



PUBLICATION AGREEMENT

THIS PUBLICATION AGREEMENT (this "Agreement") is made and entered into by and between THE VIRGINIA BAR ASSOCIATION, a Virginia non-stock corporation (the "VBA"), and _____ ("Contributor").

Section 1. - Definitions. As used in this Agreement:

a. "Author Profile" means the Author Profile in **Schedule 1**, attached hereto and incorporated herein by this reference, and any text and photographs associated therewith.

b. "Publication" means the publication checked below:

- Opening Statement;
- VBA Journal; or
- Other: _____.

c. "VBA Parties" means the VBA, the *Opening Statement* Editorial Board, and the VBA's, directors, managers, members, employees, volunteers, attorneys, agents, assigns, suppliers, service providers, and contractors.

d. "Submission" means the material described in **Schedule 2**, attached hereto and incorporated herein by this reference, the Author Profile, and any other future content submitted by Contributor for publication, including without limitation any text, charts, tables, illustrations, photographs, or other materials.

Section 2. - Review of Submission. The editors of the Publication (the "Editors") will review the Submission and consider it for publication in the Publication. Nothing in this Agreement obligates the VBA to publish the Submission, and the Editors may, at any time, suspend the Submission from further consideration.

Section 3. - License. In consideration of this Agreement and for no monetary consideration, Contributor hereby grants the VBA a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license (1) to publish the Submission in the Publication and to reproduce, distribute, perform, and display the Submission, or any part thereof, as published in the Publication, alone or in conjunction with other materials, in any and all media or forms of communication whether now existing or hereafter developed, (2) to use the Submission to promote and publicize the VBA or its publications, and (3) to use the Contributor's name, likeness, and biography in connection with the advertising, publicity, and promotion of the Submission.

Section 4. - Editorial Review. Contributor agrees that the Editors have the right to edit the title of the Article and to edit the Submission to conform to the Publication's standards of style,

format, length, language usage, tone, grammar, punctuation, and technological requirements, provided that the meaning of the Submission is not materially altered, and Contributor agrees to accept any such editorial revisions without review. Without limiting the foregoing, the Editors may recommend or require revisions that materially alter the meaning of the Submission, which will be submitted to Contributor for approval before the Submission is published, but if Contributor does not make or approve such revisions, the VBA will have the right to publish the Submission without such revisions or to suspend further consideration of the Submission.

Section 5. - Representations and Warranties. Contributor represents and warrants to the VBA Parties that (1) Contributor has the right to enter into this Agreement and grant the VBA the license contained herein, (2) to the best of Contributor's knowledge, the Submission does not infringe the rights of others, including without limitation any copyrights, moral rights, trade secrets, or any other intellectual property rights, (3) this Agreement does not violate any agreement Contributor has with any third party, and (4) nothing in the Submission libels or defames any individual or entity. Contributor agrees to indemnify and hold harmless the VBA Parties for any breach or alleged breach of this Agreement or of any of the foregoing representations and warranties.

Section 6. - No Additional Representations. Contributor acknowledges and agrees (1) that none of the VBA Parties has made any representations to Contributor other than those representations expressly made in this Agreement, and (2) that in the execution of this Agreement, Contributor has not relied upon any representations made by any of the VBA Parties other than those representations and warranties expressly made in this Agreement.

Section 7. - Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. The VBA may terminate this Agreement at any time upon notice to Contributor. This Agreement and the schedules hereto contain the entire agreement and understanding of the parties to this Agreement with respect to the transactions contemplated hereby, and this Agreement and the schedules hereto supersede all prior understandings and agreements of the parties with respect to the subject matter hereof. This agreement shall apply to all future materials submitted by the Contributor to the VBA for publication.

Contributor:

Signature: _____

Date: _____

Address: _____

Phone: _____

E-mail address: _____

Schedule 1

AUTHOR PROFILE

Contributor's Name (as you request it to appear in connection with the Submission):

_____.

Position and Firm/Employer: _____.

(optional) **Brief Bio of Contributor** (*Use additional pages if necessary.*):

_____.

(optional) **Photo of Contributor:** *The photo should be in a high resolution format suitable for printing, and may be included with this form or subsequently provided to the Editors.*

(optional) **Practice Areas:** _____.

(optional) **Law School and Year:** _____.

(optional) **VBA Member Since** (year): _____.

(optional) **Leadership Positions in VBA:** _____.

_____.

(optional) **Contact Information to be Published** (This is contact information that you request to appear in the author profile in the Publication, such as an e-mail address and/or phone number):

_____.

(optional) **Other Leadership Positions or Awards** (e.g., Super Lawyers, Legal Elite, ABA or local bar leadership, etc.):

_____.

The information submitted in this Author Profile is subject to editorial review, and the Editors reserve the right to determine which of the optional items above, if any, to use in connection with the Submission.

Schedule 2

DESCRIPTION OF SUBMITTED MATERIAL

The “**Submission**” includes, without limitation, those materials described below:

Instructions: Please check the appropriate boxes below and complete the applicable details about the submitted materials.

ARTICLE

Tentative Title: _____

Brief Description (or Abstract): _____

If the Article has been published previously (or is adapted from another article that has been published previously):

Title as First Published: _____

Date First Published: _____ **Name of Publication/Website:** _____

Citation/Web Address: _____

PHOTOGRAPH(S)

Filename: _____

Date Taken: _____ **Location:** _____

Description: _____

People in Photo: _____

Name of Photographer (if not Contributor): _____

Filename: _____

Date Taken: _____ **Location:** _____

Description: _____

People in Photo: _____

Name of Photographer (if not Contributor): _____

Use additional pages, if necessary, to describe all of the photographs submitted.

OTHER MATERIALS

Filename: _____

Date Created (if applicable): _____ **Location** (if applicable): _____

Brief Description (or Abstract): _____

Filename: _____

Date Created (if applicable): _____ **Location** (if applicable): _____

Brief Description (or Abstract): _____

Filename: _____

Date Created (if applicable): _____ **Location** (if applicable): _____

Brief Description (or Abstract): _____

Use additional pages, if necessary, to describe all of the other materials submitted.