## Law and Contemporary Problems

Duke University School of Law 210 Science Drive, Box 90364 Durham, NC 27708-0364

## LICENSING AGREEMENT FOR SINGLE AUTHOR WORKS

1.	This Agreement sets forth the terms by which		(the "Journal")
	will publish		(the "Work")
	by	(the "Author").	

- 2. The copyright in the Work shall remain with the Author, and nothing in this Agreement shall be construed as an assignment of copyright to Duke University School of Law or the Journal.
- 3. The Author grants to the Journal, a license to publish, reproduce, and distribute the Work in the Journal and in any and all other media, now or hereafter known. This license shall be exclusive for a period of 18 months from the date of this Agreement, or 6 months from the date of first publication in the Journal, whichever is shorter, and shall be nonexclusive thereafter. The Author retains the right to post the Work on the Author's web page or any open access online repository.
  - In all other cases the Author must obtain the Journal's written approval to publish the Work anywhere else during the period of the Journal's exclusive license.
- 4. As part of the license that the Author grants pursuant to paragraph 3, the Author authorizes the Journal to: publish, reproduce, and distribute the Work in LexisNexis, Westlaw, Hein Online, and other aggregated online collections; and to authorize one or more third party, print-ondemand services to reproduce and distribute the Work.
- 5. The Author agrees that the Journal shall not pay the Author any part of any royalties it receives from any aggregator or print on demand service. Nor shall the Author claim any royalty or other compensation from any aggregator or print on demand service that the Journal authorizes to publish, reproduce, or distribute the Work pursuant to this Agreement.
- 6. The Author also grants the Journal the right to translate or authorize the translation of the Work into any language. The Author retains the right to approve the translator, and such approval shall not be unreasonably withheld.
- 7. The Author represents and warrants the following, and understands that the Journal's acceptance of the Work is contingent on the accuracy of these representations, as determined by the Journal in its sole discretion:
  - a. the Author is the sole Author of the Work and, as such, is the sole individual whose permission is needed for publication of the Work pursuant to this Agreement;
  - b. the Work is the Author's original work and contains no plagiarism;
  - c. the Author has the right to license the Work, under the terms described above, to the Journal including permission to reproduce any textual or graphical material included in the work that is not the Author's own;
  - d. the Author has not made, and will not make, any agreement that would be in conflict with this one;

- e. the Work has not been previously published in whole or in part in any law journal, and will not be published, in whole or in part, in any manner that would violate the terms of paragraph 3 of this Agreement;
- f. the Work does not defame any individual or entity, or infringe upon any individual's or entity's rights of privacy or publicity, or any individual's or entity's intellectual property or property rights.
- 8. The Author agrees that the issue of the Journal in which the Work appears 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 that those copies identify the Author, the Journal, the volume, the number of the first page, and the year of the Work's publication. The Author further agrees that a notice stating that the Work may be so reproduced and distributed, by nonprofit institutions for educational purposes shall appear in the issue of the Journal in which the Work appears. If the Author elects not to allow copying and distribution of the Work for nonprofit educational purposes, the Author shall notify the Journal in writing no later than the date of the execution of this Agreement and the Journal shall publish a notice that the Work may not be copied or distributed without the Author's permission.
- 9. The Author authorizes the Journal to edit and revise the Work prior to publication in the Journal, but the Work shall not be published by the Journal unless it is acceptable in its final form to both the Journal and the Author.
- 10. If a claim is asserted against the Journal 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 Journal's response to and defenses against such claim, and the Journal shall not settle such claim without the Author's approval. If a settlement requires the Journal to make a money payment, or a money judgment is rendered against the Journal, the Author shall reimburse the Journal for the amount of such payment or judgment, and shall pay the cost and expenses reasonably incurred by the Journal in defending against the claim.
- 11. This Agreement constitutes the sole and entire agreement between the Author and the Journal with respect to the publication and copyright of the Work. Any modification of or additions to the terms of this Agreement shall be in writing.

Signature of author	
Printed name of author	
Date of signing	_