Copyright Transfer Agreement

THIS WORK IS BEING SUBMITTED FOR PUBLICATION TO:

☐ Journal of the Optical Society of America A  ☐ Applied Optics  ☐ Advances in Optics and Photonics
☐ Journal of the Optical Society of America B  ☐ Optics Letters  ☐ Optics & Photonics News
☐ Journal of Optical Communications and Networking
☐ Other ____________________________________________ (name of publication)

AUTHOR(S):
_____________________________________________________________________________________________
_____________________________________________________________________________________________
_____________________________________________________________________________________________

TITLE OF ARTICLE, PAPER, OR MANUSCRIPT ("WORK"):
_____________________________________________________________________________________________

SUBMITTING AUTHOR’S NAME AND ADDRESS:
_____________________________________________________________________________________________
_____________________________________________________________________________________________

COPYRIGHT TRANSFER.

Effective upon date of acceptance of this Work for publication in the above-named Publication, and in exchange for reviewing, editing, and publishing the Work on an exclusive basis and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Author(s) hereby transfer and assign to Optica Publishing Group, a New York not for profit corporation, full ownership throughout the world of all rights, titles, and interests in and to the above-titled Work, including the title and abstract of the Work and all figures and tables, exclusive of any supplemental materials. Optica Publishing Group shall have the right to register copyright to the Work and the accompanying abstract in its name as claimant, whether separately or as part of the journal issue or other medium in which the Work is included. The author(s) agree to take all action that may be necessary to effectuate the intent of this Agreement.

The Author(s) also hereby agree that Optica Publishing Group may use his/her name, photo, biographical information and likeness in connection with promoting or advertising the Work and any adaptation thereof, in the journal issue or other medium in which the Work is included, and the Author(s) release, hold harmless, and forever discharge Optica Publishing Group and its directors, officers, employees, representatives, and agents from any claim based on right of publicity or privacy.

AUTHOR(S) RIGHTS.
(a) Use in Classroom or Internal Training. The Author(s) are expressly permitted to reuse any portion of the Author Accepted version of the Work in connection with the Author(s)’ teaching, training, or work responsibilities. Examples of permitted uses are lecture materials, e-reserves, conference presentations, or in-house training courses.
(b) Personal and Institutional Servers. Author(s) shall have the right to post the Author Accepted version of the Work on their personal non-commercial website or the servers of their institutions or employers. In the case of institutional repositories, access to the repository is limited solely to the institutions’ employees and direct affiliates (e.g., students, faculty), and the repository does not depend on payment for access, such as subscription or membership fees. Author(s) are permitted to post the Author Accepted version of the Work in an open institutional repository after a minimum 12-month embargo. Any such posting of the Author Accepted version made after publication of the Work shall include a link to the online abstract in the Journal and the copyright notice below.
(c) Preprint Servers. The Author(s) are permitted to post and update the Work on preprint servers (e.g., arXiv) as long as files prepared and/or formatted by Optica Publishing Group or its vendors are not used for that purpose. Any such posting of the Author Accepted version made after publication of the Work shall include a link to the online abstract in the Journal and the copyright notice below.
(d) Other Proprietary Rights. Author(s) retain all proprietary rights other than copyright, such as patent rights.
(e) **Government Funding Agencies.** Author(s) whose work was performed under a grant from a government funding agency are permitted to fulfill author deposit mandates from that funding agency providing that the mandate allows for a minimum 12 month embargo.

(f) **Work-for-hire.** If the Work has been prepared by an employee within the scope of his or her employment or as a work made for hire, Author(s) retain the right to distribute copies of the Work for the employer's internal use.

**COPYRIGHT NOTICE.**
The Author(s) agree that all copies of the Work made under any of the above rights shall prominently include the following copyright notice: “© XXXX [year] Optica Publishing Group. One print or electronic copy may be made for personal use only. Systematic reproduction and distribution, duplication of any material in this paper for a fee or for commercial purposes, or modifications of the content of this paper are prohibited.”

**AUTHOR(S)' WARRANTIES.**
The Author(s) warrant to the best of the Author(s') knowledge, belief, and expertise that:

1. Author(s) are the sole Author(s) and sole holder(s) of all rights in the Work;
2. Author(s) have not previously assigned, pledged, or otherwise encumbered the Work;
3. the Work is original to the Author(s);
4. the Work has not been previously submitted for publication (unless the prior submission has been rejected unconditionally). Furthermore, the Work has not been published elsewhere, accepted for publication elsewhere, and is not pending acceptance or being considered for publication elsewhere;
5. the Work does not violate or infringe on any copyright or other personal or property rights of any third parties,
6. the Work contains nothing libelous or contrary to law;
7. any scientific knowledge contained in the Work is true and accurate;
8. Author(s) have obtained written consent as required for the use of any third-party copyrighted or unpublished material contained in the Work and will deliver such consent to Optica Publishing Group; and
9. the signing Author(s) have the full power to enter into this Agreement and to make the grants contained herein.

**AUTHOR CERTIFICATIONS.**
The signing Author(s) represent that, if each Author(s’) signature does not appear below, the signing Author(s) sign this Agreement as authorized agents for and on behalf of all the Author(s), and that this Agreement and authorization is made on behalf of all Author(s) and shall supersede all prior agreements with third parties that may have been made by the Author(s) with regard to the Work. If the Work belongs to your employer as a work-for-hire, you represent that you are authorized to execute this copyright transfer form, and that your employer has consented to such transfer, and to all of the terms and conditions contained herein. If you have not received such authorization, this form should be completed by an authorized representative of your employer.

**ACCEPTED:**

Signature of Author

Print Name

Date:

**ACCEPTED:**

By: __________________________

Signature of Agent for All Author(s)

Print Name/Title

Date: __________________________
CERTIFICATION FOR GOVERNMENT WORKS-FOR-HIRE

Note: The following certification should be completed only if Author(s) were government employees at the time this Work was prepared and such Work was prepared as part of that author(s) official duties (please refer to your government job description and regulations governing the job).

U.S. Government Employees: If the Author(s) are U.S. Government Employees, this to certify that the Author(s) (except those listed below) were officers or employees of the U.S. Government at the time the above-titled Work was prepared and that the Work was prepared as part of their official duties and therefore is not subject to U.S. copyright protection.

Other Government Employees: If the Author(s) are government employees of a country which holds government, crown-owned or crown copyright for works created by its employees, this to certify that Author(s) (except those listed below) were Government employees of _________________ (insert name of country) at the time the above-titled Work was prepared and that the Work was prepared as part of their official duties. As such, the work is subject to government, crown-owned or crown copyright and is not transferred to Optica Publishing Group. However, the Author(s) certify that Optica Publishing Group may use, reproduce, publish, and distribute the Work and derivatives thereof, in all formats, throughout the world.

List all non-government-employee authors (Each non-government author and/or employer with rights in the copyright to the Work should submit a separate standard copyright transfer form):

_________________________________________________________________________________________________
_________________________________________________________________________________________________
_________________________________________________________________________________________________

Date:________________________

Signature

By: ________________________________

Title

Return form to: Optica Publishing Group
[Publication Name]
2010 Massachusetts Ave. NW
Washington, DC 20036-1023

Date last modified: 2022.06.27