## Shakespeare Oxford Fellowship Publication Agreement and License

This Publication Agreement and License ("Agreement") is between the Author(s) stated below and the Shakespeare Oxford Fellowship ("SOF"), with respect to the Article stated below.

Author(s)			
Title of Article:			
THE OF THEFE.	 	 	

- 1. In this Agreement, the word "publish" and variations thereof shall refer to publishing, republishing, reproducing, copying, or distributing the Article in any form, in whole or in part, either separately or as part of a collection, including in print, electronically, on the internet, or in any other medium that may exist now or in the future.
- 2. The Author retains copyright of the Article, subject to the provisions of this Agreement, and may republish the Article, provided that the SOF publication in which it was first published shall be credited and cited as such.
- 3. The Author grants SOF a limited publication license, giving SOF the following rights, subject to the reservation stated in paragraph (e):
- (a) The exclusive right of first publication (except for any previous publication disclosed as such to SOF), provided that the Author shall be credited as such.
- (b) The non-exclusive right to republish the Article, provided that the Author shall always be credited as such.
- (c) The non-exclusive right to authorize nonprofit educational republication of the Article by or in any non-SOF entity or medium (including republishing, abstracting, or excerpting the Article in academic databases such as "JSTOR," "ProQuest," "World Shakespeare Bibliography Online," and similar present or future academic databases), provided that the Author shall always be credited as such.
- (d) The right to retain any royalties or income SOF may earn from publishing the Article, provided that the Author likewise has the right to retain any royalties or income the Author may earn from the Author's republication of the Article. If SOF and the Author are both inclined to authorize publication of the Article by the same third party, SOF shall in that case defer to the Author to make such arrangements (including as to any royalties or income therefrom, which shall in that case be payable only to the Author, not to SOF).
- (e) SOF agrees that the Article shall not be republished in any form that materially edits or alters the Article without notice to and agreement of each Author who is party to this Agreement.
- 4. The Author agrees that (a) unless the Author has disclosed any previous publication of the Article to SOF, the Article has not been and shall not be published before the first publication by SOF; (b) in any publication of the Article, the Author shall ensure that the first publication by SOF shall always be credited and cited as such; and (c) until six months after the date of first publication by SOF, the Author shall notify and obtain the permission of SOF before causing or authorizing any other publication of the Article.
- 5. The Author represents and warrants to the best of the Author's knowledge that: (a) the Author is entitled to claim copyright in the Article (aside from any material in the public domain cited or included therein); (b) the Article has not been published previously in any medium in any manner not previously and fully disclosed to SOF; (c) no person other than an Author who is

## Shakespeare Oxford Fellowship Publication Agreement and License

party to this Agreement claims, or is entitled to claim, copyright in the Article (leaving aside properly cited quotations of material, copyrighted by others, falling within the concept of "fair use"); (d) the Article does not plagiarize the work of any other person, living or dead, regardless of any copyright that may or may not belong to any person; and (e) the Article, under U.S. state and federal law, does not defame any person, does not unlawfully threaten or invade the privacy of any person, and does not in any other way violate the law or infringe the legal rights of any person. Furthermore, the Author agrees to indemnify SOF and to hold SOF harmless against any damages SOF may be obliged to pay arising from any violation of these representations and warranties by any Author who is party to this Agreement.

- 6. This Agreement shall remain in force and effect for as long as any Author who is party to this Agreement retains copyright in the Article. Assignment of copyright by any Author to another party shall not diminish SOF's rights in regard to the Article as defined in this Agreement.
- 7. The Author shall not receive any payment from SOF for publication of the Article, nor for any exercise by SOF of any right provided by this Agreement. Likewise, SOF shall not receive any payment from the Author for publication of the Article, nor for any exercise by the Author of any right provided by this Agreement.
- 8. This Agreement contains and represents the entire agreement between the Author and SOF and supersedes all prior agreements, representations or understandings, oral or written, express or implied, with respect to the subject matter of this Agreement. This Agreement may not be modified or amended in any way except in a writing signed by each Author who is party to this Agreement and SOF.

Signed:	Date:
(Author; additional Author(s) sign below, printing name and date)	
(printed name of Author)	
Signed:	Date:
(on behalf of the Shakespeare Oxford Fellowship)	
(printed name and title of person signing on behalf of the SOF)	
Additional Author(s) (if any) (please sign and date and print name):	

<sup>&</sup>lt;sup>1</sup> "Plagiarism" means failing to provide either proper quotation marks, or proper citations, or both, when quoting or using the writing or other intellectual product of another person. Providing a citation does not excuse any failure to use proper quotation marks also, when quoting any material verbatim. Lack of intent to plagiarize is also not an excuse. Authors, at a minimum, have an affirmative duty to exercise reasonable care and due diligence to avoid even accidental plagiarism.