

International Council on Systems Engineering Author Release

This Author Agreement (“Agreement”) is made between The International Council on Systems Engineering (“INCOSE”) and _____ (“Author”). The effective date of the Agreement shall be the date of the final signature to the Agreement.

Section 1. The Work: This Agreement relates to work created by Author for publication by INCOSE (“Work”). The work may be published digitally, in print, or both, within the discretion of INCOSE.

Section 2. Rights: Author transfers and assigns to INCOSE, for the full term of copyright, including any extensions to that term, the exclusive rights, title, and interest in the Work. These rights include the full scope of the rights conferred under The Copyright Act, 17 U.S.C. §§ 101 *et seq.*, The Copyright, Designs and Patents Act 1988 (United Kingdom), the copyright laws of the European Union, and the copyright laws of any country that is a signatory to the Berne Convention, and include but are not limited to the rights to copy, reproduce, print, publish, reproduce, transmit, republish, distribute, or display the work in all forms of print, electronic, digital, audio, or other media or technology. INCOSE shall have the exclusive right to license any part of these rights to third-parties and to prepare derivative works including translations of the work into languages other than its original language.

Section 3. Underlying Ideas: Author understands and INCOSE acknowledges that Author retains their rights in the original ideas and analyses reflected in the Work and may freely discuss, develop, and present them in other contexts. Author is granted the non-exclusive right to use the Work for teaching and as teaching materials, presenting at conferences, posting on personal or institutional websites, and sharing with colleagues for scholarly purposes, provided that all such uses include proper attribution to INCOSE as publisher and copyright holder. Except for the rights specifically granted above, Author agrees not to copy, distribute, or republish the Work or any derivative works made from the Work without the prior written consent of INCOSE. Nothing in this provision is intended to limit the Author's rights under the doctrine of Fair Use.

Section 4. Copyright Registration and Infringement: INCOSE shall have the sole right to register the Work with the United States Copyright Office any similar agencies or government instrumentalities in other countries so long this Agreement remains in effect. INCOSE shall retain the sole right to pursue remedies for infringement of any copyright held in the Work so long as this Agreement remains in effect.

Section 5. Multiple Authors: If the Work has multiple Authors, each Author’s obligations under this Agreement are joint and several, and INCOSE may exercise its right under this Agreement or assert any remedy under this Agreement against any one, multiple, or all of the Authors within its discretion.

Section 6. Publicity: INCOSE may use the Author’s name, photograph, or likeness to market, advertise, and promote the Work.

Section 7. Failure to Publish: If INCOSE does not publish the Work within 18 months of its final submission to INCOSE, the Author may terminate this Agreement, unless

INCOSE and the Author have agreed to extend the term of this section by written agreement or unless the delay in publishing is due to an act or omission by the Author.

Section 8. Control of the Project: INCOSE may, in its discretion, choose not to publish the Work if INCOSE makes a good faith determination that the Work does not meet its editorial standards. If INCOSE chooses not to publish the Work, it will notify the Author and this Agreement will terminate upon dispatch of notice under Section 17 of this Agreement.

Section 9. Compensation: Author understands that INCOSE will not provide monetary compensation for the Work or any of the rights conveyed in this Agreement. Author agrees that publication by INCOSE is sufficient consideration for the promises contained within this Agreement.

Section 10. Representations and Warranties: Author represents and warrants that the Work does not violate or infringe any copyrights, trademarks, patents, or other property or personal rights of others, and that either a) Author is the sole author and owner of all rights in the materials and they are original; or b) if the Work includes materials that are not original to Author, or are not owned by Author, Author has obtained all written consents necessary for the INCOSE to use them as described above, and will provide such consents to INCOSE along with this Agreement.

Author further represents and warrants that Author has obtained in writing all necessary consents and rights from any third parties whose materials are included in the Work under the same terms and conditions and to the same extent granted from Author to the INCOSE under the Agreement. Author is solely responsible for paying any compensation due to third-party contributors. Upon written request from Author, INCOSE will include credits or acknowledgments or both for third-party contributors in the Work, as INCOSE and Author deem appropriate under the circumstances.

