

Publication and Copyright Agreement

The following is an agreement between **Jim Gibson**, hereinafter referred to as the Author, and the *Iowa Law Review*, hereinafter referred to as the Review, and governs the work entitled *Convergence and Conflation in Online Copyright*, hereinafter referred to as the Work.

1. Author's Grant of Rights

- a. The Author grants to the Review the nonexclusive right to publish, reproduce, distribute, and use the Work in any form, either separately or as part of a collective work, including, but not limited to, the nonexclusive right to publish the Work in an issue of the Review, copy and distribute individual reprints of the Work, authorize reproduction of the entire Work in another publication, and authorize reproduction and distribution of the Work or an abstract thereof by means of computerized retrieval systems (such as Westlaw, Lexis and SSRN). The Author retains ownership of the copyright in the Work, and all rights not expressly granted in this agreement.
- b. The Review's right to reproduce the Work includes the right to prepare a translation in any language or to authorize the preparation of such a translation, but such right is subject to the Author's approval of the translator. Such approval shall not be unreasonably withheld.
- c. After the Work has been published in the Review, the Author grants to the Review the right and authority to assign, sublicense, or otherwise transfer any and all of the Review's rights granted under this Agreement to another party, provided the Review does not substantially modify the Work without permission from the Author.
- d. The Author grants the rights detailed herein without claim of royalties or other compensation.
- e. In addition to the nonexclusive rights granted above, the Review shall have the exclusive right to print publication of the Work for a period beginning when this Agreement is executed and ending six (6) months after publication of the Work in the Review.

2. Author's Ownership of Copyright and Reservation of Rights

- a. The copyright in the Work and all rights not expressly granted in this Agreement, including the nonexclusive right to reproduce, distribute, adapt, perform, and display the Work in print or electronic form shall remain with the Author. In any publication of the Work, including any permitted publication prior to print publication by the Review, proper credit and citation must be given identifying the Author, the Review, the volume, the number of the first page, and the year of the Work's publication in the Review.
- b. In no case, however, may any subsequent print version of the Work, or any part thereof, be published by another publisher within six (6) months of the actual publication date of the Work in the Review without the express written consent of the Review, unless the subsequent publication is substantially different from the Work as it appears in the Review. The Author shall not submit a substantially-similar work for publication within one year of the Work's publication in the Review without the express written permission of the Review.

3. Author's Warranties and Undertakings

- a. The Author warrants that to the best of the Author's knowledge:
 - i. The Author is the sole author of the Work and has the power and authority to convey the rights granted in this Agreement;
 - ii. The Work has not previously been published, in whole or in part;
 - iii. The Work does not infringe the intellectual property rights of another; and
 - iv. The Work does not contain matter that is defamatory, violates another's civil right, right of privacy, right of publicity, or other legal right, or is otherwise unlawful.
- b. If the Work reproduces any textual or graphic material that is the property of another party for which permission is required, the Author shall obtain written consent from the appropriate party for such reproduction prior to granting the rights herein.
- c. The Author agrees to indemnify and hold harmless the Review, University of Iowa, State of Iowa and State of Iowa, Board of Regents against any claims or damages arising from a violation of this warranty.

4. Litigation

- a. If a claim is asserted against the Review as a result of the Author's alleged breach of this Agreement or the warranties herein, the Author shall be promptly notified. The Author shall have the right to participate in the Review's response to and defenses against such claim. If a settlement requires the Review to make a money payment, or a money judgment is rendered against the Review, the author shall reimburse the Review for the amount of such payment or judgment, and shall pay the cost and expenses reasonably incurred by the Review in defending against the claim.
- b. The Review shall have the power, after giving notice to the Author, to initiate legal proceedings against persons or entities believed to be infringing the rights granted by the Author to the Review. The Author agrees to cooperate reasonably in the institution and maintenance of such proceedings.

5. Editing and Printing

- a. The Author authorizes the Review to edit and revise the Work prior to publication in the Review. The Work shall not be published by the Review unless it is acceptable in its final form to the Review. The Work shall not be published by the Review unless the Author reviews and approves the Work immediately before the final proofing phase. If the Author withdraws the Work from publication in the Review without good reason, the Author shall not publish the same or substantially similar Work elsewhere for a period of two (2) years.
- b. The Review retains the power to make the final decisions with respect to issues concerning the format of all footnotes. The Review requires that all citations conform to THE BLUEBOOK: A UNIFORM SYSTEM OF CITATION (20th ed. 2015) and certain other rules specific to the Review, including the ILR Style Guide, which may or may not be consistent with the former.
- c. All Iowa Law Review publications should conform to the substantive conventions contained in the ILR Style Guide. Editors will implement these conventions throughout the editorial process. The ILR Style Guide is available on the ILR website.
- d. All author offprints will be quoted, ordered and purchased by authors directly at on.demand@christensen.com. Payments must be made by credit card or check (drawn on a US bank). Orders will not be quoted until issue is approved for completion by editor; nor processed until payment is received.

6. Governing Law

This Agreement shall be governed by and construed under the laws of the State of Iowa, which shall also be the exclusive venue for any disputes arising hereunder.

7. Term

This Agreement shall remain in effect for as long as copyright protection subsists in the Work.

8. Final Agreement

This Agreement constitutes the sole agreement between the Author and the Review with respect to the publication and copyright of the Work. The Author's signature below indicates acceptance of the terms of this Agreement. Signed acceptance of the terms of this Agreement is a condition of publication with the *Iowa Law Review*.



Jim Gibson, Author

Date

April 15, 2019

Matthew Scott, Editor in Chief
Dalton Crum, Executive Editor
Volume 105, *Iowa Law Review*

Date
