

## AMWA Journal Author Agreement & Copyright License



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and the American Medical Writers Association (Publisher) on the date listed below in this Agreement concerning a work (Work) titled \_\_\_\_\_

\_\_\_\_\_ written by the above-named Author for the *AMWA Journal*.

\* Each Author must sign and submit to AMWA a separate copy of this Agreement.

### Payment

The Author shall receive no payment for the Work submitted or published. AMWA has the sole and exclusive authority to determine whether or not to publish any/all of the Work submitted by the Author.

### License

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5. The undersigned Author shall defend, indemnify, and hold harmless the Publisher, its directors, officers, affiliates, employees, and successors from and against all damages, costs, or expenses, including reasonable attorney's fees and costs of settlement, incurred by the Publisher due to claims related to the Work or Third-Party Material appearing in the Work, including but not limited to claims of infringement of copyright and rights of privacy and publicity. If any legal proceeding shall be instituted, or any claim or demand made, against the Publisher, the Publisher shall provide the Author reasonable notice thereof. On receipt of such notice, the Author shall promptly, at his/her election and expense either (i) undertake the defense of such proceedings, claims, or demands through counsel of his/her choosing; or (ii) allow the Publisher to retain counsel (at the Author's expense) to defend such proceedings, claims, or demands. Further, the Author shall have the right to enter into and conclude settlement negotiations, provided that no settlement will be made that imposes any obligation(s) on the Publisher (other than the payment of money by the Author made on behalf of the Publisher), or that is prejudicial to the Publisher, without the Publisher's prior, written consent.
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  - to make translations and abstracts of the Work and to distribute them to the public;
  - to deposit the Work in online archives.

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7. The Author hereby grants to the Publisher a non-exclusive license for the full period of copyright throughout the world to (i) authorize or grant licenses to third parties to publish or otherwise use the Work on its own, or with other related material throughout the world, in printed, electronic or any other format or medium whether now known or hereafter devised; and (ii) create derivative works of the Work. It is understood and agreed by the Author that all right, title, and interest in and to such derivative works, including the copyrights, shall vest in and belong to the Publisher.

By signing this License, the Author warrants that he/she has the full power to enter into this agreement. This License shall remain in effect throughout the term of copyright in the Work and may not be revoked without the express written consent of both the Author and the Publisher.

This License shall be governed and construed in accordance with the laws of the State of Maryland without resort to the conflicts of laws principles thereof, and any dispute arising hereunder shall be resolved in the state and federal courts serving Montgomery County, Maryland.

8. Reproduction, posting, transmission, or other distribution or use of the final Work in whole or in part in any medium by the Author as permitted by this Agreement requires a citation to the AMWA Journal suitable in form and content as follows: (Author[s], Title of Article, AMWA Journal, Volume/Issue, and Pages, Copyright © [year], American Medical Writers Association, Publisher). Links to the final Work on the AMWA Journal website are encouraged where appropriate.
9. Retained Rights. Notwithstanding any provision of this Agreement, the Author (or as applicable, the Author's employer) retains all proprietary rights other than an exclusive license of copyright, such as patent rights, in any process or procedure described in the Work.

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): \_\_\_\_\_

**TERMS OF AGREEMENT**

**1. Warranties**

The Author (or Authors, jointly and severally) warrants and represents that (1) the Author has the full power and authority to enter into and execute this Agreement and to license the rights granted herein, and that such rights are not now subject to prior assignment, transfer, or other encumbrance; (ii) the Work is the original work of the Author (except for copyrighted material owned by any third party for which written permission has been obtained), has not been previously published in any form, and is not under consideration by any publisher other than the AMWA Journal; (iii) the Work does not infringe the copyright or violate any proprietary rights, rights of privacy or publicity, or any other rights of any third party, and does not contain any material that is libelous or otherwise contrary to law; (iv) all statements in the Work asserted as fact are either true or based upon generally accepted professional research practices, and no formula or procedure contained therein would cause injury if used in accordance with the instructions and/or warnings included in the Work; and (v) any studies on

which the Work is directly based were satisfactorily conducted in compliance with the governing standards or exempt from requirements. In the event that any of the foregoing warranties or representations are breached, the Author (or Authors, jointly and severally) shall indemnify and hold harmless the Editor, AMWA, AMWA

Journal, their affiliates, assigns, and licensees against any losses, liabilities, damages, costs, and expenses (including legal costs and expenses) arising from or resulting out of any claim or demand of any kind relating to such breach.

## **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.

## **3. Works Prepared Under US Government Contract or Grant**

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 responsible for providing the name and contact information of each Author to the Publisher to ensure accurate credit. Each Author grants the Publisher and its licensees and grantees the right to use such Author's name, likeness, biographical information, and professional credits on copies of the Work and the AMWA Journal and in connection with the exercise of any other of the Publisher's rights granted hereunder and in advertising, marketing, and promotion in connection therewith, and to grant such rights to any licensees or assigns of the Publisher's rights hereunder.

## **5. Copyediting; Proofreading**

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.

## **6. Termination**

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 goodfaith 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 nonprevailing 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.

#### **13. Warranties and Indemnification**

The Author (or Authors, jointly and severally) warrants to the Publisher that the article is original and that he/she is the sole author and has the full power to convey all rights that are granted and assigned in this Agreement and to make this agreement. The Author warrants that the copyright or any right or interest in the Work has not previously been assigned nor the Work published elsewhere and is not currently under consideration for publication elsewhere nor has been accepted for publication elsewhere, and further warrants that the Work does not infringe any valid copyright or other proprietary right of any other person, and further warrants that the Work contains no libelous, defamatory or other unlawful material, nor does it violate any proprietary rights nor invade the privacy rights or infringe the publicity rights of any third party. The Author further warrants that he/she is able and willing to produce the data on which this Work is based, should the Editor of the AMWA Journal or the Publisher request such data. The Author warrants that if the Work includes any copyrighted material not in the public domain, the Author will obtain the reprint permissions and provide them to the Publisher on or

about the time the Work is delivered to the Publisher. The Author agrees to hold the Publisher, its employees, and agents harmless from any claim, damages, legal fees, suit, or proceeding based on the grounds that the article infringes any valid existing copyright, intellectual property, or other proprietary right of any other person; contains libelous, defamatory, or other unlawful material; invades the privacy rights or infringes the publicity rights of any other person; and agree to indemnify the Publisher, its employees, and agents for reasonable expenses incurred in defending, settling, or otherwise responding to such claims. The Author agrees to indemnify and hold the Publisher and its agents and licensees harmless from any damages, costs, and expenses (including reasonable attorney's fees and costs of settlement) resulting by reason of any claim, action, or proceeding finally sustained or settled inconsistent with the foregoing warranties and representations.

#### 14. Author's Responsibilities

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