Taylor & Francis Group plc

PUBLISHING AGREEMENT

This is an agreement under which you, the author, assign copyright in your Article to Taylor & Francis Group, LLC (hereinafter 'Taylor & Francis') to allow us to publish your Article, including abstract, tables, figures, data, and supplemental material hosted by us, as the Version of Record (VoR) in the Journal for the full period of copyright throughout the world, in all forms and all media, subject to the Terms & Conditions below.

Article (the "Article") entitled:	Intersectionality of social identity, trauma, and education: a first-generation college student's reflective journey
Article DOI:	10.1080/15595692.2024.2339417
Author(s):	Sr. Richard De La Garza
To publish in the Journal:	Diaspora, Indigenous, and Minority Education
Journal ISSN:	1559-5706

STATEMENT OF ORIGINAL COPYRIGHT OWNERSHIP / CONDITIONS

In consideration of the publication of the Article, you hereby grant with full title guarantee all rights of copyright and related rights in the above specified Article as the Version of Scholarly Record which is intended for publication in all forms and all media (whether known at this time or developed at any time in the future) throughout the world, in all languages, for the full term of copyright, to take effect if and when the Article is accepted for publication in the Journal.

ASSIGNMENT OF PUBLISHING RIGHTS

I hereby assign Taylor & Francis with full title guarantee all rights of copyright and related publishing rights in my Article, in all forms and all media (whether known at this time or developed at any time in the future) throughout the world, in all languages, where our rights include but are not limited to the right to translate, create adaptations, extracts, or derivative works and to sub-license such rights, for the full term of copyright (including all renewals and extensions of that term), to take effect if and when the Article is accepted for publication. If a statement of government or corporate ownership appears above, that statement modifies this assignment as described.

I confirm that I have read and accept the full Terms & Conditions below including my author warranties, and have read and agree to comply with the Journal's policies on peer review and publishing ethics.

Signed and dated: **Sr. Richard De La Garza, 22 April 2024 20:34 (UTC Europe/London)**

Taylor & Francis Group, LLC, 22 April 2024 20:34 (UTC Europe/London)

THIS FORM WILL BE RETAINED BY THE PUBLISHER.

<h1 style="text-align:center">ASSIGNMENT OF COPYRIGHT: TERMS & CONDITIONS</h1>

DEFINITION

1. Your Article is defined as comprising (a) your Accepted Manuscript (AM) in its final form; (b) the final, definitive, and citable Version of Record (VoR) including the abstract, text, bibliography, and all accompanying tables, illustrations, data, and media; and (c) any supplemental material hosted by Taylor & Francis. This assignment and these Terms & Conditions constitute the entire agreement and the sole understanding between you and us ('agreement'); no amendment, addendum, or other communication will be taken into account when interpreting your and our rights and obligations under this agreement, unless amended by a written document signed by both of us.

TAYLOR &FRANCIS' RESPONSIBILITIES

2. If deemed acceptable by the Editors of the Journal, we shall prepare and publish your Article in the Journal. We may post your Accepted Manuscript in advance of the formal publication of the VoR. We reserve the right to make such editorial changes as may be necessary to make the Article suitable for publication, or as we reasonably consider necessary to avoid infringing third-party rights or breaching any laws; and we reserve the right not to proceed with publication for whatever reason.

3. Taylor & Francis will deposit your Accepted Manuscript (AM) to any designated institutional repository including PubMedCentral (PMC) with which Taylor & Francis has an Article deposit agreement; see 4 iv (a) below.

RIGHTS RETAINED BY YOU AS AUTHOR

4. These rights are personal to you, and your co-authors, and cannot be transferred by you to anyone else. Without prejudice to your rights as author set out below, you undertake that the fully reference-linked Version of Record (VOR) will not be published elsewhere without our prior written consent. You assert and retain the following rights as author(s):

