



"Enriching Lives"

COUNTY OF LOS ANGELES

DEPARTMENT OF CORONER

1104 N. MISSION RD., LOS ANGELES, CALIFORNIA 90033



Anthony T. Hernandez
Director

September 6, 2005

Lakshmanan Sathyavagiswaran, M.
Chief Medical Examiner-Coroner

Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**RECOMMENDATION TO AUTHORIZE AGREEMENT BETWEEN THE
DEPARTMENT OF CORONER AND ELSEVIER INC., FOR PUBLICATION OF
A FORENSIC NEUROPATHOLOGY BOOK
(ALL DISTRICTS – 3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair of the Board to sign the attached agreement between the County of Los Angeles and Elsevier Inc., for the publication of a forensic neuropathology book.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The agreement allows the royalties to go to the County of Los Angeles, Department of Coroner as the neuropathologic material used is in part from cases handled by the Department of Coroner and was prepared on County time using County resources and is thus the property of the County. The medical/scientific community will benefit from this publication as it will include unique neuropathology information from the County of Los Angeles, Department of Coroner case files over the last 4 decades. The book was written by the neuropathology staff, an independent contractor to the Department of Coroner, and the Chief Medical Examiner-Coroner.

Accreditations:

*National Association of Medical Examiners
California Medical Association-Continuing Medical Education
Accreditation Council for Graduate Medical Education*

*American Society of Crime Laboratory Directors
Peace Officer Standards and Training Certified*

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The proposed recommendations further the Board approved County Strategic Plan Goal No. 1 (Service Excellence) and Goal No. 4 (Fiscal Responsibility) by providing the community with unique neuropathology information obtained from Coroner case files from the last 40 years and facilitating the receipt of royalties by the Department of Coroner.

FISCAL IMPACT/FINANCING

The Department of Coroner, per the attached agreement, shall receive the following:

1. Royalties on net sums received on the sale of regular editions of the work in book form in the English language as specified below:
 - a. 7.5% on copies up to 2,000
 - b. 10% on copies 2,000+
2. 10% of net sums received by the Publisher on all copies of overstock, except when such copies are sold at or below cost.
3. 50% of net sums received by the Publisher after Publisher's manufacturing costs have been deducted, on royalty inclusive special sales of the book in the English language.
4. 50% of net royalties of other sums received by the Publisher from licensed third parties.

Revenue estimates are unknown at this time, as this is a first time contract.

No additional County costs will be incurred as a result of this recommended action.

FISCAL AND PROVISIONAL/LEGAL REQUIREMENTS

County Counsel has reviewed and approved the agreement as to form.

Honorable Board of Supervisors

September 6, 2005

Page 3 of 3

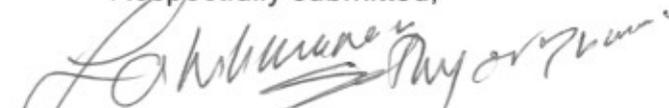
CONTRACTING PROCESS

No mandatory contracting process was required due to the nature of this agreement.

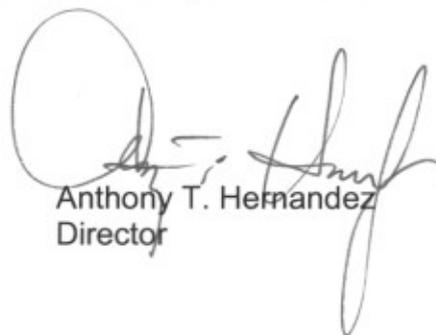
CONCLUSION

The Executive Officer, Board of Supervisors, is requested to return four (4) copies of the executed agreement and the adopted stamped Board Letter.

Respectfully submitted,



Lakshmanan Sathyavagiswaran, M.D.
Chief Medical Examiner-Coroner



Anthony T. Hernandez
Director

LS/ATH/slg

Attachment

c: Executive Officer, Board of Supervisors (22)

Publication Agreement Between
Los Angeles County and Elsevier Inc.
for Forensic Neuropathology Book.

