

[DATE]

### ***Connecticut Law Review* Publication Agreement**

The following is an agreement between \_\_\_\_\_ (the “Author”) and the *Connecticut Law Review* (the “Journal”). This Agreement governs the article, \_\_\_\_\_ (the “Work”).

#### **I. Author’s Grant of Rights**

- A. Except as provided in Paragraph II, the Author grants to the Journal the rights to reproduce and distribute the Work in the Journal, in facsimile reprints or microforms, as a contribution to a collection published by the Journal, and by means of an Internet site over which the Journal exercises effective control, and also by means of a third-party online legal information provider, such as, but not limited to, LEXIS-NEXIS and Westlaw.
- B. The Journal’s rights provided in Paragraph I.A shall be exclusive for a period beginning when this Agreement is executed and ending one (1) year after publication of the Work.
- C. After the Work has been published in the Journal, the Journal shall have the right, after notification of the Author, to authorize another party to reproduce and distribute the Work in the forms specified in Paragraph I.A.
- D. The Author grants the above rights without claim of royalties or other compensation.

#### **II. Author’s Ownership of Copyright and Reservation of Rights**

- A. The copyright in the Work shall remain with the Author. The Author retains the rights:
  - (1) To reproduce and distribute the Work, and to authorize others to reproduce and distribute the Work, in any format, to students for classroom use, at or below cost;
  - (2) To include the Work, in whole or part, in another work of which the Author is the sole or joint author or editor, or to submit a work for publication that is substantially the same as the Work to another periodical, or to otherwise publish the Work in any form, including but not limited to book, journal, or magazine one (1) year after publication of the Work in the Journal, subject to the following conditions:
    - (a) Should the Author wish to publish the Work in the aforementioned manner within the one-year period following publication in the

Journal or before final publication in the Journal, the Author shall obtain the **permission** of the Journal for such publication;

- (b) In whatever form such publication takes place, or whether such publication takes place with permission of the Journal pursuant to Paragraph II.A.(2)(a) above, such Work must **identify** the Author, the Journal volume, the Journal's abbreviated name (Conn. L. Rev.), the page of the Journal on which the Work begins, and the year of the Work's publication in the Journal in parentheses, as illustrated by the following example:

Robert A. Smith, 39 CONN. L. REV. 300 (2007).

- (c) Whether such publication takes place with permission of the Journal or after the one-year period following publication in the Journal, the Author shall give **notice** to the Journal of intent to publish as well as the form of such publication;
- (3) To post an electronic version of the Work on a non-commercial online repository (such as SSRN).
- (a) If the Author posts a draft of the Work before the Work is published in the Journal, the Author shall identify the Work as a draft, indicate that it is "forthcoming" in the "*Connecticut Law Review*" and include any citation information available at that time (pursuant to Paragraph II.A.(2)(b)).
- (b) Once the Work is published by the Journal, if the Author wishes to keep the Work posted to a non-commercial online repository, he or she must post the final electronic version of the Work as published by the Journal and provided to the Author pursuant to Paragraph V.D.(2). The Author may continue to post the earlier drafts on the non-commercial online repository as long as they are identified as drafts.

### III. Author's Warranties and Undertakings

A. The Author warrants that to the best of the Author's knowledge:

- (1) The Author is the SOLE author of the Work and has the power to convey the rights granted in this Agreement;
- (2) The Work has not previously been published, in whole or in part, except as follows:

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- (3) The Work does not infringe the copyright or property right of another.
- B. If the Work reproduces any textual or graphic material that is the property of another for which permission is required, the Author shall obtain written consent to such reproduction.

#### **IV. Litigation**

- A. If a claim is asserted against the Journal as a result of the Author's alleged breach of this Agreement or the warranties herein, the Author shall be promptly notified. The Author shall have the right to participate in the Journal's response to and defenses against such claim, and the Journal shall not settle such claim without the Author's approval. If a settlement requires the Journal to make a money payment, or a money judgement is rendered against the Journal, the Author shall reimburse the Journal for the amount of such payment or judgment, and shall pay the costs and expenses reasonably incurred by the Journal in defending against the claim.
- B. The Journal shall have the power, after giving notice to the Author, to initiate legal proceedings against persons or entities believed to be infringing the rights granted by the Author to the Journal. The Author agrees to cooperate reasonably in the institution and maintenance of such proceedings. Damages recovered in such proceedings shall be applied first toward the Journal's reasonable costs and expenses incurred in the proceedings, and the balance shall be divided equally between the Author and the Journal.

#### **V. Editing, Printing, and Publication**

- A. The Author authorizes the Journal to edit and revise the Work prior to publication in the Journal, but the Work shall not be published by the Journal unless it is acceptable in its final form to both the Author and the Journal.
- B. The Author agrees to comply with the Journal's publishing deadlines and to cooperate fully with the Journal's review and editing process. If the Author is unable to comply with any deadlines set forth, the Author shall immediately contact the Journal and request additional time. The Journal reserves the right to amend the publication date or revoke publication should production delays so warrant.
- C. In the event that the Work is preempted, the Journal reserves the right to amend the publication date upon amelioration of the Work or revoke publication.
- D. Promptly after publication, the Journal shall give the Author, without charge:
  - (1) Twenty-five (25) copies of the Work bound in the cover of the issue in which it appears. If requested by the Author, additional copies may be

ordered at the Author's expense, in lots of one hundred (100). At the time that the issue goes to press, the Journal will forward an order form to allow the Author to order reprints through the Journal. After this time, orders must be placed through Western Newspaper Publishing Company or Fred B. Rothman & Company; and

- (2) An electronic copy of the final published version of the Work, as well as the cover and table of contents of the issue in which the Work was published, in Portable Document Format (PDF).

## **VI. Final Agreement**

This Agreement constitutes the sole agreement between the Author and the Journal with respect to the publication and copyright of the Work. Any modifications of or additions to the terms of this Agreement shall be in writing.

**Author:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Please print name: \_\_\_\_\_

**Journal:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Editor-in-Chief: \_\_\_\_\_