

Note: This Agreement cannot be modified without prior approval. Please contact the Editor of the Journal with any questions.



SAGE Publications

Janice M. Morse
Qualitative Health Research
University of Utah College of Nursing
10 South 2000 East
Salt Lake City, Utah 84112-5880, USA
Phone: (801) 585-3930
Fax: (801) 581-4642
QHR-Editor@nurs.utah.edu

TRANSFER OF COPYRIGHT

JOURNAL: QUALITATIVE HEALTH RESEARCH

WORKING TITLE OF CONTRIBUTION: _____

CORRESPONDING AUTHOR: _____ **AUTHOR:** _____

AUTHOR: _____ **AUTHOR:** _____

All authors of the Contribution are jointly and severally referred to in this Agreement as “Contributor.” The “Corresponding Author” has been authorized by all Contributors to sign this Agreement and to communicate with SAGE and the Editor of the Journal on behalf of all Contributors. If the Contribution has only one author, then “Contributor” and “Corresponding Author” used herein is in reference to that author. If any Contributor’s portion of the Contribution was written as a “Work-made-for-hire for the Contributor’s Employer (as described below), a copy of this Agreement must be signed by that Contributor’s Employer.

Copyright to the Contribution is held by the Contributors unless otherwise indicated here:

- Work made for hire for employer** – the Contribution was prepared by the Contributor at the request of Contributor’s employer and within the scope of Contributor’s employment and copyright in the Contribution is owned by the Contributor’s employer. Both the Contributor and an authorized representative of the Contributor’s employer must sign this Agreement. Please indicate “Employer”: _____.
- U.S. Government work** – the Contributor is an employee of the United States Government and prepared the Contribution as part of his/her official duties. If the Contribution was not prepared as part of the Contributor’s official duties, it is not a U.S. Government work. If the Contribution was jointly authored, all the coauthors must have been United States Government employees at the time they prepared the Contribution in order for it to be a U.S. Government work; if any coauthor was not a United States Government employee, then the Contribution is not a U.S. Government work. If the Contribution was prepared under a U.S. Government contract or grant, it is not a U.S. Government work (in such case, copyright is usually owned by the contractor or grantee).

SAGE Publications, Inc., 2455 Teller Road, Thousand Oaks, CA 91320 (“SAGE”), owner and publisher of the Journal, is pleased to consider the previously unpublished original work described above (text plus other materials to be published as part of the work, such as but not limited to tables, figures, graphs, charts, drawings, photographs and other illustrations, digital media works, and the abstract) (the “Contribution”) for publication in the Journal. To enable SAGE to disseminate the Contribution to the fullest extent possible, SAGE requires this Copyright Transfer Agreement be signed by the Contributor. If and when the Contribution is accepted for publication in the Journal, the following terms and conditions shall become effective as of the date of Contributor’s execution of this Agreement:

1. Transfer of Copyright. Contributor transfers and assigns to SAGE for the full term of copyright and any extensions and renewals thereof, all right, title, and interest in copyright, and all of the rights comprised therein and all remedies afforded by law, throughout the world (for U.S. Government works, see paragraph 3 below) in and to the Contribution, exclusive of any copyrightable material (text or graphic) owned by others, and any revisions thereof prepared and submitted by Contributor, including without limitation the right to register copyright in the Contribution in SAGE’s name and the exclusive right to reproduce, publish, republish, prepare all foreign language translations and other derivative works, distribute, sell, license, transfer, transmit, and publicly display copies of, and otherwise use the Contribution, in whole or in part, alone or in compilations, in all formats and media and by any method, device, or process, and through any channels, now known or later conceived or developed; and the exclusive right to license or otherwise authorize others to do all of the foregoing, and the right to assign and transfer the rights granted hereunder. To the extent that any right now or in the future existing under copyright is not specifically granted to SAGE by the terms of this Agreement, such right shall be deemed to have been granted hereunder.

