



ASA Monitor
Copyright Transfer and Disclosure Agreement

A signed Copyright Transfer and Disclosure Agreement (“Agreement”) is required from each author (“Author”) before publication of an article in *ASA Monitor*®, owned by the American Society of Anesthesiologists (“ASA”) and published by Wolters Kluwer, Inc. (“WK”). Please review the conditions of publication and indicate your acceptance of the terms set forth herein. If there is more than one Author to the submitted article (the “Article”), each Author must sign a copy of this Agreement. Submit the completed form to: j.austin@asahq.org.

Article Title (at submission):

Author Name:

- I am the sole Author of the Article**
- I am a co-Author of the Article**

In consideration of publication of the Author’s Article, the parties agree to the following terms and conditions.

1. The Author agrees that his/her copyright ownership in the Article is hereby transferred and assigned to ASA (for US Government employees, only to the extent transferable).
2. The Author warrants that the Article is original and that he/she authored the Article. To the extent that the Article incorporates text passages, figures, data, or other material that is proprietary to another person (e.g., image or likeness of a patient), the Author has obtained any necessary permissions and will supply the permissions to ASA upon request.
3. The Author warrants that with this assignment of copyright, ASA holds the exclusive right to publish and reproduce the Article, or any part of the Article, in print, electronic and all other media (whether now known or later developed) in any form, in all languages, throughout the world; and the right to license to others to do the same.
4. The Author grants ASA the rights to use his/her name and biographical data (including professional affiliation) in association with the Article and in promotion of the *ASA Monitor*.
5. The Author warrants that publication of the Article will not violate the terms of any funding agreement, employment agreement, or other contractual arrangement, or the privacy rights of any party. The Author further warrants that the Article contains no unlawful (e.g., libelous, fraudulent), scandalous or negligently prepared information, and all statements purporting to be facts are accurate.
6. The Author has read and approved the Article as submitted and is prepared to take public responsibility for the work.
7. ASA may elect not to publish the Article or may terminate this Agreement at any time. In the event the Agreement is terminated by ASA, the Article is not published by ASA, or is withdrawn by the Author(s) before publication, the foregoing copyright transfer and assignment shall become null and void.
8. The Author agrees that ASA and WK may edit the Article, including the title, in advance of publication to conform with the style and standards of *ASA Monitor*. All edits are subject to the approval

of the Editor-in-Chief and a final version of the Article will be shared with the Author in advance of publication.

9. The Author agrees to indemnify and hold harmless ASA from any damage or expense that may arise in the event of a breach of any of the warranties set forth herein. The rights and responsibilities established in this paragraph shall survive indefinitely the termination of this Agreement.

10. The Author agrees to disclose any financial interests or affiliations with institutions, organizations or companies relevant to the Article by completing the following question:

Within the last 12 months, have you, your spouse, partner or child had a financial association or other affiliation with an entity or person that has an interest in the content of the Article?

YES (if yes, see below)

NO

If you answered yes, please list the company/person name and type of relationship (e.g., salary, ownership, royalties, equity position, stock options, funded research, consulting fees, honoraria, board seat) and note whether the disclosure relates to yourself or a spouse, partner or child.

Company/Person Name	Type of Relationship(s)	Self or Spouse/Partner/Child
_____	_____	_____
_____	_____	_____
_____	_____	_____

By signing below, I agree to the above terms and copyright transfer to the ASA and confirm the disclosure information above is accurate at the time of this submission. I represent and warrant that I have the power and authority to make and execute this Agreement.

Author Name: _____ Date: _____

Author Signature: _____