

CONTRACT

FOR EDITING, PRINTING AND BINDING
VOLUMES 165, 166, 167, 168, 169 and 170
OF
THE NEW HAMPSHIRE REPORTS
(SUPREME COURT OF NEW HAMPSHIRE)

AGREEMENT, made this 5th day of September, 2013, between the Supreme Court of the State of New Hampshire acting by and through the State Reporter (hereinafter called the Reporter), under the authority granted pursuant to RSA Chapter 505, and RSA 21-I:18, I(c) and Matthew Bender & Company, Inc., a member of the LexisNexis Group, a corporation organized under the laws of the State of New York (hereinafter called the Company).

WITNESSETH:

The parties hereto, in consideration of the mutual promises hereinafter set forth, agree as follows:

1. The Company shall edit, print and deliver 175 copies each of an Advance Sheet Service of the New Hampshire Supreme Court Reports, Volumes 165 through 170, to be printed in 32-page signatures, drilled to specifications to be provided by the Reporter, to be furnished periodically in not more than six (6) units per volume as specified by the Reporter. Each unit will be accompanied by a cumulative table of cases reported, cumulative topical index for the cases reported, a table of Atlantic Reporter Citations, a page of statistics, and a list of 3JX cases decided by unpublished opinion.

Distribution of each unit of the advance sheets shall be as set forth in paragraph 10.

The Company shall edit, print, bind, and deliver to the Reporter and her designees 275 bound copies of each of the New Hampshire Supreme Court Reports, Volumes 165 through 170.

Each volume shall contain between 750 and 800 pages of text of opinions with related headnotes, comprising a volume of approximately 900 total pages, and each shall be delivered within ninety (90) days after publication of the last unit of advance sheets for that volume.

The printing of the text of the bound volume shall coincide with the printing of the advance sheets. The 275 bound volumes shall be bound in buckram of the quality specified in paragraph 2 of this agreement.

The furnishing of, and payment for, the material, services and labor for binding Volumes 165 through 170 of the New Hampshire Reports shall not be an obligation of the Court.

2. The printing of the advance sheets and the bound volumes shall be in the same style, format and quality as Volume 130 of the New Hampshire Reports.

3. Each bound volume shall contain the following, in the order listed:

- (1) Title pages;
- (2) Copyright page (in name of State of New Hampshire);
- (3) Table of Contents page;
- (4) Supreme Court page listing by name the Chief Justice, Associate Justices and Attorney General; and listing any changes in the membership of the Supreme Court;
- (5) Superior Court page listing by name Chief Justice and Associate Justices; and listing any changes in the membership of the Superior Court;
- (6) Table of Cases Reported pages, alphabetically arranged;
- (7) Table of Atlantic Reporter Citations;
- (8) Statistics page;
- (9) 3JX Cases Decided by Unpublished Opinion during the term of the volume, chronologically arranged;
- (10) Cases Determined in the Supreme Court of New Hampshire pages (text of opinions filed), followed (if the Court shall so elect) by a section containing Cases Disposed of Without Formal Opinion;
- (11) Tables pages, listing the various tables of citation to U.S. and N.H. Constitutions, Revised Statutes Annotated and former N.H. compilations, N.H. Session Laws, U.S. Statutes, N.H. city and town ordinances, Rules of Court, Federal Administrative Rules and Regulations, State Rules and Regulations, Uniform and Model Codes, Restatements of the Law, New Hampshire Bar Journal, General Court Journal and other references;
- (12) Digest break page, preceding the alphabetical list of main topics to be found in the volume;
- (13) Topics Covered in This Digest page, which shall consist of an alphabetical listing of all the main topics assigned to the headnotes of the opinions published in the volume;
- (14) Index of Digest Topics, which shall consist of the cumulative topical index included in the last unit of the Advance Sheets;
- (15) Digest pages, which shall consist of the headnotes arranged in alphabetical order of main topics and within each main topic arranged by subtopics also alphabetically. Each headnote shall be referenced to the name of the case from which it was abstracted and to the page number on which the case begins.

In addition, special material, such as Biographical Memorials of the Supreme Court, proceedings of special observances and photographs, may be included as requested by the Chief Justice of the Supreme Court.

4. Subject to review and approval by the Reporter, the Company shall prepare and edit the headnotes and assign topic headings to said headnotes, which shall be numbered and correspond to the appropriate paragraph in the opinion text.

Each headnote should be a concise statement of each point of law within the opinion, reflecting either the abstract legal point ("black letter law") or the concrete legal point (the law as applied to the facts). For the purpose of this paragraph, headnotes will be similar in length and general style to the headnotes in Volume 130 of the New Hampshire Reports.

5. The Company shall furnish the paper for the advance sheets and bound volumes, which shall be of similar color and weight and at least equal quality to that used in Volume 130 of the New Hampshire Reports. The weight of the paper shall be at least 50 lb.
6. The printing on the spine of each bound volume shall be substantially the same as that found on Volume 130 of the New Hampshire Reports. The printing shall conform to copy to be approved by the Reporter.
7. Advance sheets and bound volumes shall be delivered F.O.B. to the Reporter and her designees at addresses supplied by the Reporter, with the balance of the advance sheets and bound volumes to be shipped directly to the Reporter at the Supreme Court Building.
8. Each bound volume shall be shrink-wrapped individually by the Company.
9. The Reporter shall furnish to the Company two (2) clear and legible copies of each opinion to be published and shall furnish information needed for editing, such as case numbers, filing date of opinions, names of justices who did not sit on appeal, name and place of practice of attorneys of record, and abbreviated titles of opinions for running heads.
10. The Company shall furnish the Reporter with two sets of proofs and shall not print until the proofs have been approved by the Reporter.

