

## STANDARD AUTHOR AGREEMENT

**This Agreement** made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the American Bar Association on behalf of its \_\_\_\_\_, 321 N. Clark Street, Chicago, Illinois 60654 (hereinafter referred to as the “ABA”) and Author 1 with an address of \_\_\_\_\_, (the “Author(s)”).

### 1. DESCRIPTION OF THE WORK

- (a) The Author(s) agree(s) to create and deliver to the ABA the complete and final version of a work tentatively entitled \_\_\_\_\_ (the “Work”) consisting of approximately \_\_\_\_\_.

### 2. GRANT OF RIGHTS

- (a) The Author grants and assigns exclusively to the ABA, all rights in the Work and all revisions thereof and derivative works therefrom, throughout the world, including but not limited to all rights of copyright (including any renewals, extensions or revivals of copyright, together with all rights enjoyed by an author under the laws of the U.S. and foreign countries), the right to grant and/or license any part or all of these rights to third parties, and all rights to the title of the Work.
  - i) The rights granted above include, but are not limited to, the right to use the Work, or any portion thereof, alone or in conjunction with other materials, in all types of electronic, digital and computer-based media and technologies, now existing or hereafter developed, as well as the storage, retrieval, transmission, display, output and reproduction of data through any such media and technologies.
- (b) The ABA has the right to register in its name, the copyright and any renewals or extensions thereof, in and to all editions of the Work in the United States and elsewhere. Author hereby irrevocably appoints the ABA, its successors and assigns, as Author’s attorney in fact with power of substitution in the name of the ABA to execute on Author’s behalf any and all documents necessary to protect the rights granted to the Publisher under this Agreement. Author agrees to execute any document that the ABA may deem necessary to assure or perfect the rights granted hereunder.

### 3. DELIVERY

- (a) Author will deliver the manuscript of the Work (the “Manuscript”) to the ABA no later than \_\_\_\_\_, cleared of all necessary permissions and which style and content is professionally competent and fit for publication, and in the ABA’s reasonable judgment, is suitable for the market for which the Work is intended. The Manuscript, inclusive of all tables, charts, photographs, and other illustrative materials, if applicable, will be delivered to the ABA in form and content satisfactory to the ABA, suitable for use by a compositor, and in typed or electronic format as specified by the Publisher. Author agrees to retain a duplicate of Manuscript submitted to the Publisher.
- (b) If any portion or all of the Manuscript as described above is not delivered when due, or is not acceptable in the Publisher's editorial determination, then the

- Publisher may choose to request the Author to submit or resubmit the Work in acceptable form by an extended delivery date set forth in writing by the Publisher. If the Publisher determines that the Author is unable, or if the Author fails, to deliver the Work in length, form and content satisfactory to the Publisher by such extended date, then the Publisher may elect either to (i) retain the services of other competent persons selected by the Publisher to complete the Work to the Publisher's satisfaction and deduct the cost thereof from amounts otherwise becoming due to the Author or (ii) terminate this Agreement, subject to repayment by the Author of all amounts previously paid by the Publisher on account of the Work.
- (c) All expenses for preparation and delivery of the Manuscript are the responsibility of the Author.

#### **4. Preparation of the Work; Corrections**

- (a) The Publisher is authorized to make such editorial changes in the Work as it deems necessary or desirable, and it will give the Author such opportunity to review these changes as is permissible within the publication schedule established by the Publisher.
- (b) The Author agrees to read and correct all galley and page proofs or electronic prototypes of the Work and all revisions thereof, and return the same with all necessary corrections within ten (10) days of receipt. If the Author fails or is unable to comply with these requirements, the Publisher may (i) have such proofs or prototypes reviewed and corrected by others, and charge the cost, if any, to the Author; or (ii) publish the Work as submitted.
- (c) The Author will promptly notify the Publisher of any factual errors, omissions or changes in the subject matter which affect the accuracy or completeness of the Work due to court rulings, changes in statutory laws, policies or codes occurring after the final manuscript has been delivered to the ABA; the cost of any such factual corrections will be borne by the Publisher.
- (d) The Author will pay the cost of alterations to the galley, page proofs or electronic prototypes in excess of ten percent (10%) of the cost of the original composition within thirty (30) days after receipt of statement.
- (e) At the Publisher's request, the Author agrees to prepare an index for the Work and submit it in accordance with the Publisher's schedule.

#### **5. PUBLICATION**

- (a) Publisher shall have the right to publish the Work in such format and style as it deems appropriate. The Publisher will be responsible for all costs and decisions related to the publication, promotion, distribution, sale, licensing or other disposition of the Work.

#### **6. PAYMENT**

- (a) In consideration for the rights granted under this Agreement, and provided that Author has delivered the Manuscript of the Work in accordance with section 3 and the ABA has deemed said manuscript acceptable, the Publisher agrees to pay the Author the following royalties from all sales of the Work published by the

ABA, less returns, credits, taxes, and bookkeeping adjustments that are necessary to accurately reflect the amount of gross revenues:

- i) \_\_\_\_\_% of gross revenues on all copies sold, including any copies sold of the entire Work in an electronic format either published or licensed to another party by the ABA;
  - ii) Fifty percent (50%) from licensing by the ABA of subsidiary rights to the entire Work, including reprint, book club, translation, dramatization, serialization, abridgment, and other rights not specifically set out herein;
  - iii) The ABA may distribute free copies for review or promotion and may license others to publish selections from the Work for appropriate purposes to benefit its sale, with no payment of royalties to the Author.
- (b) Notwithstanding the above, no royalties will be due on copies of the Work furnished without charge, damaged copies, copies supplied to the Author or any contributors, copies donated by the Publisher, or copies sold at less than the Publisher's cost of production.
- (c) If applicable, all amounts payable under this section 6 will be divided among the Author(s) as follows: \_\_\_\_\_ - \_\_\_\_\_%                      \_\_\_\_\_ - \_\_\_\_\_ %

## **7. ACCOUNTING STATEMENTS**

- (a) The Publisher will account to the Author annually, on or before December 31 for the year ending August 31. The Publisher will be entitled to withhold from all payments of net profits a reasonable reserve for estimated returns of the Work, which reserve will be adjusted by the Publisher from time to time as appropriate in view of historical returns experience.
- (b) Any amounts due to the Publisher under this or any other agreement (as a result, for example, of an overpayment) may be deducted by the Publisher from any sums due to the Author under this or any other agreement.

## **8. AUTHOR COPIES**

- (a) The ABA will present Author with \_\_\_\_\_ free copies of the Work upon publication. The Author may purchase copies of the Work for personal use and not for resale at a discount of forty percent (40%) from the suggested retail price, plus shipping and handling charges.

## **9. DESIGNATION AS AUTHOR**

- (a) If more than one person comprises the Author of the Work under this Agreement, the Publisher may credit as author of the Work such persons in such manner and order as the Publisher determines is a fair reflection of their relative contributions to the Work. The Author agrees that the Publisher has the right to use the name and likeness of the Author, and all persons comprising the Authors and any other contributors to the Work retained by the Author, in connection with the marketing, advertising and promotion of the Work, the ABA, and any other ABA publications in any media throughout the world.

## **10. REVISIONS, SUPPLEMENTS AND NEW EDITIONS**

- (a) If the ABA determines that a revision, supplement or new edition (collectively, a “Revision”) of the Work is desirable, the ABA has the right, but not the obligation, to invite the Author(s) to participate in a Revision in accordance with a reasonable schedule proposed by the Publisher. If any Author(s) does not respond to Publisher's invitation by the deadline indicated in the invitation, then Author is deemed to have chosen not to participate in the Revision. If, for any reason, any Author(s) does not participate in the preparation of a Revision, the Publisher will have no obligation to invite such person, nor will such person have a right to participate, in any subsequent Revision of the Work and such person will not receive any royalties for any Revision.
- (b) At Publisher’s discretion, Publisher may select one or more competent third party(ies) to participate in a Revision, and to charge the cost therefore from any amounts which are or become payable to the Author.
- (c) The Publisher may, but is not obligated to, continue to list as an “author” of a Revision the name of any person comprising the Author even if such person is not participating in such Revision.
- (d) Except where the context indicates otherwise, all sections of this Agreement shall be applicable to Revisions requested by the Publisher and prepared by the Author and the Work shall be considered to include all Revisions.

