

Bio-protocol License to Publish

The following License must be signed and returned to Bio-protocol before the Article can proceed to publication in the *Bio-protocol* journal. If the copyright in the contribution is owned by an entity other than the author (such as the author's employer), the copyright owner or its authorized representative must co-sign this form.

This License to Publish ("**License**") is entered into as of _____, 20__ (the "**Effective Date**") by and between Bio-protocol LLC ("**Bio-protocol**") and the person(s) identified as an author below (individually and collectively, "**Author**"). This License applies to the Author's article currently titled

(the "**Article**"), which the Author is submitting for publication in Bio-protocol's website (www.bio-protocol.org).

- 1. License Grant.** Subject to the terms of this License, Author hereby grants to Bio-protocol the sole, exclusive, irrevocable, worldwide, and royalty-free right to publish, reproduce, distribute, transmit, publicly display, store, translate, create derivative works from, and otherwise use or exploit the Article in any form, manner, format, or medium, whether known or hereafter developed, in any language, for the entire duration of any such right and any renewal or extension thereof, and to permit and sublicense others through multiple tiers to do any or all of the foregoing.

With respect to associated supplemental materials, data, images, code, software, audio, and/or video files that Author has submitted for publication with the Article, Author hereby grants to Bio-protocol the non-exclusive right to publish, reproduce, distribute, transmit, display, store, translate, create derivative works from, and otherwise use these supplemental materials in any form, manner, format, or medium, whether known or hereafter developed, in any language, for the entire duration of any such right and any renewal or extension thereof, and to permit and sublicense others through multiple tiers to do any or all of the foregoing as well.

- 2. Ownership.** Author reserves ownership of the Article and all of Author's other proprietary rights with respect to the Article, including the copyright and any patent rights Author may have in any inventions described in the Article, subject to the rights granted to Bio-protocol in Section 1. Bio-protocol shall be the holder of title for the purpose of copyright registration.
- 3. User Access and Right.** Bio-protocol shall publish the Article under the Creative Commons License selected by Author. Author should choose the one that complies with their funding agency requirements. [Please note that most protocol articles contain commercial products such as lab reagents and equipment; the CC BY-NC license gives the Author some control over how the Article might be published or re-used and could help prevent the contents from being misused commercially.]

Please choose which version of the license will be used in connection with the Article, by checking the appropriate box below.

Creative Commons Attribution 4.0 International Public License (CC BY). This license permits users to distribute and use the Article, in any format, for any purpose including commercial purpose, and to alter and extract data from the Article. Users must explain any modifications or changes made from the Article. The resultant work must be used under the same terms with a link to the CC BY 4.0 International License.

The full legal code of the license is available at <http://creativecommons.org/licenses/by/4.0/legalcode>

Creative Commons Attribution-NonCommercial 4.0 License International Public License (CC BY-NC): This license permits users to distribute and use the Article, in any format, but only for non-commercial purposes. Commercial reuse requires permission as described in the section "Permissions" at <https://bio-protocol.org/en/authors?type=licenses>. Users must explain any modifications or changes made from the Article. The resultant work must be used under the same terms with a link to the CC BY-NC 4.0 International Public License.

The full legal code of the license is available at <http://creativecommons.org/licenses/by-nc/4.0/legalcode>.

4. Author Rights.

a. If Author chooses to publish the Article under the CC BY license: After publication of the Article by Bio-protocol, Author may make all uses of the Article permitted by the CC BY license, subject to all conditions of that license.

b. If Author chooses to publish the Article under the CC BY-NC license: After publication of the Article by Bio-protocol, Author may make all uses of the Article permitted by the CC BY-NC license, and the following commercial uses as well:

i. Re-use the Article or a portion of the Article as part of a larger work created by the Author under the following conditions:

-- the original author(s) and source in Bio-protocol must be credited appropriately in the future publications.

-- the author of the future publications must be the same author of the Article published Hereunder.

-- republication of the Article or any substantially similar version of the Article in another journal is not permitted.

ii. Use and permit others to use the supplemental materials for any purpose provided that the original author(s) and source are credited.

5. **Enforcement.** Author will promptly notify Bio-protocol if Author becomes aware of any known or suspected infringement of the copyright in the Article. Author also authorizes Bio-protocol, but Bio-protocol undertakes no obligation, to, at its own expense, enforce the rights granted under this License on behalf of the Author against any third-party infringer. If Bio-protocol asserts or files any claim, suit, or action (a "**Claim**") against any such third-party infringer, Author will cooperate with Bio-protocol, at Bio-protocol's request, in the prosecution and settlement of such Claim, including joining as a party to such suit or action where reasonably required.

6. **Warranties.** Author represents and warrants that:

a. Author has all rights and licenses necessary to grant to Bio-protocol the rights in the Article specified in Section 1 above.

b. Bio-protocol's use of the Article in compliance with the license granted in Section 1 will not infringe, misappropriate, or violate any third party's copyright, proprietary, or personal rights, or any applicable law or regulation.

c. Author's agreement to the terms and conditions of this License will not violate or conflict with any obligations owed by Author to a third party.

d. Author has made all reasonable efforts to ensure the accuracy of any factual information contained in the Article; and

e. the Article is original.

IMPORTANT: If the Article contains any material that is owned or controlled by a third party, Author must obtain permission for its use and submit written evidence of that permission to Bio-protocol, and Author must acknowledge the source and copyright holder of that material within the text of the Article.

7. **Indemnification.** Author will indemnify and hold harmless Bio-protocol and its affiliates, employees, directors, officers, agents, customers, and sublicensees against any and all claims, liabilities, damages, costs, and expenses directly or indirectly arising from or relating to any breach of or inaccuracy in any of representations or warranties made by Author under this License.

8. **General.** This License is governed by and construed in accordance with the laws of the State of California, United States of America (USA), excluding that body of law known as conflict of laws. Any legal action or proceeding arising under this License will be brought exclusively in the federal or state courts located in the Northern District of California (USA) and the parties hereby irrevocably consent to the personal jurisdiction and venue therein. Bio-protocol may freely assign or transfer this License, in whole or in part, by operation of law or otherwise. This License will bind and inure to the benefit of each party's successors and permitted assigns. If, for any reason, a court of competent jurisdiction finds any provision of this License invalid or unenforceable, that provision of the License will be enforced to the maximum extent permissible, and the other provisions of this License will remain in full force and effect. The failure by either party to enforce any provision of this License will not constitute a waiver of future enforcement of that or any other provision. This License constitutes the complete and exclusive understanding and agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, relating to its subject matter. Any waiver, modification, or amendment of any provision of this License will be effective only if in writing and signed by duly authorized representatives of both parties. This License may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. In the event that Bio-protocol does not publish the Article in any medium, upon notification to the Author that Bio-protocol will not publish the Article, this License shall be null and void. Bio-protocol recognizes that an Article prepared under certain governmental grants or contracts may be subject to the government's prior non-exclusive rights to use the Article for non-commercial governmental purposes to the extent provided in the contract or grant or other regulations.

Please indicate which of the below apply to all or some of the authors (please check all that apply).

All or some of the authors are US Government employees and therefore the Article is public domain.

The work was performed by contractors of the US Government under contract number: _____, and therefore Bio-protocol recognizes the U.S. Government's non-exclusive rights to use the Work for non-commercial governmental purposes where such rights are in the contract.

All or some of the authors are UK, Canadian, or Australian Government employees and therefore the rights licensed to Bio-protocol herein are licensed on a non-exclusive basis and copyright in those contributions shall be reserved to the Crown.

My employer is the owner of the copyright in the Article Organization (please use the full name of the organization as it should appear in the copyright notice):

None of the above.

By signing this License, Author represents and warrants that Author has the authority and all necessary rights to execute this License. If the Article was prepared jointly by multiple authors, please identify all co-authors below. If any co-authors or other copyright holders of the Article are not personally signing this License (each, a **“Non-Signing Author”**), the person designated below as the Corresponding Author represents and warrants that they (1) have informed all the Non-Signing Authors of the terms of this License, (2) have the authority to act as the agent for the Non-Signing Authors in relation to this License, and (3) are signing this License on behalf of all the Non-Signing Authors and also on their own behalf. The signatory must inform Bio-protocol of any changes in authorship.

Corresponding Author

Name: _____ Signature: _____ Date: _____

Corresponding Author signing on behalf of all Non-Signing Authors.

Author

Name: _____ Signature: _____ Date: _____
(optional if the box for Corresponding Author is checked)

Author

Name: _____ Signature: _____ Date: _____
(optional if the box for Corresponding Author is checked)

Author

Name: _____ Signature: _____ Date: _____
(optional if the box for Corresponding Author is checked)

Author

Name: _____ Signature: _____ Date: _____
(optional if the box for Corresponding Author is checked)

Author

Name: _____ Signature: _____ Date: _____
(optional if the box for Corresponding Author is checked)

Author

Name: _____ Signature: _____ Date: _____
(optional if the box for Corresponding Author is checked)