

Examining Law Journal Publication Agreements for Copyright Transfers and
Self-Archiving Rights^{*}

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Abstract

This study examines 78 law journal publication agreements and finds that a minority of journals ask authors to transfer copyright. Most journals also permit author to self-archive articles with some conditions. The study recommends journals make their agreements publicly available and use licenses instead of copyright transfers.

Introduction

Authors, law journal editors, and librarians must always consider copyright law when dealing with scholarly articles. Generally, copyright issues relating to an article are handled through a publication agreement between the law journal and author. Since journal editors develop agreements, authors negotiate modifications, and law librarians advise and educate about copyright, all three parties have an interest in the terms under which articles are published.

This study examines a sample of U.S. law journals' publication agreements and develops some empirical sense of what copyright practices are most prevalent in law journals. From this information, editors can make more informed decisions about modifying their agreements, authors can more carefully weigh publication terms when choosing publication venues, and librarians can assist the other two parties in establishing a healthy balance between journal and author rights. The distribution of copyright privileges can also be analyzed the extent to which publication agreements permit, or even encourage, open access to legal scholarship. I will then make some recommendations for making publication agreements friendlier to open access.

Why Publication Agreements Matter

Publication agreements between journals and authors generally govern each party's ability to use articles in the future, so they are an extremely important factor in the movement to make legal scholarship open access, that is, for scholarly articles to be available to the general public online, without charge, and with minimal legal restrictions.¹ Open access can be achieved either through journals that, as a matter of policy, make their contents freely available online, or the through authors archiving their own works in institutional, disciplinary, or personal digital repositories.² Since publication agreements bind both the journal and author's use of an article, agreements can either facilitate or hinder open access.

Open access emerged from the confluence of two trends in scholarly publishing: increasing prices for journal subscriptions and growing prevalence of digital dissemination of scholarship.³ Generally speaking, subscriptions for law journals have never been as high as most other academic periodicals,⁴ but the rise

1 Stephanie L. Plotin, *Legal Scholarship, Electronic Publishing, and Open Access: Transformation or Steadfast Stagnation?*, 101 LAW LIBR J 31, 40, 2009 LAW LIBR J 2, ¶ 28.

2 Richard A. Danner, *Applying the Access Principle in Law: The Responsibilities of the Legal Scholar*, 35 INT'L J LEGAL INFO 355, 379-80 (2007).

3 Michael W. Carroll, *The Movement for Open Access Law*, 10 LEWIS & CLARK L REV 741, 748 (2006).

4 Plotin, *supra* note 1, at 34, ¶ 8.

of online vendors like Westlaw, LexisNexis and HeinOnline has made most legal scholarship available in subscription databases to which the general public does not have access. Law students and professors expect articles to be accessible online, and the general public can also benefit greatly from such access,⁵ but this public good is reduced when access to articles is subject to subscription fees. Assuming that open access to most law journal articles is desirable, do most publication agreements support or inhibit this goal?⁶

A concrete example of publication agreements constraining open access was Dan Hunter's experience with the *California Law Review*. In 2003, the journal, to which Hunter had signed publication agreements that transferred copyright in his articles, had ordered draft articles removed from the Social Science Research Network (SSRN), a major archive of draft law articles.⁷ Due to his publication agreements with the journal, he had lost control of his academic work, and the journal, protecting its royalties from subscription databases (a major source of funding), had worked against open access to scholarship. After Hunter's protests, the *California Law Review* changed its copyright policies, but the episode illustrates the power distributed by publication agreements.

5 Carroll, *supra* note 3, at 742-43 (presenting hypothetical scenario in which free access to legal scholarship is valuable to non-lawyer).

6 See Plotin, *supra* note 1, 40-45, ¶¶28-41 for a thorough discussion of the many factors advancing and resisting open access.

7 Dan Hunter, *Walled Gardens*, 62 WASH & LEE L REV 607, 608 (2005).

Just as agreements can give journals or authors control over what drafts of articles are made available and how costly access will be, copyright forms determine who can have articles translated for readers in other countries, reprinted in anthologies or course packets, or migrated into new formats to help maintain long-term digital preservation. In sum, through copyright agreements, journals and authors structure the relationships between themselves, librarians, vendors, and readers for the foreseeable future.

Trends Towards Author Rights and Open Access

In the past, like many academic journals, law journals often required authors to transfer all their copyrights, giving the journals exclusive control over articles. Lawrence Solum noted that this exclusive control was an obstacle to open access, either because the publishers wished to preserve a revenue stream or because the transaction costs of obtaining permissions discouraged potential users.⁸ Recognizing that complete copyright transfers granted journals more power than was necessary to efficiently publish their content, an American Association of Law Schools committee produced a model publication agreement.⁹

8 Lawrence B. Solum, *Download It While It's Hot: Open Access and Legal Scholarship*, 10 LEWIS & CLARK L REV 841, 848 (2006).

