

	Johns Hopkins Bayview Medical Center Division of Geriatric Medicine
	FAX TRANSMITTAL COVER SHEET

To: Catherine Yoshikawa

Fax Number: 866-481-0146 Phone Number: _____

From: Cynthia Boyd

Phone Number: 410-550-8676

Date: 8/21/06 Number of Pages Including this cover sheet: 3

Subject: _____

WARNING: This fax and any attached information is intended solely for the use of the individual or entity to whom it is addressed and may contain information that is privileged, confidential or exempt from disclosure. If you are not one of the named recipient(s) or otherwise have reason to believe that you have received this message in error, please notify this office at 410-550-8669. Any other use, retention, dissemination, retransmission, printing or copying of this fax is strictly prohibited.



**Journal of the American Geriatrics Society
Exclusive License Form**

Author's name: Cynthia Boyd, M.D.

Author's address: Mason F. Lord Center Tower, 5200 Eastern Avenue, 7th Floor, Baltimore, MD 21224

Title of article ("Article"): Recovery in Activities of Daily Living Among Older Adults Following Hospitalization for Acute Medical Illness

Manuscript no. (if known): JAGS-0516-CI-May-08.R1

Names of all authors in the order in which they appear in the Article: Cynthia Boyd, C. Seth Landefeld, Steven Counsell, Robert Palmer, Richard Fortinsky, Denise Kresevic, Christopher Burant, Kenneth Covinsky

In order for your Article to be distributed as widely as possible in *Journal of the American Geriatrics Society* (the Journal) you grant Blackwell Publishing Ltd (Blackwell Publishing) an exclusive license to publish the above Article on behalf of AGS including the abstract in printed and electronic form, in all languages, and to administer subsidiary rights agreements with third parties for the full period of copyright and all renewals, extensions, revisions and revivals. The Article is deemed to include all material submitted for publication with the exception of Letters, and includes the text, figures, tables, author contact details and all supplementary material accompanying the Article.

Please read this form carefully, sign at the bottom (if your employer owns copyright in your work, arrange for your employer to sign where marked), and return the ORIGINAL to the address below as quickly as possible. As author, you remain the copyright owner of the Article, unless copyright is owned by your employer. (US Federal Government authors please note: your Article is in the public domain.)

Your Article will not be published unless an Exclusive License Form has been signed and received by Blackwell Publishing.

Please note: You retain the following rights to re-use the Article, as long as you do not sell or reproduce the Article or any part of it for commercial purposes (i.e. for monetary gain on your own account or on that of a third party, or for indirect financial gain by a commercial entity). These rights apply without needing to seek permission from Blackwell Publishing.

- **Prior to acceptance:** We ask that as part of the publishing process you acknowledge that the Article has been submitted to the Journal. You will not prejudice acceptance if you use the unpublished Article, in form and content as submitted for publication in the Journal, in the following ways:
 - sharing print or electronic copies of the Article with colleagues;
 - posting an electronic version of the Article on your own personal website, on your employer's website/repository and on free public servers in your subject area.
- **After acceptance:** Provided that you give appropriate acknowledgement to the Journal, AGS and Blackwell Publishing, and full bibliographic reference for the Article when it is published, you may use the accepted version of the Article as originally submitted for publication in the Journal, and updated to include any amendments made after peer review, in the following ways:
 - you may share print or electronic copies of the Article with colleagues;
 - you may use all or part of the Article and abstract, without revision or modification, in personal compilations or other publications of your own work;
 - you may use the Article within your employer's institution or company for educational or research purposes, including use in course packs;
 - 12 months after publication you may post an electronic version of the Article on your own personal website, on your employer's website/repository and on free public servers in your subject area. Electronic versions of the accepted Article must include a link to the published version of the Article together with the following text: 'The definitive version is available at www.blackwell-synergy.com'.

Please note that you are not permitted to post the Blackwell Publishing PDF version of the Article online.

