

CONTRACT FOR THE PRINTING AND PUBLICATION OF
THE OFFICIAL REPORTS OF
THE MICHIGAN SUPREME COURT AND
THE MICHIGAN COURT OF APPEALS

MEMORANDUM OF AGREEMENT, made between West Publishing Corporation, a corporation organized and existing under the laws of Minnesota, hereafter referred to as the Publisher, and the Supreme Court of the state of Michigan, hereafter referred to as the Court.

The parties mutually agree that the Publisher shall, for a term of 5 years beginning July 1, 2020, with the option to extend the contract by mutual written agreement for two additional one-year periods, produce, distribute, and sell the Reports of the Michigan Supreme Court and the Michigan Court of Appeals, hereafter referred to as the Reports, in advance sheet and bound volume formats in accordance with the provisions and conditions hereafter enumerated.

ELECTRONIC TRANSFER AND TABLE GENERATION

1. All data to be included in the Reports and Court Rules volume under this contract shall be transmitted electronically from the Office of the Reporter of Decisions, hereafter referred to as the Reporter, except such items that are to be provided by the Publisher and items incapable of being transmitted to the Publisher by such a process. The latter exception encompasses, but is not limited to, items such as photographs, maps, graphs, etc. If direct telecommunication becomes impossible because of, e.g., telephone line or equipment failure, alternative methods of data transfer, such as the mailing of electronic media, may be undertaken as a temporary measure at the discretion of the Reporter.

2. In order to implement electronic transfer, the Reporter shall maintain such equipment and employ the necessary personnel. Such employees shall be responsible for the coding, keying, proofreading, and correction of such materials as specified below.

3. The same flow of information shall apply to both the Supreme Court and Court of Appeals. The Reporter shall prepare the initial word processor advance sheet files using Microsoft Word for Windows or such other software as may be mutually agreed upon by the Reporter and the Publisher. These word processor files shall be transmitted by e-mail or by file transfer protocol (FTP) server to the Publisher on a schedule determined by the Reporter; in no event will word processor files be provided to other parties or websites prior to transmission to the Publisher. When all the files needed to produce an advance sheet are ready for publication, automatically generated tables and other front and back pages will be prepared, typeset, paginated, and reviewed by the Publisher's legal staff. The Publisher shall keep confidential any metadata contained within the electronic files provided to Publisher by the Reporter.

4. The Publisher shall maintain custom-designed Microsoft Word translation programs or other software programs mutually agreed upon by the Reporter and the Publisher, to translate word processor codes into the typesetting codes needed by the Publisher's typesetting system. The Publisher's translation program shall automatically translate all word processor formatting codes, such as bold, italics, small caps, footnotes, automatic numbering, auto-generated references, hard spaces, etc. The only codes that the Reporter's Office will need to insert are those indicating (1) block quotations; (2) the beginning of major sections, such as the headnotes, headnote catchlines, digest catchlines, and digest headnotes; (3) cross-references in text, (4) centered headings, and (5) items to be included in automatically generated tables as indicated below. The Publisher shall include research tables in both Supreme Court and Court of Appeals advance sheets and bound volumes as directed by the Reporter. The generation of these tables will be automated as far as is practicable. These tables shall be transmitted to the Reporter for review and

correction. A list of the research tables and the requirements for the insertion of formatting codes by the staff of the Reporter's Office is set forth in the appendix. The Publisher and the Reporter will explore options to reduce or eliminate the need for coding and adopt changes by mutual agreement.

ADVANCE SHEETS

5. The advance sheets of the *Michigan Reports* shall be published approximately 12 times a year. The advance sheets of the *Michigan Appeals Reports* shall be published approximately biweekly, 25 times a year. Pagination of the opinion text shall be the same as that of the bound volumes. The format and typography shall be consistent with the advance sheets of bound volume 501 of the *Michigan Reports* and bound volume 323 of the *Michigan Appeals Reports*, and each issue shall be printed on ground wood paper that is equal or higher in quality than that used in those volumes. The advance sheets shall be published on 35# Manistique text stock with the following specifications: PPI-690, Brightness-65, Opacity-91. The cover stocks for the advance sheets shall be: *Michigan Reports*- Springhill Blue cover, *Michigan Appeals Reports*- Springhill Canary cover.

6. The Reporter shall provide by electronic transfer, the opinions, orders, syllabuses, headnotes, and such other materials that are to be included in a particular advance sheet.

