

OU Historical Journal
University of Oklahoma
Department of History

Date: 04-28-16

CONSENT-TO-PUBLISH AGREEMENT

Dear Author:

*"underground cathedrals: Moscow's struggle for
a subterranean masterpiece."*

The Board of Regents of the University of Oklahoma (hereafter the "BOARD") is pleased to have the opportunity to publish your contribution(s) titled _____ (hereafter the "Work") in a forthcoming issue of *OU Historical Journal* (hereafter *OUHJ*). In consideration of our publication of the Work in a forthcoming issue, and in order to ensure both the widest dissemination and the protection of material published in our journal against infringement, it is necessary that you grant us a time-limited exclusive license to your Work under the following terms:

1. The BOARD, by and through *OUHJ*, hereby agrees to publish the Work, within a reasonable time, in one upcoming issue of the journal named above at our own expense (except as otherwise specifically provided in this Agreement). *OUHJ* will promote the said journal in accordance with its usual practice as *OUHJ* thinks best meets the requirements of the market.

2. The Author hereby grants to the BOARD an exclusive, worldwide, royalty-free right and license to exercise any and all copyright rights under United States copyright law in and to Author's Work for a term of four (4) months from the date of first publication of Author's contribution in *OUHJ*. The BOARD's license includes, without restriction, exclusive first-serial and all other subsidiary rights, in English, and the right to license secondary publishers to reproduce the Work or an extract thereof in print, microform, or any computer-readable form, including electronic online databases or any other means of publication now known or hereafter devised. From and after the date of first publication of the Work in *OUHJ*, the BOARD hereby grants Author permission to make and distribute copies of the Work in the course of Author's classroom teaching or research and to post the Work on Author's personal website. After expiration of the four (4) month exclusive term, the previously described exclusive license in the BOARD shall convert to a non-exclusive license to exercise all rights reasonably required to maintain, publish and distribute the Work in all manners previously exercised and/or permitted under contracts, licenses and/or sublicenses entered into during the period of exclusivity, and all other rights shall revert to the Author. Upon reversion of rights to Author, and whenever Author reprints work that first appeared in *OUHJ*'s pages, Author agrees to credit *OU Historical Journal* for the specific work(s) involved; i.e., "First published in *OU Historical Journal* [volume no.] [issue] ([month] [year]), [page range]." In no event shall the BOARD be liable for any unauthorized use of the Work by secondary publishers and/or their agents.

3. The Author warrants: (i) that this Work is original and that he/she is the sole author and owner of the Work and has full power to make this grant; (ii) that if any institution, agency, or entity has funded the research or writing of the material that the Author has so advised *OUHJ*, in writing, prior to signing this Agreement; (iii) that the Work does not infringe the copyright or other proprietary rights of any other person, and that if the Work includes material protected by copyright, the Author has identified such material and provided written proof of permission to include that material; (iv) that none of the material included in this Work has been previously published in English, or, if it has been previously published in whole or in part, that written permission to reprint the work has been obtained and is enclosed with the Author's manuscript; (v) that the Work contains no libelous or other unlawful matter and makes no improper invasion of the privacy of any other person; (vi) that the Author has not previously assigned, pledged, or otherwise encumbered the Work or agreed to do so. Author agrees to indemnify, defend, and hold harmless the BOARD, its employees, and Regents from any and all liability for all claims, costs, suits, damages, fees (including attorneys' fees) based upon an alleged violation of any of the above representations and warranties, which agreement to indemnify and defend shall survive termination of this Agreement.

4. The Author and the BOARD mutually agree that publication of the Author's Work is subject to and contingent upon its acceptance for publication by the editors of *OUHJ*, in their sole and absolute discretion. The

editors of *OUHJ* will edit the Work for style, usage, and felicity, in accordance with their usual practice, and in consultation with the Author.

5. The Author will receive two (2) free copies of the published issue but will receive no royalty or other monetary return from *OUHJ* for the license granted herein and use of the Work.

6. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF OKLAHOMA, WITHOUT GIVING FORCE AND EFFECT TO ITS CHOICE OF LAW PROVISIONS OR TO WHICH PARTY DRAFTED PARTICULAR PROVISIONS OF THIS AGREEMENT. ANY LEGAL ACTION IN CONNECTION WITH THIS AGREEMENT SHALL BE FILED IN A COURT OF COMPETENT JURISDICTION IN OKLAHOMA, TO WHICH JURISDICTION AND VENUE THE AUTHOR EXPRESSLY AGREES.

7. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and replaces and supersedes all prior discussions, agreements, understandings, and negotiations of the parties, whether written or oral. This Agreement may not be changed, altered, modified, amended or assigned except by an agreement in writing signed by both parties.

8. This Agreement may not be assigned by either party without the prior written consent of the other.

9. The parties agree that this Agreement shall be binding upon and inure to the benefit of their respective heirs, executors, successors, assigns, or transferees of any nature.

10. *OUHJ* assumes no responsibility or liability for loss or destruction of the Work and Author agrees to keep and safeguard a full and complete copy of the Work.

If the foregoing terms are satisfactory to you, please print out, sign, and return **two copies** of this Agreement to *OUHJ*, or fax one copy to 405-325-4503. My preferred option would be for you to print, sign, scan, and email me the agreement at raphael.folsom@ou.edu. We will countersign and return one copy for your own files.

Michaela Hill
Author [signature]

Michaela Hill
Printed Name

Raphael Folsom
Faculty Advisor, *OU Historical Journal*
On behalf of the Board of Regents of
the University of Oklahoma

Address:

5553 NW Eisenhower DR
Lawton OK 73505

580-704-8669 (phone number)

to1stogannak@yahoo.com (e-mail address)