

Houghton Library Publication Agreement

Harvard Library Bulletin (“Journal”)/Houghton Library Studies (“Series”)

THIS AGREEMENT (the “Agreement”), dated _____
by and between the _____ (the “Journal” or the
“Series”), a publication of President and Fellows of Harvard College
 (“Harvard”), and _____
(individually or, if more than one author, collectively, “Author”) is in regard
to your article titled:

(hereinafter the “Article”).

In order to manage the rights associated with the Article, as well as to provide optimal access to it, we believe that the Author should hold the copyright to the Article, but that the Author should grant to the Journal/Series appropriate rights to use the Article for the benefit of the scholarly community. The parties believe that this arrangement will properly serve our shared interest in reaching the largest readership possible. To that end, the parties agree as follows:

1. Author Does Not Assign the Copyright. The Author is not assigning the copyright in the Article to the Journal/Series. The Author retains the right to use the Article in any way the Author wishes, except as otherwise provided in Section 3.

2. License to the Journal/Series. The Author hereby licenses to the Journal/Series the irrevocable and royalty-free rights as follows:

2.1. The Journal/Series may publish the Article in any format throughout the world. This license includes the right to reproduce, distribute, publicly display, transmit, and otherwise disseminate and make available the Article or portions thereof in any manner, through any medium now in existence or developed in the future, including

but not limited to print, electronic and digital media, computerized retrieval systems, and other formats.

2.2. The Journal/Series may prepare translations, abstracts, and other similar adaptations of the Article, make technical and formatting modifications of the Article, and edit or modify the Article for clarity, to conform to scholarly or house style, or for space constraints, in furtherance of its publication of the Article.

2.3. The Journal/Series may use the Author's name, likeness, and institutional affiliation in connection with any use of the Article and in promoting the Article or the Journal/Series.

2.4. The Journal/Series may exercise the rights granted herein directly or by means of third parties. The Journal/Series may authorize third-party publishers, aggregators, and printers to publish the Article or to include the Article in databases or other services.

2.5. The Journal/Series may without further permission from the Author transfer, assign, or sublicense the rights that the Journal/Series has pursuant to this Agreement. Without limiting the foregoing, the Journal/Series may make the Article available under one or more Creative Commons licenses.

2.6. In the event that the Journal/Series does not publish the Article, this license to the Journal/Series shall terminate upon written notification by the Journal/Series to the Author. However, the manuscripts Author submitted to Journal/Series will become the property of the Journal/Series, even if the Journal/Series does not publish the Article. Author acknowledges that Author is not entitled to any royalties or other payment for the rights granted to the Journal/Series herein.

2.7. The rights granted by the Author to the Journal/Series are all non-exclusive, except insofar as the Author's rights to publish, distribute, and make the Article available are restricted under Section 3.

2.8. Author understands and agrees that Author will not be entitled to any payment in connection with the rights granted in this Agreement or the Journal's/Series' use of the Article.

3. Rights of the Author. The Author may use and disseminate the Article in any way the Author wishes, except as otherwise provided in this Section 3.

3.1. The Author may not publish, distribute, or make the Article available in any language or medium, or authorize anyone else to do so, before the first publication of the Article in the Journal/Series (the "Publication Date"), except as set forth below in Paragraphs 3.3 and 3.4.

3.2. After the Publication Date, the Author may use any version of the Article, including any edits or other contributions by the staff of the Journal/Series, in the exercise of the Author's retained rights, except that the Author may not use a facsimile of the Journal's/Series' published version of the Article (containing the Journal's/Series' pagination and formatting) for any purpose until 150 days after the Publication Date.

3.3. Before the Publication Date, the Author shall have the right to distribute and make available the version of the Article submitted to the Journal/Series (a "Preprint") in digital form over the Internet, including through a website under the control of the Author or the Author's employer or through digital repositories maintained by scholarly societies, funding agencies, or others. In addition, before the Publication Date the Author shall have the right to deposit with any such website or digital repository a copy of the Author's final version of the Article (including any modifications from the peer review process) (the "Author's Final Version") but only for distribution after the Publication Date.

