

The University of Phoenix, Inc.

[Phoenix Scholar] Faculty Journal Submission Agreement

This Faculty Journal Submission Agreement (the "Agreement") is made and entered into this ____ day of _____, year _____, by and between the University of Phoenix, Inc., located at 4035 S. Riverpoint Parkway, Phoenix, Arizona 85040 ("University"), and [Author's Full Name], residing at [Author's Address] ("Author"). If there are one or more **Co-Author's**, their names and addresses should be listed here:

Name _____ Address _____

Name _____ Address _____

Name _____ Address _____

Name _____ Address _____

Name _____ Address _____

1. OWNERSHIP AND LICENSE GRANT

1.1 **Ownership.** The Author retains ownership of his or her scholarly journal submission (the "Submission").

1.2 **License Grant.** The Author hereby grants the University, including any assignee or successor in interest, a non-exclusive, royalty-free, fully paid-up, irrevocable, perpetual, fully sublicensable and transferable license to use the Submission in the course of University business.

1.3 **Right to Publish.** The Author grants the University, including any assignee or successor in interest, the first right to publish the Submission in any applicable journal, including open access journals that license published submissions under a Creative Commons or similar license type for a period of six (6) months (the "Exclusivity Period") from the date of the Author's Submission to the University.

1.4 **Permission to Use Name, Bio, etc.** the right to use the individual author's name, likeness, photograph and biographical material in connection with the advertising, publicity or promotion of you're the Submission and/or the publication of the Submission.

2. AUTHOR REPRESENTATIONS AND WARRANTIES.

2.1 **Rights and Permissions.** The Author represents and warrants: (i) they have all rights and permissions to all content and intellectual property (including, but not limited to, the substance of all text, numbers, graphs, charts, etc.) contained in the Submission and to grant the license rights set forth herein; ii) has not plagiarized any content contained in the submission; and iii.) represents and warrants that the work is a product of the Author's human creative effort and is not the product of Artificial Intelligence generation programs.

2.2 **No Prior Publication.** The Author represents and warrants that the Submission has not been submitted to any other publisher prior to submitting it to the University and will not submit the Submission to any other publisher until the first to occur of: a.) the University provides notice that it intends (or declines) to exercise its right to first publication or; b.) the expiration of the Exclusivity Period.

2.3 **Co-author Permissions.** The Author represents and warrants that they: a.) have permission to disclose to the University the name and contact information of any Co-Authors involved in the Submission;

and b.) have fully disclosed all such co-authors to the University. For clarity, any Co-Author executing this Agreement agrees to the rights and obligations of this Agreement to the same extent as if they were the Author. Any personal information submitted to the University relating to this Agreement shall be used for the purposes set forth in this Agreement.

3. INDEMNIFICATION

3.1 **Indemnification.** The Author (and CoAuthor(s) as applicable) agree(s) to indemnify and hold harmless the University and its affiliates, and its/their officers, employees, and agents from and against any and all claims, demands, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with any breach of Author's (CoAuthor(s)) obligations under this Agreement.

4. GENERAL PROVISIONS

4.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state in Arizona without regard to its conflict of laws principles. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Superior Court of Maricopa County, in the State of Arizona or in the United States District Court for the District of Arizona. For the purposes of all legal actions and proceedings arising out of or relating to this Agreement, each party to this Agreement submits to the exclusive jurisdiction of: (a) any court of the County of Maricopa County, Arizona and its appellate courts; and (b) the United States District Court for the District of Arizona and its appellate courts.

4.2 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to such subject matter.

4.3 **Amendments.** No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

4.4 **Intellectual Property.** In the event of any conflict or inconsistency between the terms of this Agreement and the University's Intellectual Property (IP) Policy, the terms of the University's IP Policy shall take precedence and govern the parties' obligations and rights concerning intellectual property matters.

4.5 **Severability.** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.

4.6 **Assignment.** This Agreement may not be assigned, in whole or in part, by Author without the advance written consent of University. Author may not delegate any performance under this Agreement. Any attempt by Author to assign and/or delegate its performance under this Agreement, in whole or in part, in violation of this provision is void. University may assign this Agreement and any of its rights and/or obligations hereunder upon written notice to Author without the consent of Author.

4.7 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and/or transmitted by facsimile, electronic mail of a PDF or any other electronic means of an electronic signature (e.g., DocuSign or similar electronic signature technology). Said facsimile, PDF or other electronic signature shall be deemed an original and fully enforceable and admissible in any legal proceeding. Delivery of an executed counterpart signature page by facsimile, electronic mail of a PDF or any other electronic means of an electronic signature is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. This Agreement is effective upon delivery

of one executed counterpart from each party to the other party(ies). In proving this Agreement, a party must produce or account only for the executed counterpart of the party to be charged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

[Author's Full Name]

Author _____

[Co-Author's Full Name]

Author _____

[Co-Author's Full Name]

Author _____

[Co-Author's Full Name]

Author _____

[Co-Author's Full Name]

Author _____

[Co-Author's Full Name]

Author _____

University of Phoenix Representative

Dr. Hinrich Eylers Ph.D., P.E. Vice Provost



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