

PUBLICATION AGREEMENT
JOURNAL FOR APPLIED JUVENILE JUSTICE SERVICES
National Partnership for Juvenile Services

AGREEMENT made **INSERT DATE**, between National Partnership for Juvenile Services, 2220 Nicholasville Road, Suite 110-333, Lexington, KY 40503 (hereinafter, "Publisher") and **INSERT AUTHOR'S NAME** (hereinafter, "Author"), with respect to Author's written work provisionally entitled **INSERT TITLE OF ARTICLE** (hereinafter, the "Work," intended for publication in a journal entitled *Journal for Applied Juvenile Justice Services (JAJJS)* (hereinafter, the "Journal").

1. **Grant of Rights.** Author hereby grants, transfers, and assigns to Publisher each and every right in and to the Work, throughout the world, including the copyright therein and any renewals and extensions thereof, including, without limitation, the right to register the copyright in the Work in the name of the Publisher, the rights to print, reproduce, publish, distribute, display, transmit, translate into any language, and sell copies thereof, or excerpts therefrom or derivative works based therein, in any manner, form, or media now known or hereafter developed, and to sell or license to others any or all of the foregoing rights.
2. **Author's Duties.** (a) Author shall read and correct the edited manuscript and proofs of the Work when and if submitted, and promptly return the corrected manuscript or proofs to the Publisher. Publisher may charge Author for expenses incurred as a result of excessive changes in proofs. (b) If the work incorporates any previously copyrighted material that is not in the public domain, Author shall obtain, at no expense to Publisher, written permission from the copyright owner of such material to include it in the Work and shall deliver such written permission to Publisher prior to publication of the Work, as Publisher shall require.
3. **Compensation.** Publisher will provide each Author with one (1) free copy (pdf or hard copy) of the Work published online in the Journal. No other consideration, compensation, or royalty shall be due Author for the rights granted herein.
4. **Author's Credit.** Publisher will give Author credit as the author of the Work, the form and placement of which shall be determined by Publisher. Publisher may use Author's name and likeness, as Publisher deems advisable, in advertising and promoting the Journal.
5. **Warranties and Representations.** (a) Author warrants and represents that he/she is the owner of all rights transferred and assigned hereunder, that he/she has the full right, power, and authority to make the transfer, assignment, and grant of rights herein and that they have not heretofore been assigned or otherwise encumbered and are in all respects free and clear; that the Work is his/her original work, not in the public domain, and does not infringe the copyright or any other proprietary right of any other party; that the Work contains no material that is defamatory, libelous, obscene, violates any right of privacy, or is otherwise contrary to law; and that no instruction or formula included in the Work is harmful if applied. (b) Author shall indemnify and hold harmless Publisher, its subsidiaries and affiliates, their officers, directors, employees, agents and licensees, against any liabilities, losses, damages, charges, judgments, settlements, costs, and expenses (including reasonable attorney's fees and expenses and court costs) arising or resulting from any claim, demand, action, suit, or proceeding, or the settlement or compromise thereof, which, if sustained, would constitute a breach of any of the warranties and representations herein. Publisher makes no guarantee that the Work will be published in the Journal. If the Work is not published in the Journal, this agreement shall be null and void, and all rights transferred herein shall revert to Author.
6. **License to Author.** Publisher grants to Author the non-exclusive right to use all or part of the Work in any book or article written by Author, provided that the copyright notice which appears on the issue of the Journal in which the Work is first published, and a full citation of the Journal is affixed to copies of such book or article as to give reasonable notice of such copyright.
7. **Government Employees.** Notwithstanding the foregoing, if Author is an employee of the United States Government and the Work was done in that capacity, the assignment and transfer thereunder shall apply only to the extent allowable by applicable United States law.

This Agreement shall bind and insure to the benefit of the heirs, executors, administrators, and legal representatives of the Author, and upon the successors and assigns of the Publisher. However, all obligations of the Author are personal and non-assignable. This Agreement constitutes the complete understanding of the parties and shall be interpreted according to the laws of the Commonwealth of Kentucky, regardless of the place of its execution. No modification or wavier of any provision hereof shall be valid unless in writing and signed by the parties.

Author – Printed Name

Michael A. Jones, Editor, JAJJS
National Partnership for Juvenile Services

Author Signature

Date

Date