9 American Association of Law Schools, Memorandum 98-24, May 18, 1998, <http://www.aals.org/deansmemos/98-24.html> (last visited August 24, 2009).

The chair of the committee, Marci Hamilton, explained the process behind the model agreement by listing four premises underlying the agreement's provisions: articles should never be works-for-hire, depriving scholars of any copyright interest; authors should not publish the same work in competing venues within one or two years after first publication; provision should be made for disseminating articles to other audiences and in other forms; and student-edited law journals' educational mission means articles should be available for non-commercial use.¹⁰

The AALS agreement gives an exclusive license to the journal for one year, after which the license is non-exclusive for both the journal and author. Although drafted when the open access movement was just beginning to influence the dissemination of legal research, the agreement was prescient in providing that authors may self-archive online (although it is unclear if third-party sites are under the author's "effective control" as required by the agreement), provided the original publication is acknowledged. The agreement is also permissive of educational, non-commercial reproduction of articles, making it much easier for teachers to legally distribute material for class reading.

In 2005, the Open Access Law Program, a joint venture of Creative Commons and Science Commons, issued an Open Access Law Model Publication

¹⁰ *Id.*

Agreement.¹¹ While the AALS agreement emphasized permitting educational uses, the Open Access agreement focuses on self-archiving, explicitly stating that posting drafts online does not constitute prior publication and committing the journal to give the author a digital copy of the published article. Creative Commons licenses, which did not exist at the time the AALS agreement was drafted, are included as options for journals to allow and authors to select. The Open Access Law Project also developed four principles that journals can publicly adopt. The principles call for journals to require no more than a temporary exclusive license, permit authors to use Creative Commons licenses, give attribution of original publication (unless the first journal does not require it), provide digital copies of articles to authors for self-archiving, and post their publication agreements online.¹²

It is difficult to quantify the influence of these model agreements because many journals use the model agreements as templates and modify them to suit their particular needs. As I read publication agreements for this study, I noticed that many provisions bore a strong resemblance to their model counterparts, so it

11 Science Commons, Open Access Law: Publication Agreement, <http://sciencecommons.org/projects/publishing/oalaw/oalawpublication/> (last visited August 24, 2009).

12 Science Commons, Open Access Law: Principles, <http://sciencecommons.org/projects/publishing/oalaw/principles/> (last visited August 28, 2009).

is clear that these model agreements have had some effect on journals' copyright policies. The AALS agreement was developed before the Open Access agreement and had the backing of a major legal education organization, so it is not surprising that many more journal agreements had adopted or borrowed from the AALS model. Only three of the agreements examined in this study expressly provided for Creative Commons licenses. While non-exclusive licenses would not prevent an author from attaching a Creative Commons license, the lack of specific provision indicates that most journal editors have not yet considered these licenses common enough to warrant express mention in their publication agreements.

Authors also have the option of attempting to negotiate different copyright provisions before signing the publication agreement. The Scholarly Publishing and Academic Resources Coalition (SPARC) has developed a publication addendum that (with publisher assent) supersedes contrary copyright agreement provisions to ensure that authors can self-archive, make derivative works, and reproduce for non-commercial purposes as long as the original publication is credited.¹³ Some law journals have accepted the SPARC addendum,¹⁴ and several

13 Scholarly Publishing and Academic Resources Coalition, Addendum to Publication Agreement, http://www.arl.org/sparc/bm~doc/Access-Reuse_Addendum.pdf (last visited August 29, 2009).

14 Carol A. Parker, *Institutional Repositories and the Principle of Open Access: Changing the Way We Think About Legal Scholarship*, 37 NML REV 431, 471 (2007).

journal editors responding to my requests for publication agreements noted that they often negotiate with authors on copyright terms. Legal scholars and librarians have become more aware of the importance of retaining crucial copyright privileges over their articles, and tools have been created to help preserve authors' rights. But how many law journals have embraced the trend toward author rights and open access?

Several authors have examined the extent of law journals' shift from copyright transfers to non-exclusive rights. Richard Danner notes that the popularity of SSRN and Berkeley Electronic Press's repositories indicates that journals "are comfortable with a culture that both allows and encourages authors to assume some of the responsibility for disseminating their works." This observation comes with a caveat, though: "It is difficult to know how many journals actually allow broad self-posting in their author publication agreements."¹⁵ Carol Parker, in her article on self-archiving in open access institutional repositories, claims that as awareness of open access increases among authors and editors, "a growing number of law journal editors are reviewing journal publication agreements to ensure that they do not needlessly demand exclusive rights, even for a limited period of time."¹⁶

¹⁵ Danner, *supra* note 2, at 383.

