

Ecosphere

Published by Wiley on behalf of Ecological Society of America (the "Owner")

LICENSE AGREEMENT FOR PUBLISHING CC-BY

Date: May 21, 2019

Contributor name: Katie Walker

Contributor address:

Manuscript number: ECS18-0825.R1

Re: Manuscript entitled Hurricane Sandy and engineered response created habitat for a threatened shorebird (the "Contribution")

for publication in Ecosphere (the "Journal")

published by Wiley Periodicals, Inc. ("Wiley")

Dear Contributor(s):

Thank you for submitting your Contribution for publication. In order to expedite the editing and publishing process and enable Wiley to disseminate your Contribution to the fullest extent, we need to have this Agreement executed. If the Contribution is not accepted for publication, or if the Contribution is subsequently rejected, this Agreement will be null and void.

Publication cannot proceed without a signed copy of this Agreement and payment of the appropriate article publication charge.

A. TERMS OF USE

1. The Contribution will be made Open Access under the terms of the [Creative Commons Attribution License](#) which permits use, distribution and reproduction in any medium, provided that the Contribution is properly cited.
2. For an understanding of what is meant by the terms of the Creative Commons License, please refer to [Wiley's Open Access Terms and Conditions](http://www.wileyauthors.com/OAA) (<http://www.wileyauthors.com/OAA>).

3. The Contributor may make use of the submitted and peer reviewed versions of the Contribution prior to publication, provided that the final Contribution is cited appropriately as set forth in paragraph E below. Nothing herein shall permit dual publication in violation of journal ethical practices.
4. The Owner (and Wiley, where Wiley is not the Owner) reserves the right to require changes to the Contribution, including changes to the length of the Contribution, as a condition of acceptance. The Owner (and Wiley, where Wiley is not the Owner) reserves the right, notwithstanding acceptance, not to publish the Contribution if for any reason such publication would in the reasonable judgment of the Owner (and Wiley, where Wiley is not the Owner), result in legal liability or violation of journal ethical practices. If the Owner (or Wiley, where Wiley is not the Owner) decides not to publish the Contribution, no Article Processing Charge or any other fee shall be charged. The Contributor is free to submit the Contribution to any other journal from any other publisher.

B. RETAINED RIGHTS

The Contributor or, if applicable, the Contributor's employer, retains all proprietary rights in addition to copyright, such as patent rights in any process, procedure or article of manufacture described in the Contribution.

C. LICENSE

Owner, Wiley (where Wiley is not the Owner), and users have non-exclusive rights under the terms of the Creative Commons Attribution License.

D. CONTRIBUTIONS OWNED BY EMPLOYER

If the Contribution was written by the Contributor in the course of the Contributor's employment (as a "work-made-for-hire"), and the employer owns the copyright in the Contribution, the employer company/institution must execute this Agreement (in addition to the Contributor) in the space provided below.

E. COPYRIGHT NOTICE

Owner (and Wiley, where Wiley is not the Owner), the Contributor, and the company/institution agree that any and all copies of the Contribution or any part thereof distributed or posted by them in print or electronic format as permitted herein will include the notice of copyright as stipulated in the Journal and a full citation to the final published version of the Contribution in the Journal as published by Wiley.

F. CONTRIBUTOR'S REPRESENTATIONS

The Contributor represents that: (i) the Contribution is the Contributor's original work, all individuals identified as Contributors actually contributed to the Contribution, and all individuals who contributed are included; (ii) if the Contribution was prepared jointly, the Contributor has

informed the co-Contributors of the terms of this Agreement and has obtained their signed written permission to execute this Agreement on their behalf as their agent; (iii) the Contribution is submitted only to this Journal and has not been published before, has not been included in another manuscript, and is not currently under consideration or accepted for publication elsewhere; (iv) if excerpts from copyrighted works owned by third parties are included, the Contributor shall obtain written permission from the copyright owners for all uses as set forth in the standard permissions form or the Journal's Author Guidelines, and show credit to the sources in the Contribution; (v) the Contribution and any submitted Supporting Information contains no libelous or unlawful statements, does not infringe upon the rights (including without limitation the copyright, patent or trademark rights) or the privacy of others, or contain material or instructions that might cause harm or injury and only utilize data that has been obtained in accordance with applicable legal requirements and Journal policies; (vi) there are no conflicts of interest relating to the Contribution, except as disclosed. Accordingly, the Contributor represents that the following information shall be clearly identified on the title page of the Contribution: (1) all financial and material support for the research and work; (2) any financial interests the Contributor or any co-Contributors may have in companies or other entities that have an interest in the information in the Contribution or any submitted Supporting Information (e.g., grants, advisory boards, employment, consultancies, contracts, honoraria, royalties, expert testimony, partnerships, or stock ownership); and (3) indication of no such financial interests if appropriate.

