



International Legal Association
Excellence through Collaboration

January, 2007

TERMS AND CONDITIONS FOR NETWORK PROGRAMS

§ I. Transcription Services

The ILA secretariat will transcribe only audio tapes and digital sound files the contents of which are intended for distribution within any ILA Main Network, ILA Support Network, and/or any ILA Client Network, including advertisements, articles, memos, newsletters, and similar materials.

Transcription of a limited number of pages is included with the Network Membership. Any additional pages will be transcribed at the rate applicable to value-added services. Additional pages, i.e. pages in excess of the number of pages included with the Network Membership, are billed at the 1st of the month and payable on the 8th of the month. A retainer may be required to ensure timely payment of additional pages. All payments are non-refundable. Unused pages cannot be transferred to a subsequent year.

The limited number of pages included with the Network Membership and the rates for additional pages stated as value-added services in the rate chart apply to speech files submitted to ILA via email or ftp (in wav., .dss, mp3, or .wma format). Rates for transcription of analog audio tapes are available upon request.

Transcripts are delivered to customer in Rich Text Format (.rtf) via email within 72 hours from the time the digital speech files or the analog audio tapes were received.

While ILA will make every reasonable effort, including proofreading, to ensure a high quality product, we cannot guarantee 100 percent accuracy. While accuracy typically is 95 percent or higher, the actual result varies depending on the quality of the source files. For best results, customers are advised to speak slowly and clearly, dictate punctuation marks (like “comma,” “period” and “new paragraph,”) spelling names and other words involving atypical spelling. Using a noise canceling microphone or headset may considerably improve sound quality.

ILA shall keep confidential the contents of any materials received from customer. Digital audio files will be stored securely for up to 7 days for backup purposes, then destroyed. Analog audio tapes will be stored securely for 7 days for backup purposes, then erased and returned to customer.

Disclaimer: ILA’s liability towards a Network Member shall be limited to a refund, full or partial, of any fees paid by a Network Member. Under no circumstances shall ILA be liable towards a Network Member or third parties for incidental loss or damages.



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§ II. Translation services

The ILA secretariat will translate only materials intended for distribution within any ILA Main Network, ILA Support Network, and/or ILA Client Network, including advertisements, articles, memos, newsletters, and similar materials.

Translation of a limited number of pages is included with the Network Membership. Any additional pages will be translated at the rate applicable to value-added services. Additional pages, i.e. pages in excess of the number of pages included with the Network Membership, are billed at the 1st of the month and payable on the 8th of the month. A retainer may be required to ensure timely payment of additional pages. All payments are non-refundable. Unused pages cannot be transferred to a subsequent year.

The limited number of pages included with the Network Membership and the rates for additional pages stated as value-added services in the rate chart apply to translation from Danish, French, Spanish, German, and Japanese to English. Rates for translation of other language combinations are available upon request.

Translations are delivered to customer in Rich Text Format (.rtf) via email within 14 days from the time the source materials were received.

ILA shall keep confidential the contents of any materials received from customer. Source materials and translations will be stored securely for up to 7 days for backup purposes, then destroyed.

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§ III. Editing and Proofreading

The ILA secretariat will edit or proofread only materials intended for distribution within any ILA Main Network, ILA Support Network, and/or ILA Client Network, including advertisements, articles, memos, newsletters, and similar materials.

Editing or proofreading of a limited number of pages is included with the Network Membership. Any additional pages will be edited or proofread at the rate applicable to value-added services. Additional pages, i.e. pages in excess of the number of pages included with the Network Membership, are billed at the 1st of the month and payable on the 8th of the month. A retainer may be required to ensure timely payment of additional pages. All payments are non-refundable. Unused pages cannot be transferred to a subsequent year.

The limited number of pages included with the Network Membership and the rates for additional pages stated as value-added services in the rate chart apply to editing or

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proofreading of materials written in English. Rates for editing or proofreading of materials written in other languages are available upon request.

Materials that have been edited and/or proofread will be returned to customer in Rich Text Format (.rtf) via email within 14 days from the time the source materials were received.

ILA shall keep confidential the contents of any materials received from customer. Source materials and the finished product will be stored securely for up to 7 days for backup purposes, then destroyed.

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§ IV. ILA Seminars and Conferences

ILA Seminars are defined as workshops, panel discussions, lectures, and similar professional events, with a duration of 4 hours or less, of which ILA is the sole host. ILA seminars are included with the Network Membership.

ILA Conferences are defined as any professional events, other than ILA Seminars, in which ILA has an active interest as a participant, co-host, sponsor, or the like. Subject to availability, Network Members will be eligible to attend such events on favorable terms to be announced prior to each event.

