

JOURNAL CONTRIBUTOR PUBLISHING AGREEMENT

**For the International Journal of Toxicology (the "Journal")
Owned by the American College of Toxicology (the "Association")
Published by SAGE Publications, Inc., 2455 Teller Road, Thousand Oaks, CA 91320 ("SAGE")**

TITLE OF CONTRIBUTION (the "Contribution"): _____
CORRESPONDING CONTRIBUTOR: _____
"Corresponding Contributor" refers to the lead author.
CONTACT INFORMATION: _____

ALL CO-AUTHORS: _____

As used herein, the lead author and all co-authors of the Contribution are collectively referred to as "Contributors" and individually as a "Contributor."

Please read the attached terms, then complete, sign and return this form by mail, courier, fax, or email to the Editorial Office at:

Mary Beth Genter, PhD, DABT (the "Editor"), Department of Environmental Health, 3223 Eden Ave, 144 Kettering Lab, ML 670056,
University of Cincinnati, Cincinnati, OH 45267-0056 - Email: gentermb@ucmail.uc.edu / Fax: 513-558-4397

EXCLUSIVE LICENSE TO PUBLISH

Contributors represent and warrant that they own the copyright in the Contribution unless one of the following is checked:

Work made for hire for employer/Work done in the course of employment – the Contribution was prepared by the following Contributor _____ at the request of such Contributor’s employer and within the scope of the Contributor’s employment, and copyright in the Contribution is owned by the Contributor’s employer. (Both the Contributor and an authorized representative of the Contributor’s employer must sign this Agreement.) Please name **Employer**: _____

U. S. Government work – Contributors are employees of the United States Government **and** prepared the Contribution as part of their official duties. Please name **Govt Employer**: _____

(Please also read Section 2 of the attached "Terms of Agreement").

In consideration for publication of the Contribution in the Journal, Contributors hereby grant to the Association the exclusive right and license to reproduce, publish, republish, prepare all foreign language translations and other derivative works, distribute, sell, license, transfer, transmit, and publicly display copies of, and otherwise use, the Contribution, in whole or in part, alone or in compilations, in all formats and media and by any method, device, or process, and through any channels, now known or later conceived or developed; and the exclusive right to license or otherwise authorize others to do all of the foregoing, and the right to assign and transfer the rights granted hereunder. To the extent that any right now or in the future existing under copyright is not specifically granted to the Association by the terms of this Agreement, such right shall be deemed to have been granted hereunder.

By signing below, Contributors acknowledge their agreement to the above provisions **and** the terms and conditions stated in the attached "Terms of Agreement." Contributors represent and warrant that they have completed all information on the attached "Additional Contributor Information" accurately and thoroughly. **By signing this Agreement on behalf of all Contributors, Corresponding Contributor represents and warrants that he/she has received written permission from each Contributor to sign this Agreement on his or her behalf and to grant the exclusive license herein.** Corresponding Contributor understands that he/she has the option of having each Contributor sign a separate copy of this Agreement by contacting the Editorial Office for a version of this Agreement to be signed by each Contributor and returned directly to the Editorial Office.

For Contributors:

Signed: Date:

For Employer (only required if Work made for hire/done in the course of employment box is checked)

Signed: Date:
Authorized Representative: Name, Title:

For American College of Toxicology:


Kenneth Hastings, President

Additional Contributor Information

Contributors - Please complete the following two sections and return with your signed Agreement. Please attach additional pages if needed.

I. Declaration of Conflict of Interest and Financial Disclosure:

Contributors certify that the answers below are a thorough and accurate representation of all potential conflicts of interest of each Contributor and disclosure of full and complete financial support information relating to the Contribution:

1. Contributors, either individually or collectively, have received financial support, including pharmaceutical company support, for the authorship or promotion of the Contribution. **Yes** _____ **No** _____

If "Yes", please describe all forms and sources of financial support that each Contributor received related to the Contribution, including, for each Contributor: a) the name of the supporting organization, and b) the interests it represents and/or its product discussed or alluded to within the Contribution:

2. Contributors, either individually or collectively, have commercial or financial involvements that might present an appearance of a conflict of interest related to the Contribution. **Yes** _____ **No** _____

If "Yes", please describe all forms of commercial or financial involvements of each Contributor who received support:

3. Contributors, either individually or collectively, have signed agreements with sponsors of the research reported in the Contribution that places any requirements on their publication of the research findings, such as preventing them from publishing both positive and negative results or that forbids them from publishing the research without the prior approval of the sponsor. **Yes** _____ **No** _____

If "Yes", please identify all sponsor agreements for each Contributor, including a description of any publication requirements:

The Association reserves the right to include any information provided by Contributors in the sections above within the published Contribution as part of the Financial Disclosure Statement. If no conflicts of interest are declared, then the following statement may be printed with the Contribution: "The Authors declared that they had no conflicts of interests in their authorship and publication of this Contribution."

II. Additional Items:

1. The Contribution contains third party material requiring permission. (Please forward all permission agreements to the Editorial Office within five (5) days after signing this Agreement). **Yes** _____ **No** _____

For information about the fee-based **SAGE Choice** publishing option,
please visit SAGE's website at <http://www.sagepub.com/sagechoice.sp>

TERMS OF AGREEMENT

1. Warranties

Contributors, jointly and severally, warrant and represent that: (a) all Contributors have the full power and authority to enter into and execute this Agreement and to license the rights granted herein, and that such rights are not now subject to prior assignment, transfer or other encumbrance; (b) the Contribution is the original work of Contributors (except for copyrighted material owned by others for which written permission has been obtained), has not been previously published in any form, and has been submitted only to the Journal; (c) the Contribution does not infringe the copyright or violate any proprietary rights, rights of privacy or publicity, or any other rights of any third party, and does not contain any material that is libelous or otherwise contrary to law; (d) all statements in the Contribution asserted as fact are either true or based upon generally accepted professional research practices, and no formula or procedure contained therein would cause injury if used in accordance with the instructions and/or warnings included in the Contribution; and (e) any studies on which the Contribution is directly based were satisfactorily conducted in compliance with the governing Institutional Review Board (IRB) standards or exempt from IRB requirements. In the event that any of the foregoing warranties or representations are breached, Contributors, jointly and severally, shall indemnify and hold harmless the Editor, the Association and SAGE, their affiliates, assigns and licensees, against any losses, liabilities, damages, costs and expenses (including legal costs and expenses) arising from or resulting out of any claim or demand of any kind relating to such breach.

2. U.S. Government Works

If the Contribution is a U.S. Government work, then Contributors hereby certify that all Contributors were officers or employees of the United States Government at the time the Contribution was prepared and that the Contribution was prepared by Contributors as part of their official government duties. The Association acknowledges that under the U.S. Copyright Act of 1976, as amended, United States copyright protection is not available for U.S. Government works, which are considered to be in the public domain in the United States. The Association acknowledges that Contributors' execution of this Agreement documents their permission to the Association to publish the Contribution and signifies that Contributors agree with all other terms of this Agreement, but does not convey an exclusive license to the Association to publish the Contribution. The Association acknowledges that contributors of U.S. Government works may not be able to accept complimentary copies of their contribution, or may only accept the complimentary copies on behalf of their employing agency, and the Association will follow Contributors' preference with respect to providing complimentary copies.

3. Works Prepared Under U.S. Government Contract or Grant

If the Contribution was prepared under a U.S. Government contract or grant, the Association acknowledges that the United States Government reserves a royalty-free non-exclusive and irrevocable right to reproduce, publish or otherwise use the Contribution for official United States Government purposes only, and to authorize others to do so, if the U.S. Government contract or grant so requires. However, such works will not be considered U.S. Government works, as described above. Upon request, Contributors will provide the Association with the contract number of the U.S. Government contract or grant and/or copy of the contract.

4. Contributors' Credit

Each Contributor will receive credit as an author of the Contribution when it is published in the Journal; the form and placement of the credit will be determined by SAGE. Corresponding Contributor is responsible for providing the name and contact information of each Contributor to the Editor and/or SAGE in order to ensure accurate credit. Each Contributor grants the Association and its licensees and grantees the right to use such Contributor's name, likeness, biographical information, and professional credits on copies of the Contribution and the Journal and in connection with the exercise of any other of the Association's rights granted hereunder and in advertising, marketing, and promotion in connection therewith, and to grant such rights to any licensees or assigns of the Association's rights hereunder.

5. Copyediting; Proofreading

The Editor and/or SAGE may copyedit the Contribution for clarity, brevity, accuracy, grammar, word usage, and conformity style and presentation as the Editor and/or SAGE deems advisable for production and publication in the Journal. Corresponding Contributor shall proofread proofs of the Contribution and indicate any proposed corrections or other changes and timely return them to SAGE as directed, time being of the essence. SAGE may charge to Contributors the cost of making extensive text changes in proofs requested by Corresponding Contributor at a rate of \$2.00 per line. If corrected proofs are not timely returned, SAGE may proceed with the publication of the Contribution as it deems appropriate.

6. Termination

This Agreement must be signed by or on behalf of all the copyright holders in the Contribution as a condition of publication. The Association makes no guarantee that the Contribution will be published in the Journal. If for any reason the Contribution is not published in the Journal, then all rights in the Contribution granted to the Association shall revert to Contributors and this Agreement shall be of no further force and effect, and neither the Association nor Contributors will have any obligation to the other with respect to the Contribution.

