

LICENSE AGREEMENT

[All co-authors must be named and sign this Agreement]

This Copyright License Agreement (Agreement) is made on _____, between undersigned Author(s) (collectively hereinafter referred to as “Author”) and Pittsburg State University (“University”), a public higher education institution, located at 1701 S. Broadway Street, Pittsburg, Kansas 66762, for the publication of Author’s work in its journal, *The Midwest Quarterly*.

Recitals

- A. Author is the sole and exclusive owner and copyright holder of certain written work (the “Work”) as described in Section I of this Agreement.
- B. Author wishes to publish the Work in *The Midwest Quarterly*, the official journal of the University.
- C. Author agrees to license the Work to the University for publication in *The Midwest Quarterly*.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

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Submission Type (check one): _____ Manuscript _____ Poetry

Title of Work:

Publisher and email: *The Midwest Quarterly*; midwestq@pittstate.edu

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Does not apply. (Please check if this paragraph does not apply to you, otherwise read below.)

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Description:

Copyright Owner(s):

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Author represents and warrants that: (a) Author is the sole owner and copyright holder of the Work; Author has not assigned, pledged, or otherwise encumbered the Work; and Author has the right, title, interest and authority to enter into this Agreement; (b) the Work is an original work, which has not been previously published in whole or in part in any format or media or by or through Artificial Intelligence; (c) the Work does not infringe or violate any copyright or any other proprietary or personal right of any third party; and (d) the Work contains no material that is libelous, in violation of any right of privacy or publicity, harmful, or illegal so as to subject University to liability to any third party or which is otherwise contrary to law.

VIII. Indemnification

Author shall indemnify, defend, and hold harmless the University and its respective officers, employees, members, agents, contractors, licensees, and transferees from and against any and all loss, damage, expense (including reasonable attorneys' fees and legal costs), recovery, or judgment arising from any breach or alleged breach of any of Author's warranties.

IX. Severability

If one or more of the provisions of this Agreement is declared invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

X. Equal Opportunity

University prohibits discrimination on the basis of race, color, religion, sex, national origin, age, marital or parental status, ancestry, genetic information, military or veteran status, or disabilities. The following person has been designated to address inquiries regarding the nondiscrimination policies: Director, 212 Russ Hall, 1701 S. Broadway, Pittsburg, KS 66762-7528, equity@pittstate.edu.

XI. Modification and Assignment

This Agreement may not be assigned, modified, waived, revised or amended except by a written instrument signed by both parties.

XII. Relationship of Parties

The Parties are independent contractors. Nothing in this Agreement shall be deemed to constitute, create, give effect to or otherwise recognize a partnership, joint venture or formal business entity of any kind; and the rights and obligations of the parties shall be limited to those expressly set forth in this Agreement.

XIII. Governing Law and Waiver of Jury Trial

This Agreement shall be governed by and construed exclusively in accordance with the laws of State of Kansas and the United States of America and any claim or cause of action arising under this Agreement shall be adjudicated exclusively in the courts located in State of Kansas. The Parties agree to waive rights to a jury trial.

XIV. No Waiver

No requirement of the Agreement shall be deemed waived or varied, nor shall either party's failure or delay to assert any default of the other party constitute a waiver of a party's rights under this Agreement, or a waiver of a party's right to assert any subsequent or continued breach by the other party of any covenant, term or condition contained in this Agreement.

XV. Electronic Signatures

This Agreement may be signed and transmitted in one or more counterparts including via facsimile or email, or by electronic signature in accordance with the laws of Kansas, all of which shall be considered one and the same agreement, binding on all parties hereto, notwithstanding that both parties are not signatories to the same counterpart. A signed facsimile or photocopy of this Agreement shall be binding on the parties to this Agreement.

[Signatures on Next Page]

XVI. Entire Agreement

This Agreement supersedes all prior agreements and constitutes the entire understanding between the parties to this Agreement. No modification or amendment of this Agreement will bind either party unless it shall be in writing and signed by persons authorized to bind both parties to the Agreement.

Wherefore, the License Agreement is effective on the date set forth above, and the Parties have executed this Agreement as set forth below.

Corresponding Author Authorization and Certification

By signing below, I represent and certify that I am the Corresponding Author for the Work; that each co-author listed below has authorized me to execute this Agreement on their behalf; and that I will provide evidence of that authorization to Pittsburg State University upon request.

☐ **I certify that I am authorized to sign this Agreement on behalf of all co-authors listed below.**

Author 1

By: _____

Name: _____

Address: _____

Email: _____

Author 2

By: _____

Name: _____

Address: _____

Email: _____

Author 3

By: _____

Name: _____

Address: _____

Email: _____

Author-4

By: _____

Name: _____

Address: _____

Email: _____

Author Bio

Provide a 100-word author biography for each author should this submission be accepted for publication

University Internal Process

Prior to University signatory, the below applicable editor has reviewed and approved the content.

The Midwest Quarterly

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Editor-in-Chief

Lori Martin
Poetry Editor

Pittsburg State University

By: _____
Susan C. Bon, J.D., Ph.D.
Provost & Executive Vice President
Date: _____

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