

MPublishing Model Journal Publishing Agreement
Author Copyright

The following is an agreement between

_____ (the “Author”)

and

_____ (the “Journal”)

which governs

_____ (the “Work”).

Whereas the parties desire to promote effective scholarly communication that promotes local control of intellectual assets, the parties for valuable consideration agree as follows.

A. AUTHOR’S GRANT OF RIGHTS

Author grants to the Journal, during the full term of copyright and any extensions or renewals of that term, the following:

1. An irrevocable non-exclusive right to reproduce, republish, transmit, sell, distribute, and otherwise use the Work in electronic and print editions of the Journal and in derivative works throughout the world, in all languages, and in all media now known or later developed.
2. An irrevocable non-exclusive right to create and store electronic archival copies of the Work, including the right to deposit the Work in open access digital repositories.
3. An irrevocable non-exclusive right to license others to reproduce, republish, transmit, and distribute the Work.

Copyright in the Work remains with the Author, or, in the case of multiple authors, with the authors as a group.

B. AUTHOR’S DUTIES

1. When distributing or re-publishing the Work, the Author agrees to credit the Journal as the place of first publication.
2. The Author agrees to inform the Journal of any changes in contact information.

C. AUTHOR’S WARRANTY

The Author represents and warrants that the Work is the Author’s original work and that it does not violate or infringe the law or the rights of any third party and, specifically, that the Work contains no matter that is defamatory or that infringes any literary or proprietary rights, intellectual property rights, or any rights of privacy. The Author also warrants that he or she has the full power to make this agreement, and if the Work was

prepared jointly, the Author agrees to inform the co-Authors of the terms of this Agreement and to obtain their signature to this Agreement or their written permission to sign on their behalf. The Author indemnifies the Publisher against any losses and other expenses, including reasonable attorney's fees, after final judgment of any claim or action against any or all of these warranties.

D. JOURNAL'S DUTIES

In consideration of the Author's grant of rights, the Journal agrees to publish the Work acknowledging the Author as owner of the copyright and attributing the Work to the Author.

E. INDEMNITY

Each party shall defend, indemnify and hold harmless the other party, its board members, officers, employees, and agents from and against any costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney fees, which may arise out of the other party's acts or omissions under this Agreement for which the indemnifying party would be liable in law or equity.

The indemnifying party shall keep the other reasonably apprised of the continuing status of the claim, including any proceedings resulting from it, and shall permit the other party, at its expense, to participate in the defense or settlement of the claim. When a claim is resolved by the indemnifying party's payment of money, it shall have final authority regarding defense and settlement. When a claim resolution requires equitable relief against the non-indemnifying party or the indemnifying party has not or will not pay the money required for resolution, the parties shall cooperate regarding defense and settlement.

F. ENTIRE AGREEMENT

This agreement reflects the entire understanding of the parties. This agreement may be amended only in writing by an addendum signed by the parties. Amendments are incorporated by reference to this agreement.

ACCEPTED AND AGREED:

Author: _____ Date: _____

Co-author: _____ Date: _____

Journal Representative: _____ Date: _____

Contact information

Author	
Permanent Address	
Telephone	
Email	

Co-author	
Permanent Address	
Telephone	
Email	

Journal Representative	
Permanent Address	
Telephone	
Email	