7. Dispute Resolution

In the event a dispute arises out of or relating to this Agreement, the parties agree to first make a good faith effort to resolve such dispute themselves. Upon failing, the parties shall engage in non-binding mediation with a mediator to be mutually agreed upon by the parties. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, which the parties can not settle themselves or

through mediation shall be settled by arbitration in Los Angeles, California and administered by the American Arbitration Society in accordance with its then-existing Commercial Arbitration Rules. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The parties consent to, and waive any right to object to, jurisdiction with respect to the resolution of disputes hereunder in Los Angeles, California. In any legal action or other proceedings (including arbitration proceedings) between the parties, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs and expenses incurred in such action or proceeding, including without limitation, reasonable attorneys' fees and costs.

8. Governing Law

The validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of California without regard to its conflicts of laws provisions which would give rise to the application of domestic substantive law of any other jurisdiction. Subject to Section 7, each party hereby consents to the jurisdiction and venue of the courts of the State of California located in Los Angeles County and of the U.S. District Court for the Central District of California.

9. Counterparts; Facsimile

This Agreement may be executed in counterparts, each of which shall be deemed the original, all of which together shall constitute one and the same instrument. A faxed copy or other electronic copy of this Agreement shall be deemed an original, but the parties agree to forward a hard copy of their respective signatures to the other party promptly thereafter.

10. Electronic Signature Authorization

This transaction may be conducted by electronic means and the parties authorize that their electronic signatures act as their legal signatures of this Agreement. This Agreement will be considered signed by a party when his/her/its electronic signature is transmitted. Such signature shall be treated in all respects as having the same effect as an original handwritten signature. (Contributors are not required to conduct this transaction by electronic means or use an electronic signature, but if Contributors choose to do so, then Contributors' authorization is hereby given pursuant to this paragraph.)

11. Modification, Entire Agreement, Severability

No amendment or modification of any provision of this Agreement shall be valid or binding unless made in writing and signed by all parties. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior and contemporaneous agreements, understandings and representations. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

CONTRIBUTORS' RESPONSIBILITIES

The Association is sympathetic to the needs of scholars to include other copyrighted material in their Contribution, and is happy to provide guidance on this. Responsibility for obtaining permission for any copyrighted material that cannot be included under the Fair Use doctrine rests with Contributors.

If the Contribution includes material for which Contributors do not hold the copyright, Contributors are responsible for submitting with the Contribution the written permission from the copyright holder of the material to include and reproduce the material within the Contribution. The permission must cover all media and all languages throughout the world in perpetuity. Contributors are responsible for the payment of such permissions.

Please note: Whether the material is being used with permission, or on the basis that it falls under 'fair dealing' or 'fair use', full citation for the copyright holder and original publication of the material must be included with the submission.

CONTRIBUTORS' RIGHTS

1. Contributors will retain copyright in the Contribution. Contributors retain the right to register the copyright in the Contribution in Contributors' names as claimants with the United States Copyright Office and elsewhere as elected.

2. Subject to the conditions in this paragraph, without further permission each Contributor may:

- At any time, distribute on a not-for-profit basis, photocopies of the published Contribution for teaching purposes or to research colleagues on an individual basis.
- At any time, circulate or post on any repository or website, the version of the Contribution that Contributors submitted to the Journal (i.e. the version before peer-review) or an abstract of the Contribution.
- No sooner than 12 months after initial publication, post on any non-commercial repository or website the version of the Contribution that was accepted for publication.
- No sooner than 12 months after initial publication, re-publish the whole or any part of the Contribution in a printed work written, edited or compiled by the Contributor, provided that citation is provided for the original publication by the Association, and the later work is not simply a re-publication of the Contribution.

For any use not detailed above, please contact SAGE at permissions@sagepub.com. Please forward to SAGE all inquiries and requests received from third parties for permissions, reprint rights, subsidiary rights licenses, and all other use and licensing of the Contribution.

The rights granted above in this paragraph are expressly made subject to and limited by the following restrictions:

- The SAGE-created PDF of the published Contribution may not be posted at any time.
- Each instance of use of the Contribution, or any part of it, must include the copyright notice that appears on the issue of the Journal in which the Contribution is first published and a full bibliographic citation to the Journal as published by SAGE;
- Copies of the Contribution, or any part of it, shall not be sold, distributed, or reproduced for commercial purposes (i.e., for monetary gain on a Contributor's own account or on that of a third party, or for indirect financial gain by a commercial entity);
- The Contribution, or any part of it, shall not be used for any systematic external distribution by a third party (e.g., a listserve or database connected to a public access server).

THE ASSOCIATION'S USE OF THE CONTRIBUTION

Although Contributors have retained the copyright in the Contribution, Contributors have granted the Association an exclusive license to exercise the rights under copyright. This helps ensure protection against infringement of copyrighted material through breach of copyright or piracy anywhere in the world. It also ensures that requests from third parties to reprint or reproduce all or any part of the Contribution are handled efficiently many years after publication of the Contribution, ensuring the ability of the Contribution to receive broad dissemination.