

THE OFFICIAL MAGAZINE OF THE OCEANOGRAPHY SOCIETY

# Oceanography

## TRANSFER OF COPYRIGHT

**INSTRUCTIONS:** This form must be signed by all Contributing Authors of the Manuscript. If possible, the Lead Author should sign, route this original form to all Contributing Authors, and return it to the Assistant Editor when all signatures are obtained. If it is not possible to accomplish this in a timely manner, copies of this form may be e-mailed or faxed to each Contributing Author. Each Contributing Author must sign and fax or mail the signed form to the *Oceanography* Assistant Editor (the fax number and address are at the bottom of the second page of this form).

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

---

Contributing Author(s): \_\_\_\_\_

---

In consideration of the publication of the Article in *Oceanography* magazine, the Author(s) named above (the “Contributing Author(s)”) hereby transfer to The Oceanography Society (the “Society”) all worldwide rights in perpetuity in the Article, under copyright and otherwise, as a work-made-for-hire contribution to a collective work. If for any reason the Article should be deemed not a work-made-for-hire, the Contributing Author(s) hereby assign worldwide copyright in the Article to the Society. Without limiting the foregoing, the Contributing Author(s) hereby grant all worldwide rights in and to the Article to the Society with the exclusive right to publish, distribute and sell the Article as part of the collective work *Oceanography* magazine, and otherwise, whether in print, electronic or in any other medium now known or hereafter developed in which the Article may be communicated, in all languages, and to license others to do the same, or to refrain from any of the aforesaid.

The Contributing Author(s) represent and warrant that they are the sole author(s) of the Article; that the Article is original and does not infringe upon any copyright, or any other right whatsoever of any person or entity; and that the Contributing Author(s) have the full power to grant the rights conveyed to the Society hereunder. The Contributing Author(s) represent and warrant that they have obtained or will obtain all the necessary rights, licenses and clearances and have paid or will pay all of the required fees (if any), and will advise the Society of any credits required to be given, for the incorporation of any illustrations, photographs, text or any other materials owned by any third party in the Article provided to the Society by the Contributing Author(s) for publication (the “Third Party Materials”). In the event that any Third Party Materials are utilized in the Article, the Contributing Authors shall identify such materials, and provide to the Society copies of any applicable licenses, releases or permissions. The Contributing Authors represent and warrant that the Article has not been published previously, nor is it under consideration by any other publisher. The Contributing Authors further agree that unless and until rights in the Article revert to the Contributing Author(s) as provided hereinbelow, the Authors shall not submit it elsewhere for publication, nor shall any Contributing Author publish the Article, unless written permission is first obtained from the Society. The Contributing Author(s) will indemnify and hold the Society harmless from and against any claim, demand, damage, liability, cost or expense (including reasonable attorney’s fees), that may result from any claims, damages, losses or costs arising out of the Contributing Author’s breach of any of the representations or warranties made in this Transfer of Copyright agreement.

The Society, its licensees and assignees shall have the right to use the names, likenesses and biographical information of the Contributing Author(s) in connection with the Article and in any promotion or advertising therefor, or to refrain therefrom; provided, that if the Article is published, the Society shall credit the authorship of the Contributing Author(s) of the Article in each published version thereof. If the Article is not published in any form within twelve (12) months following the date hereof, all rights assigned hereunder to the Society shall revert to the Contributing Author(s).

This Assignment expresses the entire agreement between the Contributing Author(s) and the Society, and may not be changed except by a writing signed by the Society and each of the Contributing Author(s). This Agreement shall be construed in accordance with the laws of the State of Maryland.

<b>SIGNED AND AGREED</b>		
<hr/> 1. Contributing Author Signature <hr/> Printed Name <span style="float: right;">Date</span>	<hr/> 6. Contributing Author Signature <hr/> Printed Name <span style="float: right;">Date</span>	<hr/> 11. Contributing Author Signature <hr/> Printed Name <span style="float: right;">Date</span>
<hr/> 2. Contributing Author Signature <hr/> Printed Name <span style="float: right;">Date</span>	<hr/> 7. Contributing Author Signature <hr/> Printed Name <span style="float: right;">Date</span>	<hr/> 12. Contributing Author Signature <hr/> Printed Name <span style="float: right;">Date</span>
<hr/> 3. Contributing Author Signature <hr/> Printed Name <span style="float: right;">Date</span>	<hr/> 8. Contributing Author Signature <hr/> Printed Name <span style="float: right;">Date</span>	<hr/> 13. Contributing Author Signature <hr/> Printed Name <span style="float: right;">Date</span>
<hr/> 4. Contributing Author Signature <hr/> Printed Name <span style="float: right;">Date</span>	<hr/> 9. Contributing Author Signature <hr/> Printed Name <span style="float: right;">Date</span>	<hr/> 14. Contributing Author Signature <hr/> Printed Name <span style="float: right;">Date</span>
<hr/> 5. Contributing Author Signature <hr/> Printed Name <span style="float: right;">Date</span>	<hr/> 10. Contributing Author Signature <hr/> Printed Name <span style="float: right;">Date</span>	<div style="text-align: center;"><b>The Oceanography Society</b></div> <hr/> Authorized Representative Signature <hr/> Printed Name <span style="float: right;">Date</span>