

MPublishing Model Journal Publishing Agreement  
Copyright Transfer

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. TRANSFER OF COPYRIGHT**

The Author transfers and assigns to the Journal, during the full term of copyright and any extensions or renewals of that term, all copyright in and to the Work, including but not limited to the right to publish, 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, and to license or permit others to do so.

**B. AUTHOR’S RETAINED RIGHTS**

Notwithstanding the above, the Author retains all proprietary rights other than copyright, such as patent rights, in any process, procedure or article of manufacture described in the Work.

The Journal grants back to the Author the following distinct rights:

1. The non-exclusive right to use, reproduce, distribute, publicly perform, and publicly display the Work in any medium in connection with the Author’s academic and professional activities, including but not limited to teaching, conference presentations, and lectures.
2. The non-exclusive right to create derivative works from the Work.
3. The non-exclusive right to make full use of the Work in future research and publications, including the right to republish the Work in whole or in part in any book the Author may write or edit after the Work has appeared.
4. The non-exclusive right to authorize others to make any non-commercial use of the Work.
5. The non-exclusive right to make both the pre-print and the final published version available in digital form over the Internet, including but not limited to a website under the control of the Author or the Author’s employer, or

through open access digital repositories such as those maintained by institutions, scholarly societies, or funding agencies.

**C. AUTHOR'S DUTIES**

When distributing or re-publishing the Work as authorized above, the Author agrees to credit the Journal as the place of first publication.

**D. 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 written permission to sign on their behalf. The Author agrees to hold the Journal harmless from any breach of the aforesaid representations.

**E. JOURNAL'S DUTIES**

In consideration of the Author's grant of rights, the Journal agrees to publish the Work, attributing the Work to the Author.

**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 BY THE CORRESPONDING AUTHOR ON BEHALF OF ALL AUTHORS CONTRIBUTING TO THIS WORK:

Author: \_\_\_\_\_ Date: \_\_\_\_\_

Journal Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Contact information

Author	
Permanent Address	
Telephone	
Email	

Journal Representative	
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Email	