

ACTEC LAW JOURNAL Information for Authors and Author's Agreement

The *ACTEC Law Journal* is published three times a year by The American College of Trust and Estate Counsel. The College invites submission of articles for publication in the *Journal* on the subjects of trust and estate law, such as wills and trusts, estate planning, probate procedure and administration of trusts and estates of decedents, minors and incapacitated persons, taxation, trust and estate related litigation, elder law, professional responsibility and related fields of interest to trust and estate practitioners and academicians. Authors need not be Fellows of the College and prospective Fellows are encouraged to write for the *Journal*.

Style of Articles

Articles should be written in traditional law review style, presenting a scholarly discussion with full citation to authority and footnotes. Citations should generally follow *The Bluebook: A Uniform System of Citation* format (currently in its 21st Edition) but please also review the *ACTEC Law Journal Citation Guide*, a helpful guide for citation and style issues, available online at https://www.actec.org/assets/1/6/ACTEC_Journal_Citation_Guide.pdf.

Outlines are not appropriate for publication. The *Journal* publishes articles of varying length, and there are no minimum or maximum requirements. Articles of substantial length may be subdivided, in the discretion of the editors, to facilitate printing in two or more issues of the *Journal*. The *Journal* also welcomes commentary to articles published therein. Authors wishing to submit a response to a published article are encouraged to limit their word count to 2500 words, including footnotes, to facilitate dialogue.

Submission of Articles

Articles must be submitted in electronic format, along with an abstract and c.v., to the editors of the *Journal* via email to journal@actec.org or online at Scholastica (scholasticahq.com). Charges apply to submissions via Scholastica and are the author's responsibility.

The *Journal* does not require articles to be submitted on an exclusive basis, but it is expected that submitted articles have not been previously published in, or committed to, any other publication in either the same or a similar format. Authors should immediately notify the Editor if the article submitted to the *Journal* for publication consideration is accepted for publication elsewhere.

On rare occasions, the *Journal* may consider for publication articles that have previously appeared elsewhere, provided that the previous publication is disclosed when the article is submitted and the copyright holder of the previous publication will, if requested, provide written permission for the article to appear in the *Journal*. Articles that are in draft form or contain any unfinished material will not be considered for publication. Authors of accepted articles may be

asked to update articles before publication in order to take into account changes in the law or other current developments.

Nonexclusive License and Warranty

Authors are permitted and encouraged to post working drafts of their articles on SSRN. When doing so, authors of accepted articles should note the forthcoming publication date of their article in an upcoming issue of the *ACTEC Law Journal*. Authors of accepted articles are required to grant the following nonexclusive license and warranty.

By execution below, the author grants to The American College of Trust and Estate Counsel a royalty-free, worldwide nonexclusive license to publish, reproduce, display, distribute, and use the article in any form, either separately or as a part of a collective work, including but not limited to a nonexclusive license to publish the article in an issue of the *ACTEC Law Journal*, copy and distribute individual reprints of the article, authorize reproduction of the entire article in another publication, and authorize reproduction and distribution of the article or an abstract thereof by means of computerized retrieval systems (such as LexisNexis and Westlaw). The author retains ownership of all rights under copyright in the article, and all rights not expressly granted in this agreement.

The author warrants:

- that the article is original to the author and that it is not subject to any third party copyright;
- that the author has the authority to grant the rights in this Agreement and to enter into this Agreement;
- that publication of the article will not libel anyone or infringe on or invade the rights of others;
- that the article has not been published elsewhere in whole or in part (except as may be set out in a rider attached hereto) and will not be published in final form, in any medium (in whole or in part) until after the article is first published in final form by the *ACTEC Law Journal*;
- that the author has obtained permission from the copyright owner consistent with this Agreement for any third party copyrighted material in the article; and
- that the author does not have a financial or other interest in any product or service referred to in the article (except as may be set out in a rider attached hereto).

Accepted and agreed to this _____ day of _____, _____.

Author _____