



UNIVERSITY OF CALIFORNIA PRESS

PUBLICATION AGREEMENT
Nineteenth-Century Literature (NCL)

Editor in Chief: _____

Corresponding Author: _____

Article Title: _____

Volume / Issue (Month / Year): _____

The University of California Press (Press) is pleased to be publishing the Article identified above in the journal, *Nineteenth-Century Literature (NCL)*. So that you as Author and we as Publisher of *NCL* may be protected from unauthorized use of its contents, we consider it essential to secure the copyright. To this end, we ask you to grant us all rights, including subsidiary and licensing rights, for your article. We will, however, grant you the right to use your article without charge, in addition to several other rights, as indicated below in the section on Author's Rights.

Author's Rights

The Author is hereby reserving the rights to use their article in the following ways, as long as Author acknowledges the original publication by the University of California Press, in standard bibliographic citation form, and does not sell it or give it away in a manner that would conflict directly with the business interests of the Press:

- (i) to use the article for internal educational, classroom use, or other research purposes of the Author's own institution or company;
- (ii) to publish the article or permit it to be published by other publishers, as part of any book or anthology, of which the Author is the author or editor, unless the anthology is drawn primarily from *NCL*;
- (iii) to post the article on the Author's personal website or within institutional or subject repositories;
- (iv) to post, no sooner than 6 months after publication of the article in *NCL* in the Author's funding body's archive.

The rights granted in clauses (i) and (ii) above are intended to benefit the original creators of the Article only. Accordingly, if you claim ownership of or rights in the Article because it was created by your employee or a work made for hire, as defined in the Copyright Act, the rights granted in clauses (i) and (ii) above shall not apply to you, and you must contact the Press for permission to make these uses.

Licenses to Publisher

Whereas by authority of the Regents of the University of California, the University of California Press is undertaking to publish *NCL* of which the undersigned is Author of one or more parts, the Author grants and assigns exclusively to the Regents of the University of California for its use, any and all rights of whatsoever kind or nature now or hereafter protected by the Copyright Law of the United States of America and all foreign countries in all languages in and to the above named article, including all subsidiary rights, and electronic rights. This includes granting the Regents of the University of California copyright and licensing rights to the article separate and apart from the journal issue, in any and all media.

Requirements for Publication

The Author agrees to prepare and revise the Article according to the editor(s)'s instructions and to meet all other requirements for publication communicated to them by the editor(s) or Press. It is the Author's responsibility to determine whether the Article includes material that requires written permission for publication in *NCL*, including any material that is supplementary to the Article; to obtain such permission, at their own expense, from the copyright owner; and to submit that permission to the editor(s) in writing, with the manuscript.

Author Compensation

The Author will receive no payment from the Publisher for the use of their article, except in cases of work made for hire.

Warranties

The Author warrants the following:

- (i) that the Author has the full power and authority to make this agreement and that the Article is the Author's original work;
- (ii) that the Author's work does not infringe any copyright, nor violate any proprietary rights, nor contain any libelous matter, nor invade the privacy of any person;
- (iii) that no right in the work has in any way been sold, mortgaged, or otherwise disposed of, and that the work is free from liens and claims;
- (iv) that if the article or any material within the article, such as artwork, has been previously published, permission has been obtained to reproduce such material in *NCL*, and in any subsequent reuse or license of the article/material, by the Publisher, including electronic reuse.

The Author agrees to hold the Publisher, their licensees, and their distributees harmless from any claim, action, or proceeding alleging facts that constitute a breach of any warranty enumerated in this paragraph, and further agrees to indemnify the Publisher and others against expenses and attorney's fees that may be incurred in defense against each claim, action, or proceeding.

Please complete, sign, and date this agreement and return it to the editor(s) by email, retaining a copy for your files. An electronic signature may be used. The Author agrees that an electronic signature shall be valid and binding for all purposes, and hereby waives any objection to use of an electronic version of this agreement as a substitute for the original for any legally recognized purpose. This agreement will terminate if we do not publish your article within two years of the date of your signature.

**FOR REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND UNIVERSITY OF CALIFORNIA PRESS**

David Famiano, Journals Publisher

PUBLICATION AGREEMENT—PAGE 2

For each article, one of the following boxes must be signed. Return the complete form by email, retaining a copy for your files.

Article: {article title}, {vol/iss/month/year} _____

Corresponding author, signing on behalf of joint author(s): Your signature below indicates that you have assigned copyright in the Article on behalf of the joint author(s) named below. You warrant that you have been granted by each such joint author the authority to act as their agent on their behalf and indemnify *NCL* and University of California Press from any claim arising from the breach or inaccuracy of this warranty. It is your responsibility to communicate the terms of publication to each author named below.

Names of joint author(s): _____
(Please print or type)

Your signature: _____

Your name: _____ Date: _____
(Please print or type)

Address: _____

Phone: _____ Fax: _____ Email: _____

For the case of multiple authorship, where one or more authors is a U.S. Government employee/subject to Crown copyright but at least one author is not, that non-Government or crown Copyright author should fill out a separate agreement and sign the appropriate box on this form.

Sole author:

Your signature: _____

Your name: _____ Date: _____
(Please print or type)

Address: _____

Phone: _____ Fax: _____ Email: _____

U.S. Government employees: Your signature below indicates that you were an employee of the United States Government at the time the Article was prepared and its preparation was undertaken as part of your official duties. Accordingly, you agree to the terms of the attached Publication Agreement with the exception of the section entitled Licenses to Publishers, which does not apply to you.

Institution or Agency: _____
(Please print or type)

Signature of author or agency representative: _____

Your signature: _____

Your name: _____ Date: _____
(Please print or type)

Address: _____

Phone: _____ Fax: _____ Email: _____

Work made for hire: Your signature below indicates that the Article was prepared as a “work made for hire” on your behalf, and you are thereby entitled to grant and assign copyright as requested in the Publication Agreement. You understand that the rights granted in clause (i) and (ii) of the Author’s Rights do not apply to you.

Employer: _____
(Please print or type)

Signature of employer representative: _____

Name: _____ Date: _____
(Please print or type)

Address: _____

Phone: _____ Fax: _____ Email: _____

Article: {article title}, {vol/iss/month/year} _____

Crown copyright author: Authors who are employees of the British Government (or a British Commonwealth Government) and whose articles are subject to Crown copyright, may sign below. University of California Press recognizes and will honor Crown copyright as they do U.S. Copyright. It is understood that, in asserting Crown copyright, the undersigned grants an irrevocable, non-exclusive license to the Press to publish and disseminate the article, royalty-free. Signing below will certify that you, as author/joint author, of the above work are subject to Crown copyright. Appropriate documentation and instructions regarding wording of Crown copyright notice may be attached.

Names of joint author(s): _____
(Please print or type)

Your signature: _____

Your name: _____ Date: _____
(Please print or type)

Address: _____

Phone: _____ Fax: _____ Email: _____