



Contract Management: CM.23.0115
In Effect: January 2015
Review Date: January 2017

Approval and Signature of Publishing Agreements

Supersedes: N/A

Pages: 2

1.0 PURPOSE

Raising awareness and understanding of who we are and what we do through external communication is an important element of Abt's reputational capital. To this end, Abt employees are strongly encouraged to present Abt professionally through publishing books, articles, and papers. Sometimes the publishing of Work products created by Abt employees are subject to certain client limitations and/or publisher requirements. It is important for Abt authors to understand the terms of client agreements that may pertain to our right to publish.

Contracts Operations is here to assist authors to navigate through the terms of contracts and publishing agreements in an effort to get their work out to the public; it is therefore mandatory that all such agreements be transmitted to Contracts. First, the Contract Administrators are important resources to aid in reviewing solicitations that may include language such as the Rights in Data clauses, publishing clauses, and privacy clauses that might limit Abt authors' ability to publish once the client work is completed. Second, Contract Administrators can negotiate more favorable terms in your contracts for publication and ownership of data, and seek to obtain approvals to publish from the client contracting officers. Finally, it is the responsibility of the Contract Operations Department to review, sign, and retain copies of all publishing agreements, copyright agreements, and other contractual agreements related to the publishing of Abt written work.

This document provides the procedures and guidelines for obtaining guidance, approval and signature from Contract Operations.

2.0 APPLICABILITY

This policy specifically applies to Abt Associates Inc.

3.0 DEFINITIONS

"Work" – intellectual property (as defined in Abt's **Intellectual Property Policy**) produced by an Abt employee as part of his/her work for Abt. All Work produced by Abt employees as part of their employment with Abt, whether or not it is created for a client, is the sole property of Abt Associates and not of its employee(s). In certain circumstances, Abt may share its intellectual property rights in a Work, in whole or in part, with client(s) and/or publishers.

4.0 REFERENCED AND ASSOCIATED DOCUMENTS

Corporate Policy (BP) Intellectual Property Policy

Corporate Policy (BP) Contracts Signature Authority Policy

5.0 PROCEDURE

1. All Abt staff preparing Works derived from data and information that is not publicly available, and is first obtained under Abt client contracts should carefully review the publishing and data rights clauses in the related contract to understand any contractual limitations and requirements. Subsequent to their review of the client contract, if the author(s) does not understand, has questions or requires clarification of ambiguous language pertaining to publishing, data rights or other special contract clauses, they should contact their Contracts Administrator for assistance prior to submitting any Work for publication or presentation to the public. The Contracts Administrator for the contract will provide advice regarding the contract terms and if required, correspond with the Contracting Officer to secure resolution of any potential issues related to public release of the Work. Depending on the contract terms, the requirement to provide notice and receive related approvals may continue even after the end date of the contract.
2. If the publisher requires signature on a copyright or other such agreement before accepting the Work for publication, the author must notify the Director of Contracts, and the Vice President (VP) of Contract Operations and send a copy of the agreement or link to the agreement (if on-line form). Either the Director of Contracts or the VP of Contract Operations will review the agreement within two business days of receipt, and if the contract terms are acceptable -- sign the agreement, notify the author and send the signed agreement to the publisher. If terms are not acceptable, the Director of Contracts or VP of Contract Operations shall, whenever possible, negotiate more favorable terms with the publisher.
3. Contract Operations shall keep a copy of all signed publishing agreements on file in the Contracts Group E-Library.
5. To allow Abt authors to freely publish Work without censorship from clients, Contracts Administrators will, whenever possible, negotiate most favorable publishing, copyright, and other data rights terms and conditions in all client contracts.
6. Abt authors shall, whenever possible and practicable, protect Abt Works by including a copyright mark on all Works (see Intellectual Property Policy), and not transfer copyright to others without consultation with their supervisor, VP of Reputational Capital, and Director of Contracts or VP of Contract Operations.



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