

ASSIGNMENT OF COPYRIGHT

This Assignment is made this ____ day of _____, 20____ (the "Effective Date"), by and between the SMITHSONIAN INSTITUTION ("Smithsonian"), a trust instrumentality of the United States, having its principal offices at 1000 Jefferson Drive, SW, Washington, DC 20560, and _____ ("Author") whose address is _____.

1. The Author hereby represents and warrants that he/she is the sole author and owner or co-author and co-owner of the manuscript entitled "_____" (the "Work"), and possesses all right, title and interest, including the complete and undivided copyright interest, in and to the Work.
2. The Smithsonian, on behalf of its Smithsonian Institution Scholarly Press ("SISP"), seeks publication of the Work in an open access series in the Smithsonian Contributions Series and Miscellaneous Publications or the Atoll Research Bulletin (the "Series"); and Author seeks publication of his/her Work in said Series.
3. In consideration of Smithsonian's publication of the Work in the Series, the Author hereby irrevocably transfers and assigns to the Smithsonian Institution all right, title, and interest, including copyright, in and to the Work, and any renewals and extensions thereto. The Author shall execute and deliver to Smithsonian all documents or instruments necessary to secure for the Smithsonian the rights herein assigned. The Author will not assert any right at common law or in equity in and to the Work, and will not establish a claim to copyright by statute in and to the Work. The Parties acknowledge that the Series, including the Work, if published therein, may be made available in print and in electronic formats via open access portals and repositories, at the sole discretion of the Smithsonian.
4. Author represents and warrants that the Work is original and does not infringe upon any copyright, or upon any common law right, proprietary right, civil right, or any other right whatsoever; that the Work has never been published before in whole or in part, except for such excerpts and illustrations from copyrighted works as may be included with the permission of the copyright holders thereof, such permissions attached hereto; that the Work contains nothing that is libelous, scandalous, obscene, or otherwise contrary to law; that he/she has not assigned, pledged, or otherwise encumbered his/her rights to the Work; and that he/she has full power to enter this Agreement and to make the grants herein contained. The Author shall indemnify and hold harmless the Smithsonian Institution, its Board of Regents, officers, agents and employees, and the United States Government, against any claims, legal proceedings, damages, actions, costs and expenses arising out of a breach of any of the foregoing warranties.
5. Author hereby grants to Smithsonian the right, in perpetuity, to use and/or license the use of Author's name, likeness or image in connection with and the promotion, advertising, and/or marketing of the Work and/or the Series.
6. At the sole discretion of the Smithsonian, Author may receive credit in the Series unless Author objects in writing to such credit prior to publication. Excepting such objection, Smithsonian shall have the sole discretion to determine the style, manner, size, and location of the credit, if such credit is given. Smithsonian may request Author to make changes to the Work and/or Smithsonian may make its own revisions.
7. Nothing contained herein shall be construed as an obligation on the part of the Smithsonian to publish the Series or to publish the Work in the Series. If Smithsonian elects, in its sole discretion, to not publish the Work in the Series, it will advise the Author of its decision in writing to not publish the Work and all rights therein shall automatically revert to the Author.
8. This Assignment of Copyright shall in all respects be interpreted, construed, and governed in accordance with applicable Federal Law.

Accepted and agreed,

*If the Work is authored by more than one individual, Smithsonian requires each co-author to sign a separate Assignment of Copyright.
If the copyright in the Work is owned by the author's employer, the employer or an authorized representative must sign this form.*

Author's Name or Authorized representative	Signature	Date
--	-----------	------

<u>Ginger Minkiewicz</u>	Signature	Date
Smithsonian Institution		

If the Work is authored by an employee of the U.S. Government, the Author is required to sign below also:

I certify that the Work was prepared as part of my duties as a U.S. Government employee and the Work is not subject to U.S. Copyright.

Author's Name or Authorized representative	Signature	Date
--	-----------	------