



Copyright Release and Use Agreement

This Agreement, dated as of _____, 20____, between _____, (hereinafter "Author") and the Pennsylvania Water Environment Association (hereafter PWEA) (collectively hereinafter the "parties")

The Author wishes to contribute a written work for the use of PWEA, and PWEA wishes to accept the work for its use and the use of its members, upon the conditions set forth below.

Therefore, in consideration for the promises made herein, the parties covenant and agree as follows:

1. The Author hereby certifies that s/he is the primary author and owner of the copyright to the original work (hereafter the "work"), a copy of which is attached hereto, that s/he is submitting to the PWEA for publication on the PWEA document sharing web site (http://www._____.org).
2. The Author hereby releases to PWEA the following rights pertaining to the work submitted:
 - The right to publish the work on the PWEA Web site without attribution or acknowledgement .
 - The right for the PWEA and its members to quote from, summarize, or otherwise incorporate information from the work, in whole or in part, without attribution or acknowledgement into press releases and other communications and materials, including but not limited to the PWEA mailing list, provided that they do not assert any claim of authorship or copyright over it.
3. The Author hereby grants to PWEA a non-exclusive, royalty-free, worldwide, perpetual license to display the work on the PWEA Web site, to publish the work, and to edit or excerpt the work at PWEA's sole option, without attribution or acknowledgment . PWEA may, in its sole discretion, remove the work from the Web site, at the Author's request or on its own initiative.
4. The Author and PWEA agree that the Author retains ownership of the work and the right freely to use the work or portions of the work and to assert authorship and ownership of the work, including the protections of copyright against any person other than PWEA and its members who obtain the work through PWEA, without obligation of any kind to PWEA.
5. The Author certifies:
 - That I have the full right, power and authority to enter into this agreement;
 - That the work is my own;
 - That the work is original;
 - That use of the work by PWEA and others does not violate any contract I have entered into or any conditions of my employment; and
 - That, to the best of my knowledge and belief, the material is not libelous or defamatory, and is factually accurate.
6. In consideration of the above, PWEA hereby agrees as follows:
 - PWEA will not assert any copyright or right of authorship over the work;
 - PWEA will not use or distribute the work for remuneration or profit (excepting only the use of the work in the PWEA magazine, the *Keystone Water Quality Manager*) and will notify others that they may not use or distribute the work for remuneration or profit; and
 - PWEA will accept all liability for the use of the work by others as a result of its publication on the website or distribution by PWEA.

7. The parties mutually agree that their respective use of the work is at their own risk and hereby release and hold each other harmless from any and all liability, damages, and causes of action that they may assert against the other as a result of the use and publication of the work, excepting any liability that may arise as a result of a breach of the covenants in this Agreement.

Author

Pennsylvania Water Environment Association

By: _____

Signature

Name

Name

Title

Address

Telephone

E-mail Address