

CONTRIBUTION TO A COLLECTIVE WORK PUBLICATION AGREEMENT

FROM: AMERICAN BAR ASSOCIATION (“ABA”)
ABA Tax Times
321 North Clark Street
Chicago, IL 60654
Attn: Gregory Peacock (gregory.peacock@americanbar.org)

TO: Name: _____

Address: _____

[Joint Authors: If the Work has more than one author making contributions, each author must sign a separate agreement.]

The American Bar Association (“ABA”) is pleased to consider the publication of your work, tentatively entitled _____ (the “Work”), to be included in the ABA publication ABA Tax Times, Vol. 39, No. 4 (“Collective Work”).

You agree to prepare the Work with the appropriate length, tone and character for the ABA’s publication, and which meets the editorial standards of the ABA. The suitability of the Work for publication shall be determined by the ABA at its sole discretion. Nothing herein shall obligate the ABA to publish the Work. If the ABA does not publish the Work, all rights granted in this Agreement revert to You.

The ABA shall have the right to edit the Work to conform to the ABA’s standards of style, technological requirements, language usage, grammar and punctuation, provided that the meaning of the Work is not materially altered. If published, You will be identified as the author of the Work, or co-author if applicable.

Grant of Rights: As a condition of publication and for no monetary compensation, You hereby grant to the ABA the following rights to the Work in any and all media whether now existing or hereafter developed, including print and electronic/digital formats: (1) the exclusive right of first publication worldwide; (2) the perpetual non-exclusive worldwide right to publish, reproduce, distribute, sell, adapt, perform, display, sublicense, and create derivative works (including updated versions of the Work for future editions of the Collective Work) of the Work or any part of the Work, alone or in conjunction with other materials; (3) the perpetual non-exclusive worldwide right to use the Work, or any part thereof, in any other publication produced by the ABA and/or on the ABA’s website; (4) the perpetual non-exclusive worldwide right to use the Work to promote and publicize the ABA or its publications; and (5) the non-exclusive right to use Your name, likeness and biography in connection with the advertising, publicity, and promotion of the Work. The grant of rights survives termination or expiration of this Agreement.

Warranty: You warrant that the Work is original with You and that it is not subject to any third party copyright; that You have authority to grant the rights in this Agreement; that publication of the Work will not libel anyone or infringe on or invade the rights of others; that You have full power and authority to enter into this Agreement; that the Work has not been published elsewhere in whole or in part (except as may be set out in a rider attached hereto, in which case, Grant of Rights (1) above is stricken); and that You have obtained permission from the copyright owner consistent with this Agreement for any third party copyrighted material in the Work. This warranty survives termination or expiration of this Agreement.

You agree that you may not assign or subcontract any rights or obligations under this Agreement without express written approval.

Signature: _____ **Date:** _____

Print Name: _____

___ Please check here if you are a U.S. Government employee and your contribution was written on your own time and was not part of your assigned duties as a U.S. Government employee.

___ Please check here if you are a U.S. Government employee and your contribution was written as part of your assigned duties as a U.S. Government employee. You agree with the remaining portions of this Agreement except the Grant of Rights (1)-(4). You grant the ABA the non-exclusive right to use Your name, likeness and biography in connection with the advertising, publicity, and promotion of the Work.