2. License to Contributor. Subject to the terms and conditions of this paragraph, SAGE grants to Contributor a worldwide, nonexclusive, perpetual license to exercise the rights in the Contribution set forth below:

- (a) after initial publication in the print format of the Journal, to use and reproduce, in print format, all or part of the Contribution in any literary work written or edited by any Contributor;
- (b) to photocopy the published Contribution, in whole or in part, and distribute such copies to students free of charge for an Contributor’s own classroom teaching use;

(c) no sooner than twelve (12) months after publication of the Contribution in the print format of the Journal, to post an electronic copy of a Contributor-created version of all or part of the Contribution and abstract as accepted for publication by the Journal (i.e., updated to include all changes made during the peer-review and editing process), on Contributor's own personal web site and on Contributor's employer's web site or repository, provided that such electronic copy includes a hyperlink to the published version of the Contribution on the SAGE Journals Online website together with the following text: "The final, definitive version is available at <http://online.sagepub.com/>." Contributor is not permitted to post the SAGE PDF version of the published Contribution on any web site or repository.

The licenses granted above in this paragraph 2 are expressly made subject to and limited by the following restrictions:

- In each instance of use of the Contribution, or any part of it, Contributor includes the copyright notice that appears on the issue of the Journal in which the Contribution is first published and a full bibliographic citation to the Journal as published by SAGE;
- Copies of the Contribution, or any part of it, are not sold, distributed, or reproduced for commercial purposes (i.e., for monetary gain on Contributor's own account or on that of a third party, or for indirect financial gain by a commercial entity);
- The Contribution, or any part of it, is not used for any systematic external distribution by a third party (e.g., a listserve or database connected to a public access server); and
- All third party requests to re-use the Contribution, in whole or in part, are forwarded to SAGE.

3. U.S. Government Works. If the Contribution is designated above as a U.S. Government work, Contributor hereby certifies that all the Contributors were officers or employees of the United States Government at the time the Contribution was prepared and that it was prepared by the Contributors as part of their official government duties. SAGE acknowledges that under the Copyright Act of 1976, as amended, United States copyright protection is not available for U.S. Government works, which are considered to be in the public domain in the United States. U.S. Government works may, however, be protected in other countries under foreign copyright laws governing ownership of foreign copyrights in U.S. Government works. Accordingly, if the Contribution is a U.S. Government work, paragraph 1 shall apply only outside the United States.

4. Works Prepared Under U.S. Government Contract or Grant. If the Contribution was prepared under a U.S. Government contract or grant, SAGE acknowledges that the United States Government reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Contribution for official United States Government purposes only, and to authorize others to do so, if the U.S. Government contract or grant so requires. Upon request, Contributor will provide SAGE with the contract number of the U.S. Government contract or grant and/or a copy of the contract.

5. Permissions. If the Contribution contains copyrighted material (text or graphic) owned by others, then Contributor, at Contributor's expense, shall obtain written permission from the copyright owner, in form and scope acceptable to SAGE, to include and reproduce such copyrighted material in the Contribution and in the Journal. Contributor shall deliver all written permissions to SAGE together with delivery of the manuscript of the Contribution. Delivery of all required written permissions is a condition of publication of the Contribution in the Journal.

6. Copyediting; Proofreading. SAGE may copyedit the Contribution for clarity, brevity, accuracy, grammar, word usage, and conformity style and presentation as SAGE deems advisable for production and publication in the Journal. The Corresponding Author shall proofread proofs of the Contribution and indicate any proposed corrections or other changes and timely return them to SAGE as directed, time being of the essence. SAGE may charge to Contributor the cost of making *extensive* text changes in proofs requested by the Corresponding Author at a rate of \$2.00 per line. If corrected proofs are not timely returned, SAGE may proceed with the publication of the Contribution as it deems appropriate.

7. Credit; Use of Name and Likeness. Each Contributor will receive credit as an author of the Contribution when it is published in the Journal; the form and placement of the credit will be determined by SAGE. The Corresponding Author is responsible for providing the name and contact information of each Contributor to SAGE in order to ensure accurate credit. Each Contributor grants SAGE the right to use his/her name, likeness, biographical information, and professional credits on copies of the Contribution and the Journal and in connection with the exercise of any other of SAGE's rights granted hereunder and in advertising, marketing, and promotion in connection therewith, and to grant such rights to any licensees or assigns of SAGE's rights hereunder.

8. Contributor Copies. SAGE will provide to Contributor (or to the Corresponding Author on behalf of Contributor) one (1) print form copy of the issue of the Journal in which the Contribution is first published. Additional reprints of the Contribution may be purchased from SAGE at its regularly scheduled prices.

