee then has 2 weeks to evaluate the quality of the article and submit a written report to the Editorial Board, recommending either publication without changes, publication subject to suggested changes or the rejection of the contribution. To ease and standardise the review process, reviewers are provided with a template that guides them throughout the evaluation of the article concerned with precise questions and a grading scale. The entire review process, from submission to final decision, should take no longer than one month, unless special circumstances, such as the search for an external reviewer, require it.

After peer-review, authors are informed of the status of their submission and, depending on the assessment of the article, may be presented with a list of suggestions for improvement or with the reasons for its rejection. The Managing Editors will liaise with the author to secure anonymity, and provide any assistance the author may require in finalising the article for publication. The author will be given a specified time-frame by the responsible Managing Editor in which to make changes before resubmission, including changes related to citation style. As a general guideline, this should be no more than one month from receipt of the decision, unless a deadline for extension is explicitly required by the author and approved by the Managing Editors.

After being accepted for publication, the articles are forwarded to the Executive Editors, who are responsible for proof-reading, editing and formatting all articles that successfully pass the review process. At this stage of the publication process, authors may be requested to correct substantive errors, to implement further editorial changes and/or to submit their article to professional proof-reading and language correction by a native speaker, before the submission will be published.

3. Duties of Editors and Reviewers

- **Publication decision:** The outcome of the double-blind peer-review process determines whether a submission will be published as an article in the EJLS. The decision-making and publication process is committed to the values of freedom of expression, pluralism, independence, integrity, and responsibility. The



outcomes of editorial decisions are communicated to authors in a transparent fashion.

- **Fair play and confidentiality:** Editorial decisions are based on fair and confidential procedures.
- **Disclosure and conflicts of interests:** Reviewers and Editors must disclose any potential conflict of interest.
- **Expertise:** Editors and Reviewers are legal or social science scholars with particular expertise in the field of the submitted articles.
- **Contribution to editorial decision:** The Reviewers' double-blind peer-reviews assess the quality of the submitted article and inform the editorial decision-making.
- **Promptness, confidentiality, anonymity:** The Reviewers provide prompt, confidential and high-quality reviews, fully respecting the anonymity of the double-blind review process.
- **Standards of objectivity and acknowledgement of source:** The reviews are based on an objective assessment of the quality of the submitted article relying on standard criteria of legal scholarship such as
 - (a) originality
 - (b) quality of argument;
 - (c) legal and factual accuracy;
 - (d) topicality;
 - (e) structure and style of writing; and
 - (f) adequate referencing of the article.

Reviewers also actively check articles for potential plagiarism and ensure the acknowledgement of all sources. Authors sign a declaration of honour, which certifies their authorship and compliance with the principles of academic writing and research and publication ethics (see annex 1).

- **Corrections, clarifications, retractions, apologies, withdrawals:** The Editorial Board is always willing to publish corrections, clarifications, retractions and apologies when needed. The final decisions on such publications are taken by the Editorial Board by simple majority upon consultation with the author.



4. Duties of Authors

- **Reporting standards & data access and retention:** Authors should report to the Editorial Board all relevant information in relation to their submitted article. In particular, they should disclose potential funding of the article or the underlying research project. Authors should also ensure the verifiability and replicability of their research and scientific data. To the extent that the consent of the data subjects has been obtained and their data-protection rights are sufficiently ensured through anonymization, the author should provide access to the scientific data pursuant to the principles of open data. Authors should inform the Editorial Board about specific reasons that might prevent them from fully disclosing their data and sources. The Editorial Board will duly take into account these case-specific reasons when deciding upon the publication of the article.
- **Originality, plagiarism and acknowledgment of sources:** Authors submit original articles that contribute in an innovative fashion to the existing academic literature. To avoid any possibility of plagiarism, authors must comply with the rules of academic writing and reference all relevant resources, text, data and ideas in conformity with the Oxford Standard for Citation Of Legal Authorities (OSCOLA) style. Authors shall sign a declaration of honour certifying their authorship and compliance with the rules of academic writing (see annex 1).
- **Authorship of the paper:** Authors must duly inform the Editorial Board about their identity as well as the identity of potential co-authors.
- **Multiple, redundant or concurrent publication:** Authors inform the Editorial Board about previous publications of the article, for instance in the form of working papers or academic articles. It is in principle possible to publish translated articles with the EJLS that have previously been published in another language. In this case, authors must duly inform the Editorial Board about the previous publication in another language and insert in their article a reference to the original version of the article. Upon acceptance of their submission by the Editorial Board, authors agree pursuant to the EJLS Copyright License Agreement (see annex 2) neither to submit nor to publish their article in another online journal during the period of one year starting from the date of publication in the EJLS. After expiration of this period, the publication of the same article in another journal, database or book must duly reference the EJLS as place of first publication. All articles are published in open access on the website of the EJLS, and are accessible via the EUI Repository CADMUS and HeinOnline.



