Traditional Publishing Agreement

This Agreement is between the author (Author) and ProQuest LLC, through its UMI® Dissertation Publishing business (ProQuest/UMI). Under this Agreement, Author grants ProQuest/UMI certain rights to preserve, archive and publish the dissertation or thesis, abstract, and index terms (the Work) provided by Author to ProQuest/UMI.

Section I. License for Inclusion of the Work in UMI® Publishing Program.

Grant of Rights. Author hereby grants to ProQuest/UMI the non-exclusive, worldwide right to reproduce, distribute, display and transmit the Work (in whole or in part) in such tangible and electronic formats as may be in existence now or developed in the future. Author further grants to ProQuest/UMI the right to include the abstract, bibliography and other metadata in the ProQuest Dissertations and Theses database (PQDT) and in ProQuest/UMI’s Dissertation Abstracts International and any successor or related index and/or finding products or services.

UMI® Publishing Program - Election and Elements. The rights granted above shall be exercised according to the publishing option selected by Author on the previous Publishing Options screen, and subject to the following additional Publishing Program requirements:

Redistribution of the Work. Except as restricted by Author in the publishing option selected, the rights granted by Author automatically include (1) the right to allow sale and distribution of the Work, in whole or in part, by agents and distributors, including but not limited to commercial retail outlets and (2) the right to make the Abstract, bibliographic data and any meta data associated with the Work available to search engines and harvesters.

Restrictions. ProQuest/UMI will use commercially reasonable efforts to restrict the distribution of the Work as provided under the publishing option selected by Author or as later elected by Author through direct contact with ProQuest/UMI. Such election is subject to Author's Degree Granting Institution Directives (see below). With respect to restrictions requested after submission of the Work, Author acknowledges that ProQuest/UMI cannot recall or amend previously distributed versions of the Work. Refer to Guide 4 for information about access and restrictions.

Removal of Work from the Program. ProQuest/UMI may elect not to distribute the Work if it believes that all necessary rights of third parties have not been secured. Refer to Guide 5 for information about copyright and your dissertation or thesis. If Author's degree is rescinded, and the degree-granting institution so directs, ProQuest/UMI will expunge the Work from its publishing program in accordance with its then current publishing policies.

Degree Granting Institution Directives. Author is solely responsible for any conflict between policies and directions of Author's degree-granting institution, Author's choice of publishing model, and/or any restriction Author places on the use of the Work. For the avoidance of
doubt, ProQuest/UMI is not responsible for access to the Work that is provided by Author's degree-granting institution through its library or institutional repository. Author must work directly with Author's degree granting institution to ensure application of any restrictions to access relating to the Work by Author's degree granting institution.

**Copyright and Deposit with the Library of Congress.** At Author's option, as indicated in the Register U.S. Copyright screen of the online submission process, and upon payment of the applicable fee, ProQuest/UMI will submit an application for registration of Author's copyright in the Work in Author's name. In addition, regardless of whether copyright registration of the Work is sought, ProQuest/UMI may make a copy of the Work available to the Library of Congress in digital, microform or other format as required by the Library of Congress.

**Delivery of the Work.** Author shall provide to ProQuest/UMI the Work and all necessary supporting documents during the online submission process, according to Guide 1: Preparing Your Manuscript for Submission.

**Rights Verification.** Author represents and warrants that Author is the copyright holder of the Work and has obtained all necessary rights to permit ProQuest/UMI to reproduce and distribute third party materials contained in any part of the Work, including all necessary licenses for any non-public, third party software necessary to access, display, and run or print the Work. Author is solely responsible and will indemnify ProQuest/UMI for any third party claims related to the Work as submitted for publication.

**Section II. Rights pursuant to Traditional Publishing.**

Author's election of Traditional as the type of Publishing confirms Author's choice to have ProQuest/UMI publish the Work according to the Traditional Publishing option described below.

**Traditional Publishing.** ProQuest/UMI may exercise the rights granted under Section I above including through the sale of individual copies of the Work in tangible or electronic media and/or as part of electronic database and reference products or services.

**Publishing Fees and Royalties.** There is no publishing fee charged for dissertations and theses submitted through the UMI® ETD Administrator. Author's institution may assess additional fees. ProQuest/UMI will pay royalties of 10% of its net revenue from sales of the Work, conditioned on Author maintaining a current address on record with ProQuest/UMI. Royalties will be paid when accrued earned royalties reach $25.00 USD. If, after 25 years, earned royalties do not accrue to at least $25.00 USD, ProQuest/UMI's royalty payment obligation will cease.

**Acknowledgement:** I have read, understand and agree to this ProQuest Agreement, including all rights and restrictions included within the publishing option that I have chosen.