

COPYRIGHT LICENSE AGREEMENT
FOR LANGUAGE

This Copyright License Agreement (the “Agreement”) is entered into and effective this ____ day of _____, 20__ (the “Effective Date”), by and between _____ (“Licensor”) and Linguistic Society of America (“LSA”), a District of Columbia non-profit corporation.

WHEREAS, Licensor is the sole and exclusive owner and copyright holder of certain written work (the “Work”) as described in Paragraph 4; and

WHEREAS, Licensor wishes to publish the Work in *Language*, the official journal of LSA; and

WHEREAS, Licensor agrees to license the Work to LSA for publication in *Language*.

NOW, THEREFORE, intending to be legally bound, in consideration of the foregoing and of the mutual covenants and agreements contained herein, and subject to the satisfaction of the terms and conditions set forth herein, the parties agree as follows:

1. License. Licensor grants to LSA a non-exclusive, perpetual, irrevocable, unrestricted, royalty-free license to reproduce, publish, republish, distribute, sell, license, transfer, transmit, and publicly display copies of, and otherwise use the Work described in Paragraph 4, in *Language*. The Work may be used by LSA in whole or in part, alone or in compilations, in all formats and media (including electronic, digital, online, and other media to be conceived or developed), by any method, device, or process, and through any channels, now known or later conceived or developed by LSA for *Language*, including, but not limited to, publication of the Work via Project MUSE, JSTOR, or LSA’s website. It is understood and agreed that the license granted hereunder expressly allows LSA to sell or license a compilation of materials or a collective work containing the Work copyrighted by Licensor and/or access thereto.
2. Embargo Period. Licensor agrees not to reproduce, publish, republish, distribute, sell, license, transfer, transmit, and publicly display copies of the Work in any other format or media for a period of one (1) year from the date the Work is first published by LSA (the “Embargo Period”). Once the Embargo Period has expired, LSA agrees to publish the Work on its website with open access and agrees that no fee will be charged to access the Work as a stand-alone work. LSA, its affiliates and/or partners shall have the right to charge fees to access any compilation of materials or collective work containing the Work. Once the Embargo Period has expired, Licensor may reproduce, publish, republish, distribute, sell, license, transfer, transmit, and publicly display copies of the Work in any other format or media without restriction.
3. Article Processing Charge. Upon payment of an Article Processing Charge (“APC”) to LSA by Licensor in the amount of \$400.00, the Embargo Period set forth in Paragraph 2 will be eliminated. If the APC is agreed to by Licensor, (a) LSA agrees to publish the Work on its website with open access and agrees that no fee will be charged to access the Work as a stand-alone work, and (b) Licensor may reproduce, publish, republish, distribute, sell, license, transfer, transmit, and publicly display copies of the Work in any other format or media without restriction. LSA, its affiliates and/or partners shall have the right to charge fees to access any compilation of materials or collective work containing the Work.

Licensor acknowledges and agrees to the APC. Initial here: _____

4. Work. The Work subject to the granted license is set forth as follows and includes any supplemental material in any format and media (including text, graphic, audio, visual, electronic, or digital) created by Licensor to be reproduced, published, republished, distributed, sold, licensed, transferred, transmitted, displayed, or otherwise used in connection with the Work (provide applicable detail regarding licensed materials):

Title: _____
Author(s): _____
Publisher(s): _____
Description of Work (including supplemental materials): _____
Copyright Registration Date: _____

5. Title to Intellectual Property. Licensor shall retain all right, title and interest in and to the Work, including without limitation, copyrights, trademarks and any other rights and interests. This Agreement does not convey to LSA any right, title or interest in the Work, nor a portion thereof, but only constitutes a license to use the Work as specified herein.

6. Copyright Acknowledgement. Full credit and acknowledgement of the original source of the Work and the following copyright statement will be published with the Work as follows:

Printed with the permission of _____. Copyright 20__ _____.

A copy of the copyright registration certificate is attached to this Agreement.

7. Permissions. If (a) the Work contains copyrighted material in any format or media (including text, graphic, audio, visual, electronic, or digital) owned by a third-party or (b) supplemental copyrighted material in any format or media (including text, graphic, audio, visual, electronic, or digital) owned by a third-party is to be reproduced, published, republished, distributed, sold, licensed, transferred, transmitted, displayed, or otherwise used in connection with the Work, then Licensor, at Licensor's sole expense, shall obtain written permission from the copyright owner, in a form and scope acceptable to LSA, for such use of the copyrighted material in the Work or in connection with the publication of the Work. Licensor shall deliver all written permissions for such use of the copyrighted material to LSA together with the Work. Delivery of all required written permissions is a condition of publication of the Work by LSA. Full credit and acknowledgement of the original source of the copyrighted material will be published with the Work or in connection with the Work as follows:

Printed with the permission of _____. Copyright 20__ _____.

