

1 Alewife Center #200 Cambridge, MA 02140 tel. 617.945.9051 www.jove.com

## ARTICLE AND VIDEO LICENSE AGREEMENT

Title of Article:	Alternative						
Author(s):	M.A. Chalm	pnick, and	DED	Hmar			
Item 1 (check one	box): The Author	elects to have the	he Ma <u>terials</u>	be made	available	(as described	d at
http://www.jove.com/publish ) via: Standard Access			Open Acce	ess			
Item 2 (check one bo			1.				
The Auth	or is NOT a United S	States government	t employee.				
	hor is a United Sta or her duties as a U				erials were	e prepared in	the
The Autl	nor is a United State or her duties as a U	es government em Inited States gover	ployee but th nment emplo	ne Material oyee.	s were NC	OT prepared ir	ı the

## ARTICLE AND VIDEO LICENSE AGREEMENT

- 1. Defined Terms. As used in this Article and Video License Agreement, the following terms shall have the following meanings: "Agreement" means this Article and Video License Agreement; "Article" means the article specified on the last page of this Agreement, including any associated materials such as texts, figures, tables, artwork, abstracts, or summaries contained therein; "Author" means the author who is a signatory to this Agreement; "Collective Work" means a work, such as a periodical issue, anthology or encyclopedia, in which the Materials in their entirety in unmodified form, along with a number of other contributions, constituting separate and independent works in themselves, are assembled into a collective whole; "CRC License" means the Creative Commons Attribution-Non Commercial-No Derivs 3.0 Unported Agreement, the terms and conditions of which can be found http://creativecommons.org/licenses/by-ncnd/3.0/legalcode; "Derivative Work" means a work based upon the Materials or upon the Materials and other preexisting works, such as a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgment, condensation, or any other form in which the Materials may be recast, transformed, or adapted; "Institution" means the institution, listed on the last page of this Agreement, by which the Author was employed at the time of the creation of the Materials; "JoVE" means MyJove Corporation, a Massachusetts corporation and the publisher of The Journal of Visualized Experiments; "Materials" means the Article and / or the Video; "Parties" means the Author and JoVE; "Video" means any video(s) made by the Author, alone or in conjunction with any other parties, or by JoVE or its affiliates or agents, individually or in collaboration with the Author or any other parties, incorporating all or any portion of the Article, and in which the Author may or may not appear.
- 2. <u>Background</u>. The Author, who is the author of the Article, in order to ensure the dissemination and protection of the Article, desires to have the JoVE publish the Article and create and transmit videos based on the Article. In furtherance of such goals, the Parties desire to memorialize in this Agreement the respective rights of each Party in and to the Article and the Video.
- 3. Grant of Rights in Article. In consideration of JoVE agreeing to publish the Article, the Author hereby grants to JoVE, subject to Sections 4 and 7 below, the exclusive, royalty-free, perpetual (for the full term of copyright in the Article, including any extensions thereto) license (a) to publish, reproduce, distribute, display and store the Article in all forms, formats and media whether now known or hereafter developed (including without limitation in print, digital and electronic form) throughout the world, (b) to translate the Article into other languages, create adaptations, summaries or extracts of the Article or other Derivative Works (including, without limitation, the Video) or Collective Works based on all or any portion of the Article and exercise all of the rights set forth in (a) above in such translations, adaptations, summaries, extracts, Derivative Works or Collective Works and (c) to license others to do any or all of the above. The foregoing rights may be exercised in all media and formats, whether now known or hereafter devised, and include the right to make such modifications as are technically necessary to exercise the rights in other media and formats. If the "Open Access" box has been checked in Item 1 above, JoVE and the Author hereby grant to the public all such rights in the Article as provided in, but subject to all limitations and requirements set forth in, the CRC License.



1 Alewife Center #200 Cambridge, MA 02140 tel 617.945 9051 www.iove.com

## ARTICLE AND VIDEO LICENSE AGREEMENT

full, unfettered access to the facilities of the Author or of the Author's institution as necessary to make the Video, whether actually published or not. JoVE has sole discretion as to the method of making and publishing the Materials, including, without limitation, to all decisions regarding editing, lighting, filming, timing of publication, if any, length, quality, content and the like.

11. Indemnification. The Author agrees to indemnify JoVE and/or its successors and assigns from and against any and all claims, costs, and expenses, including attorney's fees, arising out of any breach of any warranty or other representations contained herein. The Author further agrees to indemnify and hold harmless JoVE from and against any and all claims, costs, and expenses, including attorney's fees, resulting from the breach by the Author of any representation or warranty contained herein or from allegations or instances of violation of intellectual property rights, damage to the Author's or the Author's institution's facilities, fraud, libel, defamation, research, equipment, experiments, property damage, personal injury, violations of institutional, laboratory, hospital, ethical, human and animal treatment, privacy or other rules, regulations, laws, procedures or guidelines, liabilities and other losses or damages related in any way to the submission of work to JoVE, making of videos by JoVE, or publication in JoVE or elsewhere by JoVE. The Author shall be responsible for, and shall hold JoVE harmless from, damages caused by lack of sterilization, lack of cleanliness or by contamination due to the making of a video by JoVE its employees, agents or independent contractors. All sterilization, cleanliness or decontamination procedures shall be solely the responsibility of the Author and shall be undertaken at the Author's

CORRESPONDING AUTHOR:

expense. All indemnifications provided herein shall include JoVE's attorney's fees and costs related to said losses or damages. Such indemnification and holding harmless shall include such losses or damages incurred by, or in connection with, acts or omissions of JoVE, its employees, agents or independent contractors.

- 12. Fees. To cover the cost incurred for publication, JoVE must receive payment before production and publication the Materials. Payment is due in 21 days of invoice. Should the Materials not be published due to an editorial or production decision, these funds will be returned to the Author. Withdrawal by the Author of any submitted Materials after final peer review approval will result in a US\$1,200 fee to cover pre-production expenses incurred by JoVE. If payment is not received by the completion of filming, production and publication of the Materials will be suspended until payment is received.
- 13. <u>Transfer, Governing Law.</u> This Agreement may be assigned by JoVE and shall inure to the benefits of any of JoVE's successors and assignees. This Agreement shall be governed and construed by the internal laws of the Commonwealth of Massachusetts without giving effect to any conflict of law provision thereunder. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to me one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

A signed copy of this document must be sent with all new submissions. Only one Agreement required per submission.

Name:	Marc Chalapnicki					
Department:	Interior, Creat Lakes Science & Center					
Institution:	Tunion hab of Aguatic Science					
Article Title:	Alternative Method of Remoun Oblith from Sturgean					
Signatura	Ma Cale: 11-9-15					
Signature.	Surface and the surface and th					

Please submit a <u>signed</u> and <u>dated</u> copy of this license by one of the following three methods:

- 1) Upload a scanned copy of the document as a pfd on the JoVE submission site;
- 2) Fax the document to +1.866.381.2236;
- 3) Mail the document to JoVE / Attn: JoVE Editorial / 1 Alewife Center #200 / Cambridge, MA 02139

For questions, please email submissions@jove.com or call +1.617.945.9051