- **Disclosure and conflicts of interest:** Authors must duly disclose any potential source of conflict of interest related to their article or research project to the Editorial Board. Authors shall disclose in their article any relevant information about financial support of their research project.
- **Fundamental errors in published works:** The accuracy of the article is the responsibility of the author(s). Should there be fundamental errors in published articles, authors must provide corrigenda to EJLS. Authors are also responsible for language corrections. As a condition for publication, authors may be requested to correct substantive errors, to implement further editorial changes and/or to submit their article to professional proof-reading and language correction by a native speaker, before the submission will be published.
- **Research ethics and integrity:** The EJLS respects the highest standards of publication and research ethics and integrity. It adheres to the codes of conduct and best practices guidelines established by the Committee of Publication Ethics (<https://publicationethics.org/resources/code-conduct>). Authors are required to comply with the principles set out in the European Code of Conduct for Research by the European Science Foundation and ALLEA (<http://www.allea.org/allea-publishes-revised-edition-european-code-conduct-research-integrity/>), as well as with in the Code of Ethics in Academic Research by the EUI (<http://www.eui.eu/ServicesAndAdmin/DeanOfStudies/GoodPracticeinAcademicResearch.aspx>). Authors may be required to submit an official report of the Ethics Committee of their home institution, which certifies the compliance of the publication with the standards of research and publication ethics. Non-compliance with the standards of research and publication ethics may entail a veto-decision on the publication or a withdrawal of the article. A veto or withdrawal decision is taken by a majority of the Editorial Board, subject to the anonymity of the author and in consultation with the European University Institute's Ethics Committee (<http://www.eui.eu/About/Organization/Committees/EthicsCommittee.aspx>). Before such a decision is taken, the author is consulted by the responsible Managing Editor who forwards the author's anonymized response to the Editorial Board.
- **Withdrawal and removal of the article:** Authors remain free to decide on the publication of their article with EJLS until the final acceptance of their articles for publication. By signing the EJLS Copyright License Agreement, authors agree to the publication of their article with the EJLS. Only under exceptional circumstances, such as fundamental errors, non-compliance with minimum



standards of academic publishing, multiple submissions, bogus claims of authorship, plagiarism, fraudulent use of data, violation of professional ethical codes, violation of legal requirements in force, or any other breach of academic or ethical standards can an article be temporarily withdrawn or completely removed from the EJLS website. The decision on withdrawal and removal of an article is taken by a majority of the Editorial Board, subject to the anonymity of the author. Before such a decision is taken, the author is consulted by the responsible Managing Editor who forwards the author's anonymized response to the Editorial Board. In case of a temporary withdrawal or complete removal, the content of the article in HTML and PDF format is removed from the EJLS website and replaced by HTML and PDF document stating the withdrawal and containing a link to the present policy document.

5. Copyright and Access

Upon final acceptance of a submitted article for publication, authors sign a Copyright License Agreement (annex 2) with EJLS. The authors retain the copyright on their article, but agree to a limited exclusivity clause pursuant to which they commit neither to submit nor to publish their article in to another journal, blog or any other platform during a period of one year starting from the date of publication with the EJLS. After expiration of this period, publication of the same article in another journal, database or book must duly reference the EJLS as place of first publication.

The EJLS is an open-access online journal. All articles can be accessed, viewed and downloaded online free of charge.

6. Archiving

All previous issues of the EJLS are archived and freely accessible on the EJLS website, on the EUI Repository CADMUS and on HeinOnline

7. Publishing schedule

The EJLS publishes two issues a year.

I hereby acknowledge that I have read and understood the EJLS Publication Ethics and Malpractice Statement and comply with all its provisions.

Author(s):

By: _____

Name: XXXXX



ANNEX I

Declaration of Authorship

I certify that I am the author of the work [INSERT SUBMISSION TITLE HERE]. I also certify that this is solely my own original work, other than where I have clearly indicated, in this declaration and in the article, what is the work of others.

I guarantee that I have obtained all permissions required for using any material from other copyrighted publications.

I certify that the research leading to the article complies with the standards of research and publication ethics as set out in the European Code of Conduct for Research by the European Science Foundation and ALLEA (<http://www.allea.org/allea-publishes-revised-edition-european-code-conduct-research-integrity/>), as well as in the Codes of Ethics in Academic Research by the European University Institute (<http://www.eui.eu/ServicesAndAdmin/DeanOfStudies/GoodPracticeinAcademicResearch.aspx>).

