

LAW 7822-01: ADVANCED SEMINAR ON COPYRIGHT LAW

NEGOTIATION EXERCISE

Prof. Bell
Spring 2005

1. Assignment & Deadlines

As described in the facts set forth below, two parties want to engage in a transaction concerning copyright. Your team represents one of those parties. Write a draft agreement of at least four pages setting forth the terms you think it would most benefit your client to demand from the other party. Those proposed terms need not represent the terms that your client's ultimately expects, of course; you might aim high to hit low. Think carefully about how the terms that you take into negotiations will affect the final agreement and, thus, your client's ultimate interests.

Give the opposing team your proposed agreement before or at the beginning of class on Friday, March 4. Although this draft may lack polish, it should convey the substance of your proposed terms. I reserve the right to subtract points from your team's grade for the exercise if you fail to give the opposing team an adequate or timely proposal.

Give me a polished proposed contract before or at the beginning of class on Wednesday, March 16. You will in that class negotiate with the other party to reach a final agreement. You must reach a final agreement in order to receive credit for writing one, so keep in mind that being overly greedy or stubborn will gain you nothing. Write a final agreement embodying the results of your negotiations and a client memo explaining them, each of at least four pages. Turn both in before or at the beginning of class on Wednesday, March 23

Please note that you should not reveal client-specific facts to anyone besides your team. You should, in other words, regard the facts as confidential and protected by the attorney-client privilege. Failure to follow this rule will result your receiving zero credit for the exercise.

Do not engage in any negotiations with the opposing team outside of our class on Wednesday, March 16, as to do so would risk giving you and the opposing team an unfair advantage. Failure to follow this rule will result in both you and the opposing team receiving zero credit for the exercise.

Since you will have the opportunity to work with other students in writing your final agreement, I will not review drafts for this exercise. You should thus be able to hand in your work anonymously--or, rather, pseudonymously. You will receive a name

designating your team. Attach it both to the draft and final agreements that you hand in. Please try to avoid accidentally revealing your identity to me.

This project will count for 25% of the grade that you receive for the written work you prepare for this course. After I've assigned grades, Gloria Davis will record your grade and, supposing you intend for your work in this class to count towards your substantial writing requirement, the number of pages of writing you've done. You will share the credit for those pages with your teammates on a *pro rata* basis.

2. Common Background Facts

John Hackney, an L.A.-based painter, has in the last couple of years won a reputation as an up-and-coming artist. He frequents Hollywood hot spots and has painted highly imaginative portraits of several stars. Hackney represents one party to the current negotiations.

Bzerk, a contemporary pop music singer, has already won fame and fortune for her chart-topping singles. Now, though, she craves respect from the cultural elite. Bzerk has thus convinced her recording studio, Music Publishing Group, Inc. (MPG), to base her next video on a serious literary work: "The Portrait of Dorian Grey," by Oscar Wilde. Toward that end, MPG has approached Hackney with a proposal that he create a series of portraits of Bzerk revealing (per Wilde's work) how her soul decays even as her flesh remains young. MPG, which owns all copyrights to Bzerk's work and has ultimate authority over her video's content, represents the other party to the current negotiations.

3. Client-Specific Background Facts

Please see the memorandum sent to you separately.