## Handbook Author's Agreement

#### Last reviewed and updated: November 2015

#### TERMS AND CONDITIONS OF PUBLICATION Please read carefully the following terms and conditions before submitting materials to the Local Government Attorneys of Virginia, Inc. for publication.

You understand and agree that by submitting work for publication by the Local Government Attorneys of Virginia, Inc. ("LGA") you acknowledge that you have read, understood and agree to be bound by the terms set forth below. If you do not agree to be bound by the terms and conditions set forth below, please do not submit for publication the material described in this agreement. Material shall be considered "submitted" upon receipt by the LGA or anyone authorized to act on its behalf in such matters. LGA shall acknowledge the date of submission by return copy of this agreement indicating date of receipt.

The LGA and \_\_\_\_\_\_, hereafter "author", agree as follows:

The LGA is the nonprofit publisher of the *Handbook for Local Government Attorneys*, a compilation of articles by volunteer authors updated annually and periodically revised under supervision of the LGA with the assistance of its contract editor and volunteer reviewers. As part of a revision in 2000, the LGA renamed the compilation: the *Handbook of Virginia Local Government Law*. For purposes of this agreement, *"Handbook"* means this compilation, whatever entitled.

The author has agreed to contribute the article entitled \_\_\_\_\_

\_\_\_\_\_\_\_to the *Handbook* and agrees to its use in accordance with the terms and conditions of this agreement. The work commissioned by this agreement shall be deemed a "work for hire" within the meaning of the United States copyright laws. use of the work by the LGA and the author shall be governed by the terms of this agreement.

#### A. The author agrees to:

A-1. Write a work or update an existing work on the topic identified above. For purposes of this agreement, the "work" includes both the text and whatever supplemental materials, including but not limited to forms, exhibits, and illustrations, the author with the concurrence of the LGA deems appropriate.

A-2. Obtain, in writing, all licenses, waivers, or permissions that may be required in order to include in the work any material in which copyright is owned by others.

A-3. Permit the LGA to use the author's name and identity in advertising materials and otherwise cooperate in all reasonable respects with the LGA, at LGA's expense, in promoting the work.

#### B. The LGA agrees to:

B-1. Place the author's name on the appropriate author page.

B-2. Give appropriate credit to the author and to the work if the LGA uses the work or any of its contents in the *Handbook* or any other publication.

B-3. If the author has met deadlines involved in the preparation or revision of the work and the work was deemed by LGA as appropriate for inclusion in the *Handbook*, give the author notice of intent to revise, supplement, condense, or abridge the work and allow the author to accept or refuse the assignment on the terms stated in the notice. With regard to the annual supplementation of the *Handbook*, the author's role shall be limited to review and comment upon the proposed supplementation of the work by LGA's contract editor. If the author has not

met deadlines or does not accept the assignment within 30 days, then the LGA will be free to have others revise the work and to give the revisers whatever authorship credit the LGA deems appropriate.

B-4. Return all rights (as set forth in this agreement) to the author if the LGA decides to discontinue carrying the work. Return will be subject to whatever licenses, if any, may be in effect and the LGA will continue to receive the revenue from any such licenses.

### C. The author and LGA mutually agree that:

C-1. The author's purpose in creating the work is to enable the LGA to use the work to further the knowledge and skill of the legal community. To enable the LGA to make use of the work as it deems appropriate, the author grants to the LGA certain exclusive rights within the United States, subject to certain personal rights of use and adaptation that the author retains. The exclusive rights that the author grants to the LGA are: to reproduce, distribute, display, perform, and make derivative works of the work, in all languages and all media now known or hereafter discovered, including, without limitation, print, audio, video, on-line, CD-ROM and other electronic media, including interactive electronic media. The rights the author retains are: to make all reasonable uses of the work or any part of the work in the author's other legal writings, to use the work in the author's teaching activities, to include the work in the author's own personal (but not departmental or institutional) database or on-line site, provided these are not competitive with the work as published by the LGA; all provided that the author will ensure that customary first publication credit is given to the LGA and appropriate credit to the volume or series editor, if any.

C-2. The LGA will own all rights in the *Handbook*, a compilation; the author's rights of use will apply only to the author's own contribution.

C-3. Copyright in the work will not be used to prevent practitioners from copying models, forms, and other useful materials contained in the work for purposes of their own legal practices.

C-4. The work is being prepared on a *pro bono* basis. The author's only compensation from the LGA shall be the benefits recited in this agreement.

C-5. The LGA in its sole discretion reserves the right to terminate publication of the *Handbook*, to decline to accept all or part of the manuscript comprising the work, or to decide not to publish the work. In such cases, the LGA shall promptly notify the author.

C-6. The LGA controls the final editorial and administrative decisions, including style and format, print run, type, paper, binding, price, distribution and promotion.

C-7. The LGA has chosen the author on the basis of the author's personal knowledge and experience. The author's rights and responsibilities are therefore not transferable, even within the author's firm, if any, without the LGA's approval, such approval not to be unreasonably withheld.

# Author accepts all of the foregoing terms by submitting materials to LGA.

Date received by LGA:

Ву: \_\_\_\_\_

Title: