



NSS PUBLICATION SUBMISSION AGREEMENT

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

I. Originality

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

- (1) copies of any prior publication agreement (if any), and
- (2) written permission for publication of the work by NSS from whoever is authorized to grant such permission.

Author 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. Author 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 author 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 of 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. Copyright

By execution of this agreement, author irrevocably assigns his or her copyright rights in the work to NSS and the copyright becomes the exclusive property of the NSS. In the event the NSS fails to publish the work within two years of the date of this contract, the copyright shall revert to the author.

IV. Co-Publication/Reproduction

Two years after the date of this contract, even if the work is published by the NSS, the Author 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.

V. Author's Name or Likeness

The Author grants to the NSS the right to use the Author'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.

VI. Editorial Process

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

VII. Indemnity

Author 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 shall 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 of Federal Courts located in Huntsville, Alabama.

Author:

Signature: _____ Date: _____

Name: _____ NSS number: _____

Address: _____

City: _____ State: _____ Zip: _____

National Speleological Society

Signature: _____ Date: _____

Name: _____ NSS number: _____

Title: _____

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