AUTHOR AGREEMENT

The American Anthropological Association (Association) is pleased to consider your work entitled, __________________________________________, for publication in a forthcoming issue of American Ethnologist. So that you as Author and we as sponsoring Association of American Ethnologist may be protected from the consequences of unauthorized use of its contents, we consider it essential to secure the copyright to your article. To this end, we ask you to grant the American Anthropological Association all rights, including subsidiary rights, for your article. This includes granting us copyright and licensing rights to the article separate and apart from the whole journal issue, in any and all media, both now known or later developed, for the full period of copyright and all renewals.

Further we ask you to grant the American Anthropological Association nonexclusive rights to publish any “supporting materials” online. “Supporting materials” is information that supplements the printed version of the article, and appears online at the same time as its related article appears live. Examples include additional image, video, and audio files, as well as tables that may be too large to print. The article will be published on behalf of the Association by Wiley.

The Association will grant you the right to use your article without charge as indicated below in the section on "Author's Rights."

AUTHOR'S RIGHTS

The Author is hereby reserving the rights to use his or her article in the following ways, as long as Author acknowledges the published original in standard bibliographic citation form and does not sell it or give it away in a manner that would conflict directly with the business interests of the American Anthropological Association:

1) To use the article for educational or other scholarly purposes of Author's own institution or company;

2) To post the manuscript draft post peer-review on Author's personal or institutional or company website;

3) To post the manuscript draft post peer-review on a non-commercial, discipline-specific public server; and

4) To publish the article or permit it to be published by other publishers, as part of any book or anthology, of which he or she is the author or editor, subject only to his or her giving proper credit to the original publication by the American Anthropological Association, unless the anthology is drawn primarily from American Ethnologist.

ASSIGNMENT AND LICENSES TO THE ASSOCIATION

The Author grants and assigns exclusively to the Association for its use, any and all rights of whatsoever kind or nature now or hereafter protected by the Copyright Law of the United States of America and all foreign countries in all languages in and to the above named article, including all subsidiary and derivative rights, and electronic rights. This includes among other rights, the Association right to license the Author's article in educational photocopying, secondary publishing, and abstracting/indexing agreements. Some of these agreements also encompass document delivery, CD-ROM and electronic reproduction and distribution of journal articles. The Author grants the Association nonexclusive rights to publish any “supporting materials” online.

The Author agrees to refer to the Association any inquiries regarding permission to reprint or use in any manner the material and further agrees to promptly report to Wiley and the Association any unauthorized reproduction. The Author will be given the option to purchase offprints through Wiley.

WARRANTIES

The Author warrants the following:

1) that the Author has the full power and authority to make this agreement;
2) that the Author's work does not infringe any copyright, nor violate any proprietary rights, nor contain any libelous matter, nor invade the privacy of any person;

3) and that no right in the work has in any way been sold, mortgaged, or otherwise disposed of, and that the work is free from liens and claims.

The foregoing warranties apply only to the work submitted and revised by the Author and not to any revision made by the Association, or its assignees.

The Author guarantees the following:

1) if the article, or any artwork therein, has been previously published in whole or in part, permission has been obtained to reproduce such article/artwork in *American Ethnologist* and in any subsequent reuse or license of the article/artwork, by the Association, including electronic rights.

2) any releases or necessary permissions have been secured to allow nonexclusive online publication of any “supporting materials.”

The Author will submit a copy of the permission letter or releases, in addition to text for credit lines, as appropriate, with the article manuscript. The Author agrees to hold the Editor, Association, its licensees, and its distributees harmless from any claim, action, or proceeding alleging facts that constitute a breach of any warranty enumerated in this paragraph, and further agrees to indemnify the Association and others against all claims and expenses and attorney's fees that may be incurred in defense against each claim, action, or proceeding.

GOVERNING LAWS AND DISPUTES

This Agreement shall be governed by the laws of the United States and the Commonwealth of Virginia. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association in Arlington County, Virginia, or Washington, D.C. in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

IN CONCLUSION

This is the entire agreement between the Author and the Association and it may be modified only in writing. This agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, and assigns of both parties. It may be assigned as a whole (but not in part) by any of the parties with the advance written consent of the others. If your article is not accepted for publication or if we do not publish the Author's article within two years of the date of your signature, this Agreement will terminate and all rights under the Copyright Laws shall be relinquished by the Association and restored to you.