GREEN OPEN ACCESS AGREEMENT

Green Program (“Agreement”) dated ___________ (“Effective Date”), between Begell House, Inc., having its principal place of business at 50 North Street, Danbury, CT, 06810 (“BH”) and You may be an author or a non-profit, public or private academic institution. If there are multiple authors, the term “You/Your” includes all of authors, and the party signing this Agreement has the authority to sign for each author. “BH” and/or “You” may be referred to herein as a Party or together as Parties.

1. Article: This Agreement relates to the following article(s) submitted to BH by You (“Manuscript”):

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<th>Title of Article</th>
<th>BH Journal in which Article is Published</th>
<th>Publication Date</th>
<th>Name of Institution Associated with Article</th>
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2. Author’s Rights and Responsibilities: By submitting the Manuscript to BH pursuant to the Green Open Access Program, the Author is permitted to disseminate the article as follows:

a. Author may share a link to their published article(s) i.e., (www.begellhouse.com/____) after the embargo period (1 year).

b. Author may also share his/her accepted manuscript with the public by posting it on the author’s website and/or making it available for download.

c. Author may also enable public access to the manuscript via the author’s named institution’s website.

d. Author’s accepted manuscript shall include a citation to the original published work and shall provide a link to the Begell House website at which the published work resides (i.e., www.begellhouse.com/____).

3. MISCELLANEOUS

a. Assignment: Author may not assign this Agreement without the express, prior, written consent of BH. Subject to the foregoing, this Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

b. Entire Agreement, Modifications and Waiver: This Agreement is a complete and exclusive statement of the agreement between the parties with respect to the Green Open Access Program. This Agreement supersedes all prior proposals and understandings, oral or written, relating to such Program and may be amended only by a written document executed by both BH and Author. Failure by either party to enforce any provision of this Agreement shall not be deemed a waiver of that provision or of any other provision of this Agreement.

c. Force Majeure: No Party shall be liable to the other for its failure to perform any of its obligations under this Agreement during any period in which its performance is delayed, rendered impracticable or impossible due to circumstances beyond its reasonable control, including, without limitation, acts of God, fire, flood, war, pandemic, epidemic, governmental action, compliance with laws or regulations, strikes, lockouts or other serious labor disputes (other than by the employees of any of the Parties) or for serious illness or a medical emergency for so long as such event of force majeure continues in effect, provided that such Party uses reasonable efforts under the circumstances to notify the other Parties of the circumstances causing the delay, mitigate its extent and to resume performance as soon as possible.
d. **Governing Law:** This Agreement will be interpreted and construed in accordance with the laws of the State of Connecticut applicable to agreements to be performed wholly within such state.

e. **Headings:** The headings herein are for convenience only and are not intended to have any substantive significance in interpreting this Agreement.

f. **Relationship of Parties:** The parties are independent contractors, and nothing herein creates or implies an agency relationship or a joint venture or partnership between the parties.

g. **Litigation:** If either party commences litigation under this Agreement, the prevailing party is entitled to reimbursement of its costs and attorneys’ fees from the other party.

h. **Non-exclusive:** This Agreement is non-exclusive. Nothing herein prevents either party from entering into similar arrangements with other entities.

i. **Public Releases:** Neither party may issue a news release, public announcement, advertisement or other form of publicity concerning the existence of the Agreement or the Services provided hereunder without the prior written consent of the other party.

j. **Severability:** If any provision hereunder is declared or held invalid, illegal or unenforceable, this Agreement will be revised only to the extent necessary to make such provision(s) legal and enforceable, or if impossible, the unaffected portions of this Agreement shall remain in full force and effect so long as the Agreement remains consistent with the parties’ original intent.

k. **Survival:** The terms and conditions of this Agreement will survive the expiration or other termination of this Agreement to the fullest extent necessary for their enforcement and for the realization of the benefit thereof by the party in whose favor they operate.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**Begell House, Inc.**

**By:**

**Name:**

**Title:**

**Author**

**By:**

**Name:**

**Affiliation:**

LIST ALL AUTHORS ASSOCIATED WITH THIS ARTICLE.

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