## **PUBLICATION AGREEMENT: CONTRIBUTION TO A COLLECTIVE WORK -- SINGLE TITLE FROM: Idaho State Bar**, (ISB) 525 W. Jefferson, P.O. Box 895 Boise, ID

Attn: Lindsey Welfley (Communications Director)

TO: Author's Name: \_\_\_\_

## Address:

[Joint authorship: If the Work has more than one author whose individual contributions are "inseparable parts of a unitary whole," each author must sign a separate counterpart to this agreement. All such counterparts shall be considered collectively as one and the same agreement.]

\_\_\_\_\_

The Idaho State Bar is pleased to consider the publication of your Work, tentatively entitled:

to be included in the following publication: *The Advocate* 

**License Terms**: As a condition of publication and for no monetary compensation, you hereby grant to the ISB the following rights to the Work: (1) the exclusive right of first publication of the Work worldwide as part of the above-named publication; (2) the nonexclusive worldwide right to reproduce, distribute, perform, and display the Work and to license or syndicate use of the Work, or any part thereof, in any medium or form of communication, now existing or hereafter developed, to others; and (3) the nonexclusive worldwide right to use the Work, or any part thereof, in any other publication produced by the ISB. The grant of rights herein shall include, but not be limited to, the right to adapt or otherwise 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.

The ISB shall have the right to edit the Work, provided that the meaning is not materially altered. In addition, you assign the nonexclusive worldwide right to use the Work to promote and publicize the ISB or its publications, including the right to use your name and likeness and biographical data in such promotions. If published, you will be identified as the author of the Work, or co-author if applicable.

**Warranty**: You warrant that the Work is original with you, that it is not subject to any existing copyright and that you have authority to grant the rights in this Agreement; that its publication will not libel anyone or infringe on or invade the rights of others; that you have full power to make this agreement; and that the Work has not been published elsewhere in whole or in part (except as may be set out in a rider attached herewith). Should the Work contain any material which requires written permission for inclusion in the Work, you agree to obtain such permission from the copyright proprietor consistent with this Agreement.

If the foregoing terms are satisfactory, please sign and date this Agreement below and return it to the project coordinator. Execution of this Agreement does not obligate the ISB to publish your Work.

\_\_\_\_\_\_

## Author's Signature:

Date