



Please select the Journal for your copyright transfer from the drop-down list or type the journal's name in the space provided.

Journal

MANUSCRIPT NUMBER

FIRST AUTHOR

AGREEMENT

Aggreement made on (date) ___/___/200___ between Landes Bioscience and: (print or type name below)

hereinafter Author, with respect to Author's written work provisionally titled: (print or type title below)

hereinafter the Contribution intended for publication in the journal title indicated at the top of this form, hereinafter referred to as the Journal.

Transfer of Copyright: Author transfers and assigns to Landes Bioscience all right, title, and interest of every kind in and to the copyright of the Contribution for the full term of copyright throughout the world, together with all exclusive rights comprised in such copyright and remedies as afforded by law (for United States Government employees, to the extent allowable by law), including, without limitation, the exclusive right: to register the copyright in the name of Landes Bioscience; to reproduce, publish, transmit, distribute, and publicly display and perform copies of the Contribution or excerpts therefrom, in any format or medium, and by any method, device, or process, now known or later conceived or developed; to prepare translations and other derivative works based on the Contribution; and to license, transfer, or assign to others any or all of the rights comprised in the copyright in the Contribution.

The publisher makes no guarantee that the Contribution will be published in the Journal. If, for any reason, the Contribution is not published in the Journal, all rights in the copyright in the Contribution shall revert to the Author, and this Transfer shall be of no further force and effect and neither Landes Bioscience/Eurekah.com or the Author will have any obligation to the other with respect to the Contribution.

License to Author: Landes Bioscience/Eurekah.com grant back to the Author the non-exclusive rights to (a) use of all or part of the Contribution (after publication in the Journal) in any book or article written by the Author(s) including doctoral theses and (b) make photocopies of all or part of the Contribution for use by the Author(s) in classroom teaching. As a condition for this license to the Author(s), all such books and articles containing the Contribution or any part thereof, and all photocopies of the Contribution or any part thereof, must include the copyright notice that appears on the issue of the Journal in which the Contribution is first published and a full citation of the Journal.

Landes Bioscience acknowledges that Author retains the right to provide a copy of the final manuscript to the NIH upon acceptance for Journal publication, for public archiving in PubMed Central as soon as possible but no later than 12 months after publication by Journal.

Author's Duties: (a) if the Contribution contains copyrighted material not owned by the Author, then the Author shall obtain written permission from the copyright owner, in a form acceptable to Landes Bioscience, to include such copyrighted material in the Contribution and to reprint it in the Journal, and shall deliver such written permission to Landes Bioscience together with delivery of the manuscript of the Contribution. (b) Landes Bioscience may copyedit the Contribution as necessary in order to prepare it for production and publication in the Journal. The Author will proofread and correct the edited manuscript, and, if forwarded, the proofs of the Contribution and shall return them in a timely manner as directed. If corrected proofs are not returned in a timely manner, Landes Bioscience may proceed with the publication of the Contribution as it deems appropriate. (c) This transfer must be signed by the Author and delivered to Landes Bioscience as a condition for publication of the Contribution in the Journal.

Warranties: The Author warrants and represents that (a) the Contribution has not been previously published, is not in the public domain, and is the original work of the Author(s) (except for excerpts from copyrighted material owned by others and included with the written permission of the copyright owner); (b) Author is the owner of all right, title, and interest of every kind in and to the copyright of the contribution, and has the full power, and authority to transfer and assign the copyright to the Publisher; (c) the Contribution does not infringe the copyright or any other proprietary right of any party; (d) the Contribution contains no material that is defamatory, violates any right of privacy, or is otherwise contrary to law; (e) all statements in the Contribution asserted as facts are based upon reasonable research for accuracy; and (f) no formula or procedure contained in the Contribution would cause injury if used in accordance with the instructions and/or warnings contained in the Contribution.

Author Signature

Landes Bioscience