

# JOURNAL PUBLICATION AGREEMENT

THIS AGREEMENT made effective as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the "Effective Date").

## BETWEEN:

[NAME OF AUTHOR]  
[address]  
(the "Author")

- and -

[NAME OF PUBLISHER]  
[address]  
(the "Publisher")

## WHEREAS:

- A. Author is the author of an original [article, essay, etc.] entitled " \_\_\_\_\_ " (the "Work");
- B. Publisher publishes a/an \_\_\_\_\_ industry journal entitled [*Insert Name of Journal*] (the "Journal");
- C. Author has submitted the Work, and Publisher has accepted the Work, for publication in the Journal, on the terms and conditions hereinafter set out.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

### 1. Grant of Rights

- (a) Subject to the provisions of paragraphs 1(c) and 2(b), Author grants Publisher the right to publish, reproduce and distribute the Work in the Journal, in printed or electronic form, and/or by dissemination via an Internet or Intranet site over which Publisher exercises effective control.
- (b) The rights granted by Author to Publisher hereunder shall be exclusive for a period of either (i) \_\_\_\_\_ year(s) from the Effective Date hereof, or \_\_\_\_\_ years after publication of the Work in the Journal (whichever is shorter), and shall be nonexclusive thereafter.
- (c) Publisher's right to publish the Work includes the right to translate the Work into any language or to authorize the preparation of such a translation, but such right is subject to the Author's approval of the translator, which approval shall not be unreasonably withheld.
- (d) The Author grants the above rights without claim of royalties or other compensation.

### 2. Copyright and Reservation of Rights

- (a) The copyright in the Work shall remain with Author.
- (b) Author retains the rights:
  - (i) 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;
  - (ii) to include the Work, in whole or part, in another work of which Author is the sole or joint author or editor, provided that in any such circumstance Author may not submit a work for publication that is substantially the same as the Work to another periodical

without Publisher's written consent within (i) \_\_\_\_\_ year(s) from the Effective Date hereof, or \_\_\_\_\_ years after publication of the Work in the Journal (whichever is sooner), and provided further that such Work identifies Author, Publisher, the Journal, the volume, the number of the first page, and the year of the Work's publication in the Journal; and

- (iii) to post the Work, in whole or in part, on an Internet or Intranet site over which Author has effective control, provided that such Work identifies Author, Publisher, the Journal, the volume, the number of the first page, and the year of the Work's publication in the Journal.

**3. Publication by Third Parties**

- (a) Unless Author notifies Publisher in writing otherwise, the issue of the Journal in which the Work appears shall include a notice stating that the Work may be reproduced and distributed, in whole or in part, by nonprofit institutions for educational purposes including distribution to students, provided that the copies are distributed at or below cost and identify Author, Publisher, the Journal, the volume, the number of the first page, and the year of the Work's publication.
- (b) Publisher shall have the right to authorize another party to reproduce and distribute the Work in a form other than those specified in Paragraph 1(a), provided that such reproduction identifies Author, Publisher, the Journal, the volume, the number of the first page, and the year of the Work's publication in the Journal, and provided further that Author has been notified by Publisher of its intent to authorize such reproduction and distribution not less than \_\_\_\_\_ days prior to the grant of such authorization and Author has not, within \_\_\_\_\_ days after being notified, given Publisher written notice of Author's objection to such reproduction and distribution.

**THIS IS A 3-PAGE FORM.**