

Connecticut Insurance Law Journal Publication Agreement

The following is an agreement (the “**Agreement**”) between Lorelie S. Masters (the “**Author**”) and the *Connecticut Insurance Law Journal* (the “**Journal**”). This Agreement governs the article, *The American Law Institute’s Restatement of the Law, Liability Insurance: Scholarship and Controversy* (the “**Work**”).

I. Author’s Grant of Rights

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Robert A. Smith, 49 CONN. INS. L.J. 300 (2016).

- (c) Whether such publication takes place with permission of the Journal or after the six-month period following publication in the Journal, the Author shall give **notice** to the Journal of intent to publish as well as the form of such publication;
- (3) To make an electronic version of the Work available online, including, but not limited to, posting the Work on a non-commercial online repository (such as SSRN), an institutional repository, or a website under the Author's control.
 - (a) If the Author posts a draft of the Work before the Work is published in the Journal, the Author shall identify the Work as a draft, indicate that it is "forthcoming" in the "*Connecticut Insurance Law Journal*" and include any citation information available at that time (pursuant to Paragraph II.A.(2)(b)).
 - (b) Once the Work is published by the Journal, if the Author wishes to keep the Work posted to a non-commercial online repository, he or she shall post the final electronic version of the Work as published by the Journal and provided to the Author pursuant to Paragraph V.E.(2). The Author may continue to post the earlier drafts on the non-commercial online repository as long as they are identified as drafts.

III. Author's Warranties and Undertakings

A. The Author warrants that to the best of the Author's knowledge:

- (1) The Author is the SOLE author of the Work and has the power to convey the rights granted in this Agreement;
- (2) The Work has not previously been published, in whole or in part, except as follows:

- (3) The Work does not infringe the copyright or property right of another.

- B. If the Work reproduces any textual or graphic material that is the property of another for which permission is required, the Author shall obtain written consent to such reproduction.

IV. Litigation

- A. 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 judgement is rendered against the Journal, the Author shall reimburse the Journal for the amount of such payment or judgement, and shall pay the costs and expenses, including attorneys' fees, reasonably incurred by the Journal in defending against the claim.
- B. The Journal shall have the power, after giving notice to the Author, to initiate legal proceedings against persons or entities believed to be infringing the rights granted by the Author to the Journal. The Author agrees to cooperate reasonably in the institution and maintenance of such proceedings. Damages recovered in such proceedings shall be applied first toward the Journal's reasonable costs and expenses incurred in the proceedings, and the balance shall be divided equally between the Author and the Journal.
- C. In any dispute between the Author and the Journal, Connecticut law shall govern and the exclusive forum shall be Connecticut. The Author consents to the jurisdiction of Connecticut. For breach of contract or similar cause of action, damages awardable to the Journal shall be deemed to be no less than the Journal's annual revenue divided by the total number of articles in the volume in which the Article appears. In the event of the Author's breach, the Author shall pay the costs and expenses, including attorneys' fees, reasonably incurred by the Journal in the dispute.

V. Editing, Printing, and Publication

- A. 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 Author and the Journal.
- B. The Author agrees to comply with the Journal's publishing deadlines and to cooperate fully with the Journal's review and editing process. If the Author is unable to comply with any deadlines set forth, the Author shall immediately contact the Journal and request additional time. The Journal reserves the right to amend the publication date or revoke publication if the Author does not reasonably comply with any deadline.

- C. The Author shall not add more than 500 words or make any substantial changes to the Work without the approval of the Journal. The Journal reserves the right to reject any significant modifications to the Work.
- D. In the event that the Work is preempted, the Journal reserves the right to amend the publication date upon amelioration of the Work or revoke publication.
- E. Promptly after publication, the Journal shall give the Author, without charge:
 - (1) Twenty-five (25) copies of the Work bound in the cover of the issue in which it appears with the name of the Work title. If requested by the Author, additional copies may be ordered at the Author's expense. At the time that the issue goes to press, the Journal will contact the Author to allow the Author to order more reprints through the Journal. After this time, orders must be placed through Western Newspaper Publishing Company; and
 - (2) One (1) copy of the complete issue in which the Work appears. If requested by the Author, additional copies may be ordered, up to five (5) copies, or more at the Author's expense. At the time that the issue goes to press, the Journal will contact the Author to allow the Author to order more issues through the Journal. After this time, orders must be placed through Western Newspaper Publishing Company; and
 - (3) If requested by the author, an electronic copy of the final published version of the Work, as well as the cover and table of contents of the issue in which the Work was published, in Portable Document Format (PDF).

VI. Reformation

- A. If the final judgment of a court declares that any term or provision hereof is invalid, void or unenforceable, the parties agree to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases, or to replace any invalid, void or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the original intention of the invalid or unenforceable term or provision.

VII. Final Agreement

- A. This Agreement constitutes the sole agreement between the Author and the Journal with respect to the publication and copyright of the Work. Any modifications of or additions to the terms of this Agreement shall be in writing and signed by the Editor-in-chief.

Author: _____ **Date:** _____

Please print name: _____

Journal: Connecticut Insurance Law Journal **Date:** August 21, 2020

Editor-in-Chief: Haley Flinton