

**PUBLISHING AGREEMENT – HETS ONLINE JOURNAL**  
**Revised August 2022**

This agreement is made between the Hispanic Educational Technology Services (“HETS”) and <Full name and address of author> (“Author”).

1. Author is the owner of all rights in the written work described herein; and
2. HETS desires to obtain the rights granted in this Agreement for publication and other use of the work subject to this Agreement.

**TERMS**

In consideration of the mutual covenants and conditions contained in this Agreement, Author and HETS agree as follows:

1. PUBLICATION: Author has written or will write for publication a work on the subject of \_\_\_\_\_, tentatively entitled \_\_\_\_\_ (“Work”).
2. AUTHOR’S GRANT: Authors submitting manuscripts for publication to this journal agree to the following terms:
  - a. Authors will retain their copyright and grant the journal the right of first publication of their work, which will simultaneously be subject to the Creative Commons Attribution-Non-Commercial 4.0 International License (CC-BY-NC-SA) that allows third parties to share the work as long as its author and first publication in the HETS Online Journal are indicated. Under this license the author will be free to:
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- d. Authors are authorized and encouraged to disseminate their work through the Internet in institutional repositories, in their professional profiles or on their web page, indicating the details of the original publication in our journal.
3. HETS Online Journal will only accept original and unpublished manuscripts for publication. AUTHOR'S WARRANTY: Author warrants:
  - a. Author is vested sole ownership and with the power to convey all rights that are granted and assigned in this Agreement;
  - b. The copyright has not previously been assigned not the Work published elsewhere;
  - c. Work does not infringe any valid copyright or other proprietary right of any other person;
  - d. Work contains no libelous, defamatory or other unlawful material and Author agrees to hold HETS, its members, its members Board members, its members officers and agents, its own officers and agents harmless from any and all claims, suits or proceedings based on the ground that the Work contains such harmful matter, and agrees to indemnify HETS, its members, its members Board members, its members officers and agents, its own officers and agents for reasonable expenses incurred in defending, settling, or otherwise responding to such claims.
  - e. If Work includes any copyrighted material not in the public domain, Author will obtain the permissions and provide them to HETS on or about the time Work is delivered to HETS.
  - f. By signing this document, the Author certifies that the article submitted is an original document written for the HETS Online Journal. The Author further certifies that the article is an original publication created for the HETS Online Journal and assumes complete responsibility for any claim that may arise related to the publication of the submitted article.
4. DELIVERY AND ACCEPTANCE OF MANUSCRIPT
  - a. Author agrees to deliver a legibly typed manuscript of the complete Work by the due date. Author will deliver to HETS in accordance with a mutually agreed-upon delivery schedule, the preface or foreword, table of contents, index, instructor's manual or guide, text items and answer keys, and any other materials as are mutually agreed upon.
  - b. It is specifically agreed that commencement of editing by HETS will not by itself, constitute acceptance of the manuscript as being complete and satisfactory in form and content, as required under this Agreement.
  - c. If Author fails to deliver the completed work on the Due Date and HETS is unwilling at that time to accept delivery at a later date, Author may not arrange for publication elsewhere thereafter without first re-offering the Work to HETS under the terms contained in this Agreement.
  - d. HETS, in its sole discretion, shall determine the readiness of the Work for publication.

5. EDITING: HETS is authorized to edit the Work for style, usage, and felicity; provided, however, that HETS shall not be free to make substantive changes in the Work without the express approval of Author. HETS agrees that Author shall have an opportunity to read and correct the edited manuscript in proof if Author so requests in writing within 10 days of the completed edits by HETS.
6. OBTAINING PERMISSIONS: The cost and responsibility for obtaining permission for the use of text or illustrations contained in the Work and controlled by others, if any, shall be borne by Author.
7. PUBLISHING: When the manuscript is complete and acceptable to HETS, HETS will publish the same with reasonable promptness at HETS's expense, as HETS considers most appropriate.
8. COPYRIGHTS: Authors will retain their copyright.
9. REVISIONS: Author agrees, upon request from HETS, to revise the Work within a reasonable time in accordance with the recommendations of HETS. If Author does not provide an acceptable revision within a reasonable time or should Author be deceased, disabled, or unwilling to revise the Work, HETS may have the revision prepared and may deduct the authorship cost from Author's royalties.
10. ALTERNATIVE DISPUTE RESOLUTION: Any controversy, claim, or dispute arising out of or relating to this Agreement or the breach thereof, shall be submitted to ADR in the City of San Juan, Puerto Rico and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The provision shall not impair or be in lieu of the rights of either party hereto to seek injunctive relief in a court of competent jurisdiction.
11. ENTIRE AGREEMENT; MODIFICATION: This Agreement (and its attachments, if any) constitutes the entire understanding between the parties with respect to the subject matter hereof, supersedes any and all prior understandings and agreements, oral and written, relating hereto, and may be amended at any time only in a writing signed by both parties.
12. ASSIGNMENT: This Agreement may be assigned by HETS and by; the assignee thereof shall have all the rights and remedies of the original parties insofar as the same are assignable. Assignment shall be only as a whole and not as a part, nor as to any part interest therein.
13. NON-DISCRIMINATION: In fulfilling the obligations contained in the Agreement, Author and all those under the direction of Author involved in the performance of this contract will not unlawfully discriminate against any individual on the basis of sex, race, creed, age, color, national origin, religious belief, disability, [marital status], status as a disabled veteran, or veteran of the Vietnam era, and will comply with all non-discriminatory laws and policies which HETS promulgates and to which HETS is subject.
14. GOVERNING LAW; FORUM: This Agreement shall be governed by and construed under the laws of the Commonwealth of Puerto Rico, which shall be the forum for any lawsuits arising from or incident to this Agreement. The San Juan Superior Court shall be the venue where any lawsuit must be filed.

15. NOTICE: Any notice to either party hereunder must be in writing, and signed by the party giving it, and either served (1) by hand, (2) through the United States Mail, postage prepaid, registered or certified, return receipt requested, or (3) through expedited mail or package service, if a receipt showing the delivery has been retained, addressed as follows:

To HETS:

**Postal Address:** P.O. Box 191293 | San Juan, PR 00919-1293

**Physical address:** Road PR # 1 Francisco Seín Corner, Río Piedras, Office 128 at Interamerican University of Puerto Rico, Metropolitan Campus

To Author:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notice shall be effective upon receipt.

IN WITNESS WHEREOF, Author and the authorized representatives of HETS have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as set forth below.

HETS:

[Full Legal Name of HETS]



(Signature)

Yubelkys Montalvo

(Printed Name)

HETS Executive Director

(Title)

AUTHOR:

[Full Legal Name of Author].

by \_\_\_\_\_

(Signature)

\_\_\_\_\_

(Printed Name)

\_\_\_\_\_

(Title)