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This document is provided so that authors may review the AANA Journal Publication Agreement before submitting or while their manuscript is under editorial consideration. If the manuscript is accepted for publication, all listed authors will be required to sign the official agreement before their manuscript is published. Questions? Contact journal@aana.com.

PUBLICATION AGREEMENT

This Agreement is effective as of (the "Effective Date") between (the "AUTHOR") and the American Association of Nurse Anesthetists d/b/a American Association of Nurse Anesthesiology (the "PUBLISHER"), a not-for-profit corporation of the State of Illinois. PUBLISHER and AUTHOR may be referred to as a "Party" or collectively as the "Parties."

1. Grants and Warranties

1.1. Assignment of Copyright.

Upon the PUBLISHER's written acceptance of the work as provided in this Agreement tentatively titled **TITLE OF WORK/MANUSCRIPT** (the "WORK"), the AUTHOR hereby assigns to the PUBLISHER exclusively, worldwide, and in perpetuity, all right, title, and interest in and to the WORK, including all intellectual property rights therein, and in all revisions, translations, updates, subsequent editions, and derivative works thereof, together with the right to reproduce, publish, distribute, display, perform, and sublicense the WORK in any medium or form now known or hereafter developed. The assignment includes the right to use the AUTHOR's name, likeness, and biographical information in connection with the publication and promotion of the WORK. The AUTHOR waives, to the extent permitted by applicable law, any and all moral rights in the WORK. Nothing in this Agreement restricts the AUTHOR from creating new works on the same subject matter, provided such works do not reproduce the WORK in whole or substantial part. AUTHOR hereby agrees to execute any documents reasonably deemed necessary by PUBLISHER to perfect such assignment.

The AUTHOR agrees not to publish, print, commercialize, or sell the WORK in any form whatsoever or to authorize any third party to do so, except as expressly provided in this Agreement or with the prior written permission of the PUBLISHER, it being understood that all such rights belong to the PUBLISHER. It is agreed and understood that PUBLISHER may publish or reproduce the WORK on the Internet.

To the extent the WORK or any portion thereof qualifies as a "work made for hire" under 17 U.S.C. § 101, it shall be deemed a work made for hire with PUBLISHER as the author for all purposes. To the extent any portion does not so qualify, the assignment set forth in this Agreement shall fully apply. AUTHOR represents and warrants that the WORK is free and clear of all liens, encumbrances, security interests, licenses, and adverse claims; that AUTHOR has not previously assigned, transferred, licensed, or granted any rights in the WORK to any third party; and that AUTHOR has full right and authority to make the assignment set forth herein. AUTHOR further agrees not to challenge, contest, or take any action inconsistent with PUBLISHER's ownership of the copyright in the WORK.

If AUTHOR fails or is unable to execute any document reasonably necessary to perfect, evidence, register, or record the assignment of rights hereunder, AUTHOR hereby irrevocably appoints PUBLISHER as AUTHOR's attorney-in-fact, with full power of substitution, to execute such documents on AUTHOR's behalf, which power is coupled with an interest and shall survive AUTHOR's death or incapacity. PUBLISHER shall have the right, but not the obligation, to record this Agreement and the copyright assignment with the United States Copyright Office and any applicable foreign equivalent, and AUTHOR shall cooperate fully and at no cost to PUBLISHER with any such registration or recordation upon request.

1.2. Retained Rights.

The AUTHOR retains the right to use the WORK, or portions thereof, for the AUTHOR's own scholarly, educational, or non-commercial purposes, including use in teaching, presentations, and inclusion in institutional repositories, and to comply with applicable institutional or funder requirements, in each case with appropriate acknowledgment of the original publication and in accordance with the PUBLISHER's policies. The AUTHOR may deposit the accepted manuscript version (i.e., the final peer-reviewed manuscript before the PUBLISHER's copyediting and formatting) in the AUTHOR's institutional repository or as required by the AUTHOR's funding body, subject to an embargo period of twelve (12) months following the date of first publication. Such deposit must include a citation to and link to the PUBLISHER's official published version of the WORK. The AUTHOR may not deposit the final published version (Version of Record) in any repository other than the PUBLISHER's without prior written consent of the PUBLISHER.

