

LICENSE TO PUBLISH



Manuscript Number
13-0326-RA

Journal Name
Laboratory Investigation (the "Journal")

Proposed Title of the Contribution
Myeloid expression of angiotensin converting enzyme facilitates myeloid maturation and inhibits the development of myeloid-derived suppressor cells (the "Contribution")

Author(s):
Xiao Shen, Derick Okwan-Duodu, Wendell-Lamar Blackwell, Frank Ong, Tea Janjulia, Ellen Bernstein, Serhan Alkan, Sebastien Fuchs, and Kenneth Bernstein (the "Author(s)")

To: United States & Canadian Academy of Pathology (the "Society")

- In consideration of the Society evaluating the Contribution for publication (and publishing the Contribution if the Society so decides) the Author(s) grant to the Society for the full term of copyright and any extensions thereto, subject to clause 2 below, the exclusive right and irrevocable license:
 - to edit, adapt, publish, reproduce, distribute, display and store the Contribution in all forms, formats and media whether now known or hereafter developed (including without limitation in print, digital and electronic form) throughout the world;
 - to translate the Contribution into other languages, create adaptations, summaries or extracts of the Contribution or other derivative works based on the Contribution and exercise all of the rights set forth in (a) above in such translations, adaptations, summaries, extracts and derivative works;
 - to license others to do any or all of the above; and
 - to re-license article metadata without restriction (including but not limited to author name, title, abstract, citation, references, keywords and any additional information, as determined by the Society).
- Ownership of copyright remains with the Author(s), and provided that, when reproducing the Contribution or extracts from it or the Supplementary Information (defined below), the Author(s) acknowledge first and reference publication in the Journal, the Author(s) retain only the following non-exclusive rights:
 - to reproduce the Contribution in whole or in part in any printed volume (book or thesis) of which they are the Author(s);
 - they and any academic institution where they work may reproduce the Contribution for the purpose of course teaching;
 - to post a copy of the Contribution as accepted for publication after peer review (in a locked word processing file, or a PDF version thereof) on the Author(s)' own web sites, or institutional repositories, or the Author(s)' funding body(s)' archive, six months after publication of the printed or online edition of the Journal, provided that they also link to the Contribution on the Society's web site; and
 - to reuse figures or tables created by the Author(s) and contained in the Contribution in oral presentations and other works created by them.
- The Author(s) grant to the Society for the full term of copyright and any extensions thereto the same rights that have been granted in respect of the Contribution as set out in clause 1 above, in and to all supplementary material in any form (including without limitation images, videos, tables and/or graphs) submitted by the Author(s) to the Society with or in connection with the Contribution ("Supplementary Information") but on a non-exclusive basis.
- The Society acknowledges that an earlier version of the Contribution and/or Supplementary Information may have been submitted to a pre-print service (in accordance with that service's standard license terms).
- The Author(s) jointly and severally warrant and represent to the Society and Nature America, Inc. trading as Nature Publishing Group ("NPG") that:
 - the Author(s) are the sole Author(s) of and sole owners of the copyright in the Contribution and the Supplementary Information and the Contribution and the Supplementary Information is the original work of the Author(s) and not copied (in whole or part) from another work. If however the Contribution or the Supplementary Information includes materials from other sources, the Author(s) warrant they have obtained the permission of the owners of the copyright in all such materials to enable them to grant the rights contained herein. Copies of all such permissions are attached to this license;
 - all of the facts contained in the Contribution and the Supplementary Information are true and accurate;
 - the signatory (the Author or the employer) who has signed this Agreement below has full right, power and authority to enter into this Agreement and grant the rights herein on behalf of all of the Authors;
 - nothing in the Contribution or the Supplementary Information is obscene, defamatory, libelous, violates any right of privacy or publicity, infringes any intellectual property rights (including without limitation copyright, patent, database or trademark rights) or any other human, personal or other rights of any person or entity or is otherwise unlawful; and
 - nothing in the Contribution or the Supplementary Information infringes any duty of confidentiality which any of the Author(s) may owe to anyone else or violates any contract, express or implied, of any of the Author(s) and all of the institutions in which work recorded in the Contribution or the Supplementary Information was created or carried out, have authorized such publication.
- The Author(s) authorize the Society to take such steps as it considers necessary at its own expense in the Author(s) name and on their behalf if the Society believes that a third party is infringing or is likely to infringe copyright in the Contribution and/or Supplementary Information including but not limited to initiating legal proceedings.
- The Author(s) hereby waive or agree not to assert (where such waiver is not possible at law) any and all moral rights they may now or in the future hold in connection with the Contribution and the Supplementary Information.
- The Author(s) shall cooperate fully with the Society in relation to any legal action that might arise from the publication of the Contribution and/or Supplementary Information and the Author(s) shall give the Society access at reasonable times to any relevant accounts, documents and records within the power or control of the Author(s).
- The Author(s) agree that NPG is intended to have the benefit of and shall have the right to enforce the terms of this Agreement.
- If the Contribution is rejected by the Society and not published, all rights under this license shall revert to the Author(s).
- This Agreement shall be governed by the laws of the State of New York, without regards to any conflict of law provisions. The parties submit to the exclusive jurisdiction of the courts located in New York, New York.

Signed for and on behalf of the Author(s)

Print name:
Xiao Shen

Date:
12/29/2013

Address

Cedars-Sinai medical Center, Davis 2019, 8700 Beverly Blvd.
Los Angeles, CA 90048