Sample Letter of Agreement

between

The New York Genealogical and Biographical Society

36 West 44th Street, New York, NY 10036

and

(author's name)

This agreement defines the rights, restrictions, uses, and responsibilities relating to an article written by (author's name) (the “Author”) and submitted for consideration for publication in The New York Genealogical and Biographical Record (the “Record”), a quarterly journal published by The New York Genealogical and Biographical Society (the “Publisher”).

The article is provisionally entitled:

(article title)

The Author understands that the signing of this letter by the Publisher does not constitute acceptance of the article.

The Author understands that the Publisher may reformat the article to conform to the style of the Record.

The Author understands that the Publisher may return the article for—or make separate requests for—reorganization, rewriting, additions, changes, deletions, or corrections.

The Author understands that the Publisher may—at the Publisher’s discretion—substantially reorganize, rewrite, add, change, delete, or correct material in the article, but that the Author will review such changes prior to publication, and no such changes shall be published without the Author’s approval.

The Author states that the material is his or her own writing except as cited, acknowledged, or attributed within the article.

The Author states that the material is correct, true, and nonlibelous to the best of Author’s knowledge.

Except as described below, the Author has not submitted and will not submit the material to any other potential publisher unless and until the Publisher has notified the Author that the Publisher no longer has the material under consideration.

The Author represents that the material has not substantially appeared in prior print or electronic publications, except as described below:

If the material is intended to be included in a future or concurrent larger work by the Author, describe below:

If the work has been or will be submitted to the Board for Certification of Genealogists or to any writing contest, describe below:
If the work was done for another individual, whether paid or not, describe below:

The Author will retain all copyrights, except as given to the Publisher as described below:

- The Author assigns to the Publisher the right to publish the article in the Record in an unspecified issue.
- The Author assigns to the Publisher the right to reprint or republish the article in a print or electronic version of the Record and other print or electronic versions, but not to alter the article from its published text without the Author’s permission.

The Author may use the material from the article in oral presentations.

The Author may not sell, give, or publish the article in amounts greater than 50% in any other publication, except that the Author may reproduce the article or a version of the article in publications of his or her own, electronic or print, as long as one of the appropriate citations below is used:


[or]


Other uses by the Author or the Publisher may be agreed upon jointly.

The Publisher will provide up to three free copies of the issue of The New York Genealogical and Biographical Record in which the article appears and up to five sets of tear sheets per article.

This Letter of Agreement is binding on the parties and their successors and assigns, and its validity, interpretation, construction, performance, and enforcement shall be governed by the laws of the State of New York.

THE NEW YORK GENEALOGICAL AND BIOGRAPHICAL SOCIETY:  

AUTHOR:

By: ________________________________  ________________________________

Name:

Title: Editor

Date: ________________________________  ________________________________