

**EXHIBIT C**

Agreement between David Rudovsky and Leonard Sosnov, Authors, and West Group, Publisher.

1. **SUBJECT.** Authors will prepare two original works (the "Work") tentatively entitled 1) West's Pennsylvania Forms Criminal Procedure and 2) West's Pennsylvania Practice Criminal Procedure regarding the law of criminal procedure in Pennsylvania. The Work will consist of approximately two volumes. A Volume is defined for purposes of this Agreement as approximately 600 printed pages, as measured by Publisher. The work will include a preface and an index.

## 2. RESPONSIBILITIES.

### A. Delivery of Work.

1. Authors will deliver the completed Work on or before September 30, 2000.
2. Publisher may return Work to Authors with comments for correction. Authors will make all corrections as suggested by Publisher within 14 calendar days of receipt of Work with comments from Publisher.
3. As requested by Publisher, each Author will review portions of the Work submitted by another Author.
4. Time is of the essence in completing and delivering the Work, including any upkeep, by the due dates.
5. Authors are responsible for the completeness and accuracy of the content of the Work.

**B. Upkeep--Supplements, Revisions, and New Editions.** Authors will provide upkeep to the Work on an annual basis, or as otherwise agreed by Publisher and Authors, including but not limited to supplements, revisions, or new editions of the Work in order to keep it current and marketable. All references to the "Work" in this Agreement also apply to such upkeep as well as to the original Work unless otherwise provided.

1. **Due Dates.** The first update of the Work will be delivered to Publisher ~~11~~ 11 months after the original Work is delivered. Subsequent upkeep will be due annually thereafter. (Dec, 1st) 7

**C. Style and Form of the Work.** The Work will conform to the stylistic and mechanical specifications supplied by Publisher.

1. **Format of Delivery.** Authors will submit an electronic version of the Work in a form as agreed between the parties. Authors will also submit a hard copy of the Work.

2. **Permissions.** If material prepared by any Author for the Work incorporates any previously copyrighted material not in the public domain, it is that Author's responsibility to identify such materials and to obtain permissions at that Author's expense in a form and content satisfactory to Publisher and to provide a copy of each reprint permission at the time of the submission of that Author's manuscript. If that Author does not deliver the permissions, Publisher may, but is not required to, obtain

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permissions on its own initiative, and that Author will reimburse Publisher for all expenses incurred by Publisher in obtaining the permissions.

**3. Illustrative Materials.** If tables, charts, or other illustrative materials are to be included in material prepared by any Author for the Work, these materials will be prepared or supplied by that Author in a form agreeable to Publisher.

**4. Cross-Referencing.** Authors will make every effort to cross-reference the Work to other publications of West Group.

**D. Loss or Damage to Author's Property.** Authors will retain an electronic and hard copy of the Work. Publisher will not be liable for any loss resulting to Authors from the destruction or other loss of the copies delivered to Publisher.

**E. Final Review.** Publisher may, in its discretion, submit to Authors a copy of the edited Work. Authors will review and correct errors in the Work, and deliver the corrections to Publisher within 10 days after their receipt by Authors. Authors understand the edited Work is submitted primarily for eliminating editorial errors, not for revising the manuscript. Accordingly, Authors will not revise, rewrite, or reorganize the text to improve style, structure, or organization. Any corrections Authors make to the Work must be legible and conspicuous.

### **3. AUTHORS' FAILURE TO PERFORM.**

**A. Generally.** If for any reason Publisher determines that the Work or any portion of it is not acceptable to Publisher, as provided under Publisher's Determinations (Paragraph 7), or if any Author fails to meet deadlines, Publisher may, without limiting its other rights and remedies, engage others to prepare the Work, terminate this Agreement as to any nonperforming Author, or terminate this Agreement in its entirety. Any Author's failure to provide an acceptable Work or to meet deadlines will constitute a waiver of that Author's right to any participation with regard to any subsequent upkeep of the Work, although Publisher may, in its discretion, offer that Author the opportunity to participate at a later time in the editorial preparation of any upkeep.

**1. Use of Others.** If any Author has not provided an acceptable Work or fails to meet deadlines, Publisher may make other arrangements to complete the Work. Publisher may charge the cost of completing or conforming the Work against any payments due to Authors under this or any other Agreement.

**2. Use of Authors' Names.** Publisher will have the right to use Authors' names in connection with the Work and upkeep of the Work. If the Work or upkeep is prepared by a person other than Authors, Publisher may identify that person on the new material and any related advertising and give him or her authorship credit in addition to or in lieu of credit given to Authors.

