

2013

ETD Submission Agreement

The Board of Regents of the University System of Georgia by and on behalf of Georgia State University

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SUBMISSION AGREEMENT

STATE OF GEORGIA

COUNTY OF FULTON

THIS AGREEMENT made by and between the Board of Regents of the University System of Georgia by and on behalf of Georgia State University (hereinafter referred to as “the University”), and the author of the electronic thesis or dissertation (hereinafter referred to as “Submitter”).

WHEREAS, Submitter is the owner of all rights in the work as described herein; and

WHEREAS, the University desires to obtain the rights granted in this Agreement for publication in the Digital Archive @ Georgia State University and other use of the work;

NOW, THEREFORE in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Statement of Work.** Submitter hereby grants the University permission to publish the original work provided by Submitter and incorporated herein by reference (hereinafter the “Work”).
2. **Submitter’s Grant.** Submitter shall retain copyright to the Work but hereby grants to the University a one-time English-language first North American periodical right to edit, reproduce, use, and publish the Work in the Digital Archive @ Georgia State University in print and/or electronic media, including the right to incorporate the Work into a multimedia, hypertext environment, including appropriate hyperlinks. Further, Submitter hereby grants to the University, its successors and assigns, the non-exclusive right to include the Work in future Anthologies in all editions (including, but not limited to, print and electronic media) and derivations of the Work throughout the world in all languages, and in the advertising and promotion thereof, in all media now known or hereafter devised, excluding performance rights. Publication in the Digital Archive @ Georgia State University and reprinting in future anthologies shall be in the University’s sole discretion and is not guaranteed. All rights not specifically granted herein are reserved by the Submitter.
3. **Intellectual Property.**
Submitter warrants that:
 - a. Submitter is vested with sole ownership of the Work and possesses all rights necessary to grant the rights to the University as provided by this Agreement.
 - b. The Work does not infringe any valid copyright or other proprietary right of any other person and Submitter agrees to hold the University harmless from any claim, suit or proceeding based on the grounds that the Work infringes the copyright of another person, and agrees to indemnify the University against such claims, including reasonable expenses and attorney’s fees incurred in defending, settling, or otherwise responding to such claims.
 - c. The Work contains no libelous, defamatory or unlawful material and Submitter agrees to hold the University harmless from any claim, suit or proceeding based on the grounds that the Work contains such material, and agrees to indemnify the University against such claims, including reasonable expenses and attorney’s fees incurred in defending, settling, or otherwise responding to such claims.
 - d. If the Work includes any copyrighted material not in the public domain the Submitter will obtain the reprint permissions and provide them to the University on or about the time the Work is delivered to the University.

4. **Editing.** The University agrees that Submitter will have the opportunity to review and edit the Work in its proof stage before it is published by the University. The University reserves the right to redact from the Work any third party copyrighted material. Any editing of the Work shall require the Submitter's approval, which shall not be unreasonably withheld.
5. **Assignment.** Neither party shall assign the whole or any part of this Agreement without the prior written consent of the other party.
6. **Waiver.** The waiver by the University of any breach of any provision contained in this Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. Any such waiver must be in writing in order to be effective, and no such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof.
7. **Applicable Law.** This Agreement shall be governed by the laws of the State of Georgia.
8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter. This agreement may be amended, but only upon advanced mutual written agreement by the parties.



By clicking here, the Submitter agrees to the terms of the Submission Agreement as detailed above.