## **11. WARRANTY**

- (a) The Author warrants and represents that the Author has the full power and authority to enter into this Agreement and grant the rights herein; that the Work is original, except for material in the public domain or material from other works included with the written permission of the rights owners; that no part of the Work has been previously published (unless otherwise explicitly set out in this Agreement); and that the Work does not contain any matter which is libelous, obscene, injurious, in violation of any right of copyright, trademark, privacy or any other right of any person or entity, or of any law or regulation. The Author will indemnify and hold the Publisher, its licensees, customers, affiliates and assigns, harmless from all damages, costs and expenses (including counsel fees) arising out of any claim concerning material(s) contained in or omitted from the Work, or otherwise inconsistent with any of the above warranties, representations and covenants.
- (b) The Author represents and warrants that it has obtained in writing all necessary consents and rights under the same terms and conditions and to the same extent granted from Author to ABA herein, from any third parties whose materials are included in the Work; that Author is solely responsible for payment of any compensation due to such third party contributors. Upon written request from the Author, the ABA will include credit and/or acknowledgment for such third party contributors in the Work, as Publisher deems appropriate under the circumstances.
- (c) The representations and warranties of this section 11 shall survive the termination of this Agreement and shall extend to the ABA's licensees, successors, and assigns.

## **12. OTHER PUBLICATIONS BY THE AUTHOR**

- (a) Author agrees that during the term of this Agreement, he/she will not, without the written consent of the ABA, publish any other material written or edited in whole or in part by him/her of such character as to be detrimental to the sale of the Work.

### **13. GENERAL**

- (a) Notices. Any written notice required or permitted to be delivered pursuant to this Agreement shall be in writing, shall be sent to the addresses below and shall be deemed delivered: (i) upon delivery if delivered in person; (ii) three (3) business days after deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid; (iii) upon transmission if sent via facsimile and the sender has a confirmation of successful transmission; (iv) one (1) business day after deposit with a national overnight courier; or (v) upon transmission if sent via e-mail and the sender has received a verification of receipt.

If to ABA:

Alexis Hart McDowell, Esq.  
Director, Copyrights & Contracts  
American Bar Association  
321 N. Clark Street  
Chicago, IL 60654  
F: (312) 988-6030  
E: mcdowella@staff.abanet.org

If to Author:

With a copy to:

Office of the General Counsel  
American Bar Association  
321 N. Clark Street  
Chicago, IL 60654

- (b) Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties, and supersedes any prior Agreements between the Publisher and the Author. No waiver or modification of any provision of this Agreement will be valid unless in writing and signed by both parties. The waiver of any breach or default of any provision of this Agreement will not be deemed a waiver of any subsequent breach or default. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will not be affected.
- (c) Assignment. This Agreement is binding on and inures to the benefit of the ABA, its successors and assigns, and is binding on and inures to the benefit of the Author, the Author's heirs, legal representatives, executors, administrators, and assigns. Author can not assign the rights or delegate the duties created by this Agreement to any person or entity without the express written consent of the ABA, however, Author may assign only the Author's right to receive payments under this Agreement.
- (d) Multiple Authors. If there are multiple persons comprising the Author under this Agreement, their obligations hereunder shall be joint and several, and the

Publisher may exercise any of its rights or remedies against any one or all of such persons.

- (e) Governing Law; Venue. This Agreement shall be interpreted as if executed and wholly performed within the United States under the laws of the State of Illinois, without regard to its conflict of law principles; any dispute in connection with this Agreement shall be resolved only in the appropriate state or federal court in Illinois; and the parties waive any objection they may have to personal jurisdiction of such courts.
- (f) Withdrawal. If this Agreement is not signed by the Author and returned to the Publisher within 30 days after receipt by Author, the Publisher may withdraw the offer contained herein.

**IN WITNESS WHEREOF** the parties hereto have signed this Agreement the day and year first above written.

**AMERICAN BAR ASSOCIATION:**

**AUTHOR(S)**

---

Bryan Kay  
Director, ABA Publishing

---

SSN/ITIN

AMERICAN BAR ASSOCIATION  
OFFICE OF THE GENERAL COUNSEL

APPROVED