**3. Termination.** If Publisher terminates this Agreement as provided above, no party will have any further obligations to the other except under any provisions of this Agreement which expressly survive termination, and except that Authors will repay to Publisher any advances paid to Authors and as yet not recouped by Publisher.

**B. Inability to Perform.** If any Author dies, becomes incapacitated, or is unable to complete the Work for any other reason, that Author or Author's legal representative will deliver the partially completed Work to Publisher. Publisher may make other arrangements to complete the Work and make a pro rata payment to that Author or Author's legal representative for the partially completed Work, or terminate this Agreement.

#### **4. COPYRIGHT.**

**A. Work Made for Hire.** The Work has been specially commissioned by Publisher and will be considered a work made for hire within the meaning of the United States copyright laws. Authors will execute any documents Publisher considers necessary or appropriate to effectuate or record this Agreement. Publisher will have all rights to which an owner of copyright is entitled under the United States copyright laws or the copyright laws of any other country including, without limitation, the right to revise and supplement the Work.

**B. Assignment.** To the extent that any portion of the Work or work product is not deemed to be a work made for hire under applicable copyright law, each Author grants, transfers, and assigns exclusively to Publisher for the full term of the copyright and any renewals or extensions of the copyright all rights in the Work, or any portion of the Work, including but not limited to:

1. The right to copyright the Work in Publisher's name, including the right to secure copyright registration.
2. The right to publish, reproduce, transmit, adapt, sell, or otherwise make use of the Work or portions of the Work (including all subsequent editions, supplements, and versions of the Work, regardless of length or nature) throughout the world in any form or medium, now or hereafter devised, or in any language, and to license others to make use of the Work, for the entire term of copyright.
3. The right to incorporate references to or extracts from the Work or portions of the Work in other works now or hereafter published in print or electronically by Publisher and to convert or alter the Work or portions of the Work in connection therewith.
4. The right to digest, abridge, excerpt, or quote the Work or portions of the Work in advertising or marketing of the Work.

**C. Persons Employed or Retained by Author.** Authors will obtain and, if requested by Publisher, deliver to Publisher an agreement in writing with each person or entity employed or retained by Authors in connection with preparation of the Work, which agreement(s) will provide that all writings or work product prepared or acquired by such person or entity in connection with the Work will be owned by Publisher. The agreement(s) will follow the form, if any, supplied to Authors by Publisher for this purpose.

## 5. COMPETING WORKS.

A. As long as Publisher continues to publish the Work, no Author will write, edit, prepare, assist in, or publish, or allow to be prepared or published under that Author's name, any work that may adversely affect sales of the Work.

B. Authors may give speeches, participate in conferences, and write and publish in periodicals and law reviews on the subject matter of the Work, provided that such efforts cannot be reasonably expected to adversely affect sales of the Work.

C. For as long as Publisher continues to publish the Work, each Author will provide Publisher with first option to publish any other legal information projects that Author may develop. If within 60 days following Publisher's receipt of a reasonably detailed publishing proposal for that Author's other work, Publisher and Author are unable, in good faith, to agree upon terms for publication, Author will be free to publish the project elsewhere. That Author agrees that until the expiration of the 60-day review period, the proposal will not be submitted to any other publisher in any form.

## 6. AUTHORS' REPRESENTATIONS AND WARRANTIES.

A. **Representations and Warranties.** Authors represent and warrant to Publisher that:

1. the Work is not in the public domain;
2. Authors are the sole proprietors of the Work and have full power and authority, free of any rights of any nature by any other person, to enter into this Agreement and to grant the rights which are granted to Publisher in this Agreement;
3. the Work has not previously been published, in whole or in part, in any form;
4. the Work does not, and if published will not, infringe upon any copyright or any proprietary right at common law;
5. the Work contains no matter which is defamatory, an invasion of privacy, or otherwise unlawful; and
6. Authors will not enter into any agreement or understanding with any person or entity that might conflict with the rights granted to Publisher under this Agreement.

B. **Indemnification.** Authors will indemnify Publisher against, and hold harmless from, any loss, expense, or damage it may suffer by reason of a breach of these warranties and representations, including reasonable attorney fees and other reasonable costs and expenses. Publisher has the right to control any lawsuit involving third parties and to select attorneys in such matter. Publisher will, with reasonable promptness, apprise Authors of any claim, demand, or suit pertaining to the Work, and Authors will cooperate fully in the defense of any such claim, demand, or suit. Publisher may withhold any sums otherwise due Authors pending final resolution of any such claim, demand, or suit. The warranties, representations, and indemnities contained in this Agreement will survive its termination and will extend to Publisher's successors and assigns.

