

**CALIFORNIA STATE ORIENTAL MEDICAL ASSOCIATION (CSOMA)
COPYRIGHT LICENSE AGREEMENT**

Date _____

Author(s) _____

Manuscript Title _____

To be published in the *California Journal of Oriental Medicine*.

We are pleased to have the opportunity to publish your manuscript in the *California Journal of Oriental Medicine*. It is the policy of the California State Oriental Medical Association (CSOMA) to secure copyright licenses for all materials (hereinafter referred to as the "Work(s)") published in its journal, so that you as Author(s) and we as Publisher may be protected from unauthorized use of the journal's contents. In order to expedite the publishing process and to disseminate your work to the fullest extent, we need to have, as a condition of publication, the following copyright license agreement signed and returned to us as soon as possible and prior to publication.

Right to Reject or Terminate. The Publisher reserves the right, in its sole discretion, not to publish any article submitted by you and to terminate this agreement at any time upon written notice to you.

Editing. If requested, you agree to provide the Publisher with sources and research materials used in preparing the article, including notes, transcripts and tapes. We reserve the right to edit and/or rewrite for style, clarity, length and adherence to format.

Other Conditions of Use and Exchange.

- (a) that you are the sole Author(s) of the Work(s);
- (b) that the Work(s) has not been previously published elsewhere (unless otherwise agreed);
- (c) that you have used reasonable care to make sure all facts and statements in the Work(s) are true;
- (d) that the Work(s) is not defamatory, contains no libelous or other unlawful statements, and does not infringe the copyrights, trademarks, service marks or other rights of another person or organization;
- (e) that, if excerpts from copyrighted works are included, the Author(s) has credited the sources.

Exclusive Rights. In exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you grant the Publisher all publication rights exclusively for six (6) months from the date of the initial publication and non-exclusively thereafter, to (a) access, use, reproduce, distribute, translate, publicly display, and digitally display the Work(s) on its website at csomaonline.org or other on-line or off-line venue; (b) to sublicense the Work(s) for redistribution, republication, translation and display on the Internet or in print; (c) to edit, revise, abridge, expand or retitle the Work(s), including removing the content as the Publisher deems necessary or desirable.

The Author(s) further authorize(s) the Publisher and its designees to use the Author's (Authors') name(s), likeness(es), photograph(s), and biographical data in connection with their use and promotion of the Work(s).

Royalty and Compensation. It is understood that, other than the good and valuable consideration received for this license and release, the Author(s) has (have) received and will receive no royalty or other monetary compensation from the Publisher or its designees for the rights granted hereunder and the subsequent use of the Work(s) by the Publisher and its designees.

Non-exclusive Rights. After the period of exclusivity, the Author(s) grant(s) the Publisher non-exclusive rights to reproduce the Work(s) or to adapt and edit the Work(s) in any property belonging to the Publisher.

Re-use. The Publisher has the right to license or syndicate the use of the Work(s) to any other medium or market.

Author's Re-use. After the period of exclusivity, the Author(s) shall have the non-exclusive right to re-license the Work(s) to any market or medium.

Authorship. If the Work(s) was (were) prepared jointly with other Author(s), the signing Author has informed the Co-Author(s) of the terms of this copyright license and is signing on their behalf as their agent and represents that he or she is authorized to do so. Please confirm by initialing in the appropriate space following the signature line. The signing Author has responsibility for designating the Co-Author(s) and must inform the Publisher of any changes in authorship.

Financial Disclosure and Conflict of Interest. The Author(s) affirm that the Author(s) has (have) no financial affiliation (including research funding) or involvement with any commercial organization that has a direct financial interest in any matter included in this manuscript, except as disclosed in an attachment and cited in the manuscript. Any other conflict of interest (ie, personal associations or involvement as a director, officer, or expert witness) is also disclosed in an attachment.

Biomedical Research, Human Subjects, and Animal Subjects. The Author(s) affirm(s) that if the Work(s) is (are) an investigation involving human subjects, written informed consent has been obtained and an appropriate institutional review board has approved the project. If I did not have available a formal institutional review committee, the Author(s) followed the principles outlined in the "Declaration of Helsinki" which included a review and approval of my research protocol by an independent, specially appointed committee. In the Methods section of my (our) submitted manuscript, the Author(s) has (have) stated the manner in which informed consent was obtained and that institutional review committee approval or its equivalent was obtained. I will provide evidence of such approval if requested. Further, on request from the journal's Editor-in-Chief, I agree to provide the data on which the Work(s) is (are) based.

Warranties. The Author(s) warrant(s) that the Work(s) is (are) the original work of the Author(s) and that the Work(s) is not published. The Author(s) warrant(s) that the Work(s) contains no libelous or other unlawful statements, and does not infringe on the rights of others. If excerpts from copyrighted works are included, the Author(s) has (have) obtained written permission for publication in print and electronic format from the copyright owners and will credit the sources available. The parties also agree to indemnify and hold each other harmless for any and all liabilities and costs arising from the representations made, and terms agreed to, herein.

Signature of the Author(s) _____

Name(s) Printed _____

Manuscript Title _____

Address _____

Date _____

If the following applies, please initial below:

_____ Author on behalf of all Co-Authors

A signed fax or copy of this form is sufficient for us to proceed in good faith; however, for legal reasons we still need you to mail us the complete form (both sides) with the original signature present. Please sign this form in ink and return the complete original, retaining a copy of this form for your files to:

CSOMA
PO Box 2410
San Anselmo, CA 94979-2410