

LICENSE TO PUBLISH

This License to Publish is made and entered into this _day of _____, 20____, by and between The Regents of the University of California, a California corporation (“University”) on behalf of its Davis campus School of Law, and [author’s name] (“Author”).

WITNESSETH:

WHEREAS University publishes [*name of journal*] (“Journal”); and

WHEREAS Author owns copyright(s) to a work entitled “[*title of submission*]” (“Work”); and

WHEREAS University desires to obtain from Author, and Author desires to grant to University, a license to publish Work in Journal;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and terms set forth, and for other good and valuable consideration hereby acknowledged, the parties agree as follows:

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- a. Author represents and warrants that:
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 - 4) Author has the right to enter into this agreement.
- b. If Author is not the sole author of the Work, Author represents and warrants that Author has obtained, at his/her own expense, written permission for the inclusion of any copyright-protected material in the work, whether text, illustration, or otherwise. Author shall be responsible for payment of all fees charged for the use of such material. Author shall deliver to University any documents relating to the granting of these permissions, and shall provide University with the correct acknowledgement or copyright notices to be printed with any quoted material.
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- a. Author grants University exclusive first rights to publish the final version of Work in any medium now known or hereafter developed.

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7. NOTICES. All notices under this agreement shall be effective only if made in writing and delivered by personal service, by registered mail, or as otherwise may be required by law, as follows:

To University:
 UC Davis School of Law
Journal of
 400 Mrak Hall Drive

To Author:
 [Name
 [Address
 [

Davis, CA 95616

[E-mail

- 8. GOVERNING LAW. This agreement shall be construed and enforced in accordance with the laws of the State of California.
- 9. CONTINUATION OF OBLIGATIONS. This agreement shall bind and shall inure to the benefit of the successors and assigns of either party.
- 10. WAIVER OF RIGHTS. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
- 11. ENTIRE AGREEMENT. This agreement contains all of the understandings between the parties and may not be amended, altered or changed, except by an amendment in writing executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

[author's name]

BY: _____
Sue Walther Jones
Publications Coordinator

BY: _____

DATE: _____

DATE: _____