¹⁶ Parker, *supra* note 14, at 471.

A study on law journals' copyright policies, published before Danner and Parker's writings, was not optimistic. In 2004, Hunter surveyed the 176 main law reviews of American Bar Association (ABA)-accredited law schools. From the 65 journals that disclosed their policies on self-archiving, Hunter found that thirty had no set policy or went on a case-by-case basis, twenty-six permitted self-archiving in some form, and nine prohibited self-archiving.¹⁷ Hunter suggested that journals, especially the top-ranked ones, feared that open access archiving would adversely affect their royalties from database providers. Even some of the journals that permitted self-archiving imposed conditions on the author's posting, such as requiring embargo periods, removal of drafts after publication, or not using the published, definitive version.¹⁸ On the whole, Hunter wrote, “the fact remains that that the majority of law reviews that responded to the survey do not allow open-access archiving, have yet to develop a policy on archiving, or claim to allow archiving but only in a way that effectively negates the public benefit of open-access archiving.”¹⁹

A more recent study gives some reason to be more optimistic about journals' policies. Plotin examined the copyright policies (often contained in

¹⁷ Hunter, *supra* note 7, at 629.

¹⁸ *Id.* at 630-31.

¹⁹ *Id.* at 631.

publication agreements) of the top twenty law journals in the ISI Journal Citation Reports. She found that “while traditional law reviews may contain copyright restrictions for future uses, many have become open-access journals” and that several journals only required nonexclusive licenses from authors, thereby permitting authors to self-archive their articles.²⁰ Perhaps the arguments for open access and authors' rights have more widely influenced law journals since Hunter's study.

Examination of Agreements

Methodology

While this study has some similarities with Hunter and Plotin's, each looked at different samples of journals. Hunter surveyed the main law journals of every ABA-accredited law school. Plotin looked at the copyright and open access policies of the twenty most-cited journals according to the ISI Journal Citation Reports.²¹ Following in the vein of Coleman's study of library and information

²⁰ Plotin, *supra* note 1 at 50, ¶50.

²¹ *Id.* at 45 n.115. Plotin's study included *Harvard Law Review*, *Columbia Law Review*, *UCLA Law Review*, *Texas Law Review*, *Yale Law Journal*, *University of Pennsylvania Law Review*, *California Law Review*, *Stanford Law Review*, *Cornell Law Review*, *Virginia Law Review*, *Georgetown Law Journal*, *Michigan Law Review*, *Journal of Legal Studies*, *Minnesota Law Review*, *Northwestern Law Review*, *Vanderbilt Law Review*, *New York University Law Review*, *University of Chicago Law Review*, *Harvard Environmental Law Review*, and *Law and Human*

journals,²² this study examines publication agreements from law journals. Using the Washington and Lee law journal rankings,²³ I made a list of the top 200 ranked U.S. law journals, regardless of whether the journals were general or specialized, student-edited or peer-reviewed. In August and November 2009, each journal's website was examined for a copy of its publication agreement. I did not exhaustively search each website, but checked the two sections most likely to contain an agreement: the "About Us" and "Submissions" sections. If an agreement was found, I downloaded it and did not contact the journal. If no agreement was found, I emailed the journal at the address listed on its website. (Percentages are only given to the first decimal place, so they may not add up to one hundred percent.) Forty-nine agreements were collected in August, and 29 were obtained in November.

Of the 200 journals, only fourteen (seven percent) had agreements available on their websites, 71 journals (35.5 percent) responded with their agreements, seven (3.5 percent) said their agreements were in the process of being

Behavior. My sample contains agreements from twelve of these journals. Only *Law and Human Behavior* was not in the set of journals I contacted.

22 Anita Coleman, *Self-Archiving and the Copyright Transfer Agreements of ISI-Ranked Library and Information Science Journals*, 58 J AM SOC'Y INFO SCI & TECH 286 (2007).

23 Washington and Lee University School of Law, Law Journals: Submissions and Rankings, <http://lawlib.wlu.edu/LJ/> (last visited November 11, 2009). The rankings are based on citation counts. The methodology is explained at Law Journals: Submissions and Rankings—Explanation, <http://lawlib.wlu.edu/LJ/method.asp> (last visited November 11, 2009).

revised, and four (two percent) declined to provide their agreements, stating that they were only given to authors. Two journals indicated that they did not ask authors to sign a publication agreement. I was able to obtain publication agreements from 78 (39 percent) of the top 200 U.S. law journals.

Of the 78 journals for which I obtained agreements, 66 (84.6 percent) were student-edited; the other twelve were peer-reviewed. Forty-two (53.8 percent) were general law journals while 36 were specialized. The higher-ranