# CriticalCareNurse

# **Submission and Publication Agreement**

This Submission and Publication Agreement (the "Agreement") outlines the terms and conditions under which you,
, the author, agree to allow the American Association of Critical-Care Nurses (AACN) to reproduce the Work and to permit third parties the right to do so.

Each author must submit a separate Agreement. Works will not be considered for publication until executed Agreements have been received from all authors and contributors. Please complete each section of the Agreement and ensure you have signed the completed form before submitting. The submittal of this Agreement in no way guarantees selection of any work for publication.

First Name							
Last Name							
Mailing Address							
Telephone							
Email							
Are you the corresponding author?	Yes	No					
If no, corresponding author's name							
Manuscript Title (the "Work")							
Manuscript Submission Number (if known)							
<b>PLEASE NOTE</b> : A copy of the manuscript mentioned above by title and number (the latter only if known) must be submitted at the same time as this Submission and Publication Agreement.							

#### 1. AUTHORSHIP. Please check all applicable boxes:

I certify that I am the sole author of the Work; OR

I certify that other than any co-authors or contributors disclosed below, no other person or entity has contributed to or has any claim of rights in the Work.

## Co-authors:

: AND

I certify that I have made substantial contributions to the conception/design of and/or to the acquisition/analysis/interpretation of the Work; AND

I certify that I have participated in drafting the Work or critically revising it for important intellectual content; AND

I certify that I have complied with *Critical Care Nurse*'s author guidelines on the use of artificial intelligence and accept responsibility for the content of the submission; AND

I certify that I will be involved in approving the version to be published; AND

I certify that I agree to be accountable for all aspects of the Work in ensuring that questions related to the accuracy/integrity of any part of the Work are investigated appropriately and resolved; AND

I certify that the Work was not created in the course of my employment and was not commissioned as a work-for-hire.

# 2. DISCLOSURE OF CONFLICTS OF INTEREST. (If none of the following apply, skip Section 2 and go to Section 3.) Please check the appropriate box(es):

I or my institution received payments/services from a third party (government, commercial, or private) for any aspects of the submitted Work. The resources received directly or indirectly enabled the Work to be completed. Those entities are listed below (for more than two entities, attach a separate sheet indicating other entity names and grant numbers, if any).

Entity
Grant Number (if any)
Entity
Grant Number (if any)

I or my institutions have financial relationships related to the Work submitted. (For grants you have received for work outside the submitted Work, disclose support ONLY from entities that could be perceived to be affected financially by the published Work, such as drug companies, or foundations supported by entities that could be perceived to have a financial stake in the outcome.) (For more than two entities, attach a separate sheet indicating other entity names and grant numbers, if any.)

**Entity** 

**Entity** 

I have a patent (planned, pending, issued) that is relevant to the submitted Work.

I have other relationships and/or activities that could be perceived to have influenced or give the appearance of potentially influencing the submitted Work. Please explain.

# 3. ASSIGNMENT OF COPYRIGHT. Please check the appropriate box(es):

I hereby assign to AACN all copyrights in the Work including any tables, illustrations, or other material submitted for publication as part of or in connection with the Work. In so doing, I hereby grant to AACN the exclusive right to publish and reproduce the Work, or any part of the Work, in print, electronic, and all other media (whether now known or later developed), in any form, in all languages, throughout the world, for the full term of copyright, and the right to license others to do the same. This includes the right to enforce the rights granted hereunder against third parties. I understand that in the event my work is not selected for publication by AACN, I may request that these rights be assigned back to me.

I am or was an employee of the US government when this Work was conducted and prepared for publication; therefore, it is not protected by the Copyright Act, and copyright ownership cannot be transferred.

NIH Funding/PubMed Central. For those authors whose research was funded by the National Institutes of Health (NIH), the editors and publisher acknowledge that the authors retain the right to provide a copy of the final manuscript to the NIH upon acceptance for journal publication for archiving in the PubMed Central database as soon as possible, but no later than 12 months after publication by the journal. (For NIH reporting purposes, *Critical Care Nurse* defines "acceptance" of a manuscript as occurring at the time the editors and/or their assignees have approved the final page proof as accurate and ready for public release.) *Please note, however, that submission of the manuscript to PubMed Central is the author's responsibility and not the responsibility of AACN or the journal.* 

### 4. OTHER REPRESENTATIONS AND WARRANTIES. Please check the boxes to confirm the following statements:

I certify that the Work submitted is valid and neither this manuscript nor one with substantially similar content under my authorship has been published or is considered for publication elsewhere, except as described in an attachment. I further certify that the Work will not be submitted elsewhere unless and until AACN confirms in writing that they have no intention of publishing the Work.

If requested, I will provide data or will cooperate in obtaining and providing data on which the submitted Work is based for examination by the editors and/or their assignees.

The Work does not infringe any copyright, violate any other intellectual property, privacy, or other rights of any person or entity, or contain any libelous or other unlawful matter.

All of the content in the Work is original and has been written by the stated authors, and no third party content appears in the Work; OR, third party content owned by appears in the Work and I have a transferable non-exclusive right to publish such third party content which right conveys to AACN. A copy of that permission form is attached in writing AND/OR I have included a signed permission to AACN (i.e., signed by the third party) to include the third party content (titled "Third-Party Content Agreement") in the published Work.

I have obtained written permission from all individuals named in an Acknowledgment or whose unpublished data or personal communications are cited. If an Acknowledgment section is not included, no other persons have made substantial contributions to the submitted Work.

Except as expressly set out in this Agreement, the Work is not subject to any prior rights or licenses and, if my or any of my co-authors' institution has a policy that might restrict my ability to grant the rights required by this Submission and Publication Agreement, a written waiver of that policy has been obtained and is attached hereto.

If I and/or any of my co-authors reside in any countries or territories whose government, at the time of this Agreement, is subject to US sanctions, including, without limitation, Iran, Cuba, Sudan, Burma, Syria, or Crimea, the Work has been prepared in a personal, academic, or research capacity and not as an official representative or otherwise on behalf of the relevant government or institution.

If I am using any personal details or images of patients, research subjects, or other individuals, or other identifiable or potentially identifiable private health information of patients, I have obtained all consents required by applicable law and those consents are attached hereto.

#### 5. INDEMNIFICATION.

I agree to fully indemnify, defend, and hold harmless AACN, its affiliates, assignees, and licensees from and against any losses, lost profits, damages, liabilities, judgments, awards, decrees, settlements, or expenses (including, without limitation, reasonable fees and court costs) arising from, connected with, or by reason of any breach or alleged breach of any of the certifications, representations, warranties, or other obligations or statements set forth in this Agreement.

### 6. GOVERNING LAW.

This agreement shall be governed by, and construed in accordance with, the laws of the State of California. Any and all disputes, controversies, claims, or differences arising out of, relating to, or having any connection with this agreement, shall exclusively be brought and heard in the County of Orange, the State of California, and both parties consent to jurisdiction in the County of Orange, the State of California.

# **COMPLIMENTARY COPY**: Please check one.

					• • • • • • • • • • • • • • • • • • • •				_		
In	the	event my	/ \/\/∩rk i	S SEIECTER	tor nublication	I nreter to	i receive miv or	e complimentary	CONV OF	my artic	ını جان
	uic	CVCIILIIIV	VVOIN	JULICULU	ioi bublication.					TITY CITU	71 C 11 1

PDF (digital only) format. Email address Print/hard copy format. Mailing address

Title of Manuscript ("Work")	
Printed Name	
Date	Signature