3.4. Before the Publication Date, the Author also shall have the right to distribute and make available a Preprint or the Author's Final Version to a limited audience as reasonably necessary in connection with the Author's teaching, lectures, conference presentations, scholarly collaborations, and other such professional

activities.

3.5. Any of the foregoing permitted uses of the Article, or of a work based substantially on the Article, shall include an appropriate citation to the Article, stating that it has been or is to be published in the Journal/Series, with name and date of the Journal/Series publication and the Internet address for the website of the Journal/Series.

3.6. Author's exercise of the rights described in this Section 3 is at Author's sole risk. Author is responsible for obtaining permission for third party materials as necessary for exercise of such rights and for obtaining permission from Harvard for any such use of images or other material incorporated in the Article from works held in Harvard collections or copyrighted by Harvard or from works from third party collections where the Journal/Series secured and/or paid for the initial permission.

3.7. None of the rights in the Article retained by the Author will limit the rights granted to the Journal/Series in Section 2 above.

4. Author's Representations. The Author represents and warrants that the Author owns the copyright in the Article, and that no rights in the Article inconsistent with those granted in this Agreement have previously been granted to any third party. The Author represents and warrants that the Article constitutes the Author's own original work and does not violate, in whole or in part, any existing copyright, and that, if the Article reproduces anyone else's text, images, or other material, the Author has obtained written permission for the use of such material that is sufficient to allow the Journal's/Series' use of the Article as contemplated by this Agreement. The Author also represents and warrants that to the best of the Author's knowledge and belief, the Article does not defame, invade the privacy of, violate the civil rights of, or otherwise infringe the rights of any person. The Author represents and warrants that the Author has full power to enter into this Agreement and to convey the rights herein granted. If the Article has more than one author, the Author by signing below represents that he or she has authority to act on behalf of all other authors.

5. Publication Decision and Editing Process. This Agreement is subject to the understanding that the ordinary editing processes of the

Journal/Series will be diligently pursued and that the final decision whether or not to publish the Article will be made by the Journal/Series in its sole discretion. Author agrees to the attached or referenced proposed publication schedule and general editing procedures followed by the editors of the Journal/Series, to cooperate with all reasonable editing requests, and to abide in good faith with the deadlines established by the Journal/Series for completing any additional work required of Author prior to publication. Publication is contingent on satisfactory completion of the editing process.

6. Jurisdiction. This Agreement shall be construed as a contract made under the laws of the Commonwealth of Massachusetts, and copyright issues shall be governed by the federal law of the United States.

7. Merger. This Agreement constitutes the sole expression of all understandings between the Author and the Journal/Series with respect to the Journal's/Series' agreement to publish the Article and with respect to copyright and republication rights. This Agreement shall not be modified other than in writing.

8. Miscellaneous.

8.1. Reprints. You will receive three reprints copies of the entire issue of the journal/volume of the series and a PDF file of the Article as published free of charge. Additional issues/volumes are available to you at regular prices.

8.2. Illustrations. The Journal/Series will assume costs for a limited number of illustrations, though the Author is responsible for obtaining the necessary permissions.

Please sign where indicated below. Return the signed original Agreement to the editor as soon as possible. The Journal/Series urges that the Author permanently retain a copy of this Agreement for future reference.

The parties have executed this Agreement under seal as of the date first above written.

The Author:

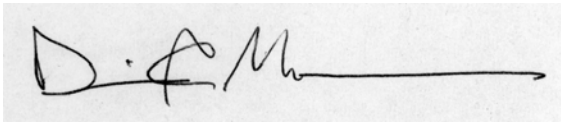
Signed:

Printed Name:

Date:

The Journal/Series:

Signed:

A handwritten signature in black ink on a light gray background. The signature consists of the letters 'D', 'F', and 'M' in a cursive style, followed by a long horizontal line that ends in an arrowhead pointing to the right.

Title: Coordinating Editor

Date:
