

**Contributor Rights Agreement
- Text and Other Work -**

August 30, 2012

Dear Writer:

Thank you for submitting your work to [REDACTED]. This letter confirms our ongoing agreement ("Agreement") with you regarding this submission and **any future submissions** which we may publish after this date (including any photos, illustrations, or other copyrightable elements submitted with your text contribution) (the "Work").

Comment [YW1]: This is basically a "lifetime" contract that will cover the terms and conditions for all your work for this publisher.

For the agreed compensation, or in exchange for the opportunity to participate in this publication, you grant to the [REDACTED] (and its licensees) 90 days exclusive worldwide rights (determined from the date of first publication by us in any edition) in all languages to unrestricted use of your Work in any and all media and formats now known or hereafter developed, (including but not limited to print, Internet, PDF, wireless, Webcast, podcast, etc.) and including in any and all editions of the [REDACTED] (e.g., print, electronic, online, mobile, domestic and international, daily and weekly, and [REDACTED]-branded social media channels (e.g., Facebook, YouTube), etc.).

After 90 days, you retain all rights, **except** as listed below. You retain exclusive book rights, and we will forward any book requests to you at the email address you have provided below. Please be sure to let us know if your email address changes.

Comment [YW2]: This may sound reasonable but look for the word "EXCEPT"

After 90 days, the [REDACTED] (and its licensees) retains **nonexclusive, worldwide, royalty-free rights** in your Work for the following purposes only:

Comment [YW3]: This basically means that you will retain NO rights after signing them away to the publisher.

- 1) **Syndication** in print newspapers and other print periodicals (including their electronic editions, if any).
- 2) **Electronic distribution**, such as electronic syndication, electronic information retrieval, digital delivery of audio/video and/or text, and other on-line and/or electronic services (e.g., Nexis, CD-ROM publications, Internet, [REDACTED] electronic archives, [REDACTED] archive licensees, and others).
- 3) **Article reprints and in-context reproductions of published pages** from any edition of the [REDACTED], such as Copyright Clearance Center uses, microform and digital microform, and [REDACTED] retrospectives.
- 4) **Broadcast uses**, such as radio, TV, shortwave, Webcasts and/or podcasts (whether streamed or downloadable).

You represent and warrant that the Work does not violate any copyright or other right of any person or organization, or any agreement to which you are a party or to which the Work is subject.

This Agreement may not be modified by any invoice or other document you may submit to the [REDACTED], or the [REDACTED]'s payment thereof. This Agreement may only be modified in writing signed by both you and the [REDACTED]. This Agreement is governed by the laws of the Commonwealth of Massachusetts, U.S.A., without regard to choice of law principles.

Comment [YW4]: Always negotiate, although this agreement leaves little room for negotiation.

Please sign below to indicate your acceptance of the terms described herein, and return by one of these methods: (i) email a scan to [REDACTED]; (ii) fax to [REDACTED]; or (iii) mail to the Editorial Financial Office at the above address.

Comment [YW5]: Note what law you will be subject to before signing the contract.

Upon receipt of this signed Agreement and publication of the Work, the [REDACTED] will mail payment(s) to you at the address below. If you have any questions, please contact the Editorial Financial Office at [REDACTED] or email [REDACTED]. Please be sure to let us know if your contact information changes.

BAD

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For The [REDACTED]:

[REDACTED]
Editor

For Writer:

ACCEPTED AND AGREED

(NOTE: Do not include a tax id number on this document.)

Signature*

Name (please print or type)

Preferred Byline (if different)

Date Signed

Address

City State/Province Postal/ZIP Code

Country

Phone Email

*A parent or guardian needs to sign this form for a contributor who is a minor (under the age of 18 years).

Parent's Signature Date Parent or Guardian's Name Relationship