

ETHNOMUSICOLOGY REVIEW Author Agreement

Please complete the agreement form below as part of the publication of your work in ETHNOMUSICOLOGY REVIEW. Once the form is completed and signed, email one copy to pre@ucla.edu, or mail two (2) copies to:

ETHNOMUSICOLOGY REVIEW
University of California, Los Angeles
2539 Schoenberg Music Building
Box 951657
Los Angeles, CA 90095-1657

ETHNOMUSICOLOGY REVIEW will countersign both originals and mail one back to you.

Author's Name _____

Address _____

Email Address _____

Telephone Number _____

1. Introduction

The digital assets described in this Agreement will be used by ETHNOMUSICOLOGY REVIEW for non-commercial publication, archiving, and distribution. This Agreement does not request or require transfer of copyright to ETHNOMUSICOLOGY REVIEW, an online journal based at University of California, Los Angeles (UCLA).

2. Definitions

“Agreement” – this document, including all of its terms and conditions and any completed Submission Inventory

“Non-commercial purposes” – use for purposes that do not generate a profit, either directly or indirectly

“Commercial purposes” – use for purposes that generate a profit, either directly or indirectly

“Digital Assets” – computer files that contain digital content (images, texts, sounds, video) and/or data descriptive of the content and its digital format.

3. License

3.1 The Author grants ETHNOMUSICOLOGY REVIEW an exclusive right for non-commercial use of the Digital Assets for six months after the initial date of publication on ETHNOMUSICOLOGY REVIEW's website. At the conclusion of that six-month period, the Author grants ETHNOMUSICOLOGY REVIEW a non-exclusive, perpetual right to use the Digital Assets for non-commercial use. Such right shall include, but not be limited to, the right to:

- 3.1.1 Electronically view and display the Digital Assets;
- 3.1.2 Distribute the Digital Assets in a variety of media formats;
- 3.1.3 Federate and incorporate the Digital Assets into databases containing other digital assets;
- 3.1.4 Electronically store, archive, copy or convert the Digital Assets for preservation purposes and to ensure future accessibility;
- 3.1.5 and Enrich the Digital Assets to enhance ETHNOMUSICOLOGY REVIEW's service capacity.

4. Author's obligations

4.1 The Author hereby warrants that:

- 4.1.1 The Author has the full power and authority to make this Agreement;
- 4.1.2 The Digital Assets do not infringe any copyright, nor violate any proprietary rights, nor contain any libelous matter, nor invade the privacy of any person or third party;
- 4.1.3 The Author will notify ETHNOMUSICOLOGY REVIEW within 30 days if rights to a deposited Digital Asset are reassigned.

4.2 The Author shall indemnify, defend, and hold harmless ETHNOMUSICOLOGY REVIEW, the University of California, its officers, employees and agents for any damages, including any reasonable attorney's fees, that arise from any breach of warranty or for any claim by any third party of an alleged infringement of copyright or other intellectual property rights arising from the Author's submission of materials to ETHNOMUSICOLOGY REVIEW or of the use by the University of California or other users of such materials. THIS INDEMNITY SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

5. ETHNOMUSICOLOGY REVIEW's obligations and rights

5.1 ETHNOMUSICOLOGY REVIEW shall:

- 5.1.1 Make reasonable efforts to manage the Digital Assets in perpetuity, developing them as appropriate to make them available for non-commercial use;
- 5.1.2 Make reasonable efforts to comply with and inform end users of *known* copyright

- and user restrictions pertinent to the Author's Digital Assets;
- 5.1.3 Cooperate with Author to ensure that Digital Assets are replaced or removed as needed to comply with claims related to the Digital Asset's copyright and user restrictions;
 - 5.1.4 Obtain express written permission from the Author or copyright owner to use the Digital Assets for any commercial purpose;
 - 5.1.5 Not pay royalties to the Author or copyright owner for the acceptance and use of its Digital Assets for non-commercial purposes.

5.2 ETHNOMUSICOLOGY REVIEW may assume custodial responsibility for previously accepted Digital Assets "orphaned" by the Author and not formally assigned to the custody of another agency.

5.3 Although due care will be made to preserve the physical integrity of the Digital Assets, ETHNOMUSICOLOGY REVIEW shall incur no liability for the loss of or damage to deposited Digital Assets.

Author

Name: _____

Signature: _____

Date: _____

ETHNOMUSICOLOGY REVIEW's Authorized Representative

Name: _____

Title: _____

Signature: _____

Date: _____