

## **APPENDIX AS**

March 15, 2008:44

(Refer to Act 83-807)

# **NSS Publication & Copyright Policy**

### **1. Applicability**

This policy shall apply to all works received or created by the NSS for publication in any form, including but not limited to journals, digests, books, papers, pamphlets, web sites, and other physical or digital distribution methods. The provisions of this policy apply equally to works received from original authors, works for hire, and to works received from NSS members, friends, organizations, volunteers, editors, and affiliates.

### **2. Originality & Authorship**

The NSS accepts for publication only original works, not previously published elsewhere, that do not infringe any copyright or other rights in any other work. Submitting authors are responsible for ensuring that all co-authors have agreed to the contents and publication of submitted works and that the works meet NSS guidelines.

In limited circumstances where an NSS publication wishes to accept a previously published work, the Executive Vice President may authorize publication of the work, provided: (1) there is no conflict with the prior publisher of the work; (2) the original author has disclosed all previous incidences of prior publication in writing to the NSS; and (3) has provided in writing any permission necessary for publication of the work by the NSS.

### **3. Acquisition & Reversion of Rights from Contributors**

Prior to publication, the editor or other person responsible for the production of any NSS publication shall obtain a written assignment of copyright for each submission to that publication. Assignments shall be obtained from each author, editor, or contributor to any submission. Each submission shall be accompanied by a properly completed and signed "NSS Publication Submission Form".

In limited circumstances where an assignment cannot be obtained, the Executive Vice President may authorize publication of a submission pursuant to a written license to publish, provided that the submission is accompanied by a properly completed and signed "NSS Publication License Agreement" or, in the case of a NSS sponsored contest entry, the submission is accompanied by a properly completed and signed "NSS Contest Entry Submission Agreement".

### **4. Registration & Notice**

The Operations Vice President may cause copyrights to be registered with the U.S. Copyright Office for all new works published by the NSS within 90 days after publication, and for any existing works previously published by the NSS that the Executive Vice President deems appropriate. While a copyright notice shall be put on all publications of the NSS, copyright applications need not be filed on lesser important works, such as minor pamphlets or brochures. The Executive Vice President may authorize exceptions for new works provided all such exceptions are regularly reported to the Board.

See following pages for Copyright Agreements

## NSS PUBLICATION SUBMISSION AGREEMENT

This contract is made by and between the National Speleological Society (hereinafter "NSS") and \_\_\_\_\_ (hereinafter "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; 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, and
- (2) written permission for publication of the work by NSS.

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 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. 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 suggestions 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 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.

Author

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

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

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

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

National Speleological Society

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

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

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

2813 Cave Avenue  
Huntsville, AL 35810-4431 USA

## NSS PUBLICATION LICENSE AGREEMENT

This contract is made by and between the National Speleological Society (hereinafter "NSS") and

\_\_\_\_\_ (hereinafter "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; 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, and
- (2) written permission for publication of the work by NSS.

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 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. Rights

By execution of this agreement, Author grants the following rights in the work to NSS as indicated by the marked box(es):

1. The Author grants to NSS the right of first publication. This grants NSS the right to be the first publisher of the work. No other written or electronic publication may publish the work before NSS publishes the work.

2. The Author grants to NSS the right of exclusive publication. The Author will not, within ninety (90) days of the date upon which the work is published, write or publish, or cooperate in the publication in form, a work on the same or similar subject as this work, without NSS's written consent.

### IV. 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.

### V. Editorial Process

The Author grants to the NSS 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 suggestions by the Author.

### VI. 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.

VII. Reserved Rights

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

VIII. 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.

IX. 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.

X. 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.

Author

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

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

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

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

National Speleological Society

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

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

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

2813 Cave Avenue  
Huntsville, AL 35810-4431 USA

## NSS CONTEST ENTRY SUBMISSION AGREEMENT

This contract is made by and between the National Speleological Society (hereinafter "NSS") and \_\_\_\_\_ (hereinafter "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: \_\_\_\_\_

2813 Cave Avenue  
Huntsville, AL 35810-4431 USA

**NSS CERTIFICATION OF WORK OF THE UNITED STATES GOVERNMENT**

The work entitled \_\_\_\_\_ is not entitled to copyright protection under 17 USC § 105 because it is a work of the United States Government. I can make this certification because:

- I am the sole law author of the manuscript and was a United States Government employee at the time the work was written; hence, there is no copyright to transfer.
- I am one of the authors of the work which was prepared by Government employee \_\_\_\_\_ hence, there is no copyright to transfer.
- I have personal knowledge the work was authored by United States Government employees; hence, there is no copyright to transfer.

Printed Name: \_\_\_\_\_

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

Employer: \_\_\_\_\_

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