Section 11. Reversion of Rights: Except as otherwise stated in this Agreement, if the Agreement terminates, all rights granted to INCOSE shall, upon the effective date of the termination, revert to the Author. This reversion shall be subject to any subsidiary rights, options, license or contract granted by INCOSE while the Agreement was in effect, including all rights to derivative works created while the Agreement was in force.

Section 12. Term and Termination: The term of this Agreement begins on the Effective Date and ends when the Agreement is terminated for any reason permitted by this Agreement.

This Agreement may be terminated by:

- Written mutual agreement of the Author and INCOSE;
- Written notice from INCOSE of the failure of the Author to deliver materials meeting INCOSE's professional standards, as determined within INCOSE's sole discretion;
- Written notice from INCOSE of a breach of the warranties, representations, or other promises made by Author in this Agreement; or

Section 13. AI Provisions: The Author must clearly indicate if any artificial intelligence (AI) tools, such as ChatGPT or other large language models, were used in the

preparation or creation of the Work. This disclosure should include which model was used, for what purpose, and which text is affected. This disclosure should be made to INCOSE and indicated within the Work. The Author represents that they have verified any portion of the work created using AI. The Author further acknowledges that the representation and warranties made in this Agreement apply to The Author and recognizes and acknowledges the potential for plagiarism and copyright infringement with any use of AI. The Author represents and agrees that the Author remains fully responsible for the content of their Work, including any material drafted with the assistance of AI, and thus remains liable for any breach of warranties in this Agreement. The Author may not list AI or AI-assisted technologies as an author or co-author, nor cite to AI as an author or reference source.

Section 14. Claims, Notice, and Cooperation: If any third party asserts a claim against INCOSE concerning material within the Work that, if true, would constitute a breach of the Author's warranties above, INCOSE shall promptly notify the Author in writing. To the extent permitted by applicable federal law and regulation, the Author shall reasonably cooperate with INCOSE in responding to or defending such claim. Nothing in this Agreement shall be construed as requiring the Author, or any federal agency or employee acting in an official capacity to indemnify, hold harmless, defend, or pay attorneys' fees, damages, costs, or expenses except to the extent expressly authorized by federal law and available appropriations. INCOSE may retain counsel of its own choosing at its own expense.

Section 15. Confidentiality: Author and INCOSE agree that the terms of this Agreement are confidential. Each party may disclose the existence of this Agreement, but shall only disclose the terms of this Agreement as necessary to their agents, representatives, and counsel as necessary to comply with legal obligations or seek the advice of qualified professional accountants, lawyers, business advisors, and tax preparers.

Section 16. Assignment: This Agreement is binding on and inures to the benefit of INCOSE and its successors and assigns and is binding on and inures to the benefit of the Author, their heirs, legal representatives, executors, administrators, and assigns. Author cannot assign the rights or delegate the duties created by this Agreement to any person or entity without the express written consent of INCOSE.

Section 17. Notices: Any written notice sent under the Agreement shall be sent via mail or ~~INCOSE~~
1281 Win Hentschel Blvd., Ste. 1300
West Lafayette, IN 47906, USA
permissions@incose.net

Section 18. Entire Agreement: This is the entire agreement and understanding of INCOSE and the Author as to the Work. This Agreement supersedes any prior Agreement between Author and INCOSE related to the Work. This Agreement cannot be modified except by written agreement between the Author and INCOSE.

Section 19. Severability: If a court holds any provision of this Agreement invalid, the remainder of the Agreement shall continue to be in force.

Section 20. Attorneys' Fees: Author and INCOSE agree that in any action to enforce any rights under this agreement, each party shall bear its own attorneys' fees and costs, regardless of any otherwise applicable law entitling a party to recover its fees and costs from the other party.

Section 21. Choice of Law and Venue: This Agreement will be interpreted as if it was executed and wholly performed within the United States under the laws of the state of Indiana, without reference to Indiana's conflict-of-law rules. Any dispute related to this Agreement must be resolved only in the appropriate state or federal court in West Lafayette, IN. The parties waive any objection they may have to personal jurisdiction or venue of these courts.

I have read and agreed to these terms and conditions.

Author Signature

Date

INCOSE, Publications Manager

Date