

# PUBLICATION AGREEMENT

## The American Naturalist

**From:** Daniel I. Bolnick, Editor, *The American Naturalist*

**To:**

**Contribution:**

The University of Chicago, on behalf of The University of Chicago Press ("the Press"), is pleased to consider for publication your contribution identified above ("the Contribution"), in its journal ("the Journal"), *The American Naturalist*.

In consideration of the publication of your Contribution, we ask you to assign the copyright to the Press, thus granting us all rights in the Contribution. The Press, in turn, grants to you as author several rights described herein and in the Guidelines for Journal Authors' Rights After Acceptance available on the Web site of the Press (as in effect from time to time, the "Guidelines"). The Press may amend the Guidelines at any time with or without notice to you, and your rights in the Contribution shall be governed by this agreement and the Guidelines in effect at the time of your proposed use. You will receive no monetary compensation from the Press for the assignment of copyright and publication of the Contribution. By signing below, you and the Press agree as follows:

### Copyright Assignment:

The Press undertakes to publish the Contribution, subject to approval by the editor(s), in its Journal named above. In consideration of such publication, you hereby grant and assign to the Press the entire copyright in the Contribution, including any and all rights of whatever kind or nature now or hereafter protected by the copyright laws of the United States and of all foreign countries, in all languages and forms of communication. It is understood that the copyright to the Contribution has not been registered with the Library of Congress, but that in the event such registration has taken place you will promptly transfer the copyright registration to the Press. If the Contribution is deemed unacceptable for Publication, you will be notified and all rights will revert to you.

### Grant of Rights to Author:

The University grants to you the following non-exclusive rights, subject to your giving proper credit to the original publication of the Contribution in the Journal, including reproducing the exact copyright notice as it appears in the Journal:

- (i) to reprint the Contribution, in whole or in part, in any book, article, or other scholarly work of which you are the author or editor,
- (ii) to use the Contribution for teaching purposes in your classes, including making multiple copies for all students, either as individual copies or as part of a printed course pack, provided that these are to be used solely for classes you teach,

Please complete, sign, and date this agreement, and return it to the editor(s) by mail, fax, or email, retaining a copy for your files. An electronic signature may be used. You agree that an electronic signature shall be valid and binding for all purposes, and hereby waive any objection to use of an electronic version of this agreement as a substitute for the original for any legally recognized purpose. *All joint authors must sign, each on a separate form if necessary.*

### AUTHOR SIGNATURE:

*Tom Miller*

Name: \_\_\_\_\_ Date: \_\_\_\_\_  
(Please print or type)

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

- (iii) to post a copy of the Contribution on your personal or institutional Web server, provided that the server is non-commercial and there are no charges for access, and
- (iv) to deposit a copy of the Contribution in a non-commercial data repository maintained by an institution of which you are a member, after the embargo period identified in the Guidelines and provided all relevant conditions described in the Guidelines have been met.

The rights granted in clauses (i) and (ii) above are intended to benefit the original creators of the Contribution only. Accordingly, if you claim ownership of or rights in the Contribution because it was created by your employee or as a work made for hire, as defined in the Copyright Act, the rights granted in clauses (i) and (ii) above shall not apply to you, and you must contact the Press for permission to make these uses.

### Warranties and Indemnifications:

You warrant to the Press as follows:

- (i) that the Contribution is your original work;
- (ii) that it contains no matter which is defamatory or is otherwise unlawful or which invades rights of privacy or publicity or infringes any proprietary right (including copyright);
- (iii) that you have the right to assign the copyright to the Press and that no portion of the copyright to the Contribution has been assigned previously; and
- (iv) that the Contribution has not been published elsewhere in whole or in part (except as may be set out in a rider annexed hereto and signed by the Press) and that no agreement to publish is outstanding other than this agreement.

You agree to indemnify and hold the Press harmless against any claim arising from or related to the breach or inaccuracy of any of the warranties listed above.

### Requirements for Publication:

You agree to prepare and revise the Contribution according to the instructions of the editor(s) and to meet all other requirements for publication communicated to you by the editor(s) or the Press. It is your responsibility to determine whether the Contribution includes material that requires written permission for publication in the Journal, including any material that is supplementary or ancillary to the Contribution; to obtain such permission, at your own expense, from the copyright owner; and to submit that permission to the editor(s) with the manuscript.

### FOR THE UNIVERSITY OF CHICAGO:



Garrett Kiely  
Director, The University of Chicago Press

Please return to:

*The American Naturalist*  
University of Chicago Press  
1427 E. 60th St.  
Chicago, IL 60637 USA  
Fax: (773) 753-4247  
Email: amnat@press.uchicago.edu

## PUBLICATION AGREEMENT—ALTERNATE SIGNATURE FORM

Use this form only if you belong to one of the categories below. All other authors should sign the Publication Agreement. Return the completed form with the Publication Agreement by mail, fax, or email, retaining a copy for your files.

Contribution: \_\_\_\_\_

**U.S Government employees:** Your signature below indicates that you were an employee of the United States Government at the time the Contribution was prepared and its preparation was undertaken as part of your official duties. Accordingly, you agree to the terms of the attached Publication Agreement with the exception of the section entitled Copyright Assignment, which does not apply to you.

Institution or Agency: \_\_\_\_\_  
(Please print or type)

Signature of author or agency representative: \_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_  
(Please print or type)

**Please note that in the case of a Contribution jointly authored by government employees and non-government employees, only the government employees should sign this form; all non-government authors should sign the Publication Agreement.**

**Work made for hire:** Your signature below indicates that the Contribution was prepared as a “work made for hire” on your behalf and you are thereby entitled to grant and assign copyright as requested in the Publication Agreement. You understand that the rights granted in clause (i) and (ii) of the Grant of Rights to Author do not apply to you.

Employer: \_\_\_\_\_  
(Please print or type)

Signature of employer representative: \_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_  
(Please print or type)

Title: \_\_\_\_\_  
(Please print or type)

**Author signing on behalf of joint author(s):** Your signature below indicates that you have assigned copyright in the Contribution on behalf of the joint author(s) named below. You warrant that you have been granted by each such joint author the authority to act as his or her agent in this behalf and indemnify the Journal, its sponsor (if applicable), and the University of Chicago Press from any claim arising from the breach or inaccuracy of this warranty. It is your responsibility to communicate the terms of publication to each author named below.

Names of joint author(s): \_\_\_\_\_  
(Please print or type)

Your signature: \_\_\_\_\_

Your name: \_\_\_\_\_ Date: \_\_\_\_\_  
(Please print or type)