

ARTICLE AND VIDEO LICENSE AGREEMENT

Title of Article: Using enclosed Y-mazes to assess chemosensory behavior in reptiles

Author(s): Parker, M., **A.F. Currylow**, E. Tillman, **C. Robinson**, **J. Josimovich**, I. Bukovich, L. Nazarian, **M.**

Nafus, B. Kluever, **A.A. Yackel Adams** (names in boldface = USGS FORT)

Item 1: The Author elects to have the Materials be made available (as described at <http://www.jove.com/publish>) via:

Standard Access

☒ Open Access

Item 2: Please select one of the following items:

- ☐ The Author is **NOT** a United States government employee.
- ☒ The Author is a United States government employee and the Materials were prepared in the course of his or her duties as a United States government employee.
- ☐ The Author is a United States government employee but the Materials were NOT prepared in the course of his or her duties as a United States government employee.

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 United States Geological Survey (USGS) 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 0 Attribution- , the terms and conditions of which can be found at: <http://creativecommons.org/> ; “**Derivative Work**” means a work based upon the Materials or upon the Materials and other pre- existing 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; “**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 USGS and JoVE; “**Video**” means any video(s) made by the USGS, 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 **Background.** The USGS, 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 nonexclusive, 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.

ARTICLE AND VIDEO LICENSE AGREEMENT

4 **Retention of Rights in Article.** Notwithstanding the non-exclusive license granted to JoVE in **Section 3** above, the USGS shall, with respect to the Article, retain the non-exclusive right to use all or part of the Article for the non-commercial purpose of giving lectures, presentations or teaching classes, and to post a copy of the Article on the USGS website, in each case provided that a link to the Article on the JoVE website is provided and notice of JoVE's copyright in the Article is included. All non-copyright intellectual property rights in and to the Article, such as patent rights, shall remain with the USGS.

5 non-exclusive owner of all rights of any nature, including, without limitation, all copyrights, in and to the Video.

6 **Grant of Rights in Video – Open Access.** This **Section 6** applies only if the "Open Access" box has been checked in **Item 1** above. In consideration of JoVE agreeing to produce, display or otherwise assist with the Video, the USGS hereby grants to JoVE, subject to **Section 7** below, the NONexclusive, 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 Video 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 Video into other languages, create adaptations, summaries or extracts of the Video or other Derivative Works or Collective Works based on all or any portion of the Video 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. For any Video to which this **Section 6** is applicable, JoVE and the USGS hereby grant to the public all such rights in the Video as provided in, but subject to all limitations and requirements set forth in, the CROLicense.

7 **Government Employees.** If the Author is a United States government and the Article was prepared in the course of his or her duties as a United States government employee, as indicated in **Item 2** above, and any of the licenses or grants granted by the USGSr hereunder exceed the scope of the 17 U.S.C. 403, then the rights granted hereunder shall be limited to the maximum

rights permitted under such statute. In such case, all provisions contained herein that are not in conflict with such statute shall remain in full force and effect, and all provisions contained herein that do so conflict shall be deemed to be amended so as to provide to JoVE the maximum rights permissible within such statute.

8 **Protection of the Work.** The USGS authorize JoVE to take steps in the USGS(s) name and on their behalf if JoVE believes some third party could be infringing or might infringe the copyright of either the Article and/or Video.

9 **Likeness, Privacy, Personality.** The USGS hereby grants JoVE the right to use the Author's name, voice, likeness, picture, photograph, image, biography and performance in any way, commercial or otherwise, in connection with the Materials and the sale, promotion and distribution thereof.

10 **USGS Represents.** The USGS represents that the Article is original, that it has not been published, that the USGS contribution is in the public domain and has not been assigned, licensed, or otherwise transferred to any other party. The USGS represents that the author(s) listed at the top of this Agreement are the only authors of the Materials. If more than one author is listed at the top of this Agreement and if any such author has not entered into a separate Article and Video License Agreement with JoVE relating to the Materials, the USGS represents that the Author has been authorized by each of the other such authors to execute this Agreement on his or her behalf and to bind him or her with respect to the terms of this Agreement as if each of them had been a party hereto as an Author. The USGS represents that the use, reproduction, distribution, public or private performance or display, and/or modification of all or any portion of the Materials does not and will not violate, infringe and/or misappropriate the patent, trademark, intellectual property or other rights of any third party. The USGS represents that it has and will continue to comply with all government, institutional and other regulations, including, without limitation all institutional, laboratory, hospital, ethical, human and animal treatment, privacy, and all other rules, regulations, laws, procedures or guidelines, applicable to the Materials, and that all research involving human and animal subjects has been approved by USGS.

11 **JoVE Discretion.** If the USGS requests the assistance of JoVE in producing the Video in the USGS' facility, the USGS shall ensure that the presence of JoVE employees, agents or independent contractors is in accordance with the relevant regulations of the USGS. If more than one author is listed at the beginning of this Agreement, JoVE may, in its sole

ARTICLE AND VIDEO LICENSE AGREEMENT

discretion, elect not take any action with respect to the Article until such time as it has received complete, executed Article and Video License Agreements from each such author. JoVE reserves the right, in its absolute and sole discretion and without giving any reason therefore, to accept or decline any work submitted to JoVE. 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.

2 **Indemnification.** The USGS agrees to perform all work under this agreement with reasonable diligence and precaution. The Federal government shall not indemnify Publisher or any third party for claims, liabilities, expenses, costs, damages, attorney's fees that may arise from participation or use of the research/product/program, except pursuant to submission of a claim under the Federal Tort Claims Act (codified at 28 U.S.C. § 2671 et seq.) against the United States for personal injuries or property damage resulting from the negligent or wrongful act or omission of any employees of the United States while acting within the scope of his/her employment, arising out of this agreement.

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 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.

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.

Transfer, Governing Law. 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 by the laws of *the United States of America* and the parties submit to the exclusive jurisdiction of the federal courts of *the United States*." 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 is required per submission.

CORRESPONDING AUTHOR is USGS employee Andrea Currylow/Amy Yackel Adams

Agency	Authorized Signer and Representative of the United States Geological Survey	
Name:	Robert N Reed	
Title:	Chief, Invasive Species Science Branch	
Signature:		Date:
		24 Sept 2020

Please submit a **signed** and **dated** copy of this license by one of the following three methods:

1. Upload an electronic version 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 02140