1.3. Author's Representations and Warranties.

The AUTHOR represents and warrants to the PUBLISHER (except with respect to any material supplied by the PUBLISHER): (a) that the WORK is original, except for properly cited material and disclosed AI-assisted content; (b) that the AUTHOR has full power to enter into this Agreement; (c) that the WORK has not been published or is being considered for publication elsewhere in whole or in part; (d) that the WORK, including any portion of the WORK generated by AI tools, will not infringe upon any copyright or any other right whatsoever; (e) that it is innocent and contains no matter whatsoever that is libelous or otherwise unlawful; (f) that the AUTHOR may not contract, assign, or delegate any of the AUTHOR's services, duties or obligations under this Agreement to a third party without the prior written authorization of the PUBLISHER. If AUTHOR contracts, assigns, or delegates any of AUTHOR's services, duties or obligations to a third party, the AUTHOR shall warrant and ensure that any and all third party contributions to WORK meet the warranties set forth in this Section and shall be contractually agreed upon to be done as a "work for hire" for the PUBLISHER, or to the extent that any part of WORK may not qualify as a "work for hire," that the third party shall assign exclusively and in perpetuity all right, title, and interest in and to its contributions to WORK, including copyrights, to PUBLISHER and contractually agrees to execute any documents reasonably deemed necessary by PUBLISHER to perfect such assignment and/or register said copyrights.

The AUTHOR represents and warrants that he/she may provide, upon reasonable request and subject to applicable law, any data in his or her possession or control on which the WORK is based, or affecting the WORK or the conclusions contained therein, and to cooperate fully in obtaining and providing any other data on which the WORK is based for examination by the editors of PUBLISHER or their assignees.

The AUTHOR represents and warrants that the AUTHOR has disclosed in writing to PUBLISHER any use of artificial intelligence, machine learning, or automated content generation tools (collectively, "AI Tools") in the creation of the WORK. The AUTHOR shall identify the specific AI Tools used and describe the extent of such use. The AUTHOR acknowledges that the AUTHOR remains fully responsible for the accuracy, legality, and originality of the WORK, including any content generated or assisted by AI Tools.

The AUTHOR shall indemnify and hold the PUBLISHER harmless against any third-party suit, claim, damages, liabilities, costs, and expenses (including reasonable attorney fees) arising from a breach of any of the AUTHOR's warranties and representations in this Agreement. The PUBLISHER shall promptly notify the AUTHOR of any such claim. The AUTHOR shall have the right, at AUTHOR's expense, to defend any such claim, provided that PUBLISHER may participate in the defense with its own counsel at its own expense. The AUTHOR's total liability under this Section shall not exceed the greater of (i) the direct damages actually incurred by PUBLISHER or (ii) \$10,000. This provision shall survive the termination or expiration of this Agreement.

The PUBLISHER will identify the AUTHOR as the creator of the WORK in connection with its publication, consistent with the Journal's standard practices.

The AUTHOR represents and warrants that all persons who have made substantial contributions to the WORK but did not (a) participate sufficiently in the creation of the WORK to take public responsibility for the content; (b) make substantial contributions to the conception of the WORK and to one or more of the design, analysis, or interpretation of the data underlying the WORK; (c) make substantial contributions to drafting the WORK or revising it critically for important intellectual content; and (d) gave final approval of the version of the WORK are named in an acknowledgment section of the WORK. AUTHOR represents and warrants that all individuals named in the acknowledgment section have granted permission to be named therein because readers may infer their endorsement of data and conclusions. If an acknowledgment section is not included, then AUTHOR represents and warrants that no other persons have made substantial contributions to the WORK.