The copyrighted material is set forth as follows (provide applicable detail regarding copyrighted material):

Title: _____
Description: _____
Copyright Owners(s): _____

8. Warranties. Licensor represents and warrants that: (a) Licensor is the sole owner and copyright holder of the Work, Licensor has not assigned, pledged, or otherwise encumbered the Work, Licensor has the right, title, interest and authority to enter into this Agreement; (b) the Work is an original work, which has not been previously published in whole or in part in any format or media, (c) the Work does not infringe or violate any copyright or any other proprietary or personal right of any third-party; (d) the Work contains no material that is libelous, in violation of any right of privacy or publicity, harmful, or illegal so as to subject LSA to liability to any third-

party or which is otherwise contrary to law.

9. Indemnification. Licensor shall indemnify, defend, and hold harmless LSA and its officers, directors, employees, agents, partners, contractors, licensees, assignees, and transferees from and against any and all loss, damage, expense (including reasonable attorneys' fees and legal costs), recovery, or judgment arising from any breach or alleged breach of any of the Licensor's warranties.
10. Severability. In the event one or more of the provisions of this Agreement is declared invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.
11. Modification and Assignment. This Agreement may not be assigned, modified, waived, revised or amended except by a written instrument signed by both parties.
12. Relationship of Parties. Nothing in this Agreement shall be deemed to constitute, create, give effect to or otherwise recognize a partnership, joint venture or formal business entity of any kind; and the rights and obligations of the parties shall be limited to those expressly set forth herein.
13. Governing Law. This Agreement shall be governed by and construed exclusively in accordance with the laws of the District of Columbia and the United States of America and any claim or cause of action arising under this Agreement shall be adjudicated exclusively in the courts located in the District of Columbia.
14. Waiver. No requirement of the Agreement shall be deemed waived or varied, nor shall either party's failure or delay to assert any default of the other party constitute a waiver of a party's rights hereunder, or a waiver of a party's right to assert any subsequent or continued breach by the other party of any covenant, term or condition contained in this Agreement.
15. Complete Agreement. This Agreement supercedes all prior agreements and constitutes the entire understanding between the parties hereto and no modification or amendment thereof will bind either party unless it shall be in writing and signed by persons authorized to bind both parties to the Agreement.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed on its behalf by a duly authorized officer as of the Effective Date.

Linguistic Society of America

Licensor

By: _____

By: _____

Name: Greg Carlson

Name: _____

Title: Editor

Title: _____

Date: _____

Date: _____

ADDENDUM TO COPYRIGHT LICENSE AGREEMENT
FOR LANGUAGE

This Addendum to Copyright License Agreement (the “Addendum”) is entered into and effective this _____ day of _____, 20__ (the “Addendum Effective Date”), by and between _____ (“Licensor”) and Linguistic Society of America (“LSA”), a District of Columbia non-profit corporation.

WHEREAS, Licensor and LSA have entered into a Copyright License Agreement (the “Agreement”) with an Effective Date of _____, 20__, for the Work as described in Paragraph 4 of the Agreement; and

WHEREAS, LSA has agreed, in its sole and absolute discretion, to waive the Embargo Period and Article Processing Charge set forth in Paragraphs 2 and 3 of the Agreement.

NOW, THEREFORE, intending to be legally bound, in consideration of the foregoing and of the mutual covenants and agreements contained herein, and subject to the satisfaction of the terms and conditions set forth herein, the parties agree that the terms of this Addendum shall amend and serve as an addendum to the Agreement as follows:

Paragraphs 2 and 3 of the Agreement are deleted in their entirety and replaced with the following:

2. Open Access. LSA agrees to publish the Work on its website with open access and agrees that no fee will be charged to access the Work as a stand-alone work. LSA, its affiliates and/or partners shall have the right to charge fees to access any compilation of materials or collective work containing the Work. Licensor may reproduce, publish, republish, distribute, sell, license, transfer, transmit, and publicly display copies of the Work in any other format or media without restriction.

3. Reserved.

Should a conflict exist between a term in this Addendum and any other term of the Agreement, the term of this Addendum shall prevail.

IN WITNESS WHEREOF, each party has caused this Addendum to be executed on its behalf by a duly authorized officer as of the Addendum Effective Date.

Linguistic Society of America

Licensor

By: _____

By: _____

Name: Greg Carlson

Name: _____

Title: Editor

Title: _____

Date: _____

Date: _____