



UCLA LAW REVIEW  
SCHOOL OF LAW  
405 HILGARD AVENUE  
LOS ANGELES, CA 90095-1476  
PHONE: (310)825-4929  
FAX: (310)825-6365

September 11, 2009

James Gibson  
University of Richmond School of Law  
Room 215  
28 Westhampton Way  
Richmond, VA 23173

Dear Professor Gibson:

This letter confirms our acceptance of your Article, *The Upside of Intellectual Property's Downside*, for publication in the *UCLA Law Review*. We are excited that you have chosen to publish with us, and look forward to working with you through the production process.

As we discussed, your Article is slated for publication in Volume 57, Issue 4. This issue will be published in April 2010. The production process for the issue will begin in October, so we ask that you provide an electronic copy of your Article via email to Ann M. Roller, our Office Coordinator, on or before **Monday, October 5, 2009**. Her email address is [rollera@law.ucla.edu](mailto:rollera@law.ucla.edu). As we move ahead with the production process, we may require your assistance to obtain sources not available through the University of California libraries, including copies of all sources listed as "on file with author."

Enclosed are our licensing agreements for you to review and sign. Please return one signed copy of each within a week of receipt of this letter. Should you have any questions regarding licensing and copyright matters, you may contact our Business Manager, Stefanie Low, at (310) 825-4929 or via email at [low2010@lawnet.ucla.edu](mailto:low2010@lawnet.ucla.edu).

In 1953, Chief Justice Earl Warren welcomed the *UCLA Law Review* in the first issue of our first volume by stating that, "[t]o a judge, whose decisions provide grist for the law review mill, the review may be both a severe critique and a helpful guide." We appreciate that your scholarship will help us continue to critique and guide the direction of the law, and we share in your enthusiasm about your article.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Lindberg", with a stylized flourish at the end.

Eric Lindberg  
Chief Articles Editor  
UCLA Law Review | Vol. 57

*UCLA Law Review*  
*Publication Process Agreement*

This Publication Process Agreement (the "Agreement") is made by and between the *UCLA Law Review* (the "Law Review") and James Gibson ("the Author" or "you").

1. The Law Review is committed to the timely publication of scholarship of the highest academic quality. Along with shorter pieces for its online companion, *Discourse*, the Law Review publishes six issues annually: five issues with approximately three Articles and two student Comments in each, in addition to a much larger symposium issue with up to fourteen Articles and two student Comments. The production process for each issue is approximately six months. Thus, at any given time the Law Review is working on three separate issues at various stages in the production process. This schedule, combined with a fairly small editorial staff, means that meeting deadlines is crucial for both authors and the Law Review in order to publish in a timely fashion. We appreciate your assistance in helping the Law Review meet its publication schedule by complying with all deadlines as outlined in the production schedule that will be sent to you by the Editor-in-Chief after you submit the electronic copy of your work. Because delays jeopardize our ability to meet our publication requirements, failure to comply with these deadlines may result in the revocation of our offer to publish your piece. By signing this Agreement, you acknowledge this policy.

2. The Author agrees to cooperate fully with the Law Review's editing and publication process by specifically consenting to:

A. Submit an electronic copy of the Article or student Comment in a format acceptable to the Law Review, which includes inline footnotes and general Law Review-style formatting conventions;

B. Submit the Article or student Comment to the Law Review's editing and revision process;

C. Provide to the Law Review, upon request, copies of authorities cited that cannot be obtained through usual sources;

D. Respond in a timely manner in writing, by email or facsimile, or by phone to inquiries from the Law Review;

E. Notify the Law Review in advance if a production deadline cannot be met;

F. Understand that if the Law Review cannot accommodate a request for a change in the production schedule that the Author will need to adhere to the original schedule as outlined by the Editor-in-Chief;

G. Understand that failure to comply with production schedule deadlines may result in the revocation of the Law Review's offer to publish the Article or Student Comment;

H. Follow the electronic editing process and instructions as provided by the Law Review, which includes the use of either Microsoft Word 2003 or Word 2007; and

I. Understand that the Article or student Comment will not be published unless it is acceptable in its final form to the Editor-in-Chief.

3. The Law Review agrees to extend its best efforts in a timely completion of the cooperative publishing process by specifically agreeing to:

A. Edit the footnotes in the Article or student Comment for accuracy and format according to the standards of *The Bluebook: A Uniform System of Citation* (18th ed.) and applicable Law Review conventions;

B. Edit the text according to the *Chicago Manual of Style* (15th ed.) and applicable Law Review conventions;

C. Provide a final edited version of the Article or student Comment for the Author's final review before converting it to a printed page format;

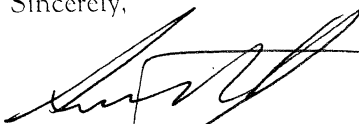
D. Respond in a timely manner in writing, by email or facsimile, or by phone to inquiries from the Author; and

E. Adhere to the production schedule that will be sent to the Author by the Editor-in-Chief.

Please countersign this letter and the enclosed copy and return one copy to my attention at your earliest convenience. If you have any questions, please do not hesitate to call me at (310) 794-4121.

Thank you for your cooperation.