1.4. Enhancements of the WORK.

PUBLISHER and AUTHOR agree that PUBLISHER may, from time to time, issue corrections, updates, revisions, new editions, translations, modifications, erratum, corrigendum, retraction, or removal of all or part of the WORK, or utilize the WORK in derivative forms (collectively "Enhancement"), including audiovisual, electronic, audio, or Internet-based versions. The PUBLISHER may undertake such activities with or without the direct participation of the AUTHOR and may issue corrections, clarifications, or retractions in accordance with its publication ethics policies; provided, however, that PUBLISHER shall not make substantive changes to the WORK's content without the AUTHOR's prior consent except as necessary for corrections or retractions.

2. Editorial Conditions and Procedures

2.1. Delivery of the WORK.

Upon execution of this Agreement, the PUBLISHER shall be deemed to have received one (1) final copy of the WORK as submitted by the AUTHOR through the PUBLISHER's manuscript submission process. The WORK shall be satisfactory to the PUBLISHER in content, in double-spaced typewritten or digital equivalent in Word format, ready for copyediting, and including all illustrations and other graphic materials necessary to the WORK. Following acceptance, the AUTHOR shall cooperate with the PUBLISHER in connection with copyediting, proofreading, and production of the WORK, including responding to PUBLISHER inquiries and reviewing proofs within three (3) business days of each request, or such other period as the Parties may agree. If the AUTHOR fails to respond to the PUBLISHER's copyediting, proofreading, or production requests within the applicable period set forth in this Section, the PUBLISHER may, at its option, proceed with publication based on the most recent version of the WORK available to it, delay scheduled publication, or terminate this Agreement upon written notice to the AUTHOR.

The AUTHOR shall retain one complete copy of the WORK at all times prior to publication. The PUBLISHER shall use the same degree of care in protecting the manuscript and other material submitted to it as is its customary practice in protecting similar material in its possession, but in no event shall PUBLISHER be liable for damages, if any, resulting from the loss or destruction of such material or any part thereof.

2.2. Publication.

The PUBLISHER will publish the WORK at its own expense (unless otherwise specifically provided in this Agreement) within a reasonable period of time consistent with the PUBLISHER's normal editorial and production schedules. All details of publishing shall be determined by the PUBLISHER..

The PUBLISHER will market the WORK in accordance with its customary marketing procedures.

2.3. Editorial.

The PUBLISHER shall be entitled to make the manuscript conform to an appropriate style of capitalization, punctuation, spelling, and usage, and formatting for clarity of presentation, and to correct errors in grammar and spelling. The PUBLISHER shall not be free to make substantive changes in the manuscript without the prior written approval of the AUTHOR. AUTHOR agrees to make changes to the WORK as may be reasonably requested by PUBLISHER.

3. Consideration

AUTHOR understands and agrees that, in exchange for submission of the WORK, he or she shall receive good and valuable consideration, including AANA's review and editorial evaluation of the WORK. If the WORK is accepted for publication, AANA will edit and publish the WORK in accordance with its editorial standards and publication schedule.

4. Miscellaneous Provisions

4.1. Applicable Law.

Regardless of its place of execution, this Agreement, and its interpretation, validity, and effect, shall be governed by the laws and statutes of the State of Illinois. It is agreed that all disputes and matters whatsoever arising under or in connection with this Agreement shall be submitted to and settled by binding arbitration before the American Arbitration Association, Chicago, Illinois.

4.2. Assignment.

The AUTHOR acknowledges that the AUTHOR's services are unique and personal and may not assign any of the AUTHOR's rights and obligations without the prior written consent of the PUBLISHER. This Agreement will be binding upon and inure to the benefit of the Parties' respective heirs, successors, and assigns.

