

**JOURNAL CONTRIBUTOR PUBLISHING AGREEMENT**

**For *American Journal of Sports Medicine* (the “Journal”)**

**Published by SAGE Publications, Inc., 2455 Teller Road, Thousand Oaks, CA 91320 (“SAGE”)**

TITLE OF ARTICLE (the “Article”): \_\_\_\_\_

CORRESPONDING CONTRIBUTOR: \_\_\_\_\_

CONTACT INFORMATION: \_\_\_\_\_

ALL CO-AUTHORS: \_\_\_\_\_

The Corresponding Contributor and all co-authors of the Contribution are collectively referred to as “Contributors” and individually as a “Contributor.”

Please read the full terms and conditions on the following pages, then complete, sign, and return this Agreement to the Journal’s Editorial Office. By signing this Agreement, Contributors acknowledge their agreement to the below provisions **and** the terms and conditions stated in the attached “Terms of Agreement.”

**EXCLUSIVE LICENSE TO PUBLISH**

Please check any of the following that apply to the Contribution (i.e., where any Contributor prepared the Contribution at the direction of Contributor’s employer). For co-authored Articles where one of the below options applies to some, but not all, Contributors, please complete a separate Agreement for each Contributor):

**Work made for hire for employer/Work done in the course of employment (non-government):** the portion of the Contribution prepared by the following Contributor, \_\_\_\_\_, was created at the request of such Contributor’s employer and within the scope of the Contributor’s employment, and the copyright in the Contribution is owned by the Contributor’s employer. (Both Contributor and an authorized representative of the Contributor’s employer must sign this Agreement.) Please name **Employer:** \_\_\_\_\_.

Authorized representative of Employer must sign to acknowledge the terms of this Agreement, including the exclusive license to publish granted to Proprietor: Signed by: \_\_\_\_\_ Name, Title: \_\_\_\_\_

**U.S. Government work:** Contributors are employees of the United States Government **and** prepared the Contribution as part of their official duties. Please name **Government Employer/Agency:** \_\_\_\_\_. Section 3 of the attached “Terms of Agreement” will apply.

**Other Government work (not U.S.):** Contributors are employees of the Government of the country indicated below **and** prepared the Contribution as part of their official duties. Please name **Government Employer:** \_\_\_\_\_.

The Contribution contains third-party material and/or personal images requiring permission. Yes  No

Please forward all permission agreements to the Editorial Office within five [5] days after signing this Agreement. Please see <https://us.sagepub.com/en-us/nam/copyright-and-permissions> for more information about permissions.

In consideration for publication of the Article in the Journal identified above (the Journal title subject to verification by SAGE), Contributors hereby grant to the owner of the Journal (hereinafter, the “Proprietor”), the exclusive right and license to reproduce, publish, republish, prepare all foreign language translations and other derivative works, distribute, sell, license, transfer, transmit, and publicly display copies of, and otherwise use, the Article, in whole or in part, alone or in compilations, in all formats and media and by any method, device, or process, and through any channels, now known or later conceived or developed; the exclusive right to license or otherwise authorize others to do all of the foregoing; and the right to assign and transfer the rights granted hereunder. To the extent that any right now or in the future existing under copyright is not specifically granted to Proprietor by the terms of this Agreement, such right shall be deemed to have been granted hereunder.

With respect to the abstract of the Article (“Abstract”) and any Supplemental Materials, as defined in Section 2 of the Terms of the Agreement, provided by Contributors, Contributors hereby grant to Proprietor on a non-exclusive basis, all rights and licenses set forth above with respect to the Article.

The Article, Abstract, and Supplemental Materials are collectively referenced herein as the “Contribution”.

**By signing this Agreement on behalf of all Contributors, the signing Contributor represents and warrants that he/she has received written permission from each Contributor to sign this Agreement on his or her behalf and to grant the exclusive license herein.** Contributors understand that he/she each has the option of having each Contributor sign a separate copy of this Agreement by contacting the Editorial Office for a version of this Agreement to be signed by each Contributor and returned directly to the Editorial Office.