7. A particular advance sheet shall contain opinions with syllabuses (appropriately headnoted) and orders, as designated by the Reporter and released to the Publisher. The Reporter will electronically transfer the opinions, orders, and other materials of a particular advance sheet to West. Appropriate research tables, including those currently included in the advance sheets, thereafter shall be generated by the Publisher and copies of the advance sheets shall be returned to the Reporter for approval. The Publisher shall ship each issue of the advance sheets within 5 working days after the Reporter's release date.

BOUND VOLUMES OF OFFICIAL REPORTS

8. Each volume of the Reports shall contain at least 700 pages of text, including syllabi and headnotes, and preliminary and supplementary pages as required. Whenever there are sufficient pages in the advance sheets for such a volume, the Reporter shall direct the Publisher to close out that volume and shall identify the pages of opinions to be included therein.

9. The bound volumes of the Reports shall be printed on paper that meets the minimum requirements of the American National Standard for Information Services - Permanence of Paper for Printed Library Materials, ANSI Z39.48-1984, or its equivalent, and shall be bound consistent in size and quality with bound volume 501 of the *Michigan Reports* and bound volume 323 of the *Michigan Appeals Reports*. The bound volumes shall be printed on 45# Offset text stock, with the following specifications: PPI-590, Brightness- 92, Opacity-89. The cover stocks for the bound volumes shall be: *Michigan Reports* Tan Buckram, *Michigan Appeals Reports*- Roxite Maroon. The bindings of the bound volumes will be burst bound.

10. The opinions, syllabuses, headnotes, orders, and other material included in the bound volumes of the Reports shall be identical to those published in the advance sheets, except for changes or corrections made by the Reporter and the addition of photographs of the judges and justices, biographies, materials related to special sessions, lists of judges, and similar material provided by the Reporter. The research tables, indices, and other items shall be automatically generated by the Publisher.

11. Minor corrections of the bound volumes will be communicated to the Publisher by telephone, facsimile, or electronic transmission. Major corrections requiring resubmission of the word processor case files will be made by the Reporter and transmitted to the Publisher. When all the cases to be included in a

given bound volume are ready for publication, the Publisher will typeset, paginate, and transmit bound volume proofs within 5 working days of the receipt of all changes to the Reporter for approval. Such approval will be given at the discretion of the Reporter.

12. After the initial approval of the bound volume cases, the Publisher will produce the tables and other front and back pages. After review by the Publisher's legal editors, such materials will be transmitted to the Reporter for final approval.

13. No changes or corrections may be made after the Reporter has approved the revised pages to be included in a particular volume and has directed the Publisher to close out that volume.

14. Each volume of the Reports shall be shipped within 28 working days after the Publisher has received the Reporter's approval of revised pages as described in paragraph 12.

DELIVERY OF ADVANCE SHEETS TO THE STATE

15. The Publisher, at no charge to the Court, will deliver the first 250 copies of the Reports advance sheets to the persons whose names are supplied by the Reporter or such names as the Reporter shall hereafter designate, and such reasonable additional quantities as the Reporter shall designate, for use by the justices of the Supreme Court, the judges of the Court of Appeals, and the State Librarian at no charge to the Court.

DELIVERY OF BOUND VOLUMES TO THE STATE

16. The Publisher will provide the Court with up to 250 copies of each volume of the *Michigan Reports* and the *Michigan Appeals Reports*, at no charge to the Court, to be distributed by the Publisher as designated by the Reporter.

INVENTORY

17. In addition to the number of volumes necessary to supply existing subscribers and the Court in the quantities specified in paragraph 16, the Publisher agrees to print and bind an estimated supply to meet demands for a period of 3 years.

PUBLIC SALE OF PRINTED ADVANCE SHEETS AND BOUND VOLUMES

18. The Publisher agrees to use its best efforts to promote the sale of the printed advance sheets and bound volumes published under this contract.

19. West will maintain an adequate inventory of the bound volumes and advance sheets to meet reasonably anticipated demands for these products for a three-year period and a three month period, respectively, following their publication.

20. The prices of the bound volumes and advance sheets to be sold to the public shall be:

(A) Current bound volumes on subscription: \$41.69 each

(B) *Michigan Reports* advance sheets: \$169.55 a year

(C) *Michigan Appeals Reports* advance sheets: \$238.95 a year

(D) Back issues of bound volumes:

1-10 volumes	\$23.91 each
11-50 volumes	\$22.72 each
51-150 volumes	\$21.85 each
151-300 volumes	\$20.95 each
301 volumes or more	\$20.52 each

(E) Individual copies of advance sheets: \$6.52 each

Beginning in Year 2 of the contract, West proposes a modest annual price increase at the lesser of 3% or the PPI – for technical, scientific and professional book publishing (index published by the Dept. of Labor, Series ID PCU 511130 5111303).

