

# **COPYRIGHT TRANSFER AGREEMENT**

## Please Read Entire Form Carefully Before Signing

For good and valuable consideration, the receipt of which is hereby acknowledged, the below identified author(s) [or employer if this was a work-for-hire] ("Author") hereby grants full legal rights, including without limitation copyright, in the written paper (known as the "Work" in this agreement) identified below to the Water Environment Federation® ("WEF®"). Transfer of copyright in the Work allows WEF to, without limitation, use and publish the work for any and all purposes, in any language, in any form, now known or later developed, throughout the United States and the Universe. Author further understands that WEF solely owns all legal rights, including without limitation copyright, to any compilation that WEF creates that includes the Work, including by way of example proceedings published or distributed by WEF that include all or some of the papers and/or recordings of the presentations made at a WEF conference or other event.

In consideration for Author's transfer of the full legal rights to the Work to WEF, WEF grants to Author an irrevocable, nonexclusive, perpetual, royalty-free license to use the Work for Author's noncommercial purposes, and revising the Work and creating new materials based on the Work ("derivative works"). For purpose of this license, the term "noncommercial purposes" means any use of the Work for which you not directly paid for the Work itself. Use of, or reference to, the Work to promote your company or business generally, and being paid for services mentioned in the Work or relating to the Work, is allowed under this license.

Author represents that he/they are the sole owner(s) of all rights, title and interest, including without limitation copyright, in and to the Work; that the Work does not infringe any existing copyright or any other right of any person; that the reproduction, exhibition, or any other use by WEF of the Work in the publication(s) and form(s) described above will not in any way, directly or indirectly, infringe on the rights of any person; that the Work is not a work of the U.S. government; and that to the best of Author's knowledge, the Work contains no libelous or other unlawful matter.

Author represents that he/they have the sole and exclusive right to assign the rights to the Work in this agreement to WEF, and if the Work is a work-for-hire, that s/he is an agent of the employer, authorized to assign the rights to the Work to WEF. Author further represents that he/they have not granted any conflicting rights. It is the responsibility of the Author and not WEF to determine whether the prior consent of third parties is necessary for the assignment of the rights to the Work granted herein to WEF.

Author agrees to indemnify and hold harmless WEF from and against any claim, demand, or action against WEF as publisher of the Work by reason of any violation of proprietary right or copyright, or any unlawful, willful or grossly negligent matter contained in the Work, or by reason of any breach of the foregoing representations.

By typing I AGREE in the box below, attaching your Work, and completing and sending this form and your Work together to WEF, you are indicating your agreement to the terms and conditions of this copyright agreement. <u>If more than one author, each author listed should indicate their consent by signing a copy of this Agreement; please combine all consents and include when sending the Work to WEF.</u>

<del></del>	
Type/write I AGREE to indicate your consent:	
	ment, please indicate your consent to the terms by printing and ning it to WEF by submitting on the online submission system.
Conference/Event Name: Nutrient Symposium 2017	
Session No:	
Primary Author:	
All Authors:	
Title/Description of Work:	
Authorized Signature (Author or Employer if work-for-hire)	Title of Authorized Signee
Date Form Signed	Typed Name of Authorized Signee

#### Session #

### U.S. GOVERNMENT EMPLOYEES ONLY

(Only sign this portion of the form if the identified work in this release was created by an employee of the U.S. Government acting within the scope of his official duties. If your work was performed under a government contract but not by a government employee and/or any of the co-authors are not U.S. government employees, do not fill out this section.)

Author(s) certifies that he/they were employees of the U.S. government and that he/they created the above identified Work as part of their official duties and the Work is therefore a "work of the U.S. Government" not subject to U.S. copyright protection.

Authorized Signature	Title and Typed Name of Signee
Name of Government Organization	Date Form Signed

Please submit BOTH pages along with your final manuscript via the online submission system. If you have any questions, please send an email to Nutrient2017@wef.org

## COPYRIGHT GUIDANCE FOR WEF AUTHORS

### General

- All authors are encouraged to review WEF's publication guidelines for editorial and submission information (*Water Environment Research* www.weronline.org, or *Water Environment & Technology* www.WEF.org/Magazine).
- Once you transfer copyright to WEF you must obtain WEF's written permission prior to providing your work to any
  other publication or organization for use. However, WEF's copyright transfer agreement allows the author to use the
  work for the author's noncommercial purposes.

### **Copyright and Permissions Generally**

The following information is general information for authors. However, it is not legal advice and may not apply to your t specific set of circumstances. More information regarding copyrights is available at the U.S. Copyright Office website (<a href="http://copyright.gov">http://copyright.gov</a>). Authors who need or desire legal advice should consult a licensed attorney.

- Legal rights to creative works, including written papers, and oral and video presentations, arise with creation of the work and belong to the creator/author unless the author's legal rights are transferred to another party.
- If a work is prepared by an employee within the scope of his/her employment, or a work is specifically ordered, commissioned and/or paid for by another person, the work may be a work-for-hire. In such a case, the legal rights may belong to the employer or person or organization that commissioned the work.
- Owners (authors) may transfer *full ownership* of the rights to their work by transferring the **copyright**.
- The WEF Copyright Transfer Agreement grants full ownership rights in your Work to WEF. WEF in return grants an irrevocable license back to you, the author, to use the Work for your noncommercial purposes, including revising the work and creating new ("derivative") works based on the Work. *Noncommercial purposes* means that you will not sell or otherwise distribute the work for a fee. You may, however, use the work for educational purposes. WEF also holds full ownership and copyright in any **compilation** that WEF creates that is made up of more than one author's work, such as conference proceedings that contain all the papers from one conference.
- The copyright agreement asks that authors confirm that their work is original, or that if it is not original, that the author has obtained the permission of the author/owner of any material that is not original that is included in their work. This is because only you, the author, know if a work is original or if you have obtained permission to use someone else's materials. It is necessary for WEF, as the publisher of the work, to protect itself from claims that it has illegally used and published someone's material without the necessary permission.