**For Contributors:**

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

## **TERMS OF AGREEMENT**

### **1. Warranties; Indemnification**

Contributors, jointly and severally, warrant and represent that (a) all Contributors have the full power and authority to enter into and execute this Agreement and to license the rights granted herein, and that such rights are not now subject to prior assignment, transfer, or other encumbrance; (b) the Contribution is the original work of Contributors (except for copyrighted material owned by others for which written permission has been obtained), has not been previously published in any form (except for any previous public distribution of the Contribution, which has been disclosed in writing to the Editor), and has been submitted only to the Journal; (c) the Contribution does not infringe the copyright or violate any proprietary rights, rights of privacy or publicity, or any other rights of any third party, and do not contain any material that is libelous or otherwise contrary to law; (d) all statements and presentation of data in the Contribution asserted as factual are either true or based on generally accepted professional research practices, and no formula or procedure contained therein would cause injury if used in accordance with the instructions and/or warnings included in the Contribution; and (e) any studies on which the Contribution is directly based were satisfactorily conducted in compliance with the governing Institutional Review Board (IRB) standards or were exempt from IRB requirements. In the event that any of the foregoing warranties or representations are breached, Contributors, jointly and severally, shall indemnify and hold harmless Proprietor, the Journal's Editor, and Proprietor's affiliates, assigns, and licensees (expressly including SAGE, if SAGE is not the Proprietor), against any losses, liabilities, damages, costs and expenses (including legal costs and expenses) arising from or resulting out of any claim or demand of any kind relating to such breach.

### **2. Supplemental Materials**

Supplemental Materials, as used in this Agreement, means all materials related to the Article, but not considered part of the typeset Article as published in the Journal, provided by Contributors to Proprietor. Supplemental Materials may include, but are not limited to, data sets, audio-visual interviews and footage including podcasts (audio only) and vodcasts (audio and visual), appendices, and additional text, charts, figures, illustrations, photographs, computer graphics, and film footage. Contributors' grant of a non-exclusive right and license to Proprietor for these materials in no way restricts republication of the Supplemental Materials by Contributors or anyone authorized by Contributors.

### **3. U.S. Government Works; Works Prepared Under U.S. Government Contract or Grant**

If the Contribution is identified as a U.S. Government work, then Contributors hereby certify that all Contributors were officers or employees of the United States Government at the time the Contribution was prepared and that the Contribution was prepared by Contributors as part of their official government duties. Proprietor acknowledges that under the U.S. Copyright Act of 1976, as amended, United States copyright protection is not available for U.S. Government works, which are considered to be in the public domain in the United States. Proprietor acknowledges that Contributors' execution of this Agreement documents their permission to Proprietor to publish the Contribution and signifies that Contributors agree with all other terms of this Agreement, but does not convey an exclusive license to Proprietor to publish the Contribution. Proprietor acknowledges that authors of U.S. Government works may not be able to accept complimentary copies of the Contribution, or may only accept the complimentary copies on behalf of their employing agency, and Proprietor will follow Contributors' preference with respect to providing complimentary copies. If the Contribution was prepared under a U.S. Government contract or grant, Proprietor acknowledges that the United States Government reserves a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use the Contribution for official United States Government purposes only, and to authorize others to do so, if the U.S. Government contract or grant so requires. However, such works will not be considered U.S. Government works, as described previously. Upon request, Contributors will provide Proprietor with the contract number of the U.S. Government contract or grant and/or copy of the contract.

### **4. Contributors' Credit**

Each Contributor will receive credit as an author of the Contribution when it is published in the Journal; the form and placement of the credit will be determined by Proprietor (and/or SAGE, if different from Proprietor). Corresponding Contributor is responsible for providing the name and contact information of each Contributor to the Editor and/or Proprietor in order to ensure accurate credit. Each Contributor grants Proprietor and its licensees and grantees the right to use such Contributor's name, likeness, biographical information, and professional credits on copies of the Contribution and the Journal and in connection with the exercise of any other of Proprietor's rights granted hereunder and in advertising, marketing, and promotion in connection therewith, and to grant such rights to any licensees or assigns of Proprietor's rights hereunder.

### **5. Copyediting; Proofreading; Color Images**

The Editor and/or Proprietor (and/or SAGE, if different from Proprietor) may copyedit the Contribution and Supplemental Materials, if any, for clarity, brevity, accuracy, grammar, word usage, and style conformity and presentation as the Editor and/or Proprietor deems advisable for production and publication in the Journal. Corresponding Contributor shall proofread proofs of the Contribution and indicate any proposed corrections or other changes and their timely return to Proprietor as directed, with time being of the essence. Proprietor (and/or SAGE, if different from Proprietor) may charge to Contributors the cost of making extensive text changes in proofs requested by Corresponding Contributor at a rate of \$2.00 per line. If corrected proofs are not timely returned, Proprietor may proceed with the publication of the Contribution as it deems appropriate. In the event Contributor desires to include color images in the Contribution as published in the print edition of the Journal, Contributor shall notify Editor, and Editor will advise Contributor of any additional charges, at the Journal's then-current rate, that may apply. Color images may be included in Contribution as published in the online edition of the Journal at no charge.

### **6. Publishing Ethics & Legal Adherence**

Contributions found to be infringing this Agreement may be subject to withdrawal from publication (see Termination below) and/or be subject to corrective action. The Proprietor (and/or SAGE if SAGE is different than the Proprietor) reserves the right to take action including, but not limited to: publishing an erratum or corrigendum (correction); retracting the Contribution; taking up the matter with the head of department or dean of the author's institution and/or relevant academic bodies or societies; or taking appropriate legal action.

## **7. Termination**

This Agreement must be signed by or on behalf of all the copyright holders in the Contribution as a condition of publication. Proprietor makes no guarantee that the Contribution will be published in the Journal. If for any reason the Contribution is not published in the Journal, then all rights in the Contribution granted to Proprietor shall revert to Contributors and this Agreement shall be of no further force and effect, and neither Proprietor (nor SAGE if different from Proprietor) nor Contributors will have any obligation to the other with respect to the Contribution.

## **8. General Provisions**

The validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of California and subject to the jurisdiction and venue of the courts of the State of California located in Ventura County and of the U.S. District Court for the Central District of California.

In the event a dispute arises out of or relating to this Agreement, the parties agree to first make a good-faith effort to resolve such dispute themselves. Upon failing, the parties shall engage in non-binding mediation with a mediator to be mutually agreed on by the parties. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, which the parties cannot settle themselves or through mediation, shall be settled by arbitration. In any legal action or other proceedings (including arbitration proceedings) between the parties, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs and expenses incurred in such action or proceeding, including without limitation, reasonable attorneys' fees and costs.

No amendment or modification of any provision of this Agreement shall be valid or binding unless made in writing and signed by all parties. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior and contemporaneous agreements, understandings, and representations. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted. This Agreement may be executed in counterparts, each of which shall be deemed the original, all of which together shall constitute one and the same instrument. A faxed copy or other electronic copy of this Agreement shall be deemed an original. The parties authorize that their electronic signatures act as their legal signatures of this Agreement.

## **9. Consent for Commercial Electronic Messages**

Contributors hereby provide express consent for Proprietor, its affiliates and licensees (expressly including SAGE, where SAGE is not the Proprietor), and their respective designees to contact you in connection with any business communication or other correspondence. The parties agree that such consent may be withdrawn by Contributors at a later time by providing written notice (including by email) to Proprietor (and/or SAGE if different than Proprietor). This provision will survive expiration or earlier termination of this Agreement.

## **10. Declaration of Conflicts of Interest**

Contributors certify that all potential conflicts of interest have been acknowledged in the Contribution and covering letter accompanying the Contribution, including but not limited to, all forms of financial and commercial support, including pharmaceutical company support and any commercial or financial involvements that might present an appearance of a conflict of interest related to the Contribution and any other potential conflicts identified in the Journal's manuscript submission guidelines.

## **11. Contributor's Responsibilities with Respect to Third Party Materials**

Contributors are responsible for: (i) including full attribution for any materials not original to the Contribution, (ii) securing and submitting with the Contribution written permissions for any third party materials allowing publication in all media and all languages throughout the world in perpetuity, (iii) making any payments due for such permissions. SAGE is a signatory of the STM Permissions Guidelines, which may be reviewed online.

- For information regarding Contributor's re-use rights, please see SAGE's policy here: <https://us.sagepub.com/en-us/nam/journal-author-archiving-policies-and-re-use>.
- SAGE will provide the Corresponding Contributor of the Contribution with an electronic copy of the Contribution.