

The following transfer agreement must be signed and returned to the Medical Physics journal at the address above; Phone: (301) 209-3352; Fax: (301) 209-0862; E-mail: journal@aapm.org.

Article Title: _____

Names of All Authors: _____

**MEDICAL PHYSICS
TRANSFER OF COPYRIGHT AGREEMENT**

Copyright to the above-listed unpublished and original article and subsequent, if necessary, errata, and the abstract forming part thereof, submitted by the above author(s) (collectively, the "Article"), is hereby transferred to the American Association of Physicists in Medicine (AAPM) for the full term thereof throughout the world, subject to the Author Rights (as hereinafter defined) and to acceptance of the Article for publication in a journal of AAPM. This transfer of copyright includes all material to be published as part of the Article (in any medium), including but not limited to tables, figures, graphs, movies, and other multimedia files. AAPM shall have the right to register copyright to the Article in its name as claimant, whether separately or as part of the journal issue or other medium in which the Article is included.

The author(s), and in the case of a Work Made For Hire, as defined in the U.S. Copyright Act, 17 U.S.C. § 101, the employer named below, shall have the following rights (the "Author Rights"):

- (1) All proprietary rights other than copyright, such as patent rights.
- (2) The nonexclusive right, after publication by AAPM, to give permission to third parties to republish the Article or a translation thereof, or excerpts therefrom, without obtaining permission from AAPM, provided the AAPM-formatted version is not used for this purpose and provided the Article is not to be published in another journal. If the AAPM version is used, permission from AAPM must be obtained.
- (3) The right, after publication by AAPM, to use all or part of the Article without revision or modification, including the AAPM-formatted version, in compilations or other publications of the author(s)' and/or the employer's own works, including the author(s)' and/or the employer's web page, and to make copies of all or part of the Article for the author(s)' and/or the employer's use for educational purposes. This right is consistent with a green open-access paradigm.
- (4) The right, after a period of 12 months from the date of publication by AAPM, to post and update the Article on an electronic archive or central repository, as long as files prepared and/or formatted by AAPM or its vendors are not used for that purpose. Any such posting made or updated shall include the full bibliographic reference to the published article and, if possible, a link to the online abstract in the AAPM journal or to the entry page of the journal. This right is a further extension of a green open-access paradigm.
- (5) If the Article was prepared under a U.S. Government contract, the government shall have the rights under the copyright to the extent required by the contract.

All copies of the Article made under any of the Author Rights shall include notice of the AAPM copyright.

By signing this Agreement, the author(s), and in the case of a Work Made For Hire, the employer, jointly and severally represent and warrant that the Article is original with the author(s) and does not infringe any copyright or violate any other right of any third parties, and that the Article has not been published elsewhere, and is not being considered for publication elsewhere in any form, except as provided herein. If each author's signature does not appear below, the signing author(s) represent that they sign this Agreement as authorized agents for and on behalf of all the authors, and that this Agreement and authorization is made on behalf of all the authors. The signing author(s) (and, in the case of a Work Made For Hire, the signing employer) also represent and warrant that they have the full power to enter into this Agreement and to make the grants contained herein. The Author agrees to indemnify and hold harmless AAPM from any loss, cost, damage or expense that may arise as a result of any breach of the representations or warranties set forth above.

Author Signature(s) Date

Name(s) (print)

If the Article has been prepared as a Work Made For Hire, the transfer should be signed by **both** the employee (above) **and** the employer (below):

Employer

Authorized Signature(s) Name(s) (print) Title Date

U.S. AND CANADIAN GOVERNMENT EMPLOYEES

A work prepared by a U.S. or Canadian Government officer or employee* as part of his or her official duties is not eligible for U.S. copyright. If at least one of the authors is **not** in this category, that author should sign the transfer Agreement above. If all the authors are in this category, one of the authors should sign below, and indicate his or her affiliation.

Author Signature(s) Name(s) (print) Institution (e.g., Naval Research Laboratory, NIST) Date

* Employees of national laboratories, e.g., Brookhaven National Laboratory, are not U.S. Government employees.