Each unit, except the last, of Volumes 165 through 170 shall include approximately 200 pages, as determined by the Reporter, and the proofs for each unit shall be furnished to the Reporter no later than 30 working days following the Company's receipt from the Reporter of the last proof opinions to be included in that unit.

Following receipt by the Company from the Reporter of the last corrected proof for a unit, the Company shall, within 15 working days of such receipt, make distribution of that unit. The Company's performance within these time periods may be waived in advance in writing by the Reporter. For purposes of paragraphs 4 and 10, the Company shall be deemed to have received the opinions, the approved headnotes or corrected proofs on the fourth calendar day after the date on the Reporter's letter transmitting such opinions, headnotes or proofs.

11. The Company shall have the exclusive sales rights of Volumes 165 through 170 of the New Hampshire Reports in and out of the state except as limited by the exchange of rights of the New Hampshire State Library to secure copies of other publications and official reports and as limited by official distribution to the Reporter and her designees pursuant to paragraph 7 of this agreement. It is understood that the exclusive sales rights given to the Company hereunder are intended to be perpetual, as in all prior contracts with the Company to publish the New Hampshire Reports, and to permit the Company alone to sell Volumes 165 through 170 in the form specified herein, print and electronic, and that, consistent with such grant of rights, no other entity will be given rights to reproduce and sell these volumes in any other form. The Company's future right to sell volumes of the New Hampshire Reports in print or electronic form is subject to the provisions of paragraph 18. The Company acknowledges, however, that

the opinions themselves, without the Company's editing, headnoting and digesting, are in the public domain, and the Reporter cannot control their publication in other forms.

12. The Company shall have the right to use in any publication, printed or electronic, any material printed in New Hampshire Reports.

13. In addition to the 275 bound copies each of Volumes 165 through 170 of the New Hampshire Reports to be provided to the Reporter, the Company shall sell the buckram bound copies to the public for a price not exceeding \$63.00 per copy for Volumes 165 and 166, \$67.50 per copy for Volumes 167 and 168, and \$72.25 per copy for Volumes 169 and 170. The Company shall sell the buckram bound copies to the public at the price stated above for a period of two years from the publication date of each volume after which time the Company may sell copies to the public for a price adjusted for inflation and the Company's increased costs.

14. Copyright shall be secured by the Company in the name of the State of New Hampshire.

15. Subject to the provisions of paragraph 18, the Supreme Court shall pay the Company for satisfactory performance of this agreement a total of ninety-nine thousand nine hundred sixty-two dollars and fifty cents (\$99,962.50).

The Court shall pay fifteen thousand four hundred dollars (\$15,400.00) per volume for Volumes 165 and 166; sixteen thousand seven hundred six dollars and twenty-five cents (\$16,706.25) per volume for Volumes 167 and 168; and seventeen thousand eight hundred seventy-five dollars (\$17,875.00) per volume for Volumes 169 and 170. All payable at the rate of \$4,000.00 per unit of advance sheets with the balance payable upon delivery of the bound volumes as provided in paragraph 2.

16. The parties to this agreement understand that the agreement authorizes the editing, printing and binding of Volumes 165 through 170 of the New Hampshire Reports only to the extent that funds are appropriated by the Legislature for the New Hampshire Reports and are available for the work performed by the Company pursuant to this agreement and after the operating expenses of the Supreme Court have been provided for by budget transfer. And it is further understood that there is no obligation on the part of the Supreme Court to pay for any work that the Company might perform for which funds are not appropriated during this or any biennium covered by this agreement or, if appropriated, are insufficient either by reason of an insufficient appropriation or by reason of budget transfer. The parties agree, however, that should no funds be appropriated for the New Hampshire Reports, the Company will be permitted to increase the price established in paragraph 13 to a level high enough to recover the difference.

17. The Company shall have the right to subcontract printing, binding and delivery of volumes while retaining full liability for the contract's performance.

18. The Supreme Court shall have the right to cancel this contract as of a date to be specified in a written notice of cancellation, signed by the Reporter, setting forth the reason therefor, if during the life of this contract:

- a. The Company's performance or its product under this contract does not meet with the reasonable satisfaction of the Supreme Court;
- b. A petition in bankruptcy is filed by or against the Company;

c. A petition for an arrangement for the benefit of creditors is filed by the Company or an assignment for the benefit of creditors is negotiated;

d. The dissolution or liquidation of the Company is initiated for any cause.

19. This contract shall be governed by the laws of the State of New Hampshire.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above by and through their duly authorized officers.

SUPREME COURT OF THE
STATE OF NEW HAMPSHIRE

MATTHEW BENDER & COMPANY, INC.

By Loretta S. Platt
Loretta S. Platt
Reporter of Decisions

By Andrew Duff