

**Bylaws of the *ILSA Journal of International & Comparative Law***

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**SECTION 1: GENERAL INFORMATION AND DEFINITIONS**

This organization is officially known as the *ILSA Journal of International & Comparative Law* (hereinafter *Journal*), but within Nova Southeastern University Shepard Broad College of Law, it shall be referred to as the *ILSA International Journal*. Its primary purpose is to publish three issues annually which address topics related to international and comparative law issues, as well as, to create and update a guide for international citation and international research.

*ILSA Journal of International & Comparative Law* fully incorporates *International Citor and Research Guide* (hereinafter ICRG or Greenbook). *ILSA Journal of International & Comparative Law* will appoint one of the Board of Editors with an executive position to be dedicated and responsible for the ICRG. The *Journal* will continue to publish three *ILSA Journal of International and Comparative Law* issues annually and fulfillment of the Greenbook, a guide to locating primary and secondary legal materials for every country and every major multinational legal entity in the world. The Greenbook will consist of: (1) a printed legal citation guide and (2) a website that provides citation materials for those countries and organizations that have not been included in the most recent print edition.

These Bylaws are subject to the Host Agreement between the International Law Student Association’s and Nova Southeastern University and are subject to the Host Agreement between the HeinOnline and Nova Southeastern University (hereinafter *Agreements*, attached and incorporated hereto). All provisions of the *Agreements* shall be complied with and carried out by the *Journal*. In the event of inconsistency, the *Agreements* shall supersede the inconsistent provision of these Bylaws.

Definitions:

- (A) **Candidate** - any student who has accepted an invitation to join the *Journal*, but has not yet attained full membership.
- (B) **Clinic** - job-like relationships sponsored by the Law Center that involve credit.

- (C) **Employment** - any status or position that creates a job-like relationship, including relationships that do not involve monetary compensation. Employment does not include Clinic.
- (D) **Grading On-** any Candidate that would like to grade on to the *Journal* must receive a 3.1 GPA or greater in either of the student's First Year semesters, and a cumulative GPA following the student's First Year of 3.0 or greater.
- (E) **Junior Associate** - any Candidate that has signed an Associate contract and is currently performing the obligations under that contract.
- (F) **Senior Associate** - any Associate who has served one year as a Junior Associate.
- (G) **Summer Candidacy Program-** the summer program that includes meetings, assignments, lectures, and is mandatory for each candidate to complete in order to be considered for membership on the *Journal*.
- (H) **Write-On Competition-** the Write-On Competition takes place at the end of every spring semester. The competition is held jointly with Nova Law Review and requires the completion of all tasks assigned in order to be considered for the *Journal's* Summer Candidacy Program. For a student to be eligible to participate in the Write-On Competition they must have a cumulative 2.5 GPA or above.

## **SECTION 2: ORGANIZATION**

- (A) The *Journal* shall consist of members drawn from those students attending and who are in good standing at Nova Southeastern University Shepard Broad College of Law. The *Journal* shall be structured in the following manner: Executive Board Members, Board of Editors Members, Senior Associates, and Junior Associates.
- (B) The *Journal* shall be governed by an Executive Board and a Board of Editors with the Faculty Advisor(s) serving as an appellate review board. The Executive Board shall be constituted as hereinafter provided. The Board of Editors shall consist of Editors hereinafter defined.

## **SECTION 3: EXECUTIVE BOARD**

- (A) The Executive Board shall consist of the Editor-in-Chief, Managing Editor, Executive Editor, Lead Articles Editor, Bilingual Editor, and Lead Technical Editor.
- (B) The Executive Board's duties shall include but shall not be limited to:

1. The making and enforcement of policies applicable to the *Journal* membership;
  2. Setting and enforcing the deadlines for submission of articles for publication and the publication itself;
  3. Making policies for and assisting with the smooth operation of Final Edits;
  4. Included in the making of policies, these Bylaws shall permit the Executive Board, with the approval of its Faculty Advisor, the discretion to collect a reasonable amount in dues from all its members for purposes of funding *Journal* activities, including but not limited to promotional activities such as an annual awards event. Such amount may change from year to year;
  5. The appointment of the incoming Executive Board by a simple majority vote pursuant to Section 4(B) of these Bylaws. While the opinions of the Board of Editors will be considered, only the Executive Board will have the power to vote for the appointment of the incoming Executive Board, as above; and
- (C) Each member of the Executive Board shall have one vote, and all matters addressed by the Executive Board shall be approved by a simple majority vote unless otherwise specifically provided for by these Bylaws.

#### SECTION 4: BOARD OF EDITORS

- (A) **Composition:** The Board of Editors shall consist of the following positions as hereinafter defined: Editor-in-Chief, , Executive Editor, Managing Editor, Lead Articles Editor, Bilingual Editor, Lead Technical Editor, and Articles Editors. Provided there are enough qualified applicants, the Board of Editors may be supplemented by one or more of the following positions: Associate Executive Editor, Associate Managing Editor, Associate Bilingual Editor, Associate Technical Editor, and Associate Lead Articles Editor.
- (B) **Election and Appointment:** Each academic year, the outgoing Executive Board shall appoint the incoming Executive Board no later than the last week of March. The election of the Board of Editors shall occur by a simple majority vote of a quorum consisting of two-thirds of the then existing editors serving on the Executive Board. Candidacy for an editorship shall be open to all Members then in good standing with the *Journal*, provided the Member does not graduate before the end of the term for which he or she is elected. Required qualifications of such candidates shall be as the Executive Board determines are in the best interests of the *Journal* at the specific time.
- (C) **Authority:** The Editor-in-Chief shall act as the presiding Editor at all Board meetings. The Board of Editors shall have the authority to approve or disapprove of all major actions taken on behalf of the *Journal* by any member. The Editor-in-Chief, as the presiding Editor of all Board meetings, shall determine whether an action is “major.” In the event two-thirds of a majority of the Board disagrees with the Editor-in-Chief’s

characterization of an action as “major” or not, final resolution shall be sought from the Faculty Advisor(s). Unless otherwise specifically provided for, all approvals by the Board of Editors shall be by a simple majority vote of a quorum. Such a quorum shall consist of a majority of the then existing Editors serving on the entire Board of Editors.

- (D) **Meetings:** The Executive Board shall convene at least once every month to discuss specific or general items of business. In no event shall more than six weeks pass without a meeting, and that six-week time limit may not be changed by amendment to these Bylaws. The Board of Editors shall convene at least once a semester. No issue shall be presented to the Board of Editors without first being discussed with the Editor-in-Chief at least twenty-four (24) hours in advance. The Editor-in-Chief may waive this restriction at his or her discretion.
- (E) **Terms:** All Editors shall serve from the time determined by the current Board.
- (F) **Publishing:** During an Editor’s term of service, the Editor shall be precluded from submitting for publication, or having submitted on their behalf, any article to be published in the *Journal*.
- (G) **Vacancies:** In the event a vacancy arises on the Board of Editors from removal, resignation, or any other reason, an election shall be held by the remaining Editors on the Board of Editors to fill that vacancy. Such election shall be consistent with the requirements of section 3(B) above.
- (H) **Illness:** In the event of a continuing illness of any Editor exceeding four (4) weeks, such Editor shall be considered resigned according to the Terms of Section 3(H).

## SECTION 5: EDITORS

### (A) *Editor-in-Chief*

The overall function of the Editor-in-Chief is to ensure the smooth running of the *Journal*. In keeping with this statement, the Editor-in-Chief shall:

1. Be in charge of the day-to-day operations of the *Journal* and shall be the presiding Editor at all general staff meetings;
2. Be responsible for the format and accuracy of the covers, “i” pages, and the masthead of the *Journal*; Be the liaison between the Journal and the Law Center Faculty and Administration and the Legal Community as concerns the general policy and other matters not specifically provided for in these Bylaws;
3. Be the liaison between Nova Southeastern University and the ILSA National Office for all issues concerning the publication and running of the *Journal*.

4. Be responsible for proof reading the “Blue-lines” of each issue published by the *Journal*;
5. Be responsible for proofing, editing, source, and citation checking and overall workup of each article selected for publication in the *Journal*, with the additional responsibility of ensuring that all editing work is timely provided to the staff such that the publication deadlines set by the Editor-in-Chief are not compromised.
6. Be responsible for dealing with the printing company publishing the *Journal*;
7. Be responsible for maintaining these Bylaws and ensuring their current nature in light of any decisions made by the Board of Editors;
8. Have the authority to disapprove any article accepted by the Lead Articles Editor. Such action may be reversed by a majority vote of the Executive Board;
9. Have the final authority on all *Journal* articles and publications prior to submission to publisher.
10. Be responsible for issuing a call of the entire Membership of the *Journal* at least once at the beginning of each Term to discuss the functioning of the *Journal* and to allow the airing of any complaints;
11. Be responsible for ensuring the maintenance of the business records of the *Journal*, which shall be maintained by the Managing Editor;
12. Be responsible, along with the other members of the Executive Board, for the planning and execution of any annual symposium organized by the Journal;
13. Be responsible for ensuring that Editors are not overburdened with the combined pressures of the editorial position, school assignments, extracurricular activities, and employment. In that all Editors must seek approval of the Editor-in-Chief and the Faculty Advisor(s) in order to maintain employment, the Editor-in-Chief shall have the power to request the revocation of such approval in the situation where the Editor-in-Chief has determined that such employment is obstructing the Editor’s ability to perform the powers, duties and responsibilities required of the respective positions;
14. Work with the SBA and Administration to ensure the *Journal* is incorporated into as many school functions as possible to assist in raising Nova law students’ knowledge of the *Journal* such as participating in orientation, visiting 1L’s classes, etc.;
15. Maintain a strict 24-hour response time to any and all lines of communication, barring any other approval by the Executive Board, failure to adhere to the strict 24-hour response time to any and all lines of communication will result in reprimand by the Executive Board;

16. Have the power to one vote at all meetings of the Executive Board and the Board of Editors; and

These powers, duties, and responsibilities are in addition to those which are specifically provided for elsewhere in these Bylaws. Any powers, duties, responsibilities or otherwise not specifically provided for in these Bylaws shall reside exclusively in the Editor-in-Chief. The Editor-in-Chief may not delegate any powers, duties, or responsibilities specifically provided for herein, except that the Editor -in-Chief may delegate those duties which form a part of the day-to-day simple operations of the *Journal*.

**(B)            *Executive Editor***

The overall function of the Executive Editor, in consultation with the Editor-in-Chief, is to conduct student affairs, their acceptance onto the *Journal*, and their continued membership on the *Journal*. In keeping with this statement, the Executive Editor shall:

1. Conduct all affairs with the Registrar's office of the Law Center concerning writing and staff service credits of Members and Editors;
2. Conduct all affairs with the Dean's office regarding release forms when necessary;
3. Be responsible for submission of each *Journal* publication to the Editor-in-Chief for final approval;
4. Be responsible for all aspects of the *Journal* of Associates regarding Staff assignments and duties except where specifically provided for elsewhere in these Bylaws;
5. Be responsible for ensuring student work accepted for publication is placed into the editing process in a timely manner such that the publications deadlines set by the Editor-in-Chief, Executive Editor, and Managing Editor are not compromised;
6. Be responsible for source pulling and source checking of each *Journal* publication;
7. Be responsible for timely submission of each *Journal* publication to the Lead Technical Editor;
8. Be responsible for ensuring each member receives proper credit through administration for work on the *Journal*;
9. Be responsible for overseeing the distribution of all *Journal* work assignments to the Associates;
10. Be responsible for writing a proposed reprimand of a *Journal* Member and shall submit it to the Executive Board for consideration in accordance with Section 11: Discipline and Removal;

11. Be responsible for working with the Editor-in-Chief in proofreading the “Blue-line” copy of each issue prior to publication;
12. Work in conjunction with the Managing Editor regarding the Write-on Competition;
13. When called upon by the Editor-in-Chief to assist in executing any of the powers, duties, and responsibilities provided for in Section 4(A) above;
14. Be responsible for overseeing all duties and obligations of any Associate Lead Articles Editor in all aspects of the article editing process;
15. Be responsible, along with the other members of the Executive Board, the planning and execution of any annual symposium organized by the Journal;
16. Order all *Journal* Associates, Board members and Faculty Advisors(s) certificates for the induction ceremony to be held annually;
17. Coordinate all social activities, including but not limited to:
  - a. Placing all *Journal* parties and functions on the SBA calendar;
  - b. Coordinate with the Administration to order/have delivered/pick up all food and beverages for final edits, Board meetings, *Journal* training sessions, and any other functions which requires refreshments and provisions;
  - c. Organize *Journal* social events to include but not limited to the Induction Ceremony and the Spring Banquet;
  - d. Organizing *Journal* socials includes but is not limited to: ordering food, arranging for alcohol permit from campus; coordinating catering; printing invitations;
  - e. Disseminate information about socials and advertise the planned functions;
18. Maintain a strict 24-hour response time to any and all lines of communication, barring any other approval by the Executive Board, failure to adhere to the strict 24-hour response time to any and all lines of communication will result in reprimand by the Executive Board; and
19. Have the power to one vote at all meetings of the Executive Board and the Board of Editors.

These powers, duties, and responsibilities are in addition to those specifically provided for elsewhere in these Bylaws.



**(C)                    *Managing Editor***

The overall function of the Managing Editor is to assemble each publication, attend to the business matters of the *Journal*, and ensure, in consultation with the Editor-in-Chief, the smooth operation of the *Journal*. In keeping with this statement, the Managing Editor shall:

1. Be responsible for the assembly and formatting of each *Journal* publication upon submission by Lead Technical Editor;
2. Be responsible for submission of each *Journal* publication to the Executive Editor for approval;
3. Work with the Executive Editor and Nova Southeastern University's web department to maintain the *Journal's* Webpage; post all *Journal* Editions on the *Journal's* Webpage; maintain all past Editions on the *Journal's* Webpage; ensure all *Journal* information and hotlinks are accurate; and maintain the overall aesthetics of the *Journal* Webpage;
4. Keep a master roster of all *Journal* subscribers to ensure all subscribers receive their publication;
5. Receive, investigate, and fill any claims made by subscribers for any missing editions;
6. Assist the Editor-in-Chief in overseeing and maintaining the supplies and management of the *Journal* Office;
7. Oversee the maintenance of all computers, copiers, and any other office equipment;
8. Work with Administration regarding the maintenance of all *Journal* office equipment;
9. Oversee the maintenance of all documents and records, including business, organizational and budgetary records, for publishing purchases;
10. Oversee any subscriptions efforts on behalf of the *Journal*;
11. Work in conjunction with the Executive Editor regarding the Write-on Competition;
12. Be responsible for submitting all checks pertaining to subscriptions to Administration for deposit;
13. When called upon by the Editor-in-Chief, assist in executing any of the powers, duties, and responsibilities provided for in Section 4(A) above;

14. When called upon by the Executive Editor, assist in executing any of the powers, duties, and responsibilities provided for in Section 4(B) above;
15. Maintain a strict 24-hour response time to any and all lines of communication, barring any other approval by the Executive Board, failure to adhere to the strict 24-hour response time to any and all lines of communication will result in reprimand by the Executive Board; and
16. Have the power to one vote at all meetings of the Executive Board and the Board of Editors.
17. Oversee any issues and correspondence regarding the Greenbook and its publication.
18. Be responsible, along with the other members of the Executive Board, for the planning and execution of any annual symposium organized by the Journal;

These powers, duties, and responsibilities are in addition to those specifically provided for elsewhere in these Bylaws.

**(D)            *Lead Articles Editor***

The overall function of the Lead Articles Editor, in conjunction with the Associate Lead Articles Editor, if any, is to coordinate, suggest and solicit articles for timely and proper publication in the *Journal*, as well as the development of special projects and symposiums. In keeping with this statement, the Lead Articles Editor shall:

1. Be responsible for the solicitation of a sufficient number of authors to write for the *Journal*;
2. Be responsible for planning, coordinating, and all other functions of International Law Weekend, in conjunction with the Associate Lead Articles Editor;
3. Be responsible for overseeing all duties and obligations of any Associate Lead Articles Editor as prescribed in this section;
4. Have the authority to accept solicited and unsolicited authors for publication in the *Journal*, subject to the Editor-in-Chief, Executive Editor, and Managing Editor's approval;
5. Be responsible for any and all communications with the author of each selected article for publication in the *Journal*;
6. Work with the Bilingual Editor to ensure manageable articles for timely publication;

7. Work with the Executive Editor to ensure the highest quality publications are attained and therefore provide whatever assistance to the Executive Editor necessary to achieve that goal;
8. Upon approval by the Managing Editor, mail a *Journal* update solicitation letter on a quarterly basis to all to all ILSA chapters, to all affiliate of Nova Southeastern University, including but not limited to all other appropriate organizations;
9. Work with the Managing Editor to ensure all articles are properly formatted for publication prior to submission to the Executive Editor.
10. Attend each and every *Journal* publication Final Edit Weekend;
11. Write informational articles and submit them for publication in various newsletters which would inform potential authors and potential subscribers about all aspects of the *Journal*, such as the ILA newsletters, the ABA Student Lawyer, etc.;
12. Work with the Managing Editor in investigating any claims made by subscribers for any missing editions;
13. Maintain a strict 24-hour response time to any and all lines of communication, barring any other approval by the Executive Board, failure to adhere to the strict 24-hour response time to any and all lines of communication will result in reprimand by the Executive Board; and
14. Have the power to vote one vote at all meetings of the Executive Board and the Board of Editors.

These powers, duties, and responsibilities are in addition to those specifically provided for elsewhere in these Bylaws.

**(E)            *Bilingual Editor***

The overall function of the Bilingual Editor is to coordinate the *Journal's* Bilingual Edition and to assist the Editor-in-Chief, Executive Editor, and Managing Editor in translating articles for publication in the Bilingual Edition. In keeping with this statement, the Bilingual Edition Editor shall:

1. Organize and oversee the Bilingual Staff's efforts in the publication of the Bilingual Edition;
2. Ensure the proper translation of all articles for the Bilingual Edition;

3. Ensure the quality of all English and Spanish articles for the Bilingual Edition;
4. Approve articles proposed by Lead Articles Editor for submission to the Bilingual Edition, failure to approve will result in a vote of simple majority by Editor-in-Chief, Executive Editor, and Managing Editor.
5. Submitting each article to the corresponding Editor for final checks;
6. Keep the Editor-in-Chief, Executive Editor, and Managing Editor continuously apprised of the status of the Bilingual Edition;
7. Recommend, to the Executive Editor, a proposed reprimand of a *Bilingual Journal* Member, where upon Section 4(B)(10), at the Executive Editor's discretion, the Executive Editor shall submit it to the Executive Board for consideration in accordance with Section 11: Discipline and Removal.
8. Perform any additional tasks related to the Bilingual Edition, as requested by the Editor-in-Chief, Executive Editor, Managing Editor.
9. Maintain a strict 24-hour response time to any and all lines of communication, barring any other approval by the Executive Board, failure to adhere to the strict 24-hour response time to any and all lines of communication will result in reprimand by the Executive Board; and
10. Have the power to vote one vote at all meetings of the Executive Board and the Board of Editors;
11. Be responsible, along with the other members of the Executive Board, for the planning and execution of any annual symposium organized by the Journal.

These powers, duties, and responsibilities are in addition to those, which are specifically provided for elsewhere in the Bylaws.

**(F)                    *Lead Technical Editor***

The overall function of the Lead Technical Editor is to ensure the technical accuracy and consistency of the *Journal*. In keeping with this statement, the Lead Technical Editor shall:

1. Act as the primary source of technical information and act as the primary authority concerning technical decisions affecting the publications of the *Journal*, subject to the Editor-in-Chief's approval;

2. Train all associates for editing responsibilities for general citation checking and any citations and styles unique to the *Journal*, including training of Summer Candidates during ILSA Summer Candidacy Program;
3. Be responsible for cite checking each *Journal* publication article along with the Executive Editor;
4. Be responsible for submission of each *Journal* publication article to Managing Editor upon completion of Bluebook Citation Check.
5. Be included in all Executive Board meetings when the Executive Board is specifically discussing issues that pertain to technical editing;
6. Maintain a strict 24-hour response time to any and all lines of communication, barring any other approval by the Executive Board, failure to adhere to the strict 24-hour response time to any and all lines of communication will result in reprimand by the Executive Board; and
7. Have the power to one vote at all meetings of the Board of Editors.

These powers, duties, and responsibilities are in addition to those specifically provided for elsewhere in these Bylaws.

**(G)            *Associate Managing Editor***

The overall function of the Associate Managing Editor is to work with Managing Editor so that all articles accepted for publication in the *Journal* are properly worked on by the associates. In keeping with this statement, the Associate Managing Editor shall:

1. Assist the Managing Editor with the assembly of each publication;
2. Assist in the maintenance of all computers, copiers, and any other office equipment;
3. Provide whatever assistance necessary, as determined by the Editor-in-Chief, Managing Editor, and Executive Editor, to ensure articles are worked on in a timely manner such that the publication deadlines set by the Editor-in-Chief are not compromised;
4. Maintain a strict 24-hour response time to any and all lines of communication, barring any other approval by the Executive Board, failure to adhere to the strict 24-hour response time to any and all lines of communication will result in reprimand by the Executive Board;

5. In the absence of an adequate number of designated Articles Editor, the Associate Managing Editor will be responsible for any and all obligations as prescribed by “Articles Editor,” subsection (L), of the bylaws; and
6. Have the power to one vote at all meetings of the Board of Editors.

These powers, duties, and responsibilities are in addition to those, which are specifically provided for elsewhere in these Bylaws.

**(H) Associate Technical Editor**

The overall function of the Associate Technical Editor is to assist the Lead Technical Editor in the technical accuracy and consistency of the *Journal*. In keeping with this statement, the Associate Technical Editor shall:

1. Assist with technical information and act as one of the primary authorities concerning technical decisions affecting the publications of the *Journal*, subject to the Lead Technical Editor’s approval;
2. Assist in training all associates for editing responsibilities for general citation checking and any citations and styles unique to the *Journal*, including training of Summer Candidates during ILSA Summer Candidacy Program;
3. Work with the Executive Editor and Lead Technical Editor to ensure the highest quality publication and therefore provide whatever assistance to the Executive Editor as necessary in order to achieve this goal;
4. Be responsible for working with the Executive Editor and Lead Technical Editor in cite checking the overall work-up of each article selected for publication in the *Journal* with the responsibility that the editing work is timely provided to the staff such that the publications deadlines set by the Editor-in-Chief are not compromised;
5. Maintain a strict 24-hour response time to any and all lines of communication, barring any other approval by the Executive Board, failure to adhere to the strict 24-hour response time to any and all lines of communication will result in reprimand by the Executive Board; and
6. Have the power to one vote at all meetings of the Board of Editors.

These powers, duties, and responsibilities are in addition to those specifically provided for elsewhere in these Bylaws.

**(I) Associate Bilingual Editor**

The overall function of the Associate Bilingual Editor is to assist the Bilingual Editor in coordinating the *Journal's* Bilingual Edition. In keeping with this statement, the Associate Bilingual Editor shall:

1. Assist with the organization and oversight of the Bilingual Staff's efforts in the Translation Final Edit and the Bilingual Edition Final Edit;
2. Assist with the proper translation of all articles for the Bilingual Edition;
3. Ensure the quality of all English and Spanish articles for the Bilingual Edition;
4. Assist the Bilingual Editor and the Executive Editor in source pulling for the Bilingual Edition;
5. Assist the Bilingual Editor and the Lead Technical Editor in Bluebooking Bilingual Edition articles;
6. Assist the Bilingual Editor and the Managing Editor in formatting for the Bilingual Edition;
7. Perform any additional tasks related to the Bilingual Edition, as requested by the Editor-in-Chief, Executive Editor, Managing Editor, and Bilingual Editor.
8. Maintain a strict 24-hour response time to any and all lines of communication, barring any other approval by the Executive Board, failure to adhere to the strict 24-hour response time to any and all lines of communication will result in reprimand by the Executive Board;
9. Be responsible for the coordinating and executing all tasks associated with community outreach programs; and
10. Have the power to one vote at all meetings of the Board of Editors.

These powers, duties, and responsibilities are in addition to those, which are specifically provided for elsewhere in the Bylaws.

**(J)                    *Associate Executive Editor***

The overall function of the Associate Executive Editor is to work with the Executive Editor to ensure that all articles accepted for publication in the *Journal* are properly worked on by the associates. In keeping with this statement, the Associate Executive Editor shall:

1. Be jointly responsible for source checking and overall work-up of each article selected for publication in the *Journal* with the additional responsibility of ensuring that all editing work is timely provided to the staff such that the publication deadlines set by the Editor-in-Chief are not compromised;
2. Be jointly responsible for overseeing the distribution of all work assignments to the Associates;
3. Assist with all aspects of the organization of Associates regarding assignments and duties except where specifically provided for elsewhere in these Bylaws;
4. Provide whatever assistance necessary, as determined by the Editor-in-Chief and Executive Editor, to ensure articles are edited in a timely manner such that the publication deadlines set by the Editor-in-Chief are not compromised;
5. When called upon by the Editor-in-Chief to assist in executing any of the powers, duties, and responsibilities provided for in Section 4(A) above;
6. Maintain a strict 24-hour response time to any and all lines of communication, barring any other approval by the Executive Board, failure to adhere to the strict 24-hour response time to any and all lines of communication will result in reprimand by the Executive Board;
7. In the absence of an adequate number of designated Articles Editor, the Associate Executive Editor will be responsible for any and all obligations as prescribed by “Articles Editor,” subsection (L), of the bylaws; and
8. Have the power to one vote at all meetings of the Board of Editors.

These powers, duties, and responsibilities are in addition to those which are specifically provided for elsewhere in these Bylaws.

**(K) Associate Lead Articles Editor**

The overall function of the Associate Lead Articles Editor, in conjunction with the Lead Articles Editor, is to coordinate, suggest and solicit articles for timely and proper publication in the *Journal*, as well as the development of special projects and symposiums. In keeping with this statement, the Lead Articles Editor shall:

1. Shall be subject to the authority and oversight of the Executive Editor in regards to the articles editing process;
2. Shall be subject to the authority and oversight of the Lead Articles Editor in regards to the solicitation process;



3. Be responsible for assisting the solicitation of a sufficient number of authors to write for the *Journal*;
4. Be responsible for assisting the planning, coordinating, and all other functions of International Law Weekend, in conjunction with the Lead Articles Editor;
5. Work with the Executive Editor to ensure the highest quality of publications are attained and therefore provide whatever assistance to the Executive Editor necessary to achieve that goal;
6. Oversee the Articles Editors to ensure the highest quality of publications are attained in a timely manner in accordance with the deadlines set by the Executive Editor;
7. Attend each and every *Journal* publication Final Edit Weekend;
8. Be responsible for planning, coordinating, and executing, with the Executive Boards approval, all functions associated with marketing the *Journal* on campus and in the community;
9. In the absence of a designated Subscriptions Editor, the Associate Lead Articles Editor will be responsible for any and all obligations as prescribed by “Articles Editor,” subsection (L) and “Subscriptions Editor,” subsection (M), of the bylaws;
10. Maintain a strict 24-hour response time to any and all lines of communication, barring any other approval by the Executive Board, failure to adhere to the strict 24-hour response time to any and all lines of communication will result in reprimand by the Executive Board; and
11. Have the power to vote one vote at all meetings of the Board of Editors.

These powers, duties, and responsibilities are in addition to those specifically provided for elsewhere in these Bylaws.

**(L)            *Articles Editor***

The overarching functions of the Articles Editor is to work with the Executive Editor to ensure that all articles accepted for publication in the *Journal* are properly edited by the Senior and Junior Associates. In keeping with this statement, the Articles Editor shall:

1. Work as assigned by the Executive Editor, through the oversight of the Associate Lead Articles Editor, in editing, proofing, source and citation checking of articles selected for publication in the *Journal*;

2. Oversee the timely turnaround of those articles assigned to the Articles Editor and his or her teams,
3. Ensure all deadlines are met by his or her teams, any missed deadlines shall result in reprimand for both the Article Editor and his or her teams by Executive Board.
4. Work as assigned by the Editor-in-Chief and the Executive Editor in carrying out the daily functions of the *Journal*.
5. Maintain an open line of communication between Article Editors, their assigned teams, and the Associate Lead Articles Editor;
6. Provide whatever assistance necessary, as determined by the Editor-in-Chief and Executive Editor, to ensure articles are edited in a timely manner such that the publication deadlines set by the Editor-in-Chief, Executive Editor, and Managing Editor are not compromised; and
7. Maintain a strict 24-hour response time to any and all lines of communication, barring any other approval by the Executive Board, failure to adhere to the strict 24-hour response time to any and all lines of communication will result in reprimand by the Executive Board; and
8. Have the power to one vote at all meetings of the Board of Editors.

These powers, duties, and responsibilities are in addition to those which are specifically provided for elsewhere in these Bylaws.

These powers, duties, and responsibilities are in addition to those, which are specifically provided for elsewhere in these Bylaws. Provided there are enough qualified applicants, the Board of Editors may be supplemented by one or more of the following positions: Associate Managing Editor, Associate Technical Editor, and Associate Bilingual Editor, defined as follows:

## **SECTION 6: SENIOR ASSOCIATES**

### **(A)            *Duties***

1. Senior Associates as part of the *Journal* shall:
  - a. Serve as team leaders at the *ILSA Journal* Final Edits held every semester;
  - b. Oversee the Senior Associate's team and assign each team member tasks for the completion of its' assigned article(s);

- c. Oversee the source-checking of articles for substantive accuracy and use of correct Bluebook citation form as modified by the *Journal* citation rules;
- d. Check that citations or quotations are properly used;
- e. Check articles for proper grammar, correct spelling, organization/coherency, parallelism of style, and adequate footnoting;
- f. For Bilingual Edition Senior Associate, translate incoming articles during the Translation Final Edit process and assist Junior Associate with translating incoming articles during the Translation Final Edit process;
- g. Maintain a strict 24-hour response time to any and all lines of communication, barring any other approval by the Executive Board, failure to adhere to the strict 24-hour response time to any and all lines of communication will result in reprimand by the Executive Board; and
- h. Perform any additional tasks as may be delegated by any Editor of the *Journal*, including editing articles on their own or as part of a team.

**(B) Contract**

All Senior Associates must submit a signed contract. Such contract shall form the basis of the Member receiving a Pass/Fail Credit for service as a Senior Associate and for performance of the Associate's obligations to the *Journal*.

## SECTION 7: JUNIOR ASSOCIATES

**(A) Duties**

1. All Junior Associates part of the *Journal* must complete the *ILSA Journal* Final Edits held every semester. Junior Associates as part of the *Journal* shall:
  - a. participate as team members and complete the tasks assigned by the Articles Editor, and/or Senior Associate;
  - b. Maintain a strict 24-hour response time to any and all lines of communication, barring any other approval by the Executive Board, failure to adhere to the strict 24-hour response time to any and all lines of communication will result in reprimand by the Executive Board; and
  - c. Perform any additional tasks as may be delegated by any Editor of the *Journal*.

**(B) Contract**

All Junior Associates must submit a signed contract. Such contract shall form the basis of the Member receiving a Pass/Fail Credit for service as a Junior Associate and for performance of the Member's obligations to the *Journal*.

**SECTION 8: ELIGIBILITY FOR JOURNAL MEMBERSHIP**

- (A) In order for any student to be eligible for membership in the *Journal*, he or she must have successfully completed all First Year required courses. For Evening Students or any other special program or circumstances in effect at the Shepard Broad College of Law, "all First Year courses" refers to all courses required in the first year of that particular program.
- (B) In order for any Candidate to be eligible for membership in the *Journal* he/she must complete the Summer Candidacy Program with the *Journal*. Upon completion of the Summer Candidacy Program, the Executive Board and Editorial Board has full discretion as to which Candidates will receive an invitation to the *Journal*.
- (C) **Selection of Grade-on Candidates:** any Candidate that would like to Grade-on to the *Journal* must receive a 3.1 GPA or greater in either of the student's First Year semesters, and a cumulative GPA following the student's First Year of 3.0 or greater. Admission via Grade-on replaces the Write-on paper requirement.
- (D) **Selection of Write-on Candidates:** any Candidates that are accepted pursuant to the criteria of the Write-on Competition, and the cumulative GPA must be 2.5 or greater.
- (E) **Selection of Bilingual Edition Candidates:** any Candidate that is interested specifically in the bilingual edition are accepted pursuant to the criteria of the Translation Competition, and must also meet the cumulative GPA must be 2.5 or greater. In its sole discretion, the Executive Board may select Members for the Bilingual Edition from the international dual-degree program affiliated with Nova Southeastern University Shepard Broad College of Law, provided that these students (1) are on the Nova Campus; (2) can commit for at least one-year period; and (3) these students agree not to run for editorial board positions as they have not undergone the rigorous training during the Summer Candidacy Program.
- (F) **Paper Requirement for ILSA Summer Candidacy Program:** Summer Candidates participating in the Summer Candidacy Program are required to write a paper of publishable quality on an International or Comparative Law topic.
- (G) **Fulfillment of the Upperclassman Writing Requirement-** The paper mentioned in (F) above, can be used for the Nova Southeastern University Shepard Broad College of Law

Upperclassman Writing Requirements. The Candidates must follow all requirements set forth by the ABA and the College of Law in order to receive credit.

### **SECTION 9: WRITE-ON COMPETITION POLICY**

The Write-on and Translation Competitions shall be held open to those students eligible and defined in Section 8, by the Executive Board, and by the Nova Southeastern University Shepard Broad College of Law policy. Such competition shall be conducted anonymously, and organized by the Managing Editor and the Executive Editor and the Translation Competition shall be organized by the Bilingual Editor and the Executive Editor. Acceptance shall be according to contemporary standards of legal writing skills. Manner of acceptance shall be determined by the Executive Board.

### **SECTION 10: FACULTY ADVISOR(S)**

In order to promote continuity from Board to Board, the Board of Editors shall select a Faculty Advisor or Advisors from the Faculty of the Law Center. A Faculty Advisor(s) may be selected or removed by a two-thirds vote of the Board of Editors. Each Board of Editors may elect to select a new Faculty Advisor(s) or continue the relationship with the current Faculty Advisor(s).

### **SECTION 11: DISCIPLINE AND REMOVAL**

#### **(A) *Junior and Senior Associates:***

The Executive Board is responsible for the discipline of all Associates. If the Associate's work or conduct is deemed unacceptable, the Executive Editor shall write a proposed reprimand ("strike"), give a copy to the Associate, and submit it to the Executive Board for consideration. The Executive Board shall meet with the Associate to discuss the situation. The Associate may present evidence to the Executive Board in response to the proposed reprimand. A simple majority of the Executive Board must agree to reprimand the Associate in order for the proposed reprimand to become a formal reprimand. Documentation of the formal reprimand will be placed in the Associate's *Journal* file. A formal reprimand may be appealed to the Faculty Advisor(s), subject to the Faculty Advisor(s)' discretion.

Accumulation of two reprimands by an Associate will result in a formal reprimand from the *Journal's* Editor-in-Chief, Managing Editor, and Executive Editor. The Associate may present evidence to the Faculty Advisor and the Editor-in-Chief in response to the reprimand. The Editor-in-Chief, Managing Editor, and Executive Editor must unanimously agree to reprimand the Associate in order for the reprimand to become a formal reprimand. Documentation of the formal reprimand will be placed in the Associate's *Journal* file.

Accumulation of three reprimands will result in a recommendation by the Executive Board to the Faculty Advisor(s) that the Associate receive an “F” for the one *Journal* credit and/or be removed from the *Journal*. In the event the Faculty Advisor(s) gives a Failing grade to a Associate or decides the Associate shall be removed from the *Journal*, that Associate shall have the right to appeal to the Faculty Advisor(s) for clemency. In the event the Faculty Advisor(s) fails to change the grade to a Pass or allow the Associate to remain on the *Journal*, the Associate shall have the right of appeal to the Dean of the Law Center for clemency. In the event the Dean fails to change the grade to a Pass or allow the Associate to remain on the *Journal*, the Dean’s final determination shall stand and the Associate has no other right of appeal. Documentation of the three formal reprimands will be placed in the Associate’s permanent student file.

**(B) *Editors:***

The Executive Board is responsible for the discipline of an Editor. If the Editor’s work or conduct is deemed unacceptable, any Editor on the Executive Board shall write a proposed reprimand, give a copy to the Editor, and submit it to the Executive Board for consideration. The Executive Board shall meet with the Editor to discuss the situation. The Editor may present evidence to the Executive Board in response to the proposed reprimand. Two-thirds of the Editors on the Executive Board must agree to reprimand the Editor in order for the proposed reprimand to become a formal reprimand. Documentation of the formal reprimand will be placed in the Editor’s *Journal* file. A formal reprimand may be appealed to the Faculty Advisor(s), subject to the Faculty Advisor(s)’ discretion.

Accumulation of two formal reprimands by an Editor will result in either (1) a recommendation to the *Journal* Faculty Advisor(s) that the Editor receive an “F” for the *Journal* credit, or (2) a recommendation to the Board of Editors for removal, whichever the Executive Board deems appropriate. In the event the Faculty Advisor(s) gives a Failing grade to the Editor, that Editor shall have the right to appeal to the Faculty Advisor(s) for clemency. However, in no event shall a recommendation to the *Journal* Faculty Advisor(s) that the editor receive an “F” for the *Journal* credit be made unless and until the Editor has been removed in accordance with these Bylaws. In the event the Faculty Advisor(s) fails to change the grade to a Pass, the Editor shall have the right of appeal to the Dean of the Law Center for clemency. In the event the Dean fails to change the grade to a Pass, the Dean’s final determination shall stand and the Editor has no other right of appeal.

Any Editor then serving on the Board of Editors may be removed by the remaining Editors. Such removal shall be effective upon a unanimous vote of the remaining members of the Executive Editors, other than the Editor who is the object of the removal proceedings. That Editor will forfeit all tuition remission received and forfeit any credit received as Editor.

**(C) *Executive Board***

The Executive Board is responsible for the discipline of their own members. If the Editor’s work or conduct is deemed unacceptable, any Executive Board Member shall write a proposed reprimand, and submit it to the Executive Board and the Faculty Advisor for consideration. The

Executive Board shall meet to discuss the situation. The Editor may present evidence to the Executive Board and Faculty Advisor in response to the proposed reprimand. All remaining Editors on the Executive Board must unanimously agree to reprimand the Editor in order for the proposed reprimand to become a formal reprimand. Documentation of the formal reprimand will be placed in the Editor's *Journal* file. A formal reprimand may be appealed to the Faculty Advisor(s), subject to the Faculty Advisor(s)' discretion.

Accumulation of two formal reprimands of an Executive Board member will result in either (1) a recommendation to the *Journal* Faculty Advisor(s) that the Editor receive an "F" for the *Journal* credit, or (2) a recommendation to the Board of Editors for removal, whichever the Executive Board deems appropriate. In the event the Faculty Advisor(s) gives a Failing grade to the Editor, that Editor shall have the right to appeal to the Faculty Advisor(s) for clemency. However, in no event shall a recommendation to the *Journal* Faculty advisor(s) that the editor receive an "F" for the *Journal* credit be made unless and until the Editor has been removed in accordance with these Bylaws. In the event the Faculty Advisor(s) fails to change the grade to a Pass, the Editor shall have the right of appeal to the Dean of the Law Center for clemency. In the event the Dean fails to change the grade to a Pass, the Dean's final determination shall stand and the Editor has no other right of appeal.

An Executive Board Member may be impeached upon a unanimous vote of the remaining members of the Board of Editors, other than the Editor who is the object of the removal proceedings. That Editor will forfeit all tuition remission received and forfeit any credit received as Editor.

**(D) *Final Edit***

Final Edit is perhaps the most important process in the *Journal* editing process. Attendance at *ILSA Journal* Final Edit is mandatory for all *Journal* members. No Junior Associate, Senior Associate, Board of Editor member, or Executive Board member may miss a mandatory Final Edit meeting without first getting prior approval from a majority of Executive Board members at least two weeks prior to the Final Edit Weekend. Any member who misses Final Edit without the proper approval will receive a formal reprimand. This is an automatic reprimand and will not need the regular Executive Board approval. In addition, no *Journal* Member may leave Final Edit early without approval of the Editor-in-Chief or two of the Executive Board members. The date for Final Edit is to be set by the Executive Board as early as possible, but no less than 2 months prior.

**(E) *Plagiarism***

In the event that the Executive Board uncovers work of a summer candidate to be plagiarized at any time subsequent to acceptance of that Candidate as a *Journal* member, the Executive Board, in lieu of the provisions outlined above, may immediately revoke *Journal* membership from the offending member or act in other ways consistent with these bylaws and/or the Honor Code of the University.

## SECTION 12: RESIGNATION

A. Generally, resignation from the *Journal* is not permitted. Under extraordinary circumstances, an Editor or Associate of the *Journal* may resign subject to the approval of the Editor-in-Chief and Faculty Advisor(s). “Extraordinary circumstances” does not include being overburdened with school work, financial hardship, or taking advantage of professional opportunities. Upon resignation, that Editor or Associate will forfeit all tuition remission received and forfeit any credit(s) received as a member of the *Journal*.

Unapproved resignation from the *Journal* will result in a grade of “F” being given for the *Journal* credit and/or a Formal Reprimand letter sent to the Dean of the Student Affairs. Resignation may also, in conjunction with the above, result in an Honor Code Violation.

**B. THE ANNUAL CONTRACT OUTLINING THE RESPECTIVE MEMBERS’ DUTIES FOR THE ACADEMIC YEAR IS SEPARATE AND DISTINCT FROM *ILSA JOURNAL MEMBERSHIP*. *JOURNAL* MEMBERSHIP WILL DULY BE DISCHARGED ONLY FOR THE FOLLOWING:**

(A) Full-time Students<sup>1</sup>:

1. Until the Member graduates; or
2. Until the Member transfers; or
3. Unless the member is discharged pursuant to Section 12(A) above.

(B) Part-time/Evening Students:

1. For a period of (2) academic years from the time the student becomes a Member of the *Journal*; or
2. Until the Member graduates;
3. Until the Member transfers; or
4. Unless the member is discharged pursuant to Section 12(A) above.

C. Members of the *Journal* can, at the discretion of a majority of the Executive Board, elect to receive zero (0) credits for any year following their Junior Associate year.<sup>2</sup>

This Section shall be effective as of April 15, 2022.

## SECTION 13: CREDIT

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<sup>1</sup> Students who matriculate into the Law School and maintain the required credit-load in order to graduate within 3-years of matriculation. Full-time students thus, are those who after eligibility and admission onto the *Journal* will have two academic years remaining in their program.

<sup>2</sup> Where the Executive Board approves a second year *Journal* member to elect to receive zero (0) credits, such member will be considered as “on-call” and only be required to participate in editorial work when called upon by the Executive Editor. Furthermore, such person shall designate their status as ‘Member’ as opposed to ‘Senior Associate’.



Credit available for service as a Associate or Editor shall be according to the following provisions, in accordance with the Nova Code of Academic Conduct in relation to other scholarly publications and the American Bar Association requirements. In no circumstance shall the provisions of this section overrule the provisions of the Academic Code or the requirements of Student Services.

1. Out of classroom credits for Junior Associates, who are in either their “2L”, “3L”, or “4L” year, shall be accorded one credit for that academic year, for their work with the Journal. The Junior Associate must perform a minimum of 45 hours of academic work per credit in order to obtain credits per semester; however, additional hours may be required at the discretion of the Executive Board. Such credit shall post to their student records in the Winter semester of that academic year.
2. Out of classroom credits for Senior Associates, who are in either their “3L” or “4L” year, are eligible to receive up to one credit per semester for that academic year, for their work with the Journal. The Senior Associate must perform a minimum of 45 hours of academic work per credit in order to obtain credits per semester; however, additional hours may be required at the discretion of the Executive Board. Such credit(s) shall post to their student records to each corresponding semester, not to exceed one credit per semester and not to exceed two credits for one academic year.
3. Out of classroom credits for members of the General Board and Executive Board, who are in either their “3L” or “4L” year, are eligible to receive up to two credits per semester for that academic year, for their work with the Journal. The General Board or Executive Board Member must perform a minimum of 45 hours of academic work per credit in order to obtain credits per semester; however, additional hours may be required at the discretion of the Executive Board. Such credits shall post to their student records to each corresponding semester, not to exceed two credits per semester and not to exceed four credits for one academic year.
4. No Board of Editor may receive more than six total credits per academic year.

#### **SECTION 14: TUITION REMISSION**

Any monetary remission for service as an Editor is determined in the discretion of the Dean’s office of the Law Center.

#### **SECTION 15: EMPLOYMENT**

- (A) Senior Associates, Junior Associates, and all Editors except for the Editor-in-Chief may, concurrently with serving on the *Journal*, maintain employment up to the maximum allowed by the guidelines set forth by the American Bar Association. However, such employment will not form the basis for a defense to charges that a Senior Associate’s,

Junior Associate's, or Editor's work is deficient to warrant discipline by the Executive Board pursuant to Section 10 above.

- (B) All Editors must seek approval of employment from the Editor-in-Chief and the Faculty Advisor(s) but in no event shall they exceed twenty (20) hours per week.

#### **SECTION 16: CLINIC**

- (A) Senior Associates and Junior Associates may participate in Clinic for as many credits as they want. However, participation will not form the basis for a defense to disciplinary action taken by the Executive Board.
- (B) The Managing Editor, Lead Articles Editor, Bilingual Editor, and Lead Technical Editor may participate in Clinic if approved by the Editor-in-Chief and Faculty Advisor(s). The Editor-in-Chief and Executive Editor may participate in Clinic during the Summer Term if approved by the Faculty Advisor(s) and if two members of the Executive Board will not be participating in Clinic during the Summer Term, and are able to work on *Journal* issues during the summer. The Editor-in-Chief and Executive Editor may participate in a part time, in house Clinic during the Fall and/or Winter semester, upon approval of the Faculty Advisor(s). Executive Board Members may not participate in a Clinic that is out of the tri-county (Broward, Miami-Dade and Palm Beach) area, unless approved by the Faculty Advisor. All other Editors may participate in Clinic but must be approved by the Executive Board to ensure a proper amount of Editors are available during each semester.
- (C) All Candidates and Applicants for Editors shall be informed of these requirements and are required to sign a statement of such notification.
- (D) Notwithstanding any of the provisions set in these By-Laws, an accommodation for taking clinic and/or additional employment can be given to any *Journal* member with approval of the Faculty Advisor and the Executive Board.
- (E) Notwithstanding any Clinic participation, all Associates and Editors must attend all mandatory meetings.

#### **SECTION 17: BYLAWS AMENDMENT**

These Bylaws are effective immediately upon appointment of the incoming Executive Board. These Bylaws may be amended or revised upon a three-fourths majority vote of a quorum consisting of two-thirds of the Board of Editors.

#### **HOST SCHOOL AGREEMENTS**

**NOVA SOUTHEASTERN UNIVERSITY**  
**SHEPARD BROAD LAW CENTER**  
**JOURNAL OF INTERNATIONAL AND COMPARATIVE LAW**

Whereas, the International Law Students Association (ILSA) seeks to further the study of international law through the publication of journal articles by and for law students; and

Whereas, ILSA has established the ILSA Journal of International and Comparative Law (hereinafter referred to as the Journal) for the purpose of publishing such law journal articles; and

Whereas, ILSA seeks to promote international law through scholarly research and the development of international law journals worldwide through its Conference of International Law Journals; and

Whereas, the Nova Southeastern University Shepard Broad Law Center (hereinafter referred to as Host School) has hosted the Journal for the past five years, and desires to continue as Host School on a permanent basis; and

Whereas, the Host School desires to serve as a mentor on behalf of ILSA to new and developing international law journals through the Conference of International Law Journals;

ILSA and the Host School do hereby agree that the Host School shall serve as the permanent host for the Journal and mentor to the Conference of International Law Journals, subject to the terms and reservations set forth below.

**I. Duration**

This Agreement shall be for the period of five years, with automatic renewal for additional five year terms, unless notice is given in writing more than one year in advance of the expiration of the contract period.

**II. Termination**

- (A) This agreement may be terminated early by either party for cause, as defined within this agreement.
- (B) In the event of early termination by ILSA, the Host School will continue to produce and publish the Journal for an interim period of one year, or until another Host School begins to operate the Journal, whichever comes first. In the event the Host School, after termination for cause, does not satisfactorily produce the Journal during the interim period, the Host School will pay any reasonable actual costs incurred by ILSA to produce the Journal elsewhere during that period.
- (C) Upon termination of this Agreement the Host School shall:

1. Forward to the new host school, at the Host School's expense, all Journal materials including, but not limited to, unpublished articles, publications in progress, publication guidelines, contact information and subscriber lists;
2. Provide a liaison to the board of the new host school for a period of at least one academic year from the date of commencement of the Journal's publication under the new host school; and
3. Following any interim period, cease to use ILSA's name, logo, advertising or other representation that may convey a publishing relationship between ILSA and the Host School.

### **III. Host School Obligations**

(A) The Host School agrees to:

- a. Select and bear the costs for the method of production of the Journal;
- b. Select and maintain the Journal staff;
- c. Maintain a Journal office at the school, including facilities, materials and equipment; and
- d. Select, edit and produce each issue of the Journal.

(B) The Host School further agrees to preserve the current name, cover and format of the Journal, unless otherwise approved in writing by the ILSA Board of Directors.

(C) The Host School agrees to serve as Co-Chair of the annual meeting of the Conference of International Law Journals, in conjunction with the annual ILSA Spring Conference.

(D) The Host School shall publish the Journal in three issues annually. Under normal circumstances, the publication of the three issues shall continue in the following order: The first issue shall include the award-winning memorials from the Baxter Competition of the most recent Philip C. Jessup International Law Moot Court Competition. The second issue shall be the annual International Practitioner's Notebook. The Host School shall exercise its best efforts to produce the Bilingual Edition as the third issue.

(E) The Host School will exercise its best efforts to produce the first issue no later than December 31, the second issue no later than March 31, and the third issue no later than June 30 of any given year. This production schedule refers to the delivery of the final draft of each completed issue, in hard copy and on disk, to the publisher for blue-line. Consistent failure to meet this publication schedule shall represent cause for early termination of this agreement.

### **IV. ILSA's Obligations**

A. ILSA shall be responsible and bear all costs for:

- a. Advertising the Journal;
- b. Promoting the Journal at all ILSA functions, in all ILSA publications and throughout its network of members, affiliates, partnerships and other professional relationships, including the American Society of International Law and Friends of the Jessup;
- c. Contracting with, and collecting all materials from, the American Branch of the International Law Association for publication of the International Practitioner's Notebook;
- d. Submitting winning memorials and other materials from the annual Philip C. Jessup International Law Moot Court Competition;
- e. Assisting the Host School to solicit articles and develop the Journal's subscription base through ILSA's membership, affiliates, partnerships and other professional relationships, including the American Society of International Law and Friends of the Jessup;
  1. Soliciting articles for the Journal; and
  2. Otherwise assisting the Host School with its administrative needs as requested.

## V. Administrative Arrangements

(A) The Editor-in-Chief of the Host School shall act as the Host School's liaison to ILSA. His or her responsibilities shall include, but not be limited to:

- a. Ensuring that all reports, proofs, articles and questions, among other possible matters, are communicated to ILSA in a timely manner;
- b. Providing to ILSA the current home, work, and school addresses, telephone and facsimile numbers of the Journal staff;
- c. Attending or sending a representative to the ILSA Fall and Spring Conferences to present a report to the ILSA membership; and
- d. Submitting a written report to the regular meeting of the ILSA Board of Directors.

(B) The Host School shall create a student board position of Subscription Editor and handle all billings and accounting in-house. The Subscription Editor's responsibilities shall include, but not be limited to:

- a. Maintain a master list of subscribers;

- b. Keeping the addresses of subscribers current;
  - c. Developing the subscription base;
  - d. Monitoring renewals; and
  - e. Processing all requests for subscriptions, payments and claims.
  - f. The Host School shall provide to the ILSA Executive Director quarterly an accounting and disbursement of income and an updated list of subscribers.
  - g. The ILSA Board of Directors reserves the power to review the Host School Agreement, the Journal and its accounts. If the ILSA Board of Directors determines that the Host School is consistently failing to meet its obligations as specifically established under this agreement, such failure shall represent cause for early termination of this agreement.
- (C) The Host School shall cooperate with the ILSA Executive Director, Vice President and the law school serving as Co-Chair of the annual ILSA Conference of International Law Journals.
- (D) The Host School shall serve as mentor to the law school chapters and affiliates of ILSA interested in developing international law journals.
- (E) The ILSA Executive Director and Vice President shall serve as liaisons to the Host School. The liaisons shall:
- a. Be available to answer all questions, provide mailing and subscriber information, advise on all aspects of the Journal;
  - b. Make available to the Host School current and complete contact information, including addresses, telephone and facsimile numbers of ILSA's officers, directors and members.
  - c. Confer with the Host School on, and provide all information to the Host School regarding, ILSA decisions and actions concerning the Journal; and
  - d. Communicate all concerns, comments and suggestions of the Host School to the ILSA Board of Directors.
- (F) ILSA and the Host School mutually agree to work in good faith to keep the other informed on all aspects of the process under its control, and provide their best efforts to assist the other to ensure the publication of three issues of the Journal each year.

## **VI. Editorial Arrangements**

- (A) The Host School shall inform and consult with the Executive Director of ILSA on themes, symposia and articles. The ILSA Board reserves the right to disapprove publication of material and/or authors of questionable literary, academic or international legal value, or material that would be contrary to ILSA's stated purposes.
- (B) The Host School shall consult with the Executive Director of ILSA on all major policy issues and substantive changes concerning publication of the Journal, including, but not limited to, publication schedule, advertising, number of issues, name, format, or cover design. Any substantive change to the Journal shall not be implemented without prior approval from the ILSA Board of Directors.
- (C) The Host School shall use its best efforts to devote at least 30 percent of the total pages of each issue to student work, provided that such work is of sufficient quality for publication in the Journal.
- (D) The Host School and ILSA agree to supplement this agreement as editions of the Journal go on-line, or are marketed on CD-ROM or other electronic media.

**VII. Financial Arrangements**

- (A) Net subscription income shall be divided as follows:
  - a. 84% of the total to the Host School; and
  - b. 16% of the total to ILSA.
- (B) The costs for printing additional copies shall be shared as follows:
  - a. The Host School shall be responsible for all costs involved in producing copies of the Journal for subscribers.
  - b. ILSA shall be responsible for the printing costs of back issues and complementary issues for ILSA member schools and any persons, schools or organizations designated by ILSA as entitled to free copies.
  - c. Nothing herein shall be construed as to prevent either party from purchasing additional copies at cost.
- (C) There shall be no increase in the price of the Journal or other media involving the Journal without the advance approval of the ILSA Board of Directors.

**VIII. Force Majeure**

Neither the Host School nor ILSA shall be liable for failure to perform their part of this agreement when the failure is due to fire, flood, strikes or other industrial disturbances, inevitable accident, war, riot, insurrection or other causes beyond the control of the parties.

**IX. Notice**

No claim can be made for breach of this agreement unless notice of the breach is made to the other party. All notices shall be written and communicated by mail and facsimile.

**X. Disputes**

If any dispute cannot be resolved amicably within 60 days it shall be referred to arbitration under the Rules of the American Arbitration Association in the District of Columbia.

**XI. Choice of Law**

Both parties agree that in carrying out the objectives of this agreement that they will fully comply with the laws and regulations of the governments of the United States. This agreement shall be governed by the law of the District of Columbia.

**XII. Severance**

In the event that any provision herein shall be considered unenforceable, said provision shall be deemed severed and the remaining provisions given full force and effect.

**XIII. Assignment**

All rights and duties hereunder shall not be assigned to any other party.

**XIV. Amendment or Supplements**

This agreement may be amended or supplemented in writing upon the mutual consent of ILSA and the Host School.

**XV. Waiver**

No failure to enforce any of the provisions of this Agreement shall be construed to be a waiver of such provision or any other provision of the Agreement or its validity or enforcement.

IN WITNESS HEREOF, the parties hereto execute this agreement.



Joseph D. Harbaugh 8-11-99

for Host School Date

M Elizabeth Atkins, Exec. Director 7/12/99

for International Law Students Association Date

### **GREENBOOK HOST AGREEMENT**

**AGREEMENT** made this 12th day of June, 2013, between WILLIAM S. HEIN & CO., INC., hereinafter called the "Publisher," and Nova Southeastern University, Shepard Broad Law Center (NSU) represented at the time of this agreement by Joseph Hnylka, hereinafter called the "Editor." This agreement will supersede the one dated May 29, 2003 (signed by Jim Wilets).

#### **THE PARTIES HERETO AGREE AS FOLLOWS:**

1. The Editor agrees that he will, to the best of his skill, judgment and literary ability, write and prepare an unpublished work entitled *International Citator and Research Guide: The Greenbook* and grants to the Publisher exclusive rights thereto to copyright said work in the Publisher's name in the United States and in the Publisher's name or in any other name in such other countries as the Publisher may determine and to publish, advertise and sell the work during the term of said copyright and all renewals thereof. Editor hereby gives, grants and assigns to the Publisher the following rights in the said work on the terms herein set forth:
  - (A) Right to publish and sell the Work in the English language throughout the world in all mediums and

- formats or all means of delivery, storage, and reproduction, including but not limited to print, ebook, and online access;
- (B) Right to license to third parties, subject to Editor's approval, such approval not to be unreasonably withheld or delayed, non-dramatic reproduction of the verbatim text, without adaptation, of the work, be it electronic or mechanical, the result of which serves as a substitute for sales of the work in book form.
  - (C) With approval from the Editor, the rights to use or authorize the use of Editor's name and likeness and brief biographical information approved by the Editor, solely in connection with the sale of the works.

2. Immediately upon execution of this contract, Editor agrees to begin the preparation of:
  - (1) a detailed chapter outline for the proposed work which shall include chapter headings and section and subsection headings under each chapter;
  - (2) a partially completed chapter which shall be fairly representative of the form, style, organization of material and manner of treatment of the legal principles, illustrative cases and footnote authorities to be used throughout the work.

This chapter outline and partially completed chapter shall be submitted to the Publisher, and immediately

upon written notification by the Publisher to the Editor that the chapter outline and partially completed chapter have been approved, the Editor will begin the writing and preparation of the entire work.

3. The completed work in English shall comprise approximately 6 volumes (to be delivered between 2013 and 2018), including citation text; footnotes; and appendices. The volumes will be organized as follows: one volume for International Organizations and five volumes for countries by region (Europe; Asia; South America, Central America and the Caribbean; Australia, Oceania and the Arab States; and Africa). The volume covering International Organizations shall be delivered to the Publisher on or before June 15, 2013; the remaining volumes will be delivered one per year starting in 2014. If, in the opinion of the Publisher, the manuscript is not complete or needs editing or rewriting, the final decision as to whether editing or rewriting is necessary shall remain with the Publisher, and it shall be within the Publisher's discretion to cause any editing or rewriting that it may consider necessary to be done in its own Editorial Department or by the Editor, and

in the event that the Publisher requests the Editor do such editing or rewriting, the Editor hereby agrees to do so without unnecessary delay and to return the manuscript as edited or rewritten within 30 days. If editing or rewriting is done in the Publisher's Editorial Department, the Publisher agrees that such editing or rewriting shall not change materially the form, style, organization of material and manner of treatment of the legal principles, illustrative cases and footnote authorities.

Furthermore, the manuscript is to be submitted electronically according to the guidelines provided by the Publisher (either provided earlier or attached here). If not submitted by these guidelines, the Publisher may reject the manuscript until the Editor can submit a properly formatted electronic file.

4. The Editor agrees that, in preparation of said work, he will not infringe any other copyright, violate any property rights or include therein any scandalous, libelous, or unlawful matter. In the event that any claim, demand or suit is instituted against the Publisher by reason of any infringement or violation as hereinabove described, the Publisher may withhold any sums that may be due the Editor hereunder pending final withdrawal, settlement, or adjudication of any such claim, demand or suit.

The Editor will defend and indemnify and hold harmless the Publisher against all claims, demands, suits, losses, costs, damages and expenses that the Publisher may sustain or incur by reason of any infringement or violation of any other copyright or property rights or by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in said work.

5. Upon acceptance of the manuscript by the Publisher, it shall be published at the Publisher's expense. The Publisher shall have the right to publish the said work in such style as it deems best suited to its sale, whether in print or electronically, to fix and alter the price or prices at which said work shall be sold; to determine the number of copies to be printed, if any; the method and style of print and binding, including but not limited to the style and size of type and paper to be used; to determine how and where electronic versions are sold; to determine the method and means of advertising and selling the said work; the number and destination of free copies and all other publishing details not hereinabove specifically described.
6. The Editor agrees to revise the work upon the request of the Publisher if, in the opinion of the Publisher, a revised edition becomes essential or advisable. The provisions of this

Agreement shall apply to each revision as though the revision were the original work being published for the first time. The revised work shall be delivered in manuscript form to the Publisher not later than six months from the date of the Publisher's request thereof.

Should the Editor not provide a revised edition of the work acceptable to the Publisher within the time specified herein, or should the Editor, for any reason, fail to revise the said work, the Publisher may, at its option, have the revision done by some other person who, in the opinion of the Publisher, is qualified. In that event, no royalties shall be due or payable to the Editor for the sale of said revised edition of the work, and the Publisher may display, advertise, and sell the revised edition in the name of the person or persons who did the revision, except that the title of the revised work shall be the same as that of the original work.

7. At the written request of the Publisher, the Editor agrees to prepare supplements to the work, or to the revised edition of the work, if the Editor has done the revision. The purpose of said supplements shall be to keep the work or revised edition up to date. In the event that the Editor is unable or unwilling for any reason to prepare any supplement and have not indicated in writing to the Publisher within 30 days from the date of the Publisher's written request therefor, that he is ready and willing to prepare such a supplement, the failure to respond to the Publisher's request shall be deemed refusal to prepare the supplement, and the Publisher may have that supplement prepared by some other person, and in that event, the Editor shall be entitled to no royalty payments for the sale of said supplement, and after five years from such refusal, no further royalty payments shall be paid to the Editor for the sale of the original work or of the revised edition, as the case may be.

The Publisher may display, advertise and sell the said supplement in the name of the person who prepared it. The Editor, at the Publisher's request, will prepare within 30 days, a one-to-two page typewritten news release describing the Editor's work.

8. The Publisher will pay NSU a royalty on an annual basis as follows (and as applicable):
  - (A) Print: [10]% on all print copies sold, based on the net proceeds from the sale of the work, and from the sale of any revision thereof if the Editor has done the revision, and any supplement thereto which the Editor has prepared.
  - (B) Ebook: 30% of net proceeds from the sale of any stand-alone electronic version of the work.

In the foregoing paragraphs (A) and (B), "net proceeds" shall mean the actual price received by the Publisher from all sales whether retail or trade (wholesale) sales, less taxes. If applicable, the total of these sales shall be reduced by the amount of credits, actual returns, and a reasonable reserve for anticipated returns of 20%.

- (C) HeinOnline or other online collection: a royalty equal to the greater of the following:
- (i) [Number of pages]30% of the net revenue for the library attributable to the work, calculated as the number of pages that the work represents as a portion of the total number of pages within that library; or
  - (ii) [Number of visits]30% of the net revenue for the library attributable to the work, calculated as the number of visits to the work as a portion of the total number of visits to all works within that library.

In the foregoing paragraphs (i) and (ii), "net revenue" means the total subscription income received from subscribers to the particular library containing the work during the prior calendar year.

- (D) Third-party licensing: 50% of all revenues received.

It is further agreed that from the first royalties earned by NSU, there shall be deducted the cost of any Editor's alterations or corrections in the proofs (but not including printer's errors) which exceed 10% of the cost of formatting/desktop publishing of the entire work.

9. The Publisher will furnish, without charge, 10 copies to Editor of the printed work, and of any revision of said work if done by the Editor and of any supplements to the work or the revision if done by the Editor. If Editor wishes to obtain additional copies, for personal use and not for resale, Publisher will provide such copies at a discount of 40% off the retail price, and the amount due the Publisher for such additional copies shall either be deducted from the royalty payments due the Editor or billed directly to the Editor (at Publisher's discretion).
10. Upon written request from the Editor, he shall be entitled to examine by the certified

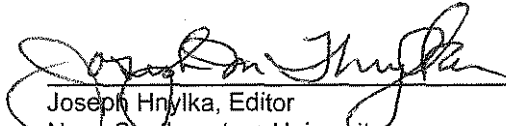
public accountant of his choice the books of account of the Publisher as they relate to the publication and sale of the said work and any revision or supplement thereto done by the Editor. The cost of such examination shall be paid by the Editor, except that if upon such examination by a certified public accountant there shall be discovered an error in the accounts to the Editor's disadvantage arising otherwise than from interpretation of any of the terms of this Agreement and amounting to not less than 10% of the total royalties paid the Editor, the cost of said certified public accountant's examination shall be paid by the Publisher.

11. The Editor agrees that he will not contract to publish or furnish to any other publisher any work on the subject described in Paragraph 1 hereof. It is intended by this provision that the Editor will not write, publish or cause to be written or published any other book upon said subject. Terms shall not be construed, however, to prevent the Editor from writing and publishing or causing to be published original articles on said subject in legal publications.
12. In the event of any disagreement between the Publisher and the Editor regarding the interpretation of any of the terms of this Agreement, such dispute shall be referred for hearing and determination to three arbitrators, one to be appointed by the Publisher, one to be appointed by the Editor, and the third to be appointed by the two aforesaid arbitrators. The decision of any two of said three arbitrators shall be final and binding upon the parties. In the event that the two arbitrators appointed respectively by the Publisher and the Editor are unable to agree upon a third arbitrator within two weeks of their appointment, then the third arbitrator shall be appointed by the court on application of either party pursuant to Section 7504, Civil Practice Law and Rules.
13. This Agreement shall be construed and interpreted according to the Laws of the State of New York and shall be binding upon the parties hereto, their heirs, successors, assigns, and legal representatives, and each reference to the Editor and to the Publisher herein shall include his or its heirs, successors, assigns, and legal representatives. This Agreement shall not be subject to change, modification, or discharge in whole or in part, except by written instrument signed by the parties.

**WILLIAM S. HEIN & CO., INC.**

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

Sheila M. Jarrett  
William S. Hein & Co., Inc., Publisher

  
\_\_\_\_\_  
Joseph Hnylka, Editor  
Nova Southeastern University,  
Shepard Broad Law Center