

# Chelonian Conservation and Biology

**NOTE TO AUTHORS:** Read this form carefully before signing. Please note that authors are responsible for obtaining written permission from the copyright holder to use copyright materials in the manuscripts listed below. Authors who are college and university faculty or who work for corporations should consult the appropriate office at their institutions to determine whether the author or institutions owns copyright.

## Copyright Assignment and Author Disclosure Form

Author: \_\_\_\_\_ MS #: \_\_\_\_\_ Date: \_\_\_\_\_

Co-Author(s): \_\_\_\_\_

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

Thank you for submitting your manuscript for publication in Chelonian Conservation and Biology. In order to expedite the publishing process and enable the Chelonian Research Foundation to disseminate your work to the fullest extent, please complete and return this Copyright Assignment and Author Disclosure Form as soon as possible. If your contribution is not accepted for publication or is not published within 18 months, this agreement will be null and void.

My signature below signifies that I have read and accept the following terms:

### A. Copyright Assignment

The Author hereby assigns and transfers to the Chelonian Research Foundation during the full term of copyright and any extensions or renewals of that term, all copyright in and to the Manuscript named above, in all forms and media of expression now known or later developed. The Author also agrees to transfer and assign to the Chelonian Research Foundation all related rights including but not limited to all common law rights, all future claims of any nature, including the right to sue for copyright infringement and to recover and retain any damages paid or received as a result of such infringement.

### B. Contributions Owned by Employer

If the Manuscript named above was written by the Author during the course of employment (work-for-hire), the Manuscript is owned by the company/employer who must sign this Form in the space provided below. In such case, the Employer hereby assigns to the Chelonian Research Foundation during the full term of copyright and any extensions or renewals of that term all copyright in and to the Manuscript named above, in all forms and media of expression now known or later developed. The Employer also agrees to transfer and assign to the Chelonian Research Foundation all related rights including but not limited to all common law rights, all future claims of any nature, including the right to sue for copyright infringement and to recover and retain any damages paid or received as a result of such infringement.

### C. Manuscripts Prepared under Government Grant or Contract

In the case of a manuscript prepared under United States, United Kingdom, Canadian, or Australian government contract or grant, the respective government may reproduce, without charge, all portions of the Manuscript and may authorize others to do so for official government purposes. Copyright assignment applies only to the extent allowable by law.

### D. Government Employees

In the case of a manuscript prepared as part of an author's official duties as a government employee, assignment of copyright applies only to the extent allowable by law.

## **E. Retained Rights**

Notwithstanding the above, the Author, or if applicable the Author's employer, retains all rights other than copyright and its related rights listed above, such as patent and trade mark rights as well as the rights to any process or procedure described in the Manuscript.

## **F. Author Warranties and Disclosure**

The Author represents and warrants the following:

- He/She has the right to assign and transfer (unless Authors falls under exceptions listed in Paragraphs C or D above) and has not previously transferred copyright to any other society, publisher, or institution.
- He/She has or will obtain written permission from the copyright holder to reproduce material owned by a third party.
- He/She has sufficiently participated in the development and completion of this manuscript to take public responsibility for it.
- The Manuscript named above is the Author's original work and has not been previously published elsewhere in whole or in part nor is it under consideration elsewhere.
- The Manuscript contains no libelous or otherwise unlawful statements and does not infringe on the rights of third parties.
- He/She will disclose any conflict of interest including to but not limited to employment, direct payments, retainers, consultancies, and stock holdings, with any individual, company, or organization with a vested interest in the subject matter discussed in the manuscript.

## **G. Indemnity Clause**

The Author agrees to release, hold harmless and indemnify the Chelonian Research Foundation its directors, officers, and partners against any and all liability, either to the society or the public, for any breach of the above warranties. Author understands that the Chelonian Research Foundation can and will take legal action against him/her if the society, its directors, officers, or partners are sued for copyright infringement as a result of the Author's breach of the warranties listed above.

## **H. Open Access Publication**

Authors may choose to pay for open access publication. Articles published open access in Chelonian Conservation and Biology will be published under a Creative Commons CC-BY-NC-SA license, which means the article may be reused with proper attribution for noncommercial use. Any remix or transformed version of the content must be distributed under the same license as the original.

**Author(s) Signature(s) Required**

Author's Name (Please Print): \_\_\_\_\_  
Author's Signature: \_\_\_\_\_  
Today's Date: \_\_\_\_\_

One author may sign on behalf of all authors, by signing the following statement: "I represent that I am authorized to execute this transfer of copyright on behalf of all the authors of the article described above."

Author's Signature: \_\_\_\_\_

**Government Employees Exception [non-government employee co-authors must sign above]**

Author (Employee): I certify that the above Manuscript was written as part of my official duties as a government employee as noted in Paragraph D. Thus, copyright assignment applies only to the extent allowable by law. I agree to all the warranties listed above in Paragraph F.

Author's Name (Please Print); \_\_\_\_\_  
Author's Signature: \_\_\_\_\_  
Today's Date: \_\_\_\_\_

**Work-for-Hire Exception [both Author and Employer must sign]**

Employee: I certify that the above Manuscript was written during the course of my employment. I agree to all the warranties above in Paragraph F.

Author's Name (Please Print): \_\_\_\_\_  
Author's Signature: \_\_\_\_\_  
Today's Date: \_\_\_\_\_

Copyright Holder: I agree to transfer and assign copyright pursuant to Paragraph C above.

Copyright Holder's Name (Please Print): \_\_\_\_\_  
Copyright Holder's Title: \_\_\_\_\_  
Copyright Holder's Signature: \_\_\_\_\_  
Today's Date: \_\_\_\_\_

**Please return this form upon submission of your manuscript, or as soon as possible thereafter. If we do not receive this form before making a final decision, accepted articles cannot be sent into production. Please make a copy for your records. Complete and return the signed form vial mail or e-mail to:**

Jeffrey A. Seminoff, Executive Editor  
Southwest Fisheries Science Center  
8901 La Jolla Shores Dr.  
La Jolla, CA 92037 USA  
ccbjournal@gmail.com