

[Redacted]

[Redacted]

[Redacted]

Dear _____:

This letter sets forth the terms of the agreement between you and The Trustees of Columbia University in the City of New York, acting through the _____ ("Columbia") regarding your delivery to Columbia of an article/illustration ("Article") to appear in the Columbia publication titled _____ ("Magazine").

1. The Article/Illustration shall be on the topic of _____ and shall be approximately _____ words/drawings.
2. You agree to deliver the Article, in form and content acceptable to Columbia, no later than _____, unless an extension of time has been negotiated with the editorial staff of the Magazine.
3. You hereby grant to Columbia the copyright and all other rights to the Article, which includes but is not limited to the right to edit and revise the Article, the right to reproduce, distribute and publish the Article in all media, including but not limited to, in print, online, on microfilm or microfiche, in electronic databases, on CD-ROM and on audiotape, the right to translate the Article and publish it in foreign languages and to prepare and publish abridged versions and other derivative versions of the Article.
4. Upon Columbia's acceptance of the Article, which shall be in Columbia's sole discretion, Columbia will pay you \$_____. If the Article is not accepted, Columbia will return the Article to you and pay you a "kill" fee of \$_____, and all rights to the Article will revert to you upon such payment.
5. After one complete publication of the Article in the Magazine, both in print and online, and upon your written request, Columbia agrees to transfer to you all rights under the copyright, provided however, that (a) you will give appropriate credit to Columbia and the Magazine as the original publisher of the Article; (b) you may not submit the Article for publication elsewhere for a period of at least _____ months following first publication by Columbia in print and electronically; (c) you may not publish, or grant any third party the right to publish, the Article in a competing publication, such as _____; and (d) Columbia will have a perpetual nonexclusive license to republish the Article in any medium, whether now known or developed sometime in the future, including but not limited to in print,

online, on microfilm or microfiche, in electronic databases, on CD-ROM and on audiotape. Any such republication by Columbia will give appropriate credit to you as the author.

[Alternative to Section 5 above: 5. After one complete publication of the Article in the Magazine, Columbia grants you the nonexclusive right to publish the Article, provided however, that (a) you may not submit the Article for publication elsewhere for a period of at least _____ months following first publication by Columbia in print and electronically; (b) you may not publish, or grant any third party the right to publish, the Article in a competing publication, such as _____; and (c) any publication by you shall give suitable credit to Columbia as the first publisher of the Article.]

6. You represent and warrant that you have the full power to make this agreement, that the Article is your own original work and has not been previously published in whole or part in any form, that no other party other than Columbia has any copyright or other rights in the Article, that the contents of the Article are not libelous or injurious or otherwise actionable and will not infringe upon any copyright, proprietary right or any other right of any third party.

7. You hereby authorize Columbia to use your name in a fair and dignified manner for circulation, sales promotion and publicity purposes.

8. If Columbia fails to publish the Article within one year from the date of your delivery of the Article in conformity with paragraph 2, this Agreement shall terminate and all rights in the Article shall revert to you.

9. This Agreement sets forth our entire understanding, supersedes all existing agreements between us about it and shall be governed by New York law applicable to agreements made and to be fully performed in New York. Any amendment or modification must be in writing and signed by you and Columbia.

If this letter correctly states our agreement, please sign and date the enclosed copy where indicated and return it to _____.

Sincerely,

The Trustees of Columbia University in the City of
New York

By: _____
Title: _____

Accepted:

_____ Dated: _____