# JCO COPYRIGHT AGREEMENT

This Copyright Agreement ("*Agreement*") is dated as of _____, 200_____, and is between **JCO, Inc.,** and the undersigned author(s). JCO, Inc., desires to obtain rights in and to the following work for possible publication as more fully set forth in this Agreement.

The article entitled _____
is herewith submitted for publication in the *Journal of Clinical Orthodontics*. If and when the article is accepted for publication, I (we) as the author(s) hereby assign and transfer to JCO, Inc., all copyrights in the article throughout the world, in any language, and in any manner of expression or communication or format, whether print, electronic, microform, or other medium now known or later developed under existing copyright and proprietary laws, including all rights necessary or advisable to use the images and models accompanying the article, except for the following rights which the author(s) specifically retain(s):

1. The right to make further copies of all or part of the published article for my (our) use in classroom teaching only.
2. The right to reuse all or part of the article in a compilation of my (our) own works in a textbook of which I am (we are) the author(s).
3. The right to make copies of the article for internal distribution within the institution that employs me (us).

I (we) agree that copies of the article made under these circumstances will continue to carry the copyright notice which appeared in the original published work or as requested by JCO, Inc.

I (we) represent and warrant that I (we) have the right, power, legal capacity, and requisite authority to enter into and fully perform this Agreement; that I (we) own all rights in the article free and clear of all claims whatsoever; that the article is original and not in the public domain, has not been previously published, unless otherwise stated, and was created solely by me (us); that publication and/or use of the article by JCO, Inc., will not infringe upon or violate any copyright or other rights of anyone; that the article contains no unlawful or defamatory matter or harmful instructions or information that will subject JCO, Inc., to liability; and that the article contains no third-party matter which is not the subject of a written permission to use, release, and/or rights waiver in my (our) favor that can be transferred to JCO, Inc., and applies to the uses JCO, Inc., will make of the article, in whole or in part. I (we) agree to provide JCO, Inc., copies of all such permissions, releases, and waivers upon request by JCO, Inc.

I (we) agree to provide JCO, Inc., with written patient releases upon request (if applicable).

I (we) hereby grant JCO, Inc., the right to use and publish my (our) name(s), biography(ies), and likenesses in connection with the article.

I (we) agree to indemnify and hold harmless JCO, Inc., its directors, officers, employees, and agents from and against any and all losses, liabilities, damage, cost, expense (including reasonable attorney fees), judgments, or awards, that directly or indirectly arise from and/or are attributable to any breach of my (our) representation and/or warranties in this Agreement.

I (we) agree to sign any additional documents to make effective the provisions of the Agreement. I (we) have read and voluntarily enter into this Agreement and understand its meaning, and acknowledge the receipt of valuable consideration and that this Agreement expresses my (our) entire understanding of the transaction between me (us) and JCO, Inc., concerning the subject matter hereof. I (we) agree it is and will be binding upon me (us) and my (our) legal representatives, heirs, successors, and assigns. This Agreement shall be governed by the laws of the State of Colorado except for conflicts of laws principles.

**Disclosure**: I (we) do not have a significant financial or professional interest in any company, product, or service mentioned in the article, except as noted below:

_____
_____
_____
_____

Signature of corresponding author

(**Leave blank** if no interest to disclose.)

_____
Signature of corresponding author

_____
Address

_____
_____
_____
_____
_____

Signatures of co-authors (**all** authors must sign)

Mail or fax to JCO, Inc., 1828 Pearl Street, Boulder, CO 80302, USA. Fax: 303-443-9356. www.jco-online.com.