Author(s):

By: _____

Name:

Date:



ANNEX II

Copyright License Agreement

This COPYRIGHT LICENSE AGREEMENT ('**Agreement**') is made effective as of [Date] ('**effective date**') by and between [Author] ('**Licensor**') and the European Journal of Legal Studies ('**Licensee**'), and the parties hereto agree as follows:

I. Definitions

- 1.1. '**Licensed Work**' means the academic article or book review submitted by **Licensor** for publication in **Licensee's** journal, object of this **Agreement**, entitled [Title].
- 1.2. '**Claimant**' means someone suing **Licensee** over a matter in connection with the use of the **Licensed Work**.
2. Grant of License. **Licensor** grants **Licensee** a worldwide, non-revocable, exclusive, perpetual, royalty-free license to exercise the rights in the **Licensed Work**, including but not limited to the use, modification, translation, publication, reproduction and distribution of the **Licensed Work** as of the effective date.
 - 2.1. Acknowledgment. The name of the **Licensor** shall be acknowledged in any publications made by the **Licensee** when the **Licensed Work** is used.
 - 2.2. Use of **Licensed Work**. **Licensor** retains the right to use all or part of the content of the **Licensed Work** in future works of **Licensor**, commercial or non-commercial, including lectures, textbooks, reviews, articles and press releases, provided that the Licensee's citation (i.e. **name of the Licensee, issue and volume number, date of publication and page reference**) and notice of copyright are included.
 - 2.3. (a) For a **period of five (5) years** following the day of publication, **Licensor** agrees **not to publish** the **Licensed Work** in any other academic journal or edited volume. Publication of the **Licensed work** in **translated form** in any other academic journal or edited volume is allowed even before the expiry of this five year period, provided the entirety of the **Licensed Work** is translated to a language other than the one in which it is published in EJLS, and that the



subsequent publication mentions that the Licensed Work is forthcoming, or was first published, in EJLS.

(b) Notwithstanding the restrictions agreed on in section (a), Licensor shall be free to publish the Licensed Work on their **personal or academic webpage and/or online platforms** intended for the dissemination of academic work, including but not limited to SSRN, Researchgate and Academia.edu, **provided that both** (i) only the Online First or Final versions of the Licensed Work may be published; **and** (ii) any subsequent publication mentions that the Licensed Work is forthcoming, or was first published, in EJLS. In case of doubt, Licensor shall consult with the Managing Editor of EJLS before proceeding with the publication.

3. **Licensee's Obligation to Publish.** The **Licensee** agrees to publish the **Licensed Work** as soon as possible in an issue of the European Journal of Legal Studies, or as otherwise agreed with **Licensor**. During the formatting stage, the **Licensor** may be required to submit their **Licensed Work** to proofreading by a native speaker and/or implement further editorial changes at the request of the Executive Editors, before the **Licensed Work** will be published.
4. **Termination**
 - 4.1. **Termination.** This agreement shall be terminated if either party breaches any of its obligations arising under this agreement or if any warranty or representation made under this agreement fails to be true and correct.
 - 4.2. **Exemptions.** In case the agreement is terminated and the **Licensee** has published or is about to publish an issue, the **Licensee** shall have the right to maintain or include the **Licensed Work** in its website and in any other means of publication that have been or are about to be used.
5. **Representations, Warranties and Disclaimer**
 - 5.1. **Right to license.** **Licensor** warrants that it has the full right and authority to grant the license hereunder.
 - 5.2. **Copyright infringement.** **Licensor** warrants that the **Licensed Work** does not infringe any other copyright or proprietary right and has obtained all necessary permissions and delivered them to **Licensee** to use any copyrighted material.
 - 5.3. **First publication.** **Licensor** warrants that the **Licensed Work** has never been published before.



6. Indemnification. **Licensors** agree to fully indemnify **Licensee** for any reasonable costs and expenses that **Licensee** may suffer in connection with the use of the **Licensed Work** due to any breach of representation or warranty made by **Licensors**.

6.1. **Licensors** shall have the right to assume the defense as it considers appropriate either if **Licensors** reasonably believe that **Licensee** fails to undertake or continue the defense in a reasonable manner or if **Claimant** accepts **Licensors** as the defendant and relieves **Licensee** of all liability in connection with any claims arising out of **Licensee's** use of the **Licensed Work**.

7. Miscellaneous

7.1. If any provision of this **Agreement** is unenforceable or invalid under applicable law, it shall not invalidate any other provisions provided in this **Agreement**.

7.2. This **Agreement** constitutes the entire agreement between the parties regarding the **Licensed Work**. Any other communications shall not be binding, unless if it provides explicitly for a modification of this license and is signed by both parties.

In witness whereof, being duly authorized, the undersigned have executed this agreement.

European Journal of Legal Studies

Author(s):

By: 

By: _____

Name: Timothy Jacob-Owens

Name:

Title: Editor-in-Chief