

PUBLISHING AGREEMENT

THIS PUBLISHING AGREEMENT (the "Agreement") is made this ____ day of _____, 20__ (the "Effective Date") by and between SOCIETY FOR CASE RESEARCH ("SCR"), a non-profit organization organized under the laws of the State of Louisiana and having its principal place of business at 207 Belle Meade Blvd., Thibodaux, LA 70301-4907 and _____, an individual with a mailing address of _____ ("Author"). SCR and Author are referred to in this Agreement individually as a "party" and jointly as the "parties."

BACKGROUND

WHEREAS, SCR facilitates the exchange of ideas leading to the improvement of case research, writing and teaching; assists in the publication of written cases or case research and other scholarly work; and provides recognition for excellence in case research, writing and teaching;

WHEREAS, SCR publishes three scholarly journals, Business Case Journal, Journal of Case Studies, and Journal of Critical Incidents;

WHEREAS, Author, along with the consent of all co-authors, if applicable, submitted [_____] for publication with SCR (the "Manuscript"); and

WHEREAS, SCR selected the Manuscript for publication in [_____], Issue _____, Vol. _____, No. _____ (the "Publishing Journal") based on the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing premises and the covenants and agreements contained in this Agreement, the adequacy and legal sufficiency of which hereby expressly are acknowledged, the parties hereby agree as follows:

1. COPYRIGHT.

a. Author, together with the consent of all co-authors, hereby transfers jointly to SCR and the Publishing Journal, copyright ownership in the Manuscript, including all versions in any format now known or hereafter developed.

b. If the Manuscript was written by Author in the course of the Author's employment as a "Work-Made-For-Hire" as defined under U.S. Copyright Law, 17 U.S.C. § 101, the Manuscript is owned by Author's employer, which must sign the Agreement (in addition to the Author's signature). In such case, the Author's employer hereby assigns to SCR and Publishing Journal, all copyright in and to the Manuscript for the full term of copyright throughout the world. In the case of a Work-Made-For-Hire, the Author's employer has the same rights and obligations as contained in Section 2, Section 3, and Section 4 herein.

2. MORAL RIGHTS.

- a. The Author's right to attribution and the integrity of their work under the Berne Convention (article 6bis) is not compromised by this Agreement.

3. PERMITTED USE BY AUTHOR. Author may use all or portions of the Manuscript with the express written consent of the SCR Copyright Committee. Permitted uses by Author must include appropriate citation. Copyright notices, SCR or Publishing Journal logos, bibliographic or other references to SCR journal titles, web links, and any other journal-specific "branding" or notices that are included by SCR in the Manuscript or that are provided by the SCR with instructions that such should accompany its display, should not be removed or tampered with in any way.

4. AUTHOR REPRESENTATIONS. Author, including all co-authors (and in the case of a Work-Made-For-Hire, the Author's employer), jointly and severally warrant and represent the following:

- a. The Manuscript is the Author's original work.
- b. The Manuscript has not been previously published in any form.
- c. The Manuscript is not being considered for publication elsewhere in any form.
- d. The Manuscript does not include or contain any statements, conclusions or information that is intentionally misleading or inaccurate.
- e. The Manuscript does not include or contain any material that may be considered obscene, defamatory, libelous, or otherwise unlawful, violates any right of privacy or publicity, or infringes, misappropriates, or otherwise violates any intellectual property rights or any other human, personal, or other rights of any kind of any person or entity.
- f. Nothing in the Manuscript infringes any duty of confidentiality which the Author may owe to another party or violates any contract, express or implied, that the Author may have entered into, and all of the institutions where the work, as reflected in the Manuscript, was performed have authorized publication.
- g. Permission has been obtained and included with the Manuscript for the right to use and authorize use in print and online formats, or of any format that hereafter may be developed for any portions that are owned or controlled by a third party. Payments, as appropriate, have been made for such rights, and proper credit has been given in the Manuscript to those sources.
- h. Author has taken all reasonable steps to maintain the confidentiality of and otherwise protect and enforce its right in all proprietary information contained in the Manuscript.

i. Potential and/or relevant competing financial or other interests that may be affected by publication of the Manuscript have been disclosed to the appropriate SCR Publishing Journal editor.

j. The Author (and, in the case of a Work-Made-for-Hire, the Author's employer) represent and warrant that the undersigned has the full power to enter into this Agreement and to make the grants contained herein.

k. The Author (and, in the case of a Work-Made-for-Hire, the Author's employer) indemnify the SCR and/or its successors and assigns for any and all claims, costs, and expenses, including attorney's fees, arising out of any breach of a warranty or representation contained herein.

5. SCR MANUSCRIPT GUIDELINES FOR AUTHORS. By signing this Agreement, Author acknowledges they have read and understand the SCR's "Manuscript Guidelines for Authors" (https://www.sfcr.org/docs/SCR_Manuscript_Guidelines_for_Authors.pdf).

6. GENERAL PROVISIONS.

a. SCR shall have the right to use any material in the Manuscript, including use for marketing, promotional purposes, and on publication covers, provided that the meaning and integrity of the content is not compromised. When the SCR is approached by third parties for permission to use, reprint, or republish entire articles the undersigned Author's or employer's permission may also be sought at the discretion of SCR. SCR will store the information supplied in connection with the Manuscript within its electronic records. Information about SCR activities, products, and services may be sent to SCR Authors by mail, telephone, email, or fax. Authors may inform SCR if they do not wish to receive news, promotions, and special offers about our products and services. No personal information will be shared with third parties.

b. **Dispute Resolution.** In the event there is a dispute arising out of or relating to this Agreement, the parties agree to first attempt in good faith to resolve the dispute through commercially reasonable negotiations. Any dispute arising out of or relating to this Agreement not resolved by negotiations shall be subject to binding arbitration by a single arbitrator with the American Arbitration Association in accordance with its Commercial Arbitration Rules. The parties agree that this Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of North Carolina and the United States Arbitration Act. The arbitration shall be held in North Carolina. The arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement.

c. **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to the subject matter contained herein and supersedes all prior discussions and written and oral agreements with respect thereto. The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

d. Amendment. The terms of this Agreement may not be amended, modified, or waived except by written agreement duly executed by the parties. Any forbearance, failure, or delay by any party to exercise any right, power, or remedy under this Agreement shall not be deemed to be a waiver of such right, power, or remedy; and any single or partial exercise of any such right, power, or remedy under this Agreement shall not preclude the further exercise thereof.

e. Duplicate Originals. This Agreement shall be executed in duplicate originals, each of which shall be deemed to be an original and shall be admissible in any proceeding, legal or otherwise, without the production of the other such original.

f. Assignment. This Agreement shall inure to the benefit of and bind the parties hereto and their respective successors, and shall not be assignable or transferable by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

g. Governing Law. The parties hereto agree that, notwithstanding the principles of conflicts of law, the internal laws of the State of North Carolina shall govern and control the validity, interpretation, performance, and enforcement of this Agreement. Further, the parties hereto agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of the County of Pitt, State of North Carolina, and the parties hereto each consent to the jurisdiction and venue of said courts and waive any right or defense relating to such jurisdiction or venue.

[Signatures to follow]

IN TESTIMONY OF THIS AGREEMENT, the parties have caused this Publishing Agreement to be executed under seal and in such form as to be binding, all by authority duly given, as of the date first above written.

SOCIETY FOR CASE RESEARCH

By: _____
Name: _____
Title: _____

JOURNAL

By: _____
Name: _____
Title: _____

AUTHOR

_____ (SEAL)

AUTHOR'S EMPLOYER (IF WORK-MADE-FOR-HIRE)

By: _____
Name: _____
Title: _____