

ASSIGNMENT OF COPYRIGHT AGREEMENT

**THIS AGREEMENT** made this **DATE day of MONTH, YEAR** between HealthCom Media, Lantern Hill Business Park, 259 Veterans Lane, Doylestown, Pennsylvania (hereinafter referred to as "HealthCom") and \_\_\_\_\_ (hereinafter "Assignor") regarding a work entitled \_\_\_\_\_ (hereinafter "Work"), in sole consideration for HealthCom's agreement to publish the Work, HealthCom and Assignor, intending to be legally bound, hereby agree as follows,

1. **GRANT OF RIGHTS:** Subject to the terms and conditions herein set forth, the Assignor hereby grants and assigns exclusively to HealthCom the entire copyright and all rights protected thereunder in and to the Work, including Assignor's contribution to the Work and any revisions thereof, in all languages, including, but not limited to: (a) the worldwide right to reproduce, prepare derivatives, distribute, perform, and display the Work, or any part thereof, in any publication in any medium or form of communication now existing or hereafter developed (including, without limitation, electronic media); (b) the worldwide right to license or syndicate use of the Work, or any part thereof, in any medium or form of communication now existing or hereafter developed, including without limitation, electronic republication; (c) the worldwide right to cause the Work, or any parts thereof, to be supplemented, revised, translated, abridged, dramatized, serialized, or otherwise adapted. Moreover, Assignor hereby waives all moral rights in the Work.

In addition, Assignor grants to HealthCom the nonexclusive right to use the Work to promote and publicize HealthCom, its designated publisher of the Work (hereinafter "Publisher") or its publications, including the right to use the Assignor's name, likeness and biographical data in such promotions.

2. **COPYRIGHT:** HealthCom shall have the right to secure copyright for the Work, and any renewals or extensions thereof, in their names in the United States and elsewhere. The Assignor hereby irrevocably appoints HealthCom, its successors and assigns, Assignor's attorney in fact with power of substitution in the name of HealthCom to execute on Assignor's behalf any and all documents necessary to carry out the terms of this Agreement. The Assignor agrees to execute any document that HealthCom may deem necessary to protect the rights granted hereunder.

3. **WARRANTY:** The Assignor represents and warrants that to the best of his/her knowledge: (a) the Work is original with him/her and that he/she is a contributing author and owner

of the Work and that he/she has full power to make this Agreement; (b) the Work is not in public domain nor has any part of it been previously published; (c) no agreement to publish any or all of the Work is now outstanding; (d) the Work does not violate or infringe upon any copyright or other proprietary right; (e) the Work contains no matter which is libelous or otherwise unlawful, or which invades the rights of privacy of any person or party.

These representations and warranties shall survive the termination of this Agreement and shall extend to HealthCom and HealthCom's successors, agents, and assigns.

4. **PERMISSIONS:** If the Assignor incorporates in the Work any material which is subject to copyright protection, the Assignor agrees to immediately obtain written authorization to publish the Work and establish HealthCom authorship and ownership from the proprietor at the Assignor's own expense.

5. **RELEASE:** Assignor for himself/herself and for his/her heirs, executors, administrators, successors, and assigns does hereby release and forever discharge HealthCom and its predecessors, and each of their respective former and present members, managers, directors, officers, employees and agents from any and all claims, actions, causes of action, demands, rights, damages, debts, compensation, costs or other expenses of any nature whatsoever, including actual attorney fees, by reason of copying, publication, or republication by HealthCom or any of its assignees or licensees of any article or literary work heretofore provided to HealthCom.

6. **SUCCESSION AND ASSIGNMENT:** This Agreement is binding on and inures to the benefit of HealthCom its successors and assigns, and is binding on and inures to the benefit of the Assignor, the Assignor's heirs, legal representatives, executors, administrators and assigns.

**IN WITNESS WHEREOF** the parties hereto have signed this agreement the day and year first above written.

ASSIGNOR:

HEALTHCOM MEDIA:

By Gregory P. Osborne, Publisher

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## AUTHOR DISCLOSURE STATEMENT Financial Interests or Relationships

It is the policy of HealthCom Media that all authors of clinical articles published in *Women's Healthcare* disclose any financial interest or other relationship (e.g., grants, research support, and honoraria) that they have with the manufacturer(s) of any commercial product(s) discussed in the article. In keeping with this policy, we ask you to sign this disclosure statement.

**Please sign section A or B, whichever is applicable.**

- A. I, the undersigned, declare that I do not have a financial interest in or other relationship with the manufacturer(s) of any commercial product(s) named in my article. *If no commercial product is mentioned in the article, please sign your name here as well.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

- B. I, the undersigned, declare that I have a financial interest in or other relationship with the manufacturer(s) of any commercial product(s) named in my article.

**Company**

**Relationship**

_____	_____
_____	_____
_____	_____

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Off-label and/or Unlabeled Uses

It is also the policy of HealthCom Media that if off-label and/or unlabeled uses of any commercial product are presented, the author(s) of an article shall disclose that the product(s) is/are not labeled for such use or that the product(s) is/are investigational. My signature indicates my agreement to disclose off-label and/or unlabeled uses discussed in my article.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date