**7. PUBLISHER'S DETERMINATIONS.** Publisher has sole discretion in determining the acceptability of the Work. Publisher may edit, alter, and reorganize the Work as it deems appropriate.

When accepted for publication:

1. Publisher will publish the Work at its own expense and in such formats or media as Publisher deems best suited to the sale of the Work.
2. Publisher may determine: the title of the Work, list price, applicable discounts, sales commissions, and all other matters pertaining to printing, publication, advertising, distribution, and sale of the Work.
3. Publisher has the right to change any printing, publication, and distribution decisions at any time.
4. Publisher may use, and license others to use, Authors' names and likenesses, and summaries of Authors' backgrounds and professional qualifications as a part of the Work, including revisions and new editions, as Publisher sees fit, and generally in connection with the advertising and promotion of the Work, including revisions and new editions.

Publisher reserves the right not to publish the Work where changes in the law or market conditions no longer make the Work commercially viable.

**8. Author's Compensation.**

As Authors' complete consideration for Publisher's use of the Work in any medium, format, or publication, Publisher will pay Authors as follows:

- \$12,000 CDK, Ⓢ
- A. **Print.** Publisher will pay each Author a fee of ~~\$6,000 per volume~~.

**9. COMPLIMENTARY COPIES.** Publisher will furnish each Author with 5 copies of the regular printed edition of the Work without charge. Each Author may purchase additional copies of the Work from Publisher, for personal use only and not for resale, at a 25% author discount.

**10. DISCONTINUANCE OF PUBLICATION.**

A. When, in Publisher's judgment, the demand for the Work is no longer sufficient to warrant its continued publication in a particular medium, Publisher may discontinue further publication in that medium without liability to Authors.

B. When, in Publisher's judgment, the demand for the Work is no longer sufficient to warrant its continued publication in all media, Publisher may discontinue further publication without liability to Authors, upon written notice to Authors. Authors will have 30 days from the date of the written notification to negotiate for the return of the rights conferred by this Agreement. Thereafter, Authors may publish the Work, but may not use the trade dress, trade names, or trademarks of Publisher in connection with the Work. Any subscriber list or list of purchasers will remain the property of Publisher.

**11. Other Provisions**

**A. Governing Law.** This Agreement will be governed by, and construed in accordance with, the laws of the State of Minnesota.

**B. Venue.** Any legal action arising under this Agreement will be brought in the appropriate federal or state court in the State of Minnesota.

**C. Independent Contractor.** Authors are independent contractors and are not entitled to any employee benefits available to employees of Publisher.

**D. Professional Status.** This Agreement may be terminated if any Author's license to practice law has been suspended or revoked or if any Author no longer actively practices law in Pennsylvania.

**E. Notices.** The parties will send all notices and payments to the addresses noted at the end of this Agreement, or to such other addresses as the parties designate. All notices and payments will be deemed sent or made on the date of mailing.

**F. Heirs, Representatives, Successors, and Assigns.** This Agreement will be binding on, and inure to the benefit of, the parties, their heirs, legal representatives, successors, and assigns.

**G. Assignment and Substitution by Author.** This is an Agreement for the personal and unique services of each Author. No other person may be substituted for an Author without the express, written consent of Publisher.

**H. Entire Agreement; Additions or Modifications.** This is the entire agreement of the parties. All prior negotiations and representations are merged into this Agreement. This Agreement supersedes all previous agreements regarding the Work. No provisions of the Agreement may be waived, modified, or terminated except by a written modification to the Agreement signed by both Author and Publisher. No waiver of any breach under this Agreement will be deemed a waiver of any subsequent breach.

**I. Enforceability of Remaining Provisions.** The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision, or of the Agreement as a whole.

Executed in duplicate by Authors and Publisher on the dates set forth below:

AUTHOR:

Dated: 8/22/2020

**REDACTED**

David R. Rusk  
Name

\_\_\_\_\_  
Social Security (or Tax ID) No.

P 0331

924 Cherry St  
Address Phila PA 19107

**REDACTED**

AUTHOR:

Dated: 8/24/2010

[Signature]

Name 210 E. Willow Grove Ave.

Social Security (or Tax ID) No. \_\_\_\_\_

Address Phila-Pa 19118

WEST GROUP

By \_\_\_\_\_ Dated: \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

WEST GROUP (when signature by Market Center is required)

By \_\_\_\_\_ Dated: \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_