    i. The right to be identified as the author of your Article, whenever and wherever the Article is published, as defined in US Law 94-553 (Copyright Act) and, so far as is legally possible, any corresponding rights we may have in any territory of the world.
    ii. The right to retain patent rights, trademark rights, or rights to any process, product or procedure described in your Article.
    iii. The right to post and maintain at any time the Author's Original Manuscript (AOM; your manuscript in its original and unrefereed form; a 'preprint').
    iv. The right to post at any time after publication of the VoR your AM (your manuscript in its revised after peer review and accepted for publication form; a 'postprint') as a digital file on your own personal or departmental website, provided that you do not use the VoR published by us, and that you include any amendments or deletions or warnings relating to the Article issued or published by us; and with the acknowledgement: 'The Version of Record of this manuscript has been published and is available in <JOURNAL TITLE> <date of publication> http://www.tandfonline.com/<Article DOI>.'
        a. Please note that embargoes apply with respect to posting the AM to an institutional or subject repository. For further information, please see our list of journals with applicable embargo periods. For the avoidance of doubt, you are not permitted to post the final published paper, the VoR published by us, to any site, unless it has been published as Open Access on our website.
        b. If, following publication, you or your funder pay an Article Publishing Charge for retrospective Open Access publication, you may then opt for one of three licenses: CC BY, CC BY-NC, or CC BY-NC-ND; if you do not respond, we shall assign a CC BY licence. All rights in the Article will revert to you as author.
    v. The right to share with colleagues copies of the Article in its published form as supplied to you by Taylor & Francis as a digital eprint or printed reprint on a non-commercial basis.
    vi. The right to make printed copies of all or part of the Article on a non-commercial basis for use by you for lecture or classroom purposes provided that such copies are not offered for sale or distributed in any systematic way, and provided that acknowledgement to prior publication in the Journal is given.
    vii. The right, if the Article has been produced within the scope of your employment, for your employer to use all or part of the Article internally within the institution or company on a non-commercial basis provided that acknowledgement to prior publication in the Journal is given.
    viii. The right to include the Article in a thesis or dissertation that is not to be published commercially, provided that acknowledgement to prior publication in the Journal is given.
    ix. The right to present the Article at a meeting or conference and to distribute printed copies of the Article to the delegates attending the meeting provided that this is not for commercial purposes and provided that acknowledgement to prior publication in the Journal is given.
    x. The right to use the Article in its published form in whole or in part without revision or modification in personal compilations, or other publications of your own work, provided that acknowledgement to prior publication in the Journal is given.
    xi. The right to expand your Article into book-length form for publication provided that acknowledgement to prior publication in the Journal is made explicit (see below). Where permission is sought to re-use an Article in a book chapter or edited collection on a commercial basis a fee will be due, payable by the publisher of the new work. Where you as the author of the Article have had the lead role in the new work (i.e., you are the author of the new work or the editor of the edited collection), fees will be waived. Acknowledgement to prior publication in the Journal should be made explicit (see below):

        Acknowledgement: This <chapter or book> is derived in part from an Article published in <JOURNAL TITLE> <date of publication> <copyright Taylor & Francis>, available online: http://www.tandfonline.com/<Article DOI>

If you wish to use your Article in a way that is not permitted by this agreement, please contact journalpermissions@tandf.co.uk

WARRANTIES MADE BY YOU AS AUTHOR

5. You warrant that:
    i. All persons who have a reasonable claim to authorship are named in the Article as co-authors including yourself, and you have not fabricated or misappropriated anyone's identity, including your own.

ii. You have been authorized by all such co-authors to sign this agreement as agent on their behalf, and to agree on their behalf the priority of the assertion of copyright and the order of names in the publication of the Article.
iii. The Article is your original work, apart from any permitted third-party copyright material you include, and does not infringe any intellectual property rights of any other person or entity and cannot be construed as plagiarizing any other published work, including your own published work.
iv. The Article is not currently under submission to, nor is under consideration by, nor has been accepted by any other journal or publication, nor has been previously published by any other journal or publication, nor has been assigned or licensed by you to any third party.
v. The Article contains no content that is abusive, defamatory, libelous, obscene, fraudulent, nor in any way infringes the rights of others, nor is in any other way unlawful or in violation of applicable laws.
vi. Research reported in the Article has been conducted in an ethical and responsible manner, in full compliance with all relevant codes of experimentation and legislation. All Articles which report in vivo experiments or clinical trials on humans or animals must include a written statement in the Methods section that such work was conducted with the formal approval of the local human subject or animal care committees, and that clinical trials have been registered as applicable legislation requires.
vii. Any patient, service user, or participant (or that person's parent or legal guardian) in any research or clinical experiment or study who is described in the Article has given written consent to the inclusion of material, text or image, pertaining to themselves, and that they acknowledge that they cannot be identified via the Article and that you have anonymized them and that you do not identify them in any way. Where such a person is deceased, you warrant you have obtained the written consent of the deceased person's family or estate.
viii. You have complied with all mandatory laboratory health and safety procedures in the course of conducting any experimental work reported in your Article; your Article contains all appropriate warnings concerning any specific and particular hazards that may be involved in carrying out experiments or procedures described in the Article or involved in instructions, materials, or formulae in the Article; your Article includes explicitly relevant safety precautions; and cites, if an accepted Standard or Code of Practice is relevant, a reference to the relevant Standard or Code.
ix. You have acknowledged all sources of research funding, as required by your research funder, and disclosed any financial interest or benefit you have arising from the direct applications of your research.
x. You have obtained the necessary written permission to include material in your Article that is owned and held in copyright by a third party, which shall include but is not limited to any proprietary text, illustration, table, or other material, including data, audio, video, film stills, screenshots, musical notation and any supplemental material.
xi. You have read and complied with our policy on publishing ethics.
xii. You have read and complied with the Journal's Instructions for Authors.
xiii. You have read and complied with our guide on peer review.
xiv. You will keep us and our affiliates indemnified in full against all loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by us as a result of your breach of the warranties given in this agreement.
xv. You consent to allowing us to use your Article for marketing and promotional purposes.

GOVERNING LAW

6. This agreement (and any dispute, proceeding, claim or controversy in relation to it) is subject to US copyright law.