Wiley reserves the right, notwithstanding acceptance, to require changes to the Contribution, including changes to the length of the Contribution, and the right not to publish the Contribution if for any reason such publication would in the reasonable judgment of Wiley, result in legal liability or violation of journal ethical practices.

G. USE OF INFORMATION

The Contributor acknowledges that, during the term of this Agreement and thereafter, the Owner (and Wiley, where Wiley is not the owner) may process the Contributor's personal data, including storing or transferring data outside of the country of the Contributor's residence, in order to process transactions related to this Agreement and to communicate with the Contributor. By entering into this Agreement, the Contributor agrees to the processing of the Contributor's personal data (and, where applicable, confirms that the Contributor has obtained the permission from all other contributors to process their personal data). Wiley shall comply with all applicable laws, statutes and regulations relating to data protection and privacy and shall process such personal data in accordance with Wiley's Privacy Policy located at:

<https://www.wiley.com/en-us/privacy>.

[X] I agree to the OPEN ACCESS AGREEMENT as shown above, consent to execution and delivery of the Open Access Agreement electronically and agree that an electronic signature shall be given the same legal force as a

handwritten signature, and have obtained written permission from all other contributors to execute this Agreement on their behalf.

Contributor's signature (type name here): Katie Walker

Date: May 21, 2019

SELECT FROM OPTIONS BELOW:

Contributor-owned work

U.S. Government work

Note to U.S. Government Employees

*A contribution prepared by a U.S. federal government employee as part of the employee's official duties, or which is an official U.S. Government publication, is called a "U.S. Government work", and is in the public domain in the United States. If the Contribution was not prepared as part of the employee's duties or is not an official U.S. government publication, it is not a U.S. Government work. Contributor acknowledges that the Contribution will be published in the United States and other countries. Please sign the form to confirm Contributor Representations. If at least one author is **not** a U.S. government employee, then the non-government author should also sign the form, indicating agreement to publication on CC-BY basis and selecting the appropriate additional ownership selection option. If more than one author is not a U.S. government employee, one may sign on behalf of the others.*

U.K. Government work (Crown Copyright)

The rights in a contribution prepared by an employee of a UK government department, agency or other Crown body as part of his/her official duties, or which is an official government publication, belong to the Crown and must be made available under the terms of the Open Government License. Contributors must ensure they comply with departmental regulations and submit the appropriate authorisation to publish. If your status as a government employee legally prevents you from signing this Agreement, please contact the Journal production editor. If this selection does not apply to at least one author in the group, this author should also sign the form, indicating agreement to publication on CC-BY basis and selecting the appropriate additional ownership selection option. If this applies to more than one author, one may sign on behalf of the others.

Other

Including Other Government work or Non-Governmental Organisation work

Note to Non-U.S., Non-U.K. Government Employees or Non-Governmental Organisation Employees

If you are employed by the World Health Organization or UNU-WIDER, please download a copy of the license agreement from <http://www.wileyauthors.com/licensingFAQ> and upload the form to the Wiley Author Services Dashboard. If your status as a government or non-governmental organisation employee legally prevents you from signing this Agreement, please contact the Journal production editor. If this selection does not apply to at

least one author in the group, this author should also sign the form, indicating agreement to publication on CC-BY basis and selecting the appropriate additional ownership selection option. If this applies to more than one author, one may sign on behalf of the others.

Name of Government/Non-Governmental Organisation:

[] Company/institution owned work (made for hire in the course of employment)

If this selection does not apply to at least one author in the group, this author should also sign the form, indicating agreement to publication on CC-BY basis and selecting the appropriate additional ownership selection option. If this applies to more than one author, one may sign on behalf of the others.

Name of Company/Institution:

Authorized Signature of Employer:

Date:

Signature of Employee:

Date:
