

2014

Scholarworks@Georgia State University Contributor's Agreement

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STATE OF GEORGIA
COUNTY OF FULTON

SCHOLARWORKS@GEORGIA STATE UNIVERSITY CONTRIBUTOR'S AGREEMENT

THIS AGREEMENT made by and between the Board of Regents of the University System of Georgia by and on behalf of Georgia State University (hereinafter referred to as "the University"), and _____ whose address is _____ (hereinafter referred to as "Contributor").

WHEREAS, Contributor is the owner of all rights in the work as described herein; and

WHEREAS, the University desires to obtain the rights granted in this Agreement for publication in the Scholar@Works @ Georgia State University;

NOW, THEREFORE in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Statement of Work.** Contributor hereby grants University permission to publish the original work provided by Contributor and described in Exhibit A which is attached hereto and incorporated herein by reference (hereinafter the "Work").
2. **Contributor's Grant.** Contributor hereby grants to the University a one-time right to, reproduce, use, and publish the Work in the online institutional repository ScholarWorks @ Georgia State University . Further, Contributor hereby grants to the University, its successors and assigns, the non-exclusive right to include the Work in future Anthologies in all editions (including, but not limited to, print and electronic media) and derivations of the Work throughout the world in all languages, and in the advertising and promotion thereof, in all media now known or hereafter devised, excluding performance rights. Publication in ScholarWorks @ Georgia State University and reprinting in future anthologies shall be in the University's sole discretion and is not guaranteed. All rights not specifically granted herein are reserved by the Contributor.
3. **Intellectual Property.**
Contributor warrants that:
 - a. Contributor is vested with ownership of the Work and possesses all rights necessary to grant the rights to the University as provided by this Agreement.
 - b. The Work does not infringe any valid copyright or other proprietary right of any other person and Contributor agrees to hold the University harmless from any claim, suit or proceeding based on the grounds that the Work infringes the copyright of another person, and agrees to indemnify the University against such claims, including reasonable expenses and attorney's fees incurred in defending, settling, or otherwise responding to such claims.
 - c. The Work contains no libelous, defamatory or unlawful material and Contributor agrees to hold the University harmless from any claim, suit or proceeding based on the grounds that the Work contains such material, and agrees to indemnify the University against such claims, including reasonable expenses and attorney's fees incurred in defending, settling, or otherwise responding to such claims.

- d. If the Work includes any copyrighted material not in the public domain the Contributor will obtain the reprint permissions and provide them to the University on or about the time the Work is delivered to the University.
4. **Waiver.** The waiver by the University of any breach of any provision contained in this Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. Any such waiver must be in writing in order to be effective, and no such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof.
5. **Applicable Law.** This Agreement shall be governed by the laws of the State of Georgia.
6. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter. This agreement may be amended, but only upon advanced mutual written agreement by the parties.

IN WITNESS WHEREOF, the parties (and, where Contributor has literary representation, then also Contributor's Agent) have executed this Agreement on the date last written below.

Contributor

**The Board of Regents of the University
System of Georgia by and on behalf of
Georgia State University**

By: _____
Name Date

Title

By: _____
Date

I, _____, have read and understood the terms of the agreement and
Print Name

agree to abide by all terms and conditions herein:

Contributor's Agent

Signature Date

Title

Exhibit A

I. Title of Work: _____

II. Type of Work (e.g. Fiction/Non-Fiction): _____

III. Notice of Copyright and Credit Line: _____

IV. Contributor Biographical Note: _____
