Author Agreement for Enhanced Editions of Digital Monographs

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Title of Author's Work:	
Publisher of Non-Enhanced Edition of Work:	

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- b. Where Author wishes to include third-party materials created for Enhanced Work at Author's request, Author will either commission those materials on a work-for-hire basis, so that they belong to Author automatically and thus are subject to paragraph 2 of this Agreement, or Author will secure a copyright transfer or license from the creator, using forms supplied by Emory upon request. This provision applies, for example, to any Foreword or Afterword Author may invite others to write, or any drawings or photographs Author may commission from others.
- c. Author will be responsible for any fees and other consideration to be paid or supplied to artists, agents, estates, foundations, or other grantors or rights holders for any of the above. Signed agreements must be in hand and (where applicable) paid for prior to delivery of Work to ECDS.
- 6. Term and Author Termination Rights. This Agreement shall be effective as of the date of the last signature below (the "Effective Date"). The rights granted in this Agreement may not be terminated by Author prior to the earlier of: (i) Emory's fulfillment of any contractual obligations, to Publisher or any other party, that require publication, distribution, or other dissemination of Enhanced Work, or (ii) five years from the Effective Date (the "Non-termination Period"). Following the Non-termination Period, Author may, in Author's sole discretion, terminate this Agreement by providing written notice of termination to ECDS. ECDS shall have ninety (90) days following receipt of such notice to remove Enhanced Work from distribution platforms subject to Emory's control. Emory shall be entitled to retain an archival copy of Enhanced Work. Author acknowledges that: (a) Emory's distribution of Enhanced Work and the Creative Commons licensing authorized above may have enabled third parties to obtain, reproduce, distribute, display, and otherwise disseminate and use Enhanced Work; and (b) termination of this Agreement will not affect the rights or activities of such third parties.
- 7. Indemnification. Author shall indemnify and hold Emory harmless against all losses, damages, expenses, awards, and judgments, including reasonable attorney's fees and the costs

of investigation and any corrective measures, arising from breach of any the foregoing warranties, representations, and undertakings, including any breach of Paragraphs 5 or 6.

8. Miscellaneous. Emory may send any notice relating to this Agreement and may otherwise communicate with Author using the contact information provided above. Any updates to such contact information must be clearly communicated to Emory in writing. This Agreement is the entire, complete, and final understanding of the parties concerning Enhanced Work, and any statement, representation, promise, or other communication not written in this Agreement is legally unenforceable. This Agreement may not be amended except by a writing signed by both parties. This Agreement shall be governed by the laws of the State of Georgia. The parties hereby consent to the personal jurisdiction of courts located in Fulton and DeKalb Counties in the State of Georgia for any dispute arising under this Agreement and waive any objection relating to venue or any right to seek discretionary transfer to another forum for any legal action brought in such courts.

Intending to be legally bound, each party has executed or caused its authorized representative to execute this Agreement below, effective as of the last date written below.

AUTHOR	EMORY UNIVERSITY
Print Name:	Print Name:
Title:	Title:
Date:	Date: