

KU (UNIVERSITY OF KANSAS) TREATISE ON INVERTEBRATE PALEONTOLOGY
PALEONTOLOGICAL INSTITUTE
LICENSE TO PUBLISH SCHOLARLY WORK

Publication License Agreement

This Publication License Agreement (“this Agreement”) is regarding a written manuscript currently entitled _____ (*manuscript title*) (“the Work”) submitted to be published in the UNIVERSITY OF KANSAS TREATISE ON INVERTEBRATE PALEONTOLOGY (“the Journal”) by the UNIVERSITY OF KANSAS (“the Publisher”).

The undersigned Author, on behalf of themselves and any other authors of the Work, hereby agrees to the terms set forth herein:

1. By signing this Agreement, Author represents and warrants that Author is signing on behalf of all authors of the Work, and that Author has the authority to act as their agent for the purpose of entering into this Agreement.
2. Author hereby grants the Publisher a worldwide, royalty-free, non-exclusive, irrevocable license to publish the Work under a [Creative Commons Attribution-NonCommercial-NoDerivatives 4.0 International \(CC BY-NC-ND 4.0\)](https://creativecommons.org/licenses/by-nc-nd/4.0/) license and grants the same CC BY-NC-ND 4.0 license to the general public. The CC BY-NC-ND 4.0 license is set forth at <http://creativecommons.org/licenses/by/4.0/legalcode> (summary available at <https://creativecommons.org/licenses/by-nc-nd/4.0/>) (the “License”) and incorporated herein by reference. This license includes the rights of the University to (a) publish the Work, in whole or part, in the KU Treatise on Invertebrate Paleontology, its reprints, and any future revisions and other Paleontological Institute-related documents and publications in whatever format or media the University deems appropriate, whether now known or hereafter created, including websites and databases; (b) reproduce and share the Work, in whole or in part, and (c) produce, reproduce, and share adapted material.
3. To the extent that any edits made by the Publisher to make the Work suitable for publication in the Journal amount to copyrightable works of authorship, the Publisher hereby assigns all right, title, and interest in such edits to Author. The Publisher agrees to verify with Author any such edits that are substantive. Author agrees that the license of paragraph 2 covers such edits.
4. Author retains ownership of all rights under copyright in all versions of the Work, and all rights not expressly granted in this agreement.
5. Author agrees to cite and to require other licensees to cite the original publication of the Work in the Journal in any attribution statement satisfying the attribution requirement of the Creative Commons license of paragraph 2.
6. Author further represents and warrants that:

- a. The Work is original, has not been formally published in any other peer-reviewed journal or in a book or edited collection, and is not under consideration for any such publication.
 - b. Author(s) are the sole author(s) of the Work and have a complete and unencumbered right to grant the rights granted in this Agreement.
 - c. The Work is not plagiarized, in whole or in part, and it does not libel anyone or invade anyone's copyrights or otherwise violate any statutory or common law right of any person or entity, and Author has made all reasonable efforts to ensure the accuracy of any factual information contained in the article. Author agrees to indemnify the Publisher against any claim or action alleging facts which, if true, constitute a breach of any of the foregoing warranties or other provisions of this agreement, as well as against any related damages, losses, liabilities, and expenses incurred by the Publisher.
7. If the Publisher shares the Licensed Material (including in modified form), Publisher will:
- a. retain the following if it is supplied by Author with the Work:
 1. identification of the creator(s) of the Work and any others designated to receive attribution, in any reasonable manner requested by Author;
 2. a copyright notice;
 3. a notice that refers to the Public License;
 4. a notice that refers to the disclaimer of warranties;
 5. a URL or hyperlink to the Licensed Material to the extent reasonably practicable;
 - b. indicate if KU materially modified the Work; and
 - c. indicate the Work is licensed under a CCL, and include the text of, or the URL or hyperlink, to the CCL Public License.
8. This is the entire agreement between Author and the Publisher, and it may be modified only in writing signed by both parties. It will be governed by the laws of the State of Kansas and the United States of America, and jurisdiction and venue of any suit arising out of or related to this Agreement shall reside only in courts located in the State of Kansas. It will bind and benefit the parties' respective assigns and successors in interest, including Author's heirs.
9. This Agreement does not obligate the Publisher to publish the Work, and the Agreement will terminate if the Publisher does not publish the Work in any medium within one year of the date of Author's signature.

The corresponding authors signs of behalf of all authors.

Name of Author: _____

Signature: _____

Date: _____