

JPS PHOTOGRAPHIC ARCHIVES REGISTRATION AGREEMENT

I _____ (name of person registering images), hereby referred to as the "registrant", hereinafter agrees to register and upload the following or attached list of photographs, maps, CAT scans, or any other electronic image, hereinafter referred to as "specimen images", digital images" or "images(s)"; (use brief descriptions or common names)

with the Journal of Paleontological Sciences (JPS) and the Association of Applied Paleontological Sciences (AAPS) for the purposes of distributing those images on our websites, printed journals or other written or electronic means, at the AAPS sole discretion, to any and all interested parties. The registrant understands that this is a permanent record and may only be removed from the database under special circumstances as determined by the JPS Journal Publications Committee (JPC). Registrant understands and agrees that this agreement shall be binding upon the heirs, successors and assigns of the parties.

The registrant swears and attests that they are the digital image's current owner and that no other person, entity, corporation, business, organization or other such group or individual may lay claim to the copyright of the above digital images. The registrant warrants and guarantees that the above mentioned images have not been nor are not expected to be, in any legal dispute of title, copyright, use or ownership. Should the specimen(s) enter into such dispute at a later date, the registrant agrees to notify the AAPS and the JPS within 24 hours. Should a third party attempt to claim copyright infringement upon the AAPS, the JPS, or their members, boards, families or assigns, due to any submitted image uploaded by the registrant, the registrant agrees to hold the AAPS, JPS, their members, boards, families, and assigns harmless and pay all legal fees and claims associated with that action. The registrant certifies that to the best of their knowledge the images were recorded through ethical means and in accordance with the AAPS code of ethics and with full consent of the specimen's title holder.

The registrant understands that once the digital image is submitted and accepted into the JPS online database, that copyright to the image is immediately transferred to the JPS and that the image may be used by the AAPS or JPS at their sole discretion. The registrant understands that the image may be used for research or non-commercial purposes and downloaded free of charge by any one who observes it on the website or photocopied from the written journal. The registrant understands and agrees that commercial use of the image may be allowed under certain circumstances at the AAPS and the JPS sole discretion. This commercial use shall be limited to the sale of a limited one time use license for things such as books, magazines, museum exhibits, websites or valid educationally orientated commercial uses. The registrant understands and agrees that no monetary or other compensation will be given to the registrant in this event or through any use of the image by the AAPS or JPS at their sole discretion. The registrant may continue to use the image in whatever manner they wish including commercial (except the sale of the copyright), without consent of the AAPS or the JPS.

The registrant understands that all digital images will be given a JPS accession number and that any use, commercial or non-profit by registrant or any individual, group, entity, company or organization following the date of this agreement will require a proper reference to the given accession number, photographer, title holder (if different) and the JPS.

The registrant understands that submitting a digital image to the JPS does not cause or imply that the JPS and the registrant have entered into a partnership, joint venture or employment.

The registrant attests that all of the registered information (completed online) is true and accurate to the best of their knowledge. The registrant understands that any individuals may access the above images for research purposes and that unless stipulated in the publication restrictions section (completed online), may publish information about the fossil or the images without additional consent.

The registrant understands and agrees that should the JPS discover that the registered image in question is fraudulent or has been registered with knowingly fraudulent or faulty data or that the image was taken and registered without the consent of the specimens title holder that the JPS may decide to remove the image from its database and the AAPS may ban the registrant from future registrations, AAPS membership or other penalties within their power at the AAPS boards sole discretion.

Should any unforeseen issues arise from any use or misuse of the information contained through this submission agreement the registrant agrees to hold harmless and indemnify the AAPS, the JPS, their members, boards, families and assigns from any fault or damages. Any dispute arising hereunder shall be settled by arbitration held in South Dakota in accordance with the rules of the American Arbitration Association and strictly in accordance with the terms of this agreement and the laws of such state, and judgment on the award rendered may be entered in any court having proper jurisdiction thereof.

By signing below the registrant agrees to, attests, confirms and understands all of the above statements, terms and conditions of this legally binding agreement.

Name of Registrant: _____ **Date of Signature:** _____

Signature of Registrant: _____ **Phone number:** _____

Affiliation or connection to the fossil in the images:
