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**Section of Real Property, Trust and Estate Law**  
**Reprint Permission Policies**

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**3. Rights of Authors**

- A. All Authors sign a copyright agreement with the ABA that gives the ABA, certain rights. **Attachment A** summarizes the terms of the copyright agreement.
- B. The copyright agreement gives the ABA the right of first publication of the Author's work, but it is non-exclusive. This means that an Author does not need to

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- A. When the ABA receives a request for reprinting its published materials from anyone other than the authors of such materials, a fee will normally be charged to use copyrighted material. A portion of the collected fee goes to support the RPTE Section's publishing efforts. The standard formula for calculating the fee is as follows:

$$\text{Pages} \times \$0.10 \times \text{copies} = \text{fee}$$

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- C. It is the policy of the RPTE Section that, when reprints are being used by a for-profit organization or publisher, the fee will not be waived. If the ABA and the RPTE Section determine that the publisher is a not-for-profit organization, a waiver of the fee will be considered.
- D. Some examples of how fees are charged based on differing circumstances are provided in **Attachment B**.

#### 5. Requesting and Obtaining Reprint Permission from the ABA

- A. Requests to the ABA to reprint 100 or fewer copies of any article from an RPTE Section periodical are made through the Copyright Clearance Center at <http://www.copyright.com>. The fee (if the requester is anyone other than the Author of the subject work) is calculated immediately, and immediate permission can be granted.
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- C. All requests for reprints to the ABA must be made as provided above; no requests are accepted by telephone.

- D. The standard response time for a reprint request to the ABA is approximately 10 business days. However, responses to requests will be delayed if the information supplied is incomplete, incorrect, or missing. As noted above, requests to the Copyright Clearance Center are normally granted immediately.
- E. All permissions granted by the ABA are for a single usage only.
- F. No reprint permission, whether from the ABA or the Copyright Clearance Center, will extend to any Excluded Materials.

**6. Other Useful Information**

- A. The ABA does not provide hard or electronic copies of the requested reprint content.
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- E. No permission is required to link to any ABA publication that is publicly available on the ABA's website. Permission is required, however, to link to materials that are not publicly available (for example, materials that are made available only to ABA or RPTE Section members, such as *Probate & Property* and the *Real Property, Trust and Estate Law Journal*). If permission is granted, the requested material will be made generally available.

**Attachments**

- A: 2011-2012 Author's Information – Periodical, Newsletters & Website Content Contributors
- B. Some Common Types of Reprint Requests and Responses
- C: Reprint Request Form, from [http://www.americanbar.org/content/dam/aba/publications/final\\_2011\\_2012\\_Form\\_authcheckdam.pdf](http://www.americanbar.org/content/dam/aba/publications/final_2011_2012_Form_authcheckdam.pdf).

# Attachment A



## COPYRIGHTS & CONTRACTS

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2011-2012

## AUTHOR'S INFORMATION-PERIODICAL, NEWSLETTERS & WEBSITE CONTENT CONTRIBUTORS

(This information assumes that the copyright owner is the author. If the author is not the copyright owner, then the information applies to the entity that is the copyright owner.)

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## Attachment B

### Some Common Types of Reprint Requests and Responses

Type of Request	Action
A law school professor requests permission to hand out a photocopy of a fifteen-page article written by another law school professor to his class of 150 students.	The ABA will normally grant this request. The fee is calculated at the rate of 15 (number of pages) x \$0.10 per page x 150 (number of students). However, only the text of the article may be photocopied, not any associated Excluded Material.
A law school professor requests permission to hand out a copy of a fifteen-page article written by another law school professor to her class of 45 students.	Because the request is to reprint fewer than 100 copies, the request must be referred to the Copyright Clearance Center, and the fee is calculated and permission granted through the online system. If permission is granted, however, only the text of the article may be photocopied, not any associated Excluded Material.
A law school professor is writing a book for a commercial publisher, and would like to use a five-page ABA Formal Opinion in his book. The book will have a print run of 1,000, and be sold for \$195.00.	The ABA will normally grant this request. The fee is calculated at the rate of 5 (number of pages) x \$0.10 per page x 1000 (number of copies) for a total of \$500.00. The ABA's Copyrights & Contracts Department will contact the RPTE Section Director for approval and then respond to the requester. The resulting fee generated will be split 20/80 between the ABA and the RPTE Section.
A law school professor is writing an article for a not-for-profit publisher, and would like to include a portion of an article that was previously published in the <i>Real Property, Trust and Estate Law Journal</i> .	The ABA will normally grant this request, and because the proposed publisher is a not-for-profit organization, the ABA and the RPTE Section will not charge a fee.
A law school professor is writing a book for a commercial publisher, and would like to include in the book her article that was previously published in <i>Probate &amp; Property</i> .	Because the professor is the author of the article, and because it has already been published, the professor is free to use the text of her work, as it was published in <i>Probate &amp; Property</i> . She need not request permission to include the text of the article in her book.
A practitioner has written an article that is to appear in the <i>Real Property, Trust and Estate Law Journal</i> early next year, and would like to submit the article to the American College of Real Estate Lawyers for publication by that organization next month.	Because the practitioner's copyright agreement with the ABA gives the ABA the exclusive right of first publication of the article, the practitioner may not allow its publication elsewhere before it is published in the <i>Real Property, Probate &amp; Trust Law Journal</i> .

# Attachment C

## Reprint Request Form



<p><b>*ALL INFORMATION IN RED MUST BE COMPLETED</b>                  *If you are having trouble submitting this form, please email to: <a href="mailto:copyright@americanbar.org">copyright@americanbar.org</a>                  *Please note the ABA supplies permission but not the copyrighted content itself.</p>	
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