



## **NSS CONTEST ENTRY SUBMISSION AGREEMENT**

This contract is made by and between the National Speleological Society (hereafter "NSS") and \_\_\_\_\_ (hereafter "Entrant") for the purpose of publishing a work tentatively titled \_\_\_\_\_.

### **I. Originality**

Entrant warrants that the work is a product of the Entrant's original efforts and has never been published anywhere else; if the work has been previously published in whole or in part, Entrant has disclosed such facts in writing to NSS and has provided to NSS

- (1) copies of any prior publication agreement, and
- (2) written permission for publication of the work by NSS.

Entrant warrants that the work does not infringe on the copyright or proprietary rights of another.

### **II. Publication**

NSS agrees to publish the work within, if at all, two years from the date of this contract. Entrant recognizes that the anticipated publication date, and the manner in which the work is published, represents the best judgment of NSS and that any projections on publication date are provided purely for the convenience of the Entrant and do not create binding contractual obligations. Publication of the work, or excerpts from the work, may be throughout the world in any language and through any means or medium, now known or hereafter developed, including, but not limited to, microfilm, microform, microfiche, CD-Rom, online services, internet publication, desktop publishing, archival copies, collective works, and any manner of electronic publication or distribution.

### **III. Entrant's Name or Likeness**

The Entrant grants to the NSS the right to use the Entrant's name, pseudonym, biography, photograph or any other likeness in publicizing, advertising and/or promoting the work, or any collection of articles in which the work is contained.

### **IV. Editorial Process**

The Entrant grants to the NSS the right to edit, revise, bridge, expand or re-title the work. While input and suggestions by the Entrant are welcomed by the NSS, the NSS is not obligated to follow the input or suggestions by the Entrant.

### **V. Co-Publication/Reproduction**

Ninety (90) days after the date of this contract, even if the work is published by the NSS, the Entrant may also publish the work. Also, the NSS may re-publish the work in any manner the NSS deems advisable including, but not limited to electronic, archival, online, collective works or any other matter of publication.

**VI. Reserved Rights**

All rights in the work not granted to NSS by this Agreement belong to Entrant.

**VII. Indemnity**

Entrant agrees to defend, indemnify and hold NSS harmless against any claim for copyright infringement or violation of the rights of others resulting from publication or republication of the work by the NSS, including payment of reasonable attorney’s fees in connection therewith.

**VIII. Works for Hire**

In the event this work was produced for an employer as a “work for hire”, an authorized representative of that employer must sign this agreement to indicate copyright assignment on behalf of the authors. The employer is permitted to transmit and republish the work for use by its employees only for the promotion of its business enterprise and shall take all necessary precautions to prevent dissemination to non-employees.

**IX. Miscellaneous**

- (1) This agreement will be subject to, and interpreted in accordance with the laws of the State of Alabama applicable to agreements to be performed wholly therein.
- (2) This agreement contains the entire understanding of the parties.
- (3) This agreement may not be modified except for a written memorandum signed by the parties.
- (4) This agreement may not be assigned by either party without the prior written consent of the other party, except that NSS may assign the agreement to its subsidiaries and affiliates, and any successor to the NSS.
- (5) No waiver of any breach shall be construed as a waiver of any subsequent breach.
- (6.) The parties consent to venue being in either the State or Federal Courts located in Huntsville, Alabama

**Entrant:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ NSS number: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**National Speleological Society**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ NSS number: \_\_\_\_\_

Title: \_\_\_\_\_

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