

JPS “Permission to Post Images” Agreement

The purpose of this form is to protect fossil title holders from publication theft or intellectual property damage. A photographer or registrant, submitting images (photographs, maps, CT-Scans, X-rays, etc) of a privately held fossil, a privately owned dig site where fossils are or were excavated, or people engaged in paleontological pursuits must have this form filled in by the original fossil’s title holder, dig sites title holder or key people in the image, IF... 1) they are NOT the original fossil’s title holder 2) They are not the original photographer of the image 3) if the fossil specimen(s) has never been published on in the past 4) The title holder, during registration in the past, placed restrictions on the topics open for publication. 5) prior verbal permission to post on our site was not obtained from the principle people shown in the photograph by the photographer. If there is any doubt whether this form is necessary, the researcher or submitter of the manuscript should contact the JPS via e-mail during the submission process.

I, _____ (print original title holder’s name), herein referred to as the “title holder” to the following privately held fossil, fossils or dig sites; _____

shown in images photographed by: _____ (please print photographers name), herein referred to as the “photographer”, agree to allow; _____ (please print name of registrant if different than the photographer), herein (or also) known as the “registrant”, to post those said images onto the Journal of Paleontological Sciences (JPS) photographic archives. I understand 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).

The title holder understands that once the digital image(s) 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 title holder 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 title holder 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 title holder understands and agrees that no monetary or other compensation will be given to the title holder in this event or through any use of the image by the AAPS or JPS at their sole discretion.

Title holder understands that the image may be used for research purposes so long as the reference number of the photograph, the name of the photographer/registrant, and the name of the title holder are properly referenced in any published work.

Should any unforeseen issues arise from any use or misuse of the information contained in the registered images, the title holder 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 title holder agrees to, attests, confirms and understands all of the above statements, terms and conditions of this legally binding agreement.

Name of Title Holder: _____ **Phone number:** _____

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