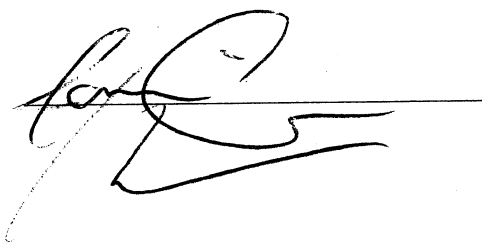
Sincerely,



Seth Kornman  
Editor-in-Chief | Volume 57

Accepted:

Date:



Oct 1, 2009  
10/1/09



September 11, 2009

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Re: Licensing Agreement

Dear Professor Gibson:

We are pleased to publish your Article, *The Upside of Intellectual Property's Downside*, in the UCLA Law Review. In order to protect our respective copyrights, we ask that you enter into the following agreement relating to publication of the Article. As you will notice, the agreement does not affect your copyright in the Article, but merely grants a license to the Review to publish it.

1. The UCLA Law Review (the "Review") accepts the above-captioned Article (the "Article") for publication in Volume 57, Issue 4, scheduled for April 2010 (the "Issue").
2. The copyright in the Article shall remain with you, and nothing in this Agreement shall be construed as an assignment of copyright ownership to the Review. Except as otherwise provided in this Agreement, all rights in the Article under the Copyright Act of 1976 belong to you.
3. You grant to the Regents of the University of California (the "Regents"), on behalf of the Review, the right to publish, reproduce, and distribute the Article in any and all media. This right shall be exclusive for a period of two years from the date of this Agreement, or one year from the date of first publication, whichever is shorter (except as provided in Appendix A), and nonexclusive for the remaining term of the copyright.
4. You warrant that you are the author of the Article, that you are an owner of the copyright in the Article and have the right to license the Article to the Regents on behalf of the Review, and that you have not made any agreement which would be in conflict with this one.
5. You warrant that the Article has not been previously published in any form (except as provided in Appendix B) and that to the best of your knowledge and ability that the Article does not defame any individual or entity, or infringe upon any individual's or entity's rights of privacy or publicity.

6. Any reproduction or republication of the Article must bear the legend that the Article was originally published in the Review, using the method of citation set out immediately below, or whatever form of citation may then be commonly used:

"Originally published in 57 UCLA L. Rev. \*\* (2010)."

where \*\* represents the page of the issue on which the Article begins.

7. You warrant that the Article, in part or in whole, does not infringe on the copyright or property right of another.

8. If a claim, action, or proceeding is brought against the UCLA Law Review, the School of Law, the University, and/or any of its departments, divisions, officers, agents, employees, students, or licensees (the "Indemnified Parties"), you agree to hold the Indemnified Parties harmless from any claim, action, costs, damages, or proceeding compromising of allegations (including, without limitation, copyright infringement) that constitute a breach of any warranty enumerated in this Agreement, and you further agree to indemnify and hold harmless the Indemnified Parties against liabilities, expenses, and attorneys' fees that may be incurred as a result of any claims, action, costs, damages, or proceeding whether or not a breach of such warranties is finally sustained.

Please countersign this letter and the enclosed copy and return one copy to my attention at your earliest convenience. If you have any questions, please do not hesitate to call me at (310) 825-4929.

Thank you for your cooperation.

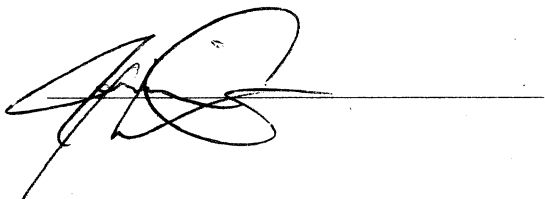
Sincerely,



Stefanie Low  
UCLA Law Review  
Business Manager | Volume 57

Accepted:

Date:



Oct. 1, 2009

10/1/09

## APPENDIX A

The Author reserves the right to publish the Article in the following publications during the period of the exclusive license provided for in Paragraph 3:

1. Social Science Research Network (SSRN) <http://www.ssrn.com>
2. Author's own website (with credit to original publication in the UCLA Law Review)
3. [List any other publications]

## APPENDIX B

The Author's warranty that the Article has not previously been published in any form is subject to the following exceptions:

1. The Article was previously published in [explanation of where previously published, by whom, etc.]



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Re: Online Publication Agreement

Dear Professor Gibson:

The UCLA Law Review has an agreement with LEXIS, Westlaw, W.S. Hein & Co., and Ebsco Publishing whereby all articles published in the Law Review will be entered onto the LEXIS Data Retrieval System, the Westlaw computer assisted legal research system, and Hein OnLine. We have agreed to ask each author to sign a written agreement granting permission to include his or her Article on LEXIS, Westlaw, and Hein OnLine. Therefore, we would appreciate your entering into the following agreement.

1. As author and owner of the copyright in *The Upside of Intellectual Property's Downside* (the "Article"), which will appear in Volume 57, Issue 4 of the UCLA Law Review, scheduled for April 2010, I grant the Regents of the University of California, on behalf of the UCLA Law Review, the right to publish, reproduce and distribute the Article in the LEXIS Data Retrieval System, Westlaw computer-assisted legal research system, and Hein OnLine. Such right shall be non-exclusive and shall continue in perpetuity.

2. I warrant to the best of my knowledge and ability that the Article does not defame any individual or entity or infringe upon any individual's or entity's rights of publicity or privacy.

If the foregoing agreement is acceptable to you, please countersign both copies of this letter and return one copy to my attention at your earliest convenience. If you have any questions, please do not hesitate to call me at (310) 825-4929.

Sincerely,

A handwritten signature in cursive script that reads "Stefanie Low".

Stefanie Low  
UCLA Law Review  
Business Manager, Volume 57

Accepted: \_\_\_\_\_

A handwritten signature in cursive script, likely belonging to James Gibson, written over a horizontal line.

Date: Oct. 1, 2009

10 / 1 / 09