PREAMBLE

Agreement made this ____ day of _____, 2005 between

Los Angeles County
648 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012
(hereinafter the "County")

Work on behalf of the county will be performed by:

John M. Andrews, M.D.
Hideo H. Itabashi, M.D.
Uwamie Tomiyasu, M.D.
Stephanie S. Erlich, M.D.
Lakshmanan Sathyavagiswaran, M. D.
(hereinafter collectively called the "Author")

and

Elsevier Inc.
200 Wheeler Road
Burlington, Massachusetts
(hereinafter called the Publisher).

INTENTION

- 1 The County will cause Author to prepare and supply a work (hereinafter called "the Work") tentatively titled:

Forensic Neuropathology: An Atlas and Manual

(which is a working title and may be changed by mutual agreement).

The County reserves the right to replace any of the above-identified persons comprising the Author, or to add persons to Author, subject to the Publisher's and the author's prior written approval of the replacement person, or the additional person, as the case may be. The County also reserves the right to remove, without replacement, any of the above-identified persons comprising the Author, with the

permission of the other authors. Any such removal will not require the Publisher's approval.

RIGHTS AND LICENSES

- 2 The County hereby grants and assigns to the Publisher during the whole world term of its copyright and all renewals and extensions thereof the following rights in the Work:
 - (a) The sole and exclusive right to print, publish and sell the Work in book and in all digital electronic forms in the English language throughout the world and the right to license others to do so;
 - (b) The sole and exclusive right to grant licenses for translations into foreign languages, and for publication of such translations, and for exercise by foreign publishers of any of the other rights enumerated herein in any foreign country;
 - (c) The sole and exclusive right to publish book club, microform editions and to publish in other languages, to grant permissions to publish material from the Work in other works including sound and video recordings, information storage, processing, transmission and retrieval systems, multimedia renditions, to display and transmit electronically and through on-line information services, and to publish all derivative work in all media.
 - (d) If the Publisher fails to exercise its right to grant licenses for translations into foreign languages and for publication of such translations within two (2) years after publication of the Work, the County shall have the right to exercise said translation rights upon written notice to the Publisher subject to royalties payments by the County to the Publisher in accordance with paragraph 8(e) hereunder.

COPYRIGHT

- 3 The Publisher will register the copyright of the Work at its own expense as an administrative convenience, in the name of Elsevier Inc., and will preserve and record such copyright in compliance with Title 17 of the United States Code and with such foreign statutes, treaties, and conventions as it, in its sole discretion, considers necessary and appropriate. The Publisher shall have cause to be included in each copy of the Work published by it or under its authority a copyright notice in conformity to U.S. law and the Universal Copyright Convention.
 - a) In the event the Work contains parts written by person other than

the Author, such persons, if not employees of the County, shall be required either (i) to assign their copyrights in their respective contributions to the County, who will in turn license the Publisher as stated herein; or (ii) license the County with respect to such contribution, who will in turn sublicense the Publisher as stated herein.

THE
MANUSCRIPT

4 The Manuscript:

- a) The County agrees to deliver on or before **March 15, 2006**, a manuscript on disk and a hard copy of approximately **900** double-spaced pages, on 8 1/2" X 11" paper, of approximately 200 words per page, with approximately **50** camera-ready line art illustrations, **10** black and white and **450** color photographs which will result in a published book of approximately **525** published pages in a **tentative** trim size of **8-1/2 x 11**. All electronic data will be Year 2000 compliant: (1) the expression of dates will not cause any interruption in disk operation; (2) functions based on dates will behave consistently prior to and after the year 2000; (3) all year dates are expressed in full four digits rather than two.
- b) The County will retain a copy of the Work including both text and illustrations;
- c) The County agrees to provide complete and final photographs, drawings, charts, maps or other illustrative material ("Illustrations") and a preface and/or foreword, table of contents, or other such aids if necessary for the Work. The County agrees to provide an index or have one prepared by the Publisher. If the County fails to supply any of the foregoing, or if any of the foregoing as submitted shall be unsatisfactory to the Publisher, the Publisher shall be entitled to provide them and charge the cost thereof against the County's royalties. In no event, however, shall County be liable for the cost of any of the foregoing items, above and beyond that which is available to the Publisher from County's royalties.
- d) If said manuscript is not delivered in content and form satisfactory to the Publisher within the specified time, for any reason, unless the time is extended in writing by the Publisher, the Publisher shall be entitled to terminate this Agreement; beyond the extension(s) agreed upon by the Publisher in writing, the Publisher has the right to negotiate a reduced royalty if the manuscript is further delayed.

