

# NIH Publishing Agreement *Cover Sheet* for Books & Chapters

This agreement is for use with materials that are not subject to the NIH Public Access Policy, i.e., books, chapters or other non-peer-reviewed materials such as conference abstracts. By signing this Cover Sheet, the Author or Editor, on behalf of NIH, agrees to the provisions set out below, which **modify and supersede**, solely with respect to NIH, any conflicting provisions that are in the Publisher's standard copyright agreement (the "Publisher's Agreement"). If a Publisher's Agreement is attached, execution of this Cover Sheet constitutes an execution of the Publisher's Agreement, subject to the provisions and conditions of this Cover Sheet.

1. **Indemnification.** No Indemnification or "hold harmless" obligation is provided by either party.
2. **Governing Law.** This agreement will be governed by the law of the court in which a claim is brought.
3. **Copyright.** Author's or Editor's contribution to the Work was done as part of the Author's or Editor's official duties as a NIH employee and is a Work of the United States Government. Therefore, copyright may not be established in the United States. 17 U.S.C. § 105. If Publisher intends to disseminate the Work outside of the U.S., Publisher may secure copyright to the extent authorized under the domestic laws of the relevant country, subject to a paid-up, nonexclusive, irrevocable worldwide license to the United States in such copyrighted work to reproduce, prepare derivative works, distribute copies to the public and perform publicly and display publicly the work, and to permit others to do so.
4. **No Compensation.** No royalty income or other compensation may be accepted for work done as part of official duties. The Author or Editor may accept for the agency a limited number of reprints or copies of the publication.
5. **NIH Representations.** NIH represents to the Publisher that the Author or Editor is the sole author of the Author's or Editor's contribution to the Work and that NIH is the owner of the rights that are the subject of this agreement; that the Work is an original work and has not previously been published in any form anywhere in the world; that to the best of NIH's knowledge the Work is not a violation of any existing copyright, moral right, database right, or of any right of privacy or other intellectual property, personal, proprietary or statutory right; that where the Author or Editor is responsible for obtaining permissions or assisting the Publishers in obtaining permissions for the use of third party material, all relevant permissions and information have been secured; and that the Work contains nothing misleading, obscene, libelous or defamatory or otherwise unlawful. NIH agrees to reasonable instructions or requirements regarding submission procedures or author communications, and reasonable ethics or conflict of interest disclosure requirements unless they conflict with the provisions of this Cover Sheet.
6. **Disclaimer.** NIH and the Author or Editor expressly disclaim any obligation in Publisher's Agreement that is not consistent with the Author's or Editor's official duties or the NIH mission, described at <http://www.nih.gov/about/>. NIH and the Author or Editor do not disclaim obligations to comply with a Publisher's conflict of interest policy so long as, and to the extent that, such policy is consistent with NIH's own conflict of interest policies.

The NIH Deputy Director for Intramural Research, Nina Schor, M.D., Ph.D. approves this publishing agreement and maintains a single, signed copy of this text for all works published by NIH employees, and contractors and trainees who are working at the NIH. No additional signature from Dr. Schor is needed.

Author's or Editor's name:

Author's or Editor's Institute or Center:

Name of manuscript/work:

Name of publication:

Check if Publisher's Agreement is attached:

-----  
Author's or Editor's signature

-----  
Date