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License

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By signing below, the Author acknowledges his/her agreement to the above provisions **and** to the terms and conditions stated in the attached "Terms of Agreement." The Author represents and warrants that he/she has completed all information on the attached "Terms of Agreement" accurately and thoroughly.

The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (eg, via pdf or jpeg) of an original signature. Any signature (including any electronic symbol or process attached to, or associated with, a contract or other record and adopted by a Party with the intent to sign, authenticate, or accept such contract or record) hereto or to any other certificate, agreement, or document related to this Agreement, and any contract formation or record-keeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the Maryland Uniform Electronic Transactions Act, or any similar state law based on the Uniform Electronic Transactions Act, and the parties hereby waive any objection to the contrary.

Each Author must sign a separate copy of this Agreement and submit it to the *AMWA Journal* Editor by e-mail (JournalEditor@amwa.org) or fax (888-281-0942).

Author:

Signed: _____ ...Date: _____

For Employer (only required if **Work made for hire/done in the course of employment**)

Signed: _____ ...Date: _____

Authorized Representative (Name, Title): _____

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2. United States of America (US) Government Works

If the Work is a US Government work, then the Author hereby certifies that the Author (or Authors, jointly and severally) was an officers or employee of the US Government at the time the Work was prepared and that the Work was prepared by the Author as part of his/her official government duties. The Publisher acknowledges that under the US Copyright Act of 1976, as amended, US copyright protection is not available for US Government works, which are considered to be in the public domain in the United States. The Publisher acknowledges that the Author's execution of this Agreement documents his/her permission to the Publisher to publish the Work and signifies that the Author agrees with all other terms of this Agreement, but does not convey an exclusive license to the Publisher to publish the Work. The Publisher acknowledges that Authors of US Government works may not be able to accept complimentary copies of their Work, or may only accept the complimentary copies on behalf of their employing agency, and the Publisher will follow the Author's preference with respect to providing complimentary copies.

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If the Work was prepared under a US Government contract or grant, the Publisher acknowledges that the US Government reserves a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use the Work for official US Government purposes only, and to authorize others to do so, if the US Government contract or grant so requires. However, such works will not be considered US Government works, as described above. On request, the Author will provide the Publisher with the contract number of the US Government contract or grant and/or copy of the contract.

4. Authors' Credit

Each Author will receive credit as an Author of the Work when it is published in the *AMWA Journal*; the form and placement of the credit will be determined by the Publisher. The Corresponding Author is

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The Editor and/or Publisher may copyedit the Work for clarity, brevity, accuracy, grammar, word usage, and conformity of style and presentation as the Editor and/or Publisher deems advisable for production and publication in the *AMWA Journal*. The Corresponding Author shall proofread proofs of the Work and indicate any proposed corrections or other changes and timely return them to the Publisher as directed, time being of the essence. The Publisher may charge to the Author the cost of making extensive text changes in proofs requested by the Corresponding Author at a rate of \$2.00 per line. If corrected proofs are not timely returned, the Publisher may proceed with the publication of the Work as it deems appropriate.

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This Agreement must be signed by or on behalf of all the copyright holders in the Work as a condition of publication. The Publisher makes no guarantee that the Work will be published in the *AMWA Journal*. If for any reason the Work is not published in the *AMWA Journal*, then all rights in the Work granted to the Publisher shall revert to the Author and this Agreement shall be of no further force and effect, and neither the Publisher nor the Author will have any obligation to the other with respect to the Work.

7. Dispute Resolution

In the event a dispute arises out of or relating to this Agreement, the parties agree to first make a good-faith effort to resolve such dispute themselves. If this effort fails, the parties shall engage in non-binding mediation with a mediator to be mutually agreed on by the parties. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, which the parties cannot settle themselves or through mediation shall be settled by arbitration in Montgomery County, Maryland, and administered by the American Arbitration Association in accordance with its then-existing Commercial Arbitration Rules. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered on it in accordance with applicable law in any court having jurisdiction thereof. The parties consent to, and waive any right to object to jurisdiction with respect to the resolution of disputes hereunder in Montgomery County, Maryland. In any legal action or other proceedings (including arbitration proceedings) between the parties, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs and expenses incurred in such action or proceeding, including without limitation, reasonable attorneys' fees and costs.

8. Governing Law

The validity, interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the State of Maryland without regard to its conflicts of laws/provisions that would give rise to the application of domestic substantive law of any other jurisdiction. Subject to Section 7, each party hereby consents to the jurisdiction and venue of the courts of the State of Maryland located in Montgomery County and of the US District Court of Maryland.

9. Counterparts; Facsimile

This Agreement may be executed in counterparts, each of which shall be deemed the original, all of which together shall constitute one and the same instrument. A faxed copy or other electronic copy of this Agreement shall be deemed an original, but the parties agree to forward a hard copy of their respective signatures to the other party promptly thereafter.

10. Electronic Signature Authorization

This transaction may be conducted by electronic means and the parties authorize that their electronic signatures act as their legal signatures of this Agreement. This Agreement will be considered signed by a party when his/her/its electronic signature is transmitted. Such signature shall be treated in all respects as having the same effect as an original handwritten signature. (The Author is not required to conduct this transaction by electronic means or use an electronic signature, but if the Author chooses to do so, then the Author's authorization is hereby given pursuant to this paragraph.)

11. Modification, Entire Agreement, Severability

No amendment or modification of any provision of this Agreement shall be valid or binding unless made in writing and signed by all parties. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, and representations. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

12. Independent Contractor Status

The parties expressly agree and acknowledge that the relationship created by this Agreement is one of independent contractor. The Publisher is not the employer of the Author, and the Author is not and will not be treated as an employee of the Publisher for federal tax purposes or any other purposes.

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