- e) In the event that the Author is unable or unwilling to perform its obligations under this Agreement for any reason, including without limitation by reason of the Author's death or otherwise, the Publisher shall have the right to appoint a replacement Author after consultation with the County, and Author and to deduct any amounts due to the replacement Author from amounts due to County hereunder, with the following understanding; namely, that County shall have no liability for any such amounts, above and beyond that which is available to Publisher from County's royalties. In this event, County shall have the right to notify Publisher not to use the Author's name in connection with any such revision.
- f) If, for reasons set forth in 4(d), the Agreement is so terminated, any advance and grant monies paid to the County shall be returned to the Publisher and until such monies have been returned, the County may not cause publication of the Work elsewhere without the written permission of the Publisher.
- g) With regard to any and all material obtained from other copyrighted works, or the incorporation of illustrations, the County shall, at his or her own expense, obtain and file with the Publisher the written consent of the owner for use of such copyrighted materials or written permissions or releases from models used in such illustrations in the Publisher's English-language edition of the Work at the time of manuscript delivery as specified in Clause 4(a). If the County fails to obtain said permission, the Publisher shall deduct all fees, royalties and other charges for obtaining permission and for use of such copyrighted materials from the County's royalties. In no event, however, shall County be liable for any such fees, royalties or other changes, above and beyond that which is available to Publisher from County's royalties;
- h) It is understood and agreed that the Publisher is not the insurer of the manuscript for the Work or any other materials placed in its possession by the County, and it shall not be liable for the loss thereof;

ACCEPTANCE OF 5
THE
MANUSCRIPT

When the manuscript is in form and content satisfactory (as provided in Paragraph 4 hereof, in the Publisher's sole discretion, for its publishing program, the manuscript will be published at the Publisher's expense in such style and manner, under such imprint and at such price as it deems suitable.

- a) It is understood and agreed that it is the Publisher's policy and practice to obtain reviews of the manuscript with a view to assessing the suitability of the manuscript for the purpose intended and tailoring the manuscript to the specific market aimed at, and that the County agrees to make all reasonable revisions required by the Publisher in the interest of the widest acceptance of the Work in the market.

INDEMNITIES
AND
WARRANTIES

- 6 The County warrants that the County and any contributors are the originators of the Work; that the County is the sole proprietor of the Work and has the full power and authority to copyright the Work and make this agreement; and that the Work will not infringe on any copyright, right of publicity or privacy or any other proprietary right of any third party or contain any libelous matter. The County will indemnify, and hold harmless the Publisher against all claims, suits, costs, damages, losses, and expenses (including reasonable attorneys' fees) that the Publisher may sustain by reason of any infringement of the Work on any copyright or proprietary right, and/or by inclusion of material found to be libelous, or injurious to the user. The Publisher shall also have the exclusive right to sue or defend the same as the case may be, through counsel of its own choosing. If the Publisher elects to sue or defend the same through counsel of its own choosing, it alone shall bear the legal fees and costs incurred in connection therewith. Further, the warranties and indemnities contained in this agreement will survive its termination and extend to licensees, distributors and assigns of the Publisher.

PROCESSING THE
MANUSCRIPT

- 7 The Publisher will have the right to edit and design the format of the Work, including size, typography, paper, method of printing, type of binding, and jacketing; to determine and set the price, including any special prices; and to use all customary means of advertising and marketing the Work;

- a) The Author will on Behalf of the County read the proofs, responsibly correct them and return them within two weeks of receipt, and be responsible for the accuracy of the proof and corrections. The County will bear all costs of alterations in the proofs (other than those resulting from printer's errors) exceeding ten percent (10%) of the cost of original composition. These costs will be deducted from the first royalty payments due to the County.

REMUNERATION

- 8 a) The Publisher agrees to pay royalties to the County on Net Sums Received on the sale of regular editions of the Work in book

form in the English language as specified below:

7.5% on copies up to 2000

10% on copies 2000+

All royalty shall go towards:

Los Angeles County – Department of Coroner

1104 North Mission Road

Los Angeles, California 90033

The royalty for electronic editions if, in the sole judgment of the Publisher, such editions are mutually beneficial will be the same as those for the regular edition as defined above.

- b) No royalty will be paid on returned copies, complimentary copies to the County or copies given away to others, including copies for review, for the purpose of aiding the sale of the Work, traveler's samples, or damaged copies; the Publisher may authorize limited use of quotations by others without remuneration if, in the Publisher's sole discretion, such use benefits the sale of the Work
- c) On all copies of overstock, which the Publisher deems it expedient to sell at remainder prices, a royalty of ten per cent (10%) of Net Sums Received by the Publisher shall be paid to the County, except when such copies are sold at or below cost, in which case no royalty shall be payable;
- d) The County shall receive fifty per cent (50%) of the Net Sums Received by the Publisher after Publisher's manufacturing costs have been deducted on royalty inclusive special sales of the Work in book form in the English language, such as to a book club; however, on special sales for which royalties are paid by the purchaser or by a licensee, the County shall receive fifty per cent (50%) of the Net Royalties Received by the Publisher;
- e) The County shall receive fifty per cent (50%) of Net Royalties of other Sums Received by the Publisher from licensed third parties, such as publishers of foreign translations; from sales of editions in languages other than English published by the Publisher, the Author shall receive royalties of five per cent (5%) of the Net Sums Received;

- f) The Publisher shall furnish a total of **twenty-five (25)** copies of the Work, twelve (12) to the Authors and thirteen (13) to the County, without charge. Additional copies for the Authors' or the County's use shall be supplied at a discount of thirty per cent (30%) from the standard list price; the County or the Authors may also purchase for its use, and not for resale; single copies of any book published by the Publisher at a thirty per cent (30%) discount from the standard list price;
- g) As used herein, "Net Sums Received" shall mean monies actually received in payment for copies of or access to the Work, after deduction of any discounts, commissions, returns, postage, shipping, insurance or taxes in connection with the distribution of the Work and any direct expenses in connection with any license. As used herein, "Net Royalties Received" shall mean monies actually received in payment from third parties licensed to distribute, translate or otherwise exploit the Work, or for portions or derivatives thereof, after deduction of any direct expenses incurred by the Publisher in connection with any license.
- h) A statement of royalties will be prepared annually by the Publisher within ninety (90) days following the end of the fiscal year. Remittance of the amount due the County will accompany the statement. No royalty payment will be issued if the amount due the County is less than fifty dollars (\$50.00). Payment will be delayed until the next usual reporting period when that amount has accumulated.
- i) The Publisher shall provide the County with respect to the within first edition of the Work, an advance of Three Thousand Dollars (\$3,000.00) recoupable against royalties and payable as follows: One Thousand Five Hundred Dollars (\$1,500.00) upon signing of this Agreement by all parties, and One Thousand Five Hundred Dollars (\$1,500.00) upon delivery by the County of an acceptable manuscript.

COMPETITIVE
BOOKS BY THE
AUTHOR

- 9) The County agrees that during the term of this Agreement, it will agree not to publish or furnish to any other publisher for sale, trade or otherwise, any other edition of the Work revised, corrected, enlarged, abridged, or otherwise, or any book of a character that would compete with or injure the sale of the Work herein specified. The Author or County may use portions of the material from the Work in its classroom during the manuscript development of the Work or for inclusion in scholarly papers for scientific journals if

the Work and Publisher are cited. After publication of the Work, the Author or County may use up to ten (10%) content of the Work for classroom instruction and for inclusion in scholarly papers for scientific journals without prior written permission by the Publisher.

