



Contribution and Copyright Assignment

This Agreement by and between North American Society of Pediatric and Adolescent Gynecology (“NASPAG”) and _____ (the “Contributor”) sets forth the terms under which the Contributor will contribute digital images to the NASPAG Gynecology Image Set and assign all intellectual property rights in the images to NASPAG.

1. Contribution of the Image

- A. The Contributor will contribute digital images for inclusion in the NASPAG Gynecology Image set in an electronic format acceptable to NASPAG.
- B. The Contributor will provide a signed NASPAG Image Set Video/Photograph Consent and Waiver for each digital image provided.

2. Copyright

- A. The Contributor transfers and assigns to NASPAG all rights, title, and interests in the Digital images, including the rights to publish, reproduce, and distribute copies, in print, electronic, or other media, whether or not in use at the time of execution of this Agreement, and claim copyright in said work throughout the world for the full duration of the copyright and any renewals or extensions thereof, and to license such rights to others.
- B. The Author agrees that NASPAG shall be the sole owner of the Digital images and the NASPAG Gynecology Image Set and of all rights therein throughout the world including, without limitation, the copyright and all rights under copyright therein, including the copyrights and all rights under copyright in any electronic, digital, or optically read form of the NASPAG Gynecology Image Set, including computer software, CD-I and CD-ROM disc, and other forms of information storage and retrieval including but not limited to interactive or multimedia electronic rights whether in existence or developed in the future.
- C. The Author specifically waives any and all “artist’s rights” or “moral rights” that he/she may have pursuant to any state or federal statutes regarding the NASPAG Gynecology Image Set.
- D. NASPAG hereby grants a non-exclusive, non-transferable and non-sublicensable royalty-free limited license to the Contributor to use the Contributor’s original slides submitted to NASPAG under this agreement for noncommercial educational purposes only (such as continuing medical education presentations); provided, however, that: (1) any such educational use does not violate the scope of the consent given by each patient, (2) the Contributor does not use the slides prior to NASPAG’s initial publication of its Gynecology Image Set, and (3) Contributor include a copyright warning with any educational use of the slides that should read as follows: “Copyright 2013 by the North American Society of Pediatric and Adolescent Gynecology (NASPAG). All rights reserved. These slides may not be further reproduced or distributed without NASPAG’s prior written consent.”



3. Warranty, Indemnification, and Hold Harmless

- A. The Contributor warrants the digital image is original and will not violate any statutory or other copyright or any other right of third parties (including right of privacy), or be libelous or obscene or in any way illegal.
- B. The Contributor shall indemnify and hold harmless NASPAG and its licensees from any claim, suit, damage, loss, or expense (including attorneys' fees) arising out of any breach or any allegation which if true would constitute a breach of any of the foregoing representations and warranties. The obligations provided in this Section 3 shall survive the expiration or cancellation of this Agreement.

4. General Conditions

- A. Independent Contractor: In performing under the terms of this Agreement, the Author shall act as an independent contractor and not as an agent or employee of NASPAG. Nothing herein shall be deemed to make the parties partners or joint venturers.
- B. Term of Agreement, Termination: Except as otherwise provided, this Agreement is effective from the date it is signed by both parties and will remain in force indefinitely.
- C. Survival: Sections 2 and 3 shall survive the expiration or termination of this Agreement and shall remain enforceable between the parties.
- D. This Agreement may only be amended in a writing signed by both parties.

The Contributor

_____	_____
Signature	Date
_____	_____
Printed Name	Title

The North American Society of Pediatric and Adolescent Gynecology

_____	_____
Signature	Date
_____	_____
Printed Name	Title