All requests by third parties to re-use the Article in whole or in part will be handled by Blackwell Publishing. Any permission fees will be retained by the Journal. All requests to adapt substantial parts of the Article in another publication (including publication by Blackwell Publishing) will be subject to your approval (which is deemed to be given if we have not heard from you within 4 weeks of your approval being sought by us writing to you at your last notified address). Please address any queries to journalsrights@oxon.blackwellpublishing.com.

In signing this Agreement:

1. You hereby warrant that this Article is an original work, has not been published before and is not being considered for publication elsewhere in its final form either in printed or electronic form;
2. You hereby warrant that you have obtained permission from the copyright holder to reproduce in the Article (in all media including print and electronic form) material not owned by you, and that you have acknowledged the source;
3. You hereby warrant that this Article contains no violation of any existing copyright or other third party right or any material of an obscene, indecent, libellous or otherwise unlawful nature and that to the best of your knowledge this Article does not infringe the rights of others;
4. You hereby warrant that in the case of a multi-authored Article you have obtained, in writing, authorization to enter into this Agreement on their behalf and that all co-authors have read and agreed the terms of this Agreement;
5. You warrant that any formula or dosage given is accurate and will not if properly followed injure any person;

6. You will indemnify and keep indemnified the Editors, AGS and Blackwell Publishing against all claims and expenses (including legal costs and expenses) arising from any breach of this warranty and the other warranties on your behalf in this Agreement.

By signing this Agreement you agree that Blackwell Publishing may arrange for the Article to be:

- Published in the above Journal, and sold or distributed, on its own, or with other related material;
- Published in multi-contributor book form or other edited compilations by Blackwell Publishing;
- Reproduced and/or distributed (including the abstract) throughout the world in printed, electronic or any other medium whether now known or hereafter devised, in all languages, and to authorize third parties (including Reproduction Rights Organizations) to do the same;
- You agree to Blackwell Publishing using any images from the Article on the cover of the Journal, and in any marketing material.

You authorize Blackwell Publishing to act on your behalf to defend the copyright in the Article if anyone should infringe it, although there is no obligation on Blackwell Publishing to act in this way.

As the Author, copyright in the Article remains in your name (or your employer's name if your employer owns copyright in your work).

Blackwell Publishing undertakes that every copy of the Article published by Blackwell Publishing will include the full bibliographic reference for your Article, together with the copyright statement.

BOX A: to be completed if copyright belongs to you

BOX B: to be completed if copyright belongs to your employer (e.g. HMSO, CSIRO)

The copyright holder grants Blackwell Publishing an exclusive license to publish the Article including the abstract in printed and electronic form, in all languages, and to administer subsidiary rights agreements with third parties for the full period of copyright and all renewals, extensions, revisions and revivals.

Print Name of Copyright holder:

This will be printed on the copyright line on each page of the Article. It is your responsibility to provide the correct information of the copyright holder.

BOX C: to be completed if the Article is in the public domain (e.g. US Federal Government employees)

You certify that the Article is in the public domain. No license to publish is therefore necessary.

Signature (on behalf of all co-authors (if any))

Print name: *C. Burd*

C. Burd

Date: *8/21/08*

If your employer claims copyright in your work, this form must also be signed below by a person authorized to sign for and on behalf of your employer, as confirmation that your employer accepts the terms of this license.

Signature (on behalf of the employer of the author (s))

Print name of employer:

Date:

The rights conveyed in this license will only apply upon acceptance of your Article for publication.

Data Protection: The Publisher may store your name and contact details in electronic format in order to correspond with you about the publication of your Article in the Journal. We would like to contact you from time to time with information about new Blackwell publications and services in your subject area. (For European contributors, this may involve transfer of your personal data outside the European Economic Area.) Please check the following boxes if you are happy to be contacted in this way:

(conventional mailing) (via e-mail)

Please fax the signed form to: 866 481-0146
or: 310 481-0732