

UMMP CC-PD PUBLISHING AGREEMENT

Date:

Author name (the “Author”):

Author address:

Title of the Work (the “Work;” as described in Schedule A: The Work):

ORCID Number(s) if available:

1. **Parties.** This agreement is between Author and the Regents of the University of Michigan through its University of Michigan Museum of Paleontology (“Publisher”) located at 2264 Biological Science Building.
2. **Federal Government Public Domain Work.** The Author warrants that the Work is a Federal Government work that is in the public domain.
3. **Open Access.** Publisher will publish the work under Creative Commons Public Domain mark (See full terms of the mark on the [Creative Commons website hyperlinked here](#)).
4. **Attribution.** Author agrees to cite UMMP Papers on Paleontology or UMMP Contributions as the first publisher of the Work when using or publishing the Work elsewhere.
5. **Author Commitments.** Author represents and warrants that:
 - 5.1. Nothing in the Work is defamatory, infringes anyone’s rights, or otherwise violates the law;
 - 5.2. The contents of the Work are original to Author, except for third-party materials, for which Author will provide appropriate citations and attributions and necessary permissions as identified in Schedule B: Content Not Original to Author;
 - 5.2. The facts, conclusions, and opinions stated in the Work represent Author’s research, conclusions, and opinions, and are substantiated, accurate, valid, and reliable;
 - 5.3. Except as Author has already informed Publisher, the Work has not been previously published, in whole or in part, and there is no offer or agreement for other publication of the Work pending;
 - 5.4. Author will appropriately identify contributors to be credited or acknowledged in Schedule C: Contributors to be Credited or Acknowledged;
 - 5.6 Author will collaborate with Publisher to facilitate access to the Work by people who have disabilities, for instance by providing alternative text for images and other information as reasonably requested by Publisher;
 - 5.7. Author has disclosed to Publisher any interest Author has in any company or organization connected in any way with the subject matter of the Work, including without limitation as a shareholder, option holder, advisor, consultant, employee, or officer, or as a relative of any such person (excluding any publicly traded company in which stock ownership is less than five percent).
6. **Free Copy.** Publisher will provide Author with an electronic copy of the published version of the Work with no technological protection measures.

7. **Third-Party Claims.** If the Work becomes the subject of a third-party claim, such as a copyright infringement claim, Publisher and Author shall notify the other immediately and work collaboratively to investigate and attempt to resolve the claim.
8. **Force Majeure.** Neither party shall be liable for delay or failure to perform caused in whole or part by circumstances beyond the reasonable control of that party, including without limitation acts of God, acts of nature, fire, flood, war, weather, epidemic, transportation delays, terrorism, vandalism, data destruction, government action, strikes, lockouts or other serious labor disputes, shortage of or inability to obtain material or equipment, or power failures.
9. **Choice of Law.** This Agreement contains the entire understanding of the parties, including the Schedules attached hereto, with respect to the stated subject matter and can be modified only by a signed, written agreement. It shall be construed in accordance with the laws of the State of Michigan and the U.S. copyright laws, without regard to conflict-of-law principles.

AGREED AND ACCEPTED:

[Publisher]

[Author]

Signature

Signature

Printed Name

Printed Name

Title

Title

Dated: _____

Dated: _____

UMMP CC-BY-NC-ND 4.0 PUBLISHING AGREEMENT

Date:

Author name (the “Author”):

Author address:

Title of the Work (the “Work;” as described in Schedule A: The Work):

ORCID Number(s) if available:

1. **Parties.** This agreement is between Author and the Regents of the University of Michigan through its University of Michigan Museum of Paleontology (“Publisher”) located at 2264 Biological Science Building.
2. **License.** Author grants Publisher a non-exclusive, worldwide license in perpetuity to reproduce the Work, to prepare derivative works based upon the Work, to distribute copies of the Work, to publicly perform or display the work, and to sublicense these uses. The non-exclusive license does not conflict with the rights granted to other users under the terms of CC-BY-NC-ND.
3. **Open Access.** Author authorizes Publisher to make the Work Open Access by licensing the Work under the [Creative Commons Attribution-NonCommercial-NoDerivatives 4.0 License](#) (See full terms of the license on Creative Commons website hyperlinked here).
4. **Attribution.** Author agrees to cite UMMP Papers on Paleontology or UMMP Contributions as the first publisher of the Work when using or publishing the Work elsewhere.
5. **Author Commitments.** Author represents and warrants that:
 - 5.1. Author holds all the necessary rights and is authorized to enter into this Agreement, and the publication of the Work does not require the permission of any other person or entity. If someone else, such as the Author’s employer, holds copyright in the Work, that copyright holder has agreed to Paragraph 3 and 4 of the Agreement;
 - 5.2. The contents of the Work are original to Author, except for third-party materials, for which Author will provide appropriate citations and attributions and necessary permissions as identified in Schedule B: Content Not Original to Author;
 - 5.2. Nothing in the Work is defamatory, infringes anyone’s rights, or otherwise violates the law;
 - 5.3. The facts, conclusions, and opinions stated in the Work represent Author’s research, conclusions, and opinions, and are substantiated, accurate, valid, and reliable;
 - 5.4. Except as Author has already informed Publisher, the Work has not been previously published, in whole or in part, and there is no offer or agreement for other publication of the Work pending;
 - 5.5. Author will appropriately identify contributors to be credited or acknowledged in Schedule C: Contributors to be Credited or Acknowledged;

5.7. Author will collaborate with Publisher to facilitate access to the Work by people who have disabilities, for instance by providing alternative text for images and other information as reasonably requested by Publisher;

5.8. Author has disclosed to Publisher any interest Author has in any company or organization connected in any way with the subject matter of the Work, including without limitation as a shareholder, option holder, advisor, consultant, employee, or officer, or as a relative of any such person (excluding any publicly traded company in which stock ownership is less than five percent).

6. **Free Copy.** Publisher will provide Author with an electronic copy of the published version of the Work with no technological protection measures.
7. **Third-Party Claims.** If the Work becomes the subject of a third-party claim, such as a copyright infringement claim, Publisher and Author shall notify the other immediately and work collaboratively to investigate and attempt to resolve the claim.
8. **Force Majeure.** Neither party shall be liable for delay or failure to perform caused in whole or part by circumstances beyond the reasonable control of that party, including without limitation acts of God, acts of nature, fire, flood, war, weather, epidemic, transportation delays, terrorism, vandalism, data destruction, government action, strikes, lockouts or other serious labor disputes, shortage of or inability to obtain material or equipment, or power failures.
9. **Choice of Law.** This Agreement contains the entire understanding of the parties, including the Schedules attached hereto, with respect to the stated subject matter and can be modified only by a signed, written agreement. It shall be construed in accordance with the laws of the State of Michigan and the U.S. copyright laws, without regard to conflict-of-law principles.

AGREED AND ACCEPTED:

[Publisher]

[Author]

Signature

Signature

Printed Name

Printed Name

Title

Title

Dated: _____

Dated: _____

[Author]

Signature

Printed Name

Title

Dated: _____

[Author]

Signature

Printed Name

Title

Dated: _____

[Author]

Signature

Printed Name

Title

Dated: _____

[Author]

Signature

Printed Name

Title

Dated: _____

SCHEDULE A: The Work

The following outlines the details of the Work to be published.

Proposed Title:

Please describe the Work in approximately 100 words:

The Work shall consist of (check all that apply):

- Text of _____ words
 - _____ black and white photos
 - _____ color photos {gathered into XX plate sections}
 - _____ line drawings
 - _____ maps
 - _____ tables
 - _____ charts or graphs
 - _____ musical examples
 - _____ other illustrative images
 - AltText or other text to aid in making digital image files accessible to the visually impaired
 - _____ audio files
 - _____ video files
 - Captions for any video files
 - On the topic of:
-
- Other (please specify: _____)

And shall also include (check all that apply):

- Preface by _____
- Foreword by _____
- Bibliography
- List of illustrations
- Discography
- Filmography
- Glossary
- _____ Appendices consisting of (please specify: _____)
- Index

SCHEDULE B: Content Not Original to Author

Author will provide a list below of all content in the Work not original to Author, except for short quotes which are both properly cited and reasonably included as a fair use. The list will include the metadata details below for each item. Author will also specify any Works included as a fair use (which are not short quotes) and Works which are no longer protected by copyright. The labor of seeking permissions from third parties and paying permission fees are the Author's responsibility. Publisher may provide the form it requires such third parties to sign and require Author to provide copies of original permissions documentation.

Author agrees to obtain the right to include the content listed below in the Work, in perpetuity, throughout the [**World/North America/other territories**] and in [**all Languages/detail of any languages not included**], and in [**all formats, print or digital, now known or later developed**].

Please check each content type included in the Work, and include a list of all of those items not original to Author:

- texts
- black and white photos
- color photos
- line drawings
- maps
- charts or graphs
- musical examples
- other illustrative images
- audio files
- video files

Author agrees to supply the following metadata details for each item listed above:

- Title
- Digital File Name
- Resource type (e.g., text, color photo, map)
- Caption
- Copyright status
- Copyright holder
- License granted for use

