



Publishing Agreement

I, _____ (Print Name), the undersigned corresponding author/co-author/assignee/employer/guarantor (delete as appropriate) on behalf of all author(s) (“Author”), certify that the Author wishes to publish an article in _____ (“Journal name”) published by Xia & He Publishing Inc. (Publisher). The Publisher has the right to publish the article entitled _____

(manuscript No. _____) in _____ (“Journal name”), including, without limitation, the original manuscript, any diagrams, photographs, other illustrative material, video, film or any other material howsoever submitted (“Contribution”).

For the above purpose, certain rights are granted by the Author to the Publisher under the Agreement as below. The clauses of the Agreement are on an applicable basis based on the status of the Author(s) individually and collectively as government employees of any country in the world, specifically:

(1) For material created by US Federal Government employees acting in the course of their employment, there is no copyright, and the license does not apply. The Author Warranties will continue to apply.

(2) For material created by employees of the UK Crown acting in the course of their employment, the license provided shall be automatically a non-exclusive license

1. LICENSE OF COPYRIGHT

- a. The Author hereby grants and assigns to the Publisher, its successors, representatives, and assigns, the sole, worldwide, and exclusive right to publish (i.e., print, publish, sell and otherwise commercially exploit), reproduce, display and store the Contribution, in all forms, whether known now or created in the future, including the right to translate, adapt, reprint, create derivative works based on the Contribution during the full term of copyright and any renewals and extensions thereof, except as provided herein in the Reversion of Rights clause below. The above rights also include the right of the Publisher to license any third party to do any or all of the above.
- b. The Author and the Publisher agree that the Author may grant a Creative Commons copyright license in the Article to the general public for noncommercial use, under the Creative Commons Attribution-NonCommercial License 4.0 (CC BY-NC 4.0 <https://creativecommons.org/licenses/by-nc/4.0/>) provided that the following statement is provided “This article has been published in _____ (“Journal name”) at [insert full citation reference] and can also be viewed on the Journal’s website at _____”. If the article is required to be published in the public domain, then upon the Author notifying the Publisher at the time of submission the article shall be released under the Creative Commons 1.0 Public Domain Dedication waiver (<https://creativecommons.org/publicdomain/zero/1.0/>).

- c. If any third-party owns the copyright to the Contribution, in full or in part, it is the Author's responsibility to obtain in writing, the relevant party's consent to the terms of this Agreement.

2. ADDITIONAL RIGHTS AND OBLIGATIONS

In the event a third party claim arises for infringement of copyright or unfair competition during the term of this Agreement, the parties have the option of to proceed individually or jointly in defense or prosecution of such claims. The parties will be liable solely for any costs if they proceed individually and any recovery from such proceedings shall be retained by such party. For joint proceedings, all costs, including attorney's fees and recovery, if any, shall be borne equally by both parties. Either party consents to any action brought in the other's name, so far as required under the above-mentioned proceedings. The Publisher, however, shall have no obligation or any liability to bring claims in the event of actionable claims of the nature mentioned in this clause.

3. EDITING RIGHTS

The Publisher may edit and make additional changes to the Contribution to ensure that it meets the publications standards of the Publisher, whether before or after publication. The Publisher shall make every effort to communicate and consult with the Author in case there are any substantial changes.

4. REVERSION OF RIGHTS

Any rights granted to the Publisher shall revert to the Author in the event that the Contribution is not published in the Journal or equivalent publication as decided by the Publisher within a period of 12 months from the date of submission of the Contribution to the Publisher.

5. RIGHTS GRANTED TO OWNERS OF THE CONTRIBUTION

The Author(s) retain ownership of the copyright, subject to the License terms.

6. AUTHOR WARRANTIES

The Author warrants to the Publisher that:

- i) the Contribution is original, has not been previously published and that the Author is proprietor of the Contribution;
- ii) the Author is the owner of all rights, and legally able to transfer said rights in the Contribution to the Publisher and said rights are not subject to any interference;
- iii) the Contribution does not contain any matter which is obscene, libelous, unlawful, and does not infringe any third party's copyright or copyright from the Author's other works; and
- iv) the Contribution does not violate privacy rights of any person or organization.

7. INDEMNITY

The Author will indemnify the Publisher and any of its successors, assigns, licensees or any successors, from any claims, loss, or damages from any third party on accounting of a breach of the warranties provided in this Agreement.

8. LAW AND JURISDICTION

To the fullest extent permitted by law, this Agreement will be governed by the laws of the State of Texas and federal laws of the United States of America, as applicable. The relevant courts of the State of Texas whose courts shall have exclusive jurisdiction.

