

# TRANSFER OF COPYRIGHT AGREEMENT

This is a Transfer of Copyright Agreement (the "Agreement") between The Institute of Mind and Behavior, Inc. ("The Institute") as publisher of The Journal of Mind and Behavior ("JMB") and \_\_\_\_\_ ("Author(s)"), concerning submission for publication of the manuscript and any supplemental tables, illustrations, or other information submitted therewith (the "Article") having the title set forth below.

For good and valuable consideration, including the opportunity to have the Article published in JMB and other consideration, the receipt and sufficiency of which the parties acknowledge, The Institute and Author(s) agree as follows:

Author(s) hereby warrants that:

1. the Article entitled \_\_\_\_\_ which has been submitted to JMB for publication is original, has not been submitted for publication elsewhere and has not been published elsewhere;
2. the Article which has been submitted for publication is new and has not been copied in whole or in-part from any other article or publication;
3. all right, title, and interest in and to the copyright to the Article are solely and exclusively owned by Author(s) and no third parties have any interest whatsoever in the Article or the copyright or other intellectual property rights thereto; and
4. where applicable, written permission has been obtained from third-party copyright holders for use of text, tables, illustrations and other matter appearing in the Article and the appropriate sources have been credited in the Article.

Author(s) agrees:

1. that if the Article is accepted for publication by The Institute, Author(s) hereby assigns and transfers to The Institute all right, title, and interest in and to the Article and all copyright and other intellectual property rights thereto, under the United States Copyright Act and all international laws, treaties and conventions (for U.S. Government employees: to the extent assignable and transferable); for clarity, this assignment includes any and all revisions to the manuscript and/or title revisions which may occur at any time prior to publication;
2. to execute and perform any documents and instruments of recordation which The Institute reasonably requests to confirm or evidence the above assignment and transfer of copyright;
3. to supply written permission(s) from third-party copyright holders (as applicable) to The Institute upon request;
4. that copies of the Article made by Author(s) under the circumstances described below bear the copyright notice which appears in the published Article;
5. to indemnify and hold The Institute and its officers, directors, and employees harmless from and against any and all claims for copyright infringement, defamation, invasion of privacy, or other claims which arise in connection with The Institute's use of the manuscript and publication of the Article, including all costs and attorneys' fees The Institute incurs in defending any such claim; in the event of any such claim, The Institute may elect to defend/settle the claim itself, promptly tender the claim to Author(s) for Author(s) to defend/settle the claim, or mutually arrange with Author(s) for joint defense/settlement of the claim;
6. The Institute shall not be liable to Author(s) for any loss or damage whatsoever resulting from omissions or inaccuracies in the published Article; and
7. in the event of any dispute between The Institute and Author(s), New York State law shall apply with venue solely in New York, New York. Author(s) hereby submits to personal jurisdiction in New York, New York for any disputes arising under or related to this Agreement.

Author(s) specifically retains:

1. proprietary rights other than copyright, such as rights to Author's(s') processes and procedures described in the Article, and the right to make oral presentations of material in the Article;
2. the right to make copies (print or electronic) of the Article for personal use (not commercially or systematically, e.g., via an e-mail list or listserv), classroom teaching, and for internal distribution within Author's(s') institution(s);
3. the right to post a pre-print version of the Article on Internet websites and to post revised personal versions of the Article on personal or institutional websites provided there is appropriate citation of the Article with a link to JMB's webpage ([www.umaine.edu/jmb/](http://www.umaine.edu/jmb/)); and
4. the right to reuse all or part of the Article in the compilation of Author's(s') own works or in a textbook of which Author(s) is the author.

The parties have executed this Agreement on the dates set forth below:

THE INSTITUTE OF MIND AND BEHAVIOR, INC.,  
a New York corporation

\_\_\_\_\_  
RAYMOND C. RUSS, PH.D., EDITOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CO-AUTHOR SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
AUTHOR SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CO-AUTHOR SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE