

**NCA/AFA Summer Conference on Argumentation  
Copyright Assignment Agreement**

This Copyright Assignment Agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2017 by and between NATIONAL COMMUNICATION ASSOCIATION ("NCA") and \_\_\_\_\_ (the "Author").

**Definitions**

- A. "Article" means the article written by Author entitled: \_\_\_\_\_  
\_\_\_\_\_
- B. "Book" means the volume drawn from the Alta Conference, 2017, published by NCA

**Recitals**

- A. Author desires NCA to publish the Article in the book;
- B. NCA desires to publish the Article pursuant to the terms and conditions herein contained;

**Agreement**

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

**1) Assignment of Copyright**

Author hereby transfers and conveys to NCA the Article, and the manuscript thereof, and all of his/her right, title, and interest in and to the same and in any and all copyrights, with any and all profit, benefit, and advantage that shall or may arise by or from printing, publishing, or vending the same during the term of any such copyright, including, but not limited to, all of Author's sole and exclusive rights to:

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- b) distribute copies of the Article to the public by sale or other transfer of ownership, or by rental, lease, or lending;
- c) perform the Article publicly, and
- d) display the Article publicly.

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NCA hereby grants to the author a fully-paid, royalty-free, worldwide license to:

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- e) authorize others to make any non-commercial use of the Article so long as Author receives credit as author and the publication is cited as first publication of the Article. The provisions of this paragraph are valid only when the Author shall give credit to the original publication by NCA at the time of each use, and clearly label the Article as subject to this copyright and its restrictions on further reproduction."

### **3) Warranty of Title**

Author warrants and represents that, except as set forth in Exhibit A attached hereto, the Article has not been previously published elsewhere; that he/she has not, throughout the world, assigned or in any manner encumbered or impaired the rights herein granted; that there is no outstanding claim against title to the Article or the copyright therein; that he/she will execute any other necessary instruments convey and assign the Article and copyright herein intended to be conveyed; that he/she has not given to any person, firm, or corporation throughout the world any right, license, or privilege of any kind, nature, or description in or to the Article, or the production thereof, inconsistent the rights hereby granted and transferred, or by which the same could be diminished or impaired; that he/she is the sole author and owner of the Article, together with the title thereof, and that he/she has the sole and exclusive right to dispose of the rights and privileges hereby granted and transferred. Author further represents and warrants that the Article contains no libelous or unlawful matter.

### **4) Indemnification**

Author agrees to indemnify NCA and the Book against any and all claims, demands, liabilities or damages (including reasonable attorney fees) sustained or suffered by NCA by reason of any violation of proprietary right or copyright in and to the Article or because of any libelous or unlawful matter contained in the Article.

### **5) Commitment to Provide Copy of Article**

NCA agrees that it or its agents will provide to author at no charge an electronic copy of the published Article in a format, such as Portable Document Format (.pdf) that preserves final page layout, formatting, and content. No technical restriction,

such as security settings, will be imposed to prevent copying or printing of the document.”

**6) Miscellaneous**

- a) This Agreement (i) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof; (ii) may be modified only by a writing signed by the party to be charged or by an authorized agent thereof, (iii) shall not be assigned by operation of law or otherwise; and (iv) shall be governed in all respects, including validity, interpretation and effect, by the laws of the Commonwealth of Virginia and the United States of America.
- b) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall be effective as and when the last part hereto executes the Agreement.
- c) The paragraph headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

**AUTHOR**

**NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**NATIONAL COMMUNICATION ASSOCIATION**

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_