

## **Agreement for Publication and Sharing of Rights**

If accepted by Tremor and Other Hyperkinetic Movements (TOHM) (the “Journal”), a publication of Columbia University, your article, hereinafter the “Article,” will be subject to the following author agreement.

In order to better manage the rights associated with your Article, and to provide optimal access to it, we believe that you (the “Author”) should hold the copyright to your Article, but that you should grant to the Journal appropriate rights to use your Article for the benefit of the scholarly community. The parties believe that this arrangement will properly serve our shared interest in reaching the largest readership possible. To that end, the parties agree as follows:

**1. Acceptance for Publication.** The Journal is pleased to accept the Article for publication, and it is currently scheduled for publication in the Journal.

**2. Author Does not Assign the Copyright.** Nothing in this Agreement shall be construed as an assignment of the copyright in the Article to the Journal.

**3. License to the Journal.** The Author hereby licenses to the Journal the irrevocable, nonexclusive, and royalty-free rights as follows:

3.1 The Journal may publish the Article in any format, including electronic and print media. Specifically, this license includes the right to reproduce, publicly distribute and display, and transmit the Article or portions thereof in any manner, through any medium now in existence or developed in the future, including but not limited to print, electronic, and digital media, computerized retrieval systems, and other formats.

3.2 The Journal may exercise these rights directly or by means of third parties. The Journal may authorize third-party publishers, aggregators, and printers to publish the Article or to include the Article in databases or other services. [Examples of such third parties include Westlaw, Lexis, and EBSCO.]

3.3 The Journal may without further permission from the Author transfer, assign, or sublicense the rights that the Journal has pursuant to this Agreement.

3.4 In order to foster wider access to the Article, especially for the benefit of the nonprofit community, the Author hereby grants to the Journal the authority to publish the Article with a Creative Commons “Attribution, Non-Commercial, No Derivatives” license. [The Author should consult the Creative Commons website ([www.creativecommons.org](http://www.creativecommons.org)) for further information.]

3.5 This license of rights to the Journal shall take effect immediately. In the event that the Journal does not publish the Article, this license to the Journal shall terminate upon written notification by the Journal to the Author, or upon termination of all publication by the Journal. To the extent that moral rights may apply to the Article, this agreement does not affect the moral rights of the Author in or to the Article.

**4. Rights of the Author.** Without suggesting any limit on other rights that the Author may have with respect to the Article, the Author retains the following rights. To the extent that the Journal holds similar rights with respect to the Article consistent with this Agreement, the Author shall hold these rights on a nonexclusive basis. To the extent that the Article includes edits and other contributions by the staff of the Journal, the rights of the Author in this Paragraph include the right to use such edits and contributions.

4.1 The Author shall, without limitation, have the right to use the Article in any form or format in connection with the Author's teaching, conference presentations, lectures, other scholarly works, and for all of Author's academic and professional activities.

4.2 The Author shall at any time have the right to make, or to authorize others to make, a preprint or a final published version of the Article available in digital form over the Internet, including, but not limited to, a website under the control of the Author or the Author's employer or through digital repositories including, but not limited to, those maintained by scholarly societies, funding agencies, or the Author's employer. This right shall include, without limitation, the right of the Author to permit public access to the Article as part of a repository or through a service or domain maintained by the Author's employing institution or a service as required by law or by agreement with a funding agency. The Journal may in its discretion deposit the Article with any digital repository consistent with deposits permitted by the Author under this paragraph. [Examples of such repositories include SSRN, arXiv.org, PubMed Central, and Academic Commons at Columbia University.]

4.3 Any of the foregoing permitted uses of the Article, or of a work based substantially on the Article, shall include an appropriate citation to the Article, stating that it has been or is to be published in the Journal, with name and date of the Journal publication and the Internet address for the website of the Journal.

**5. Author's Representations.** The Author represents and warrants that the Author owns the copyright in the Article. The Author represents and warrants that the Article has not been published before, constitutes the Author's own original work, and does not violate, in whole or in part, any existing copyright. The Author also represents and warrants that to the best of the Author's knowledge and belief, the Article does not defame, invade the privacy of, violate the civil rights of, or otherwise infringe the rights of any person. The Author represents and warrants that the Author has full power to enter into this Agreement and to convey the rights herein granted. If the Article has more

than one author, the Author by signing below represents that he or she has authority to act on behalf of all other authors.

**6. Editing of the Article.** This Agreement is subject to the understanding that the ordinary editing processes of the Journal will be diligently pursued and that the Article will not be published by the Journal unless, in its final form, it is acceptable both to the Author and to the Journal.

**7. Jurisdiction.** This Agreement shall be construed as a contract made under the laws of the State of New York, and copyright issues shall be governed by the federal law of the United States.

**8. Merger.** This Agreement constitutes the sole expression of all understandings between the Author and the Journal with respect to the Journal's agreement to publish the Article and with respect to copyright and republication rights. This Agreement shall not be modified other than in writing.

Please indicate that you've read and understood the author agreement. The Journal urges that the Author permanently retain a copy of this Agreement for future reference.

The Author:

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

The Journal:

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_