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§ V. Legal Opinions etc.

ILA publishes and/or distributes various legal opinions, advisories, and the like for distribution to Network Members. Such publications are included with the Network Membership.

Copyright: All publications published and/or distributed by ILA are copyrighted materials protected by international treaties and applicable national laws. Such publications are distributed among Network Members solely for their private use and may not be copied or distributed without prior written authorization.

Disclaimer: Legal opinions, advisories, and the like published and/or distributed by ILA are for educational and general information purposes only. Such materials do not

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constitute legal or professional advice. While ILA will make every reasonable effort to ensure a high quality product, we cannot be liable towards a Network Member or third parties for any errors, inaccuracies, or omissions in materials published and/or distributed by ILA. Network Members are advised to seek qualified legal counsel, as may be appropriate.

§ VI. Research Coordination

ILA will endeavor to assist Network Members with assessment, development, and funding of law-related research project proposals.

A limited number of hours of such assistance is included with the Network Membership. Any additional hours will be billed at the rate applicable to value-added services. Additional hours, i.e. hours in excess of the number of hours included with the Network Membership, are billed at the 1st of the month and payable on the 8th of the month. A retainer may be required to ensure timely payment of additional hours. All payments are non-refundable. Unused hours cannot be transferred to a subsequent year.

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§ VII. Publishing Support

ILA will endeavor to assist Network Members with getting their law-related literary works published via a subsidy publisher, a commercial publisher, an academic journal, or other media outlet as may be appropriate under the circumstances.

A limited number of hours of such assistance is included with the Network Membership. Any additional hours will be billed at the rate applicable to value-added services. Additional hours, i.e. hours in excess of the number of hours included with the Network Membership, are billed at the 1st of the month and payable on the 8th of the month. A retainer may be required to ensure timely payment of additional hours. All payments are non-refundable. Unused hours cannot be transferred to a subsequent year.

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§ VIII. Networking, referrals

ILA owns, maintains, and administrates centralized networks comprising legal and law-related professionals and organizations (Main Network Members), product and services

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providers of interest to legal and law-related professionals and organizations (Support Network Members), academics and academic institutions, government institutions, associations, corporations and firms, information providers, and others (Client Network Members).

Participation on these networks is free for members of ILA. Participation on these networks for non-members of ILA is subject to payment of fees as specified in the Sections and Fees chart. Furthermore, such participation is subject to the Terms and Conditions for Network Membership. Referrals via the network administrator are included with the Network Membership, whereas other services may be considered premium services as specified in the Programs and Benefits Chart.

Privacy Policy: ILA respects the privacy of its Network Members. ILA will not publish or disclose the identity of any Network Member without prior, written authorization.

If ILA receives a request from a Main Network Member to establish contact to a colleague or organization in a different jurisdiction, ILA will omit any personally identifiable information prior to sharing such a request with other Network Members. If ILA receives offers from colleagues or organizations in response to such a request, ILA will omit any personally identifiable information prior to sharing such offers with the MNM who requested the referral. Only when a suitable match has been made, and both parties have granted written authorization, will ILA disclose the parties' identity. Similar procedures shall be followed with respect to requested referrals initiated by a Support Network Member or a Client Member seeking legal representation, as well as with respect to requested referrals initiated by a Main Network Member seeking to establish contact with a prospective client.

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§ IX. Investigative Reports

Network Members are entitled to submit written inquiries about any areas of law to the Secretariat without charge. Upon having received an inquiry, the Secretariat will issue a Reception Notice to advise the requesting Network Member that the inquiry has been received.

If the Secretariat is unable to process an inquiry, it will notify the requesting Network Member in writing within 14 days of having received the inquiry. ILA reserves the right to decline to process an inquiry at its sole discretion, including but not limited to situations where:

- 1) The secretariat is unable to understand the request in its present form, in which event the Secretariat may ask the requesting member to clarify the inquiry or provide further details;

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- 2) The secretariat is, for any reason, unable to respond to the inquiry in a timely and responsible manner, in which event the Secretariat will provide a brief explanation.

If the Secretariat is able to reply to the inquiry, either wholly or in part, the Secretariat will issue an Investigative Report to the requesting Member within 30 days of having received the inquiry. This report may be superseded by additional Investigative Reports.

Disclaimer: Investigative Reports are for educational and general information purposes only. Such materials do not constitute legal or professional advice. While ILA will make every reasonable effort to ensure a high quality product, we cannot be liable towards a Network Member or third parties for any errors, inaccuracies, or omissions in such materials. Under no circumstances shall ILA be liable towards a Network Member or third parties for incidental loss or damages. Network Members are advised to seek qualified legal counsel, as may be appropriate. ■