9. Financial Disclosure. Contributor certifies that any affiliations with or involvement (either competitive or amiable) in any organization or entity with a direct financial interest in the subject matter or materials discussed in the manuscript (e.g., employment, consultancies, stock ownership, honoraria, expert testimony, etc.) are noted below. All financial research or project support will be identified in an acknowledgment in the manuscript.

10. Warranties; Indemnification. The Corresponding Author represents that he/she has received written permission from each Contributor to sign this Agreement, and to make the representations and warranties and transfer the rights transferred herein on each Contributor's behalf. Corresponding Author warrants and represents that (a) all Contributors have the full power and authority to enter into and execute this Agreement and to convey the rights granted herein, and that such rights are not now subject to prior assignment, transfer or other encumbrance; (b) the Contribution is the original work of the Contributor(s) (except for copyrighted material owned by

others for which written permission has been obtained), has not been previously published in any form, and has been submitted only to the Journal; (c) the Contribution does not infringe the copyright or violate any proprietary rights, rights of privacy or publicity, or any other rights of any third party, and does not contain any material that is libelous or otherwise contrary to law; (d) all statements in the Contribution asserted as fact are either true or based upon generally accepted professional research practices, and no formula or procedure contained therein would cause injury if used in accordance with the instructions and/or warnings included in the Contribution; and (e) any studies on which the Contribution is directly based were satisfactorily conducted in compliance with the governing Institutional Review Board (IRB) standards or exempt from IRB requirements. In the event that any of the aforementioned warranties or representations is breached, Corresponding Author shall indemnify and hold harmless the Editor and SAGE, its affiliates, assigns and licensees, against any losses, liabilities, damages, costs and expenses (including legal costs and expenses) arising from or resulting out of any claim or demand of any kind relating to such breach.

11. Termination. This Agreement must be signed by the Corresponding Author (if the Contribution is a work made for hire for Employer, than such Employer must also sign) and delivered to SAGE as a condition of publication of the Contribution in the Journal. SAGE makes no guarantee that the Contribution will be published in the Journal. If, for any reason, the Contribution is not published in the Journal, then all rights in the Contribution transferred and assigned to SAGE hereunder shall revert to Contributor and this Agreement shall be of no further force and effect, and neither SAGE nor Contributor will have any obligation to the other with respect to the Contribution.

12. Governing Law. The validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of California without regard to the conflicts of laws principles thereof that would give rise to the application of the domestic substantive law of any other jurisdiction.

13. Dispute Resolution. In the event a dispute arises out of or relating to this Agreement, the parties agree to first make a good faith effort to resolve such dispute themselves. Upon failing, the parties shall engage in non-binding mediation with a mediator to be mutually agreed upon by the parties. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, which the parties can not settle themselves or through mediation shall be settled by arbitration in Los Angeles, California and administered by the American Arbitration Association in accordance with its then-existing Commercial Arbitration Rules. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Each party consents to, and waives any right to object to, jurisdiction with respect to the resolution of disputes hereunder in Los Angeles, California. In any legal action or other proceedings (including arbitration proceedings) between the parties, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs and expenses incurred in such action or proceeding, including without limitation reasonable attorneys' fees and costs.

14. Counterparts; Facsimile. This Agreement may be executed in counterparts, each of which shall be deemed the original, all of which together shall constitute one and the same instrument. A faxed copy shall be accepted in lieu of an original hard-copy.

15. Modification; Entire Agreement; Severability. No amendment or modification of any provision of this Agreement shall be valid or binding unless made in writing and signed by all parties hereto. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior and contemporaneous agreements, understandings, and representations relating thereto. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

CORRESPONDING AUTHOR:

Signature
Print Name: _____
Date: _____

SAGE PUBLICATIONS, INC.



Alison Mudditt
Executive Vice President
Higher Education Group

If work made for hire for Employer:

EMPLOYER: _____
Print Name of Company or Institution

By: _____
Authorized Signature

Print Name: _____

Title: _____ Date: _____

Address: _____

Telephone: _____ E-mail: _____

If U.S. Government work:

U.S. Government Agency: _____