Author Release and Publishing Agreement

This is an agreement between the United States Air Force Negotiation Center (termed “Air Force” hereafter) and _______________________________________ (termed the “Author” hereafter) to publish the________________ (termed the “Work” hereafter) titled__________________________________ _______________________________________. The Author agrees to abide by the terms and conditions set forth below. The agreement is effective as of ________________.

1. Engagement and Relationships: The Air Force agrees to publish and distribute, and the Author licenses the Air Force to publish and distribute, the Work under the terms and conditions set forth in this agreement.

2. Compensation: The Author will receive no monetary compensation from the Air Force unless the Work is completed through a formal contracting process (e.g., through 42d ABW at Maxwell AFB, AL), which does not apply to this agreement.

3. License: In exchange for publication and distribution of the Work at no cost to the Author, the Author grants the Air Force a permanent, nonexclusive, royalty-free license to publish and distribute the Work, in whole or in part, in whatever quantities and at whatever times the Air Force determines necessary. In addition, the Government Printing Office may elect to stock and sell the Work to those persons or institutions determined to be outside of the education scope of the Air Force.

4. Retention of Copyright: Nothing in this agreement shall be interpreted to transfer the Author’s ownership or copyright of the Work to the Air Force. The Author shall retain all rights to the Work not transferred to the Air Force under this agreement. The Air Force agrees to include language in any volume or other media containing the Work stating that the Author retains ownership of the Work and all rights granted under 17 U.S.C. §106, except those rights which have been granted to the Air Force under this agreement.

Federal employees who complete manuscripts (“the Work”) as part of their normal duties (i.e., on government time) cannot by law own the copyright to that Work. In these cases, no copyright exists. The Air Force, at its discretion, may license a commercial publisher to sell such a Work. No royalties for the Air Force will be received in such a case.

Authors who do own the copyright for their Work may engage a commercial publisher to sell this Work, but rights conferred to the commercial publisher must not restrict or interfere with prior rights licensed to the Air Force under this agreement. Any agreement between the author and another publisher should include terms specifically recognizing the nonexclusive royalty-free license hereby provided to the Air Force.

5. Format: The Air Force may, without limitation, publish the Work in print, electronic, audio, or other media formats and in any language.

6. Publication Costs: The Air Force will pay full costs for the publication of the Work, including the initial printing of the Work and reprints the Air Force, at its discretion, elects to produce.

7. Development of the Work: The Air Force will work interactively with the Author to ensure accuracy, timeliness, and quality of effort. The Air Force reserves the right to edit, or otherwise modify, the Work
as the Air Force deems appropriate to meet established publishing standards and Air Force security and policy review guidelines. As part of its normal preparation for publication the Air Force will typically (1) perform substantive and copy edits of the manuscript along with other quality control measures to conform to Air University Press standards and style; (2) design front and back covers; (3) create or further develop graphics to support the narrative content of the Work; (4) prepare the manuscript for printing in print copy and/or electronic formats; and (5) distribute the Work.

8. **Obligations**: The Author agrees to coordinate with the Air Force by responding promptly to inquiries or requests for materials within 10 working days of a request from the project editor or supervisor. In unusual circumstances, the project editor or supervisor may grant an extension of up to 30 working days. If the author is responsible for 90 working days of delay (cumulative), the Air Force may, at its discretion, terminate the agreement to publish the Work. Failure to be in compliance with Air Force security or policy guidelines will be cause for project termination and/or withdrawal from distribution.

9. **Author Affirmations**:

- □ The Work is accurate and based upon sound research or knowledge of the topic
- □ The Work is original, does not infringe upon copyright protections, and does not contain plagiarized text or graphics. [Note: Should the Air Force determine at any time during the publishing cycle, that the Work contains inappropriate material (e.g., plagiarism or other copyright violation), the Author agrees to remove said material or to obtain permission to include such material at no expense to the Air Force. Author will provide copies of relevant permission(s) to the Air Force.]
- □ Where more than one author is involved in a work, the individual(s) signing below as author(s) affirms that he or she has the authority to sign this agreement on behalf of any contributor not present to sign.
- □ The Author will provide a completed manuscript at original submission including relevant front and back matter.
- □ The Author will provide a foreword and/or preface if required for final publication.
- □ The Author will provide a comprehensive seed list of relevant terms, events and persons for an index if intended for final publication.

10. **Academic Freedom**: The Air Force advocates the right of the Author to exercise full freedom of expression while maintaining accuracy and respect for the proprietary rights of others. The Air Force encourages and defends the rights of the Author in accordance with Air University Instruction (AUI) 362308, Academic Freedom.

11. **Author’s Name and Likeness**: The Author agrees that the Air Force shall have the right to use the Author’s name, likeness, and biographical materials concerning him/her in the original Work, in revised or derivative editions, or in Air Force advertisements or promotional materials.
This document constitutes the Agreement between the parties and supersedes any predated agreement, oral or written. Addenda to this agreement must be codified in writing and signed by the Author and the designated Air Force representative.

_______________________    _______________________
Author’s Signature/Date     Editor in Chief, JMCT/Date

_______________________    _______________________
Author’s Signature/Date     Director, Air Force Negotiation Center/Date

_______________________
Author’s Signature/Date