

License Agreement

PUBLICATION AGREEMENT AND COPYRIGHT LICENSE

This is a publication agreement and copyright license ("Agreement") regarding a written manuscript currently entitled,

_____, (manuscript title) ("Article")

to be published in _____ Publications Online (www.pub-online.org) _____. ("Journal")

The parties to this Agreement are:

_____, (corresponding author),

_____ ,

_____ (individually, or

if more than one author, collectively, "Author"), and

_____ Robert ROSZAK _____ ("Publisher") .

1. LICENSE OF COPYRIGHT

1.1 Public License. The Author and the Publisher agree that the Author may grant a Creative Commons copyright license in the Article to the general public. The Publisher has indicated which Creative Commons licenses the Publisher is willing to allow the Author to grant by checking and initialing the appropriate boxes in the "Publisher" column in the table below. The Author must check one and only one box below and write Author's initials in the adjacent space to indicate which, if any, Creative Commons License the Author grants.

PUBLISHERAUTHORPUBLIC LICENSE _____ Creative Commons Attribution 2.5 License, which is incorporated

herein by reference and is further specified at

<http://creativecommons.org/licenses/by/2.5/legalcode> _____ Creative Commons Attribution-Non-Commercial 2.5 License,

which is incorporated herein by reference and is further specified at

<http://creativecommons.org/licenses/by-nc/2.5/legalcode>. _____ Creative Commons Attribution Non-Commercial Share Alike 2.5

License, which is incorporated herein by reference and is further

specified at <http://creativecommons.org/licenses/by-ncsa/2.5/legalcode>

_____ Creative Commons Attribution Non-Commercial No Derivatives

2.5 License, which is incorporated herein by reference and is further

specified at <http://creativecommons.org/licenses/by-ncnd/2.5/legalcode>.

_____ Author does not grant a Creative Commons License as part of this Agreement.

1.2 If not already granted in paragraph 1.1 of this Agreement, the Author grants to the Publisher a royalty-free, worldwide nonexclusive license to publish, reproduce, display, distribute, and use the Article in any form, either separately or as part of a collective work, including but not limited to a nonexclusive license to publish the Article in an issue of the Journal, copy and distribute individual reprints of the Article, authorize reproduction of the entire Article in another publication, and authorize reproduction and distribution of the Article

or an abstract thereof by means of computerized retrieval systems (such as Westlaw, Lexis and SSRN). The Author retains ownership of all rights under copyright in the Article, and all rights not expressly granted in this Agreement.

1.3 The Author grants to the Publisher the power to assign, sublicense or otherwise transfer any and all licenses expressly granted to the Publisher under this Agreement.

1.4 Republication. The Author agrees to require that the Publisher be given credit as the original publisher in any republication of the Article authorized by the Author. If the

Publisher authorizes any other party to republish the Article under the terms of paragraphs 1.2 and 1.3 of this Agreement, the Publisher shall require such party to ensure that the Author is credited as the Author.

2. EDITING OF THE ARTICLE

2.1 The Author agrees that the Publisher may edit the Article as suitable for publication in the Journal. To the extent that the Publisher's edits amount to copyrightable works of authorship, the Publisher hereby assigns all right, title, and interest in such edits to the Author. The Publisher agrees to publish the Article subject to the understanding that the Article will not be published in the Journal unless, in its final form, the Article is acceptable to both the Author and the Publisher.

3. PUBLISHER'S COVENANT

3.1 The Publisher promises to send to the Author, within a reasonable time after the Article has been published, an electronic copy of the published version of the Article if the Publisher has such a copy within its possession, custody or control at or about the time of publication, and as part of the Publisher's normal publishing operations.

3.2 If the Publisher is unable to send to the Author an electronic copy of the Article under the terms of paragraph 3.1 of this Agreement, the Publisher promises to send to the Author a copy of the final electronic file supplied by the Publisher

to Publisher's printer within a reasonable time after the Article has been published.

4. WARRANTIES

4.1 The Author represents and warrants that to the best of the Author's knowledge the Article does not defame any person, does not invade the privacy of any person, and does not in any other manner infringe upon the rights of any person. The Author agrees to indemnify and hold harmless the Publisher against all such claims.

4.2 The Author represents and warrants that the Author has full power and authority to enter into this Agreement and to grant the licenses granted in this Agreement.

4.3 The Author represents and warrants that the Article furnished to the Publisher has not been published previously. For purposes of this paragraph, making a copy of the Article accessible over the Internet, including, but not limited to, posting the Article to a database accessible over the Internet, does not constitute prior publication so long as the as such copy indicates that the Article is not in final form, such as by designating such copy to be a "draft," a "working paper," or "work-in-progress". The Author agrees to hold harmless the Publisher, its licensees and distributees, from any claim, action, or proceeding alleging facts that constitute a breach of any warranty enumerated in this paragraph.

5. TERM

5.1 This Agreement shall remain in effect for as long as copyright protection subsists in the Article.

6. PAYMENT

6.1 The Author agrees and acknowledges that the Author will receive no payment from the Publisher for use of the Article or the licenses granted in this Agreement. The Publisher will publish the Article and will provide the Author with free copies of the bound issue in which the Article appears and free reprints of the Article as per its normal policy. The Author will have the opportunity to order additional reprints at the Author's expense before the issue containing the Article goes to press.

6.2 The Publisher agrees and acknowledges that the Publisher will not receive any payment from the Author for publication by the Publisher.

7. ENTIRE AGREEMENT

7.1 This Agreement supersedes any and all other agreements, either oral or in writing, between the Author and the Publisher with respect to the subject of this Agreement. This Agreement contains all of the warranties and agreements between the parties with respect to the Article, and each party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except those warranties and agreements embodied in this Agreement.

I HAVE READ AND AGREE FULLY WITH THE TERMS OF THIS AGREEMENT.

AUTHOR:

Signed: _____ Date: _____
 Signed: _____ Date: _____
 Signed: _____ Date: _____
 Signed: _____ Date: _____

PUBLISHER:

Signed: _____ Date: _____