PROVISION FOR
FUTURE
EDITIONS

- 10 The County agrees to revise the first and subsequent editions of the Work, when requested to do so by the Publisher under the same terms and conditions as set out in the Agreement, as though it were being published for the first time, including the computation of royalties. A new schedule for manuscript delivery will be reasonably determined by the Publisher. If, for any reason, the County shall fail to revise the Work, in accordance with the standards reasonably required by the Publisher, the Publisher may engage some competent person or persons to prepare such revised editions, and shall have the right to cause such fact to be evident in the new edition, and charge the cost of the services of such person or persons against the royalties accruing to the County. In no event however, shall County be liable for any such costs, above and beyond that which is available to Publisher from County's royalties. The Publisher shall have the sole right to determine the amount of such fee or royalty percentage to revise reasonably the royalty rates herein as it deems equitable. The Publisher shall be entitled to continue to use the name of the County and Author in all editions of the Work and in all advertisements thereof, provided that such editions contain some content prepared by the County. The Publisher shall also be entitled to reasonably adjust the names of the Author and revising party or parties in its sole discretion.

TERMINATION
AND REVERSION
OF RIGHTS

- 11 When in the judgment of the Publisher the demand for the Work is no longer sufficient to warrant its revision or its continued manufacture or maintenance in inventory, the Publisher may discontinue the manufacture, sale and distribution thereof. The Publisher may discontinue the manufacture, sale and distribution thereof or elect to offer the Work on a single copy reproduction produced on the request of a third party when the regular edition of the Work is no longer available, the royalty to the County shall be 10% (ten per cent) of Net Sums Received and no royalty shall be paid for the first 10 (ten) copies of the Work over the remaining life of the Work.. The Publisher shall notify the County and Author in writing addressed to their last known address and deposited in the United States mails. Notwithstanding the above, when inventory of the Work renders insufficient to fulfill orders and Publisher fails to manufacture reprints of the Work, this agreement shall be terminable upon written request by the County and all rights granted to the Publisher herein shall revert to the County (except as to

artwork and illustrations prepared or obtained at the Publisher's expense, which shall remain the property of the Publisher). Within thirty (30) days following the termination of this Agreement by the County, the Publisher shall execute and deliver an instrument of assignment reasonably satisfactory to the County (or if provided by the County, reasonably acceptable to the Publisher), whereby the Publisher assigns and conveys to the County all rights granted by County hereunder in the copyrights in the Work (and in all subsequent editions of the Work), if any, including any and all registration of such copyrights. The County or Author shall have the option to buy from the Publisher any or all copies of the Work on hand at the cost of manufacture and shipment. The Publisher may offer its plates, film or artwork, if available, to the County at the Publisher's cost plus freight. At such point, the Publisher shall be privileged to dispose of the copies destroyed or disposed of at or below cost. Termination will not affect existing third party licenses or proceeds to County or Publisher therefrom.

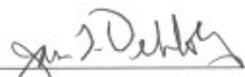
- INTERPRETATION 12 This Agreement will be interpreted according to the law of the State of New York and the United States of America, without regard to principles of conflicts of law.
- HEIRS AND ASSIGNS 13 This Agreement shall be binding and inure to the benefit of the parties thereto, their heirs, successors, administrators, assigns, and personal representatives; and references of the County and the Publisher shall include their heirs, successors, administrators, assigns, and personal representatives.
- MULTIPLE AUTHORSHIP 14 In the event two or more manuscript preparation collaborators are a party to this agreement, the word County, as used in this Agreement, shall be deemed to include, jointly and severally, all collaborators, authors, or owners who are signatories hereto. Unless otherwise provided herein or in written instructions to the Publisher signed by or on behalf of all such collaborators, authors or owners, all sums payable to the County shall be divided equally between or among them and the Publisher shall render separate accounts and make separate payments to each of them. The County may direct the Publisher in writing to advance sums from his or her royalty account to pay contributors who are not signatories to this Agreement.
- SPECIAL PROVISIONS 15 Paragraphs following this Agreement and attached hereto, if any, are hereby made a part of this Agreement.

This Agreement contains the entire understanding of the parties and supersedes all prior oral or written understandings, presentations, or

agreements.

IN WITNESS WHEREOF, The Publisher has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

Publisher – Elsevier Inc.

By 
Name: James T. DeWolf
Title: Vice President, Publishing
Science and Technology Books

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

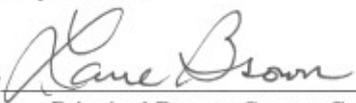
ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk
Of the Board of Supervisors

By _____

APPROVED AS TO FORM:

County Counsel

By 
Principal Deputy County Counsel

Final Rev. Approved 5-31-05