4.3. Termination.

Prior to publication of the WORK, if AUTHOR's manuscript is not acceptable to PUBLISHER, or if AUTHOR is not meeting the agreed upon schedule, or if it is not delivered on schedule, or if the PUBLISHER exercises its options to terminate as set forth in Section 2, or if the PUBLISHER determines publication may result in legal liability unacceptable to PUBLISHER in its reasonable judgment or a breach of any of AUTHOR's warranties or obligations contained herein, PUBLISHER may at any time thereafter terminate this Agreement upon notice to AUTHOR and at its option give written notice to AUTHOR at AUTHOR's last known address that PUBLISHER will not publish the WORK. Upon termination, all rights granted under this Agreement shall revert to AUTHOR.

AUTHOR agrees and understands that the PUBLISHER has an important interest in protecting its reputation and goodwill to the public. If credible concerns regarding research integrity, authorship, conflict of interest, or professional conduct are reported or discovered, and the PUBLISHER determines, in its sole discretion, that such concerns may adversely affect the PUBLISHER's reputation or the publication of the WORK, the PUBLISHER may terminate this Agreement immediately upon written notice to the AUTHOR.

If the PUBLISHER ceases publication of the Journal or fails to make the WORK available for first publication online or in print within twenty-four (24) months after written acceptance, the AUTHOR may provide written notice to the PUBLISHER requesting publication. If the WORK is not published within sixty (60) days after such notice, all rights granted under this Agreement shall revert to the AUTHOR.

4.4. No Waiver.

The waiver by any Party hereto of any breach of any provisions of this Agreement by any other party shall not be construed to be a waiver of the provision.

4.5. Notices.

All communications, notices, and exchanges of information contemplated herein or required or permitted to be given hereunder shall be in writing and shall be deemed given when one of the Parties sends it by traceable carrier or electronic mail to the other Party at the address set forth below:

American Association of Nurse Anesthesiology

Attention: AANA Journal Editor
10275 W. Higgins Road, Suite 500
Rosemont, IL 60018

Journal@aana.com

Author (Each author will be required to complete this section)

FULL NAME

ADDRESS

CITY, STATE/PROVINCE, ZIP/POSTAL CODE, COUNTRY

CONTACT EMAIL

4.6. Severability.

If any provision of this Agreement will be held to be unenforceable, such provision will be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

4.7. Construction of Contract.

The terms and conditions in this Agreement shall be deemed to be those chosen by both Parties, and no ambiguity of construction shall be applied against either Party in construing or enforcing this Agreement.

4.8. Compliance with Laws.

In performing the terms of this Agreement, the Parties shall comply fully with all laws, rules, and regulations relating to the subject matter herein and all amendments thereto.

4.9. Publisher's Right to Use AI

Upon acceptance of the WORK and transfer of copyright, the PUBLISHER may use AI Tools in connection with editing, formatting, indexing, translation, marketing, accessibility adaptation, metadata generation, or internal workflow processes related to the WORK, provided that such use does not alter the substantive meaning of the WORK without the AUTHOR's consent.

4.10. Compliance with Author Guidelines.

The AUTHOR agrees to comply with the PUBLISHER's Author Guidelines (the "Author Guidelines"), which are incorporated by reference into this Agreement and available on the PUBLISHER's website or upon request. The AUTHOR is responsible for reviewing and following the Author Guidelines applicable at the time of submission. The PUBLISHER may update the Author Guidelines from time to

time and will make reasonable efforts to make the current version available. Failure to comply with material requirements of the Author Guidelines may constitute grounds for rejection of the WORK, delay in publication, or termination of this Agreement by the PUBLISHER.

4.11. Entire Agreement.

This Agreement, together with the Author Guidelines incorporated herein by reference, contains the full understanding of the Parties, supersedes all previous oral or written representations or Agreements, and may not be changed, modified, or discharged orally. Any modification, change, or discharge of this Agreement must be in writing and signed by the AUTHOR and a duly authorized officer of the PUBLISHER.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

Signature fields are not displayed in this reference copy but will be located here.