

**AGREEMENT**

This agreement (the “Agreement”) is made by and among (i) the Harvard Law Review Association, the Columbia Law Review Association, Inc., The Trustees of the University of Pennsylvania, owner of the University of Pennsylvania Law Review, and The Yale Law Journal Company, Inc. (collectively, the “Reviews”), on the one hand, and (ii) Carl Malamud, President and Founder of Public.Resource.Org, and Christopher J. Sprigman, Professor of Law at New York University School of Law (collectively, the “Authors”), on the other hand (the Reviews and the Authors are each individually referred to herein as a “Party” and collectively as the “Parties”). The effective date of this Agreement (the “Effective Date”) is January \_\_, 2016.

WHEREAS, the Reviews assert their joint ownership of copyright rights in the various editions of the work entitled *The Bluebook: A Uniform System of Citation* (the “Bluebook”) including without limitation *The Bluebook Online*, and own various U.S. copyright registrations for those editions;

WHEREAS, the Reviews assert their joint ownership of trademark and trade dress rights in the *Bluebook*, and own U.S. trademark registrations for marks associated with that work, U.S. Trademark Reg. Nos. 3,756,727 for THE BLUEBOOK, 3,748,511 for THE BLUEBOOK ONLINE, and 3,886,986 for THE BLUEBOOK A UNIFORM SYSTEM OF CITATION;

WHEREAS, the Authors are in the process of writing and editing a work, with the current working title *Baby Blue* (the “Work at Issue”), intended to teach a method of legal citation compatible with the method of legal citation set forth in the *Bluebook*;

WHEREAS, the Parties wish to enter into confidential discussions (the “Discussions”) with the hope of resolving any potential copyright, trademark, trade dress, and unfair competition issues among them arising out of or concerning the future publication, distribution, and sale of the Work at Issue; and

WHEREAS, further to their common interest, the Reviews have authorized the current President of the Harvard Law Review to engage in the Discussions with the Authors on their behalf;

WHEREAS, the Authors have represented their willingness to refrain from publishing, distributing, offering, selling, or otherwise disclosing to others the Work at Issue during the course of the Discussions, or in the event the Discussions do not resolve all copyright, trademark, trade dress, and unfair competition issues relating to the Work at Issue, during any potential legal action among the Parties concerning such issues (an “Action”);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. For purposes of this Agreement, “Confidential Information” includes all information, documents (including drafts and mark-ups of drafts of the Work at Issue), and communications (whether written or oral), exchanged among the Parties in connection with the Discussions, except to the extent such information is publicly available or otherwise lawfully known to a Party as of the Effective Date. Confidential Information also includes this Agreement and its terms, as well as the commencement and pendency of, the nature of, the status of, the participants in, and unless otherwise agreed by the Parties, the outcome of the Discussions.

2. All Confidential Information exchanged pursuant to this Agreement shall be maintained as strictly confidential by the Parties receiving that information (the “Receiving Parties”), with access limited to (i) the Parties, (ii) their attorneys, and (iii) authorized employees and representatives of the Receiving Parties who have a need to know of, or participate in, the Discussions. No Confidential Information shall be published, distributed, or otherwise made available to any third party or the public by the Receiving Parties, or used by the Receiving Parties for any purpose other than attempting to resolve any dispute among the Parties concerning the Work at Issue. All Confidential Information shall be deemed to be covered by and subject to the provisions of Federal Rule of Evidence 408 and state counterpart rules of evidence. Notwithstanding any of the foregoing provisions, the Parties may (i) confidentially disclose this Agreement as necessary to their members, officers, directors, employees, attorneys, accountants and auditors, and as otherwise necessary to fulfill standard or legally required corporate reporting or disclosure requirements, and (ii) disclose this Agreement to the extent necessary to enforce its terms, or as otherwise required by law.

3. To encourage the amicable resolution of this matter, and to avoid any need for the Reviews to seek a temporary restraining order or preliminary injunctive relief, the Authors shall not publish, distribute, offer to sell, or sell the Work at Issue, or otherwise make the Work at Issue available to any third party or the public, in any form, in whole or in part, anywhere in the world unless and until (i) the Parties have fully resolved their dispute concerning the Work at Issue on terms acceptable to all of the Parties, or (ii) in the event the Parties are unable fully to resolve their dispute, either of the Parties has commenced an Action and such Action has concluded in a final, non-appealable judgment or a settlement and dismissal of all claims, including any counterclaims.

4. All rights not expressly granted herein are reserved.

5. The terms of this Agreement have been negotiated at arm’s length with all Parties and their counsel, if any, having input into the specific terms. As a result, the rule of “interpretation against the drafter” shall not apply in any dispute over the interpretation of the terms of this Agreement.

6. Each Party represents and warrants that it has carefully reviewed this Agreement, has obtained or knowingly and voluntarily chosen not to obtain advice of counsel with respect to this Agreement, understands its terms, and has relied wholly on its own judgment and knowledge and has not been influenced to any extent whatsoever in making this Agreement by any representations or statements made by any other Party, or anyone acting on behalf of any other Party, other than those contained herein.

7. This Agreement and all obligations contained herein shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, and/or assigns.

8. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have hereunto set their hands as of the date below.

**THE HARVARD LAW REVIEW  
ASSOCIATION**

**THE COLUMBIA LAW REVIEW  
ASSOCIATION, INC.**

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Name:

Name:

Title:

Title:

Date:

Date:

**THE TRUSTEES OF THE UNIVERSITY  
OF PENNSYLVANIA, OWNER OF THE  
UNIVERSITY OF PENNSYLVANIA LAW  
REVIEW**

**THE YALE LAW JOURNAL COMPANY,  
INC.**

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Name:

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Name:

Title:

Title:

Date:

Date:

**CARL MALAMUD**

**CHRISTOPHER J. SPRIGMAN**

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Date:

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Date: