License to Publish

The Journal of Biological Chemistry

This Agreement (the “Agreement”) is made and entered into effective as of ________, 2018 (the “Effective Date”), between the American Society for Biochemistry and Molecular Biology, Inc. (ASBMB), on the one hand, and ______________ and ________ “the Authors” and on the other hand. ASBMB and the Authors are referred to collectively as the “Parties.”

Recitals

A. The Authors are the authors of an article entitled _____________________________ (“the Article”).
B. The Authors wish for the ASBMB to consider publication of the Article and the ASBMB desires the same.

Agreement

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. In consideration of publication in Journal of Biological Chemistry of the work currently titled _____________________________ and all associated supplemental materials, data and/or video files (the "Work") and authored by _____________________________ ("Authors"), the sole and exclusive, irrevocable right is hereby granted to ASBMB to publish, reproduce, distribute, transmit, display, store, translate, create derivative works from and otherwise use the Work in any form, manner, format, or medium, whether now known or hereafter developed, throughout the world and in any language, for the entire duration of any such right and any renewal or extension thereof and to permit/sublicense others to do any or all of the foregoing as well.
2. Ownership of the copyright in the Work shall remain with the Authors, provided that the Authors credit first publication of the Work in the Journal of Biological Chemistry when reproducing the Work or extracts from it. The Authors retain the following nonexclusive rights:
   a. The Authors reserve the right after the publication of the Work by the Journal of Biological Chemistry, to use all or part of the Work in compilations or other publications of the Authors’ own commercial and noncommercial works (includes theses/dissertations), to use figures, photos, and tables created by them and contained in the Work, to present the work orally in its entirety, and to make copies of all or part of the Work for the Authors’ use for lectures, classroom instruction or similar uses. If the author is employed by an academic institution, that institution also may reproduce the article for teaching purposes.
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   d. The Authors reserve the right twelve months after publication of the Work in the Journal of Biological Chemistry to post the final edited PDFs, created by ASBMB, to their own departmental/university websites, provided that a link to the article in the Journal of Biological Chemistry is included.

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3. Inurement: The Parties agree that this Agreement shall inure to the benefit of, and be binding upon, each of the Parties and their respective affiliates, predecessors, successors and assigns, and the agents and other authorized representatives, shareholders, officers, directors, employees, insurers, heirs, executors, trustees, partners, and joint venturers of any of the foregoing. As used herein, “affiliates” means any person or entity, who/which directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under the common control with, either of the Parties hereto.

4. Governing Law and Venue; Future Disputes: This Agreement shall be deemed executed and delivered in the State of Maryland, and, unless and except to the extent governed by the Federal laws of the United States, shall be construed and governed solely by the internal laws of the State of Maryland, without regard to Maryland’s conflict of laws provisions. The Parties submit to the personal jurisdiction and venue of the Federal and State courts of Montgomery County, Maryland, for resolution of any dispute arising out of or related to this Agreement.

5. Arbitration: The Parties further agree that any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
6. **Severability**: It is the belief of the Parties that this Agreement does not contain any provision contrary to law. However, if any part of this Agreement shall be determined to be illegal, invalid, or unenforceable: (a) that part shall nevertheless be enforced to the extent permissible in order to effect the intent of the Parties; and (b) the remaining parts shall be deemed valid and enforceable, so long as the remaining parts continue to fulfill the original intent of the Parties.

7. **No Waiver**: No delay or failure by either Party to exercise its rights under this Agreement shall be construed to be a waiver thereof, unless memorialized by written instrument signed by both Parties. The agreed waiver of any covenant, condition, or agreement to be performed hereunder shall not be construed to be a continuing waiver of the same covenant, condition or agreement or the waiver of a different covenant, condition or agreement. Furthermore, the agreed waiver of any breach of this Agreement shall not be considered to be the agreed waiver of a different or subsequent such breach.

8. **Integration**: This Agreement, including the Judgments/Injunctions incorporated herein, constitutes the entire agreement between the Parties, and supersedes any and all prior or contemporaneous agreements, promises, representations, or understandings, written or oral, between them relating to the subject matter of this Agreement. No other agreements, promises, representations, or understandings shall be binding upon the Parties with respect to this subject matter unless contained in this Agreement, or separately agreed to in writing and signed by an authorized representative of each of the Parties.

9. **Amendment**: No amendment, modification, or addition to this Agreement shall be valid unless it is in a writing executed by the Parties.

10. **Representations**: The Parties each represent that: (a) this Agreement is freely and voluntarily entered into, and that each of the Parties has had an opportunity to consult with counsel with respect to the advisability of entering into this Agreement; (b) no promise, inducement, or agreement not contained in this Agreement has been made on any subject in connection with this Agreement; (c) each Party has made such investigation of the facts pertaining to this Agreement and of all the matters pertaining thereto as it deems necessary; (d) each Party’s signatory to this Agreement is fully authorized to execute this Agreement on its behalf; and (e) the Parties jointly participated in the drafting of this Agreement, with the result that any ambiguity contained therein shall not be interpreted or construed against either Party as the drafter thereof. The Authors separately represent that they are the original authors of the Article and that the Article does not infringe the intellectual property (including but not limited to copyrights, trademarks, and/or trade secrets) of any other party.

11. **Notices and Service of Process**: Any and all notices, demands or requests required or permitted to be given under this Agreement shall be given in writing and sent by registered or certified mail, return receipt requested, or by hand or overnight delivery, with a copy sent via email, to the addresses below. The Parties agree that service of process and service of a summons related to any disputes between the Parties can be served via these notice provisions.

If to the ASBMB:
11200 Rockville Pike, Suite 302, Rockville, MD 20852
jbc@asbmb.org

If to: _________________________________________:
______________________________:

If to: _________________________________________:
______________________________:

12. **Counterparts**: This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement. For purposes of execution, facsimile signatures and signature pages sent through electronic mail shall be considered effective and binding.

U.S. GOVERNMENT EMPLOYEES: This work was done in my capacity as a U.S. government employee; the above assignment applies only to the extent allowable by law.

[ ] Type your initials here to confirm that all Authors know of and concur with the signing of this license and have granted the corresponding author the authority to sign this license on their behalf.

Corresponding author on behalf of all authors: _______________________________________

Corresponding author name: _______________________________________

Corresponding author signature: _______________________________________

Date: __________________