

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

The Gold Star Journal
Author Photo Story Assignment

This ASSIGNMENT is hereby made by:

AUTHOR/ARTIST: _____

(hereinafter referred to as “Author”)

to

PUBLISHER: *The Gold Star Journal*
The Citadel, The Military College of South Carolina
171 Moultrie Street
Charleston, South Carolina 29409
(hereinafter referred to as “The Citadel”)

Of

MANUSCRIPT: _____

And

ARTWORK: _____

(hereinafter the Manuscript and Artwork are referred to as “the Work”)

WHEREAS, Author is the owner of all rights in the work described herein; and

_____ (Author’s Initials)

WHEREAS, Author desires to submit the Work to The Citadel for publication, in-print and online, and other use of the work, subject to this Agreement;

NOW, THEREFORE, In consideration of the mutual covenants and conditions contained in this Agreement, Author agrees as follows:

1.0 The Work.

Author has written a photo story or photo stories and has submitted to The Citadel for consideration by the editor, editorial board, or advisor(s) of *The Gold Star Journal*, as appropriate. (hereafter the "Work").

2.0 Author's Grant.

Author grants, assigns, and transfers to The Citadel its successors and assigns, the entire right, title, and interest in and to the copyright in the Work and any registrations and copyright applications relating thereto.

3.0 Author's Warranty.

Author warrants that:

3.1 Author is a current student in good standing at The Citadel and has been accepted into a Citadel program;

3.2 Author will be a student in good standing in the spring semester, when this Work could potentially be published if accepted;

3.3 The Work is original and was completely created by the Author;

3.4 Author is vested with sole ownership and with the power to convey all rights that are granted and assigned in this Agreement, and that Author has full power to make this Agreement;

3.5 The copyright has not previously been assigned nor the Work published elsewhere;

3.6 The Work has not been and will not be submitted for publication while it is under consideration for publication in *The Gold Star Journal* at The Citadel;

3.7 The Work does not infringe any valid copyright or other proprietary right of any other person. The Work cites all consulted references, according to the academic discipline.

3.8 The Work does not infringe on the privacy of others; and

3.9 The Work contains no obscene, libelous, defamatory, or other unlawful material.

4.0 Editing.

The Citadel is authorized to edit the Work for style, usage, and felicity.

5.0 Protection of Work.

5.1 During the term of this Agreement, Author will not publish any abridged or other version of the Work, or any work of a similar character tending to interfere with the publication of the Work covered by this Agreement.

5.2 Following publication, all rights to the complete Work or abridged version revert to the Author. If the Author publishes the Work or an abridged version in the future, the Author must cite *The Gold Star Journal*.

6.0 Copyrights and Publication.

Subject to the termination and reversion of rights in Paragraph 7.0, below, Author hereby assigns all copyrights and all other legal and equitable rights, title, and interest in the Work and its revisions, to The Citadel. The Citadel, in its sole discretion, shall have the right to determine whether to publish the Work.

7.0 Termination; Reversion of Rights.

7.1 If The Citadel determines that publication of the Work is not desired it shall have the right to terminate this Assignment by sending written notification by email to the Author. In such event, all rights to the Work are transferred back to the Author.

7.2 The Author may terminate this Assignment up to the time when the Work is accepted for publication. To do so, the Author must send written notification by email to *The Gold Star Journal* at gsj@citadel.edu.

8.0 Indemnity

Author agrees to indemnify and hold harmless The Citadel for any claim, cost, or liability resulting from breach of this Agreement by the Author, including but not limited to any claim, suit, or proceeding based on the grounds that the Work (a) infringes on any valid copyright or other proprietary right of any other person or (b) infringes on the privacy of others, or (c) contains obscene, libelous, defamatory, or other unlawful material.

9.0 Entire Agreement; Modification.

This Agreement (and its attachments, if any) constitutes the entire understanding between the parties with respect to the subject matter hereof, supersedes any and all prior understandings and agreements, oral and written, relating hereto, and may be amended at any time only in a writing signed by both parties.

10.0 Assignment.

This Agreement may be assigned by The Citadel, but may not be assigned by Author without the express written consent of Institution, in advance; the assignee thereof shall have all the rights and remedies of the original parties insofar as the same are assignable.

11.0 Governing Law; Forum.

This Agreement shall be governed by and construed under the laws of the State of South Carolina, which shall be the forum for any lawsuits arising from or incident to this Agreement.

IN WITNESS WHEREOF, Author has executed this Assignment on this _____ day of _____, _____, as set forth below.

AUTHOR:

GOLD STAR JOURNAL REPRESENTATIVE:

Signature: _____

Printed Name: _____

Date: _____