# **Acoustical Society of America**

Suite 300, 1305 Walt Whitman Road, Melville, NY 11747-4300

[(516) 576-2360; asa@aip.org](mailto:asa@aip.org)

(updated 9/17/2021)

**Author Agreement and Copyright Assignment – *Acoustics Today***

To insure that the Acoustical Society of America (ASA) has the right to disseminate material which it publishes to the fullest extent, to restrict publication by third parties who might illegally profit from the investments that the ASA has made in its publications, and to conform to U.S. copyright laws, ASA holds copyright in all material submitted for publication.

This Author Agreement and Copyright Assignment grants copyright to ASA, licenses back certain rights to the Author(s), and clarifies other conditions and obligations related to the publication of the Work described below.

Name of Work:

TITLE OF ARTICLE TO BE PUBLISHED IN ***ACOUSTICS TODAY***

Author(s):

**I. Copyright Assignment:** In consideration for ASA undertaking to publish the Work, which it will do in its sole discretion, each Author hereby assigns and transfers to ASA all Author’s right, title and interest, including all copyrights, in and to the Work for the full period of copyright, including renewal, together with all accrued rights of action throughout the world in any form and in any language (including all media, both now known or later developed). (U.S. Government and Crown employees see special paragraph below.)

Each Author understands and acknowledges that the rights the Author is transferring to ASA include, but are not limited to, the following exclusive rights: (i) to obtain copyright registration, whether separately or as part of a collective work or otherwise; (ii) to publish, reproduce, make available or otherwise communicate to the public, translate, and distribute the Work or parts thereof individually or together with other works in any language by sale or otherwise; (iii) to protect against and/or sue for past, present or future infringement of the Work; (iv) to adapt the Work for use in conjunction with computer systems and programs, audio playback systems, the world-wide web, interactive devices, networks, or other electronic or non-print form or media now known or later developed, including but not limited to reproductions or publication in machine-readable form and incorporation in retrieval systems; and (v) to adjust the Work to the respective form of use and include links or otherwise combine it with other works. ASA further may assign and/or sub-license its rights under this Agreement for purposes of effectuating the publication and use of the Work. Copyright in recordings, movies, and other multimedia files (“Supplemental Works”) are not transferred by this Agreement, but Author represents that Author has obtained rights and permissions necessary for the use and publication by ASA of such Supplemental Works.

In addition, each Author assigns and grants to ASA, its successors and assigns, and those acting with ASA’s authority and permission, the unrestricted right and permission to use such Author’s name and biographical information in connection with publication of the Work in any and all manner and media throughout the world in perpetuity.

**II. Right Retained by Author:** Author retains the following rights:

(a) Patent rights to any process or procedure described in the Work.

(b) The right to photocopy or make electronic copies of the Work for Author’s own personal use, or for the personal use of colleagues, provided the copies are not offered for sale.

(c) The right to post copies of the published article on the Author’s personal webpages, on the Author’s institutional internet web sites or on governmental web sites, subject to any requirements of the Author’s institution or the funder(s) of the research reported in the published article; provided that a link to the ASA website also is posted with the published article.

(d) If Author has prepared the Work within the scope of their employment, the employer (also known as a “Copyright Owner”) shall have the right to make copies of the article for the employer’s own internal use. If Author prepared the Work under a government contract, the government shall have the rights provided by the contract.

***Note:*** The foregoing permitted uses of the Work are conditioned upon all copies, paper or electronic, or other use of the Work including an acknowledgement of copyright and a complete citation to the Work originally published by the ASA. Any such use that purports to be the original ASA article must be identical to the ASA-formatted version.

**III. Permission Requests:** Other than as provided in section II above, any requests for permission to reproduce, republish, or otherwise use the Work should be referred to ASA, who will grant such requests consistent with its policies and upon receiving clear evidence that the Author approves of the republication. The granting of such permissions is administered by the Office of Rights and Permissions of the American Institute of Physics on behalf of the ASA.

**IV. Representations and Warranties**: Each Author and/or Copyright Owner hereby represents and warrants that: (a) no part of the Work violates the copyright or any right of privacy, right of publicity, right of confidentiality, or other right of any person or entity, or is defamatory or otherwise illegal; (b) each Author has obtained appropriate rights and permission to copy, reprint or otherwise use any portion of the Work of which the Author is not the original Author, and that each Author has properly credited the sources in the Work; (c) no formula, instruction or other information contained in the Work will be injurious to the user or to others; (d) all statements asserted as fact in the Work are accurate, true and correct, or are based upon reasonable research and have been reviewed for accuracy; (e) Author has not previously disposed of any of the rights granted to ASA in this Agreement or published the Work elsewhere in any form; (f) the signing Author is authorized to execute this Author Agreement and Copyright Assignment on behalf of the Author (and/or on behalf of the Copyright Owner if not the Author) and all contributing authors to the Work listed above; and (g) there are no other contributing authors to the Work other than those listed above.

**V. Indemnification:** Each Author and/or Copyright Owner hereby indemnifies and holds harmless the Acoustical Society of America, AIP Publishing, and their respective officers, directors, members, employees, staff, editors, representatives, and agents from and against any and all claims, actions, expense (including reasonable attorneys’ fees) and other liabilities arising directly or indirectly from the inaccuracy or breach of any of the representations set forth in this Agreement.

**VI. Acknowledgement:** Other than the acknowledgement each Author will receive as a contributor to the Work, each Author understands that he or she will receive no compensation for use or publication of the Work.

**VII. Governing Law:** This Agreement is governed by the laws of the State of New York without regard to its rules governing conflicts of laws.

**VII. Facsimile Signature:** ASA and the Author and/or Copyright Owner acknowledge that an electronic or facsimile signature on this Agreement shall have the same force and effect as an original signature and shall bind the signatory.

Signing Author (for all authors):

Print Name

Signature

Date:

**U.S. Government/Crown Employees**

I hereby represent that the Work was prepared by a United States Government/Crown employee(s) as part of the Author’s official duties and therefore legally cannot be copyrighted and/or belongs to the U.S. government or Her Majesty, as applicable.

Author:

Print Name of U.S. or Crown Government Department

or Agency

By:

Signature of U.S. or Crown Government Employee

As Authorized Representative

Print Name and Title:

Date:

Please submit signed form **as a PDF** with your *Acoustics Today* Article