

**PUBLISHING AND MEDIA AGREEMENT****Author:****Publication:****Chapter Title(s):**

Massachusetts Continuing Legal Education, Inc. (MCLE), a nonprofit publisher of legal reference materials, gratefully acknowledges your volunteer contribution of practice and authorship expertise. Because publishing involves certain rights and responsibilities, we provide the following summary of MCLE publishing policy for your reference and acknowledgment. Under this publishing and media agreement,

The author agrees to:

- write a work, or update an existing work, on the topic listed above; for purposes of this agreement, the “work” includes both the text and whatever supplemental materials, including but not limited to forms, exhibits and illustrations, the author with the concurrence of MCLE deems appropriate.
- deliver any required outline, and subsequently the completed manuscript of the work, to MCLE on or before the date listed above. If delivery must be delayed for good reason, the author will promptly notify MCLE and state the date by which the outline or manuscript will be delivered, which date will not be more than 30 days later than the previously stated deadline.
- use reasonable efforts to observe MCLE's style guidelines and manuscript specifications.
- obtain, in writing, all licenses, waivers or permissions that may be required to include in the manuscript any material in which copyright is owned by others, using forms supplied by MCLE or the equivalent, and hold MCLE harmless against any loss or expense that it may suffer as a result of the author's breach of the foregoing obligation.
- read and promptly return proofs and otherwise cooperate as usual and necessary in expediting publication of the manuscript.
- provide biographical data and at MCLE's request a current photo portrait, and otherwise cooperate in all reasonable respects with MCLE's promotion and presentation of the work. The author understands that MCLE may use the author's name, identity, biographical information, and likeness (including photos and videos) in promoting the work and in connection with publishing the work in any and all media.

MCLE agrees to:

- place the author's name on the appropriate title page(s) and publicize his or her contribution in suitable promotional material.
- furnish the author with two complimentary copies of the work as first published, and two copies of any subsequent print edition if the author performs the revision.
- give appropriate credit to the author and to the work if MCLE uses the work or any of its contents in a subsequent publication.
- give the author notice of intent to revise, supplement, condense or abridge the work and allow the author to accept or refuse the assignment on the terms stated in the notice. If the author does not timely accept the assignment then MCLE will be free to have others revise the work and to give the revisor(s) whatever authorship credit it deems appropriate, while acknowledging the original author's contribution.
- return all rights to the author if MCLE decides to discontinue distribution of the work. Return will be subject to whatever licenses may be in effect. If the author so requests at that time, MCLE will sell the author any existing inventory of the work and/or the electronic typesetting files and the film for the work, all at prices to be set by MCLE and on an as-available basis. If the work is part of a compilation, this offer will be extended to all other contributors on the same terms. MCLE may continue to sell existing stock and retain all revenue therefrom.

The author has the following rights:

- The author will hold the copyright to his or her individual work, except as described below.
- The author retains the rights to make all reasonable uses of the work or any part of the work for client distribution or practice development; and to incorporate parts of the work in the author's other legal writings, provided that these are not sold or otherwise distributed in a manner that competes commercially with MCLE; and provided that the author will ensure that customary first publication credit is given to MCLE and appropriate credit to the volume or series editor, if any. For example, the author may make the text of the work available on the author's website or in the author's newsletters or client bulletins, subject to the credit requirement described above, but the author shall not, without MCLE's prior written consent, include the work in any compilation that is sold for profit. For client distribution and practice development, the author may photocopy the relevant pages from MCLE's published version of the work without charge, and may purchase copies from MCLE at a price representing MCLE's cost of producing the work.

The work is being prepared by the author on a pro bono basis. The author's sole consideration will be the benefits referred to in this agreement.

MCLE has the following rights:

- The author will hold the copyright to his or her individual work, with the following exception. Since the author's purpose in creating the work is to enable MCLE to use the work to further the knowledge and skill of the legal community, the author grants to MCLE certain exclusive rights within the United States, subject to the personal rights of use and adaptation that the author retains as described above. The exclusive rights that the author grants to MCLE are: to reproduce, distribute, display, perform and make derivative works of the work, in all languages and all media now known or hereafter discovered, including without limitation print, audio, video, on-line, CD-ROM and other electronic media and to license others to do so. The electronic rights granted herein include, without limitation, the right to make the work or any part of it available, in text, audio and/or audiovisual form, on the Internet at any MCLE Web site or co-branded Web site. In posting any audio or audiovisual rendition of the work on the Internet, MCLE will ordinarily, as a matter of preference, use the author's own recorded performance if available and consistent with the recording quality standards of the Web site.
- If the work is a contribution to a compilation, MCLE will own all rights in the compilation, and the author's rights of use will apply only to the author's own contribution.
- MCLE reserves the right to terminate the project, to decline to accept all or part of the manuscript or to decide not to publish the work if circumstances indicate that the book does not meet MCLE publishing objectives or is no longer economically feasible. In such cases, MCLE will timely notify the author.
- MCLE controls final editorial and administrative decisions, including style and format, print run, type, paper, binding, price, distribution and promotion.
- MCLE has chosen the author on the basis of the author's personal knowledge and experience. The author's rights and obligations are therefore not transferable, even within the author's firm (if any), without MCLE's approval.

Miscellaneous:

- Copyright in the work will not be used to prevent practitioners from copying models, forms and other useful materials contained in the work for purposes of their own practices.
- The author hereby releases and discharges MCLE, its employees, agents, successors, licensees, and assigns from any and all claims the author may have in connection with MCLE's use, display, dissemination, or exploitation of the author's name, likeness, and/or biography, including, but not limited to, any claims for defamation; violation of any moral or artist rights; and/or any right of privacy or publicity.

I have read and agree to the terms of this Publishing and Media Agreement:

\_\_\_\_\_  
Author's Signature

\_\_\_\_\_  
Date

Firm or corporate affiliation (if any): \_\_\_\_\_

Position (partner, associate, general counsel, etc.): \_\_\_\_\_

If the author is an employee of a firm or corporation, the employer hereby acknowledges and agrees to the foregoing terms.

By: \_\_\_\_\_

Title: \_\_\_\_\_