

CONTRIBUTOR/CTA AGREEMENT

Dear Contributor: Thank you for agreeing to contribute to:		
(the "Journal").		
Please note that publication cannot proceed without a signed Contributor Agreement. If the Contribution is not accepted for publication or is subsequently rejected, this Agreement shall be null and void.		
AGREEMENT between USDA Agricultural Research Services ("ARS" or the "Contributor"), whose address is 1815 N University St, Peoria, IL 61604, United States (the "Contributor") and Wiley Periodicals, Inc., whose address is 111 River Street, Hoboken, NJ 07030, United States (the "Publisher")		
The Contributor has submitted a previously unpublished contribution in the English language (collectively the "Contribution") written by		
Author:		
on behalf of the Contributor, on the following subject:		
Title:		
for inclusion in the Journal to be published by the Publisher.		

The terms are as follows:

- The Contribution has been submitted and accepted. The Author has obtained written permission for any photographs, sketches, or other artwork included in the Work on such terms as the Publisher deems acceptable. The Publisher shall not be obligated to include in the Work any material if permission cannot be obtained on terms deemed acceptable to the Publisher. The Contributor gives the Publisher and the Editor permission to make any reasonable and non-substantive amendments to the Contribution which the Publisher and/or the Society may deem desirable in the interests of uniformity and style of the Work. The Publisher discourages the provision of printer-ready material by the Author on behalf of the Contributor. However, where applicable, the Author on behalf of the Contributor shall ensure that any fonts used in material delivered to the Publisher in printer-ready form or otherwise intended to be reproduced in the form delivered whether in print or digitally will be considered part of the Work and will be limited to approved fonts as outlined in the font guidelines provided by the Publisher. The Author on behalf of the Contributor will make reasonable efforts to deliver a list of all fonts (in PostScript Name format) included in any such materials delivered to the Publisher when submitting such material. All fonts found to be non-compliant will be fixed, at the cost of the Publisher, by a typesetting vendor of Publisher's choosing.
- 2. Publisher acknowledges that the Author will contribute to the Work as part of his official duties as a government employee therefore he is not permitted to personally receive payment for any service.
- 3. The Contribution is a "United States Government Work" as described in the U.S. Copyright Act and was written as part of the Author's official duties as a Government employee. As such, the Publisher acknowledges that the Contribution is not subject to copyright protection in the United States and the Contributor acknowledges that the Contribution is freely available to the Publisher for publication in the United States without restriction, in all languages and media of expression now

- known or later developed. In the interest of dissemination of the Contribution in foreign countries, the Contributor hereby grants permission to the Publisher to reproduce and disseminate the Contribution in all media outside of the United States. To the extent that the Contribution is registered for copyright abroad, it will bear the following notice: "Published [Year]. This article is a U.S. Government work and is in the public domain in the USA."
- To the best of their knowledge, the Author represents to the Publisher that (i) with respect to any material prepared by the Author for the Work, such material shall be original, except for such excerpts and illustrations from copyrighted works for which the Author has obtained written permission from the copyright owners on a form approved by the Publisher, and such material shall not contain libelous or unlawful statements or instructions that may cause harm or injury and shall not infringe upon or violate any copyright, trademark, trade secret or other right or the privacy of others; and (ii) all statements asserted as fact in the Contribution are either true or based upon generally accepted professional research practices. To the best of their knowledge, the Author represents to the Publisher that (i) with respect to any material prepared by the Author for the Work, such material shall be original, except for such excerpts and illustrations from copyrighted works for which the Author has obtained written permission from the copyright owners on a form approved by the Publisher, and such material shall not contain libelous or unlawful statements or instructions that may cause harm or injury and shall not infringe upon or violate any copyright, trademark, trade secret or other right or the privacy of others; and (ii) all statements asserted as fact in the Contribution are either true or based upon generally accepted professional research practices.
- **5.** The Contributor may send or transmit individual copies of the Contribution in any format to colleagues. The Contributor may include the Contribution in teaching or training duties at the Contributor's institution/place of employment including in course packs, e-reserves,

presentation at professional conferences, in-house training, or distance learning. The Contributor may re-use figures, tables, data sets, and artwork from the Contribution; however, nothing herein shall permit publication in other works or in violation of publishing ethics.

6. If the Publisher fails to publish the Work for any reason, all rights transferred or granted under this Agreement automatically and immediately revert to the Contributor absolutely. The Publisher will have the final decision as to the inclusion or omission of the Contribution in or from the first and any subsequent editions of the Work. The Publisher may request the Contributor to update the Contribution but shall be at liberty to engage another suitably qualified person to update the Contribution, provided that the Contributor shall be credited as the author of the original Contribution.

including storing or transferring data outside of the country of the Author's residence, in order to process transactions related to this Agreement and to communicate with the Author and that the Publisher has a legitimate interest in processing the Author's personal data. The Publisher shall comply with all applicable laws, statutes and regulations relating to data protection and privacy and shall process such personal data in accordance with the Publisher's Privacy Policy located at: http://www.wiley.com/qo/privacy.

9. This Agreement shall be construed and interpreted pursuant to the federal laws of the United States.

7. [Intentionally omitted.]

8. The Author acknowledges that, during the term of this Agreement and thereafter (for as long as necessary), the Publisher and its partners, licensees and subcontractors may process the Author's personal data,

I ACKNOWLEDGE THE ABOVE: (ATTACH ADDITIONAL SIGNATURE PAGES AS NECESSARY)		
Author		
SELECT ONE:		
Contributor-owned wo	rk (Note: this option will be considered selected by default if no other options are selected below)	
Company/Institution-ov	wned work (made-for-hire in the course of employment)	
Company or Institution (E	mployer-for-Hire) Authorized signature of Employer Date	
U.S. Government work	Note to U.S. Government Employees A contribution prepared by a U.S. federal government employee as part of the employee's official duties, or which is an official U.S. Government publication, is called a "U.S. Government work," and is in the public domain in the United States. In such case, the employee may cross out the third paragraph ("The Contributor hereby assigns") but must sign and return this Agreement. If the Contribution was not prepared as part of the employee's duties or is not an official U.S. government publication, it is not a U.S. government work. If all authors are U.S. government employees, there is no copyright to transfer and Paragraph 3 will not apply. Contributor acknowledges that the Contribution will be published in the United States and other countries. Please sign the form to confirm Contributor Representations. If at least one author is not a U.S. government employee, then the non-government author should also sign the form, indicating transfer of those rights which that author has and selecting the appropriate additional ownership selection option. If more than one author is not a U.S. government employee, one may sign on behalf of the others. In addition, If the Contribution was prepared jointly, and any co-author is not a U.S. government employee, the Contribution is not a U.S. government work.	
U.K. Government work (Crown Copyright)	Note to U.K. Government Employees The rights in a Contribution prepared by an employee of a U.K. government department, agency or other Crown body as part of his/ her official duties, or which is an official government publication, belong to the Crown. U.K. government authors should obtain a signed licence agreement from their department in the following form: http://www.nationalarchives.gov.uk/documents/information-management/articles-ministers-civil-servants-annexa.pdf) and submit the licence together with this Agreement.	
Other Including Other Government	Note to Non-U.S., Non-U.K. Government Employees or Non-Governmental Organisation Employees If your status as a government employee legally prevents you from signing this Agreement, please contact the Publication's	

Including Other Government work or Non-Governmental Organization work

If your status as a government employee legally prevents you from signing this Agreement, please contact the Publication's editorial office.