TERM

21. This agreement is for 5 years and will begin on July 1, 2020, with the option to extend the agreement for up to two additional one-year periods upon mutual written agreement of the parties.

COURT RULES

22. West will offer the Michigan Rules of Court – State to the public at \$169.00 for current subscribers and \$219.00 for new purchases, subject to standard commercial adjustments.

23. The Publisher, at no charge to the Court, shall deliver up to 350 copies of the West's Michigan Rules of Court - State and up to 350 subscriptions to all updates to the Court Rules to those persons whose names are supplied by the Reporter.

WESTLAW ACCESS

24. The Publisher will provide the Reporter of Decisions and the Reporter's staff with 5 complimentary passwords to Westlaw legal databases of the Michigan Reports content for the term of this contract, if desired.

FREE ONLINE ACCESS TO OPINIONS

25. The Publisher will continue to provide a link from the Michigan Supreme Court's website to the electronic version of the *Michigan Reports* from 1942 to 2000 and the *Michigan Appeals Reports* from 1977 to 2000 (not including syllabi and headnotes written by the Reporter's Office) it currently maintains. The purpose of this link is to provide free public access to historical Michigan Reports data. The free online service will include the following notice on copyright and reuse of the data:

© State of Michigan. Any use or reuse of this data for commercial purposes is strictly prohibited.

NONRENEWAL OF CONTRACT

26. If this contract is not renewed, upon notice of nonrenewal and direction by the Reporter, the Publisher, at no charge to the Court, shall deliver to the Court: (1) all magnetic tapes, offset negatives, and other materials employed in the manufacture of the Reports and Court Rules in good order for printing or manufacturing; (2) a copy of any computer tapes not yet delivered under paragraph 28; and (3) a list of subscribers to the Reports.

COPYRIGHT

27. The Publisher shall be responsible for registering the copyright in the advance sheets, permanent bound volumes, and online service in the name of Michigan Supreme Court.

OWNERSHIP OF SOURCES OF PRINTED MATERIALS AND CD-ROM

28. The magnetic tape, film, and other materials employed in the manufacture of the Reports used in offset plate preparation shall be the property of the Court, but shall remain in the possession of the Publisher for the term of this contract and any renewal thereof. The Court will be entitled, upon request and at no charge, to a copy of the computer tapes employed by the Publisher in its computerized typesetting process.

CITATION OF OFFICIAL REPORTS

29. The Supreme Court will continue to support and require the citation of the Reports. West understands that the Supreme Court reserves the right to adopt a public citation during the term of this contract. Notwithstanding the above, West requires a minimum of 90 days notice before the adoption of a public citation.

CIVIL RIGHTS

30. Pursuant to the requirements of section 209 of 1976 PA 453, the Michigan Civil Rights Act, MCL 37.2209, and section 209 of 1976 PA 220, the Persons with Disabilities Civil Rights Act, MCL 37.1209, the Publisher, for itself and any subcontractor, will agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or disability unrelated to ability to perform the duties of the particular job or position. Any breach of such agreement may be regarded as a material breach of the contract.

SURETY BOND

31. At the time the Publisher enters into a contract with the Michigan Supreme Court, the Publisher will file with the Court a \$100,000 bond issued by a surety authorized to do business in Michigan and ensuring the Publisher's performance under the contract.

GOVERNING LAW

32. All questions concerning the validity, interpretation, performance, or breach of the contract will be decided in accordance with the laws of Michigan.

West Publishing Corporation (Publisher)

By: 

Name: Alex Medrano

Title: Associate General Counsel

Date: 3/3/2020

The Supreme Court of the State of Michigan

By: 

Kathryn Loomis

Title: Reporter of Decisions

Date: 3/3/2020

APPENDIX
RESEARCH TABLES

Table of Cases Reported

No additional coding will be required in the text of opinions reported. The large and small type attributes of case names will automatically be determined from the source of the case name, i.e., large type when from opinions reported and small type when from the Orders in Cases and the Special Orders sections.

Table of Special Orders

Beginning and ending codes indicating MCR rule numbers will be inserted by the Reporter's Office staff. An additional code will be used to indicate the type of order (proposed amendment, proposed rule, proposed code of judicial conduct, etc.).

Table of Administrative Orders and Court Rules Adopted.

Coding for this table will be similar to the coding for the Table of Special Orders.

Index Digest

This digest can be automatically created from the digest catchline and the digest headnote coding. "See _____" references can be automatically created from multiple entries in the digest catchlines, as long as the paragraphs in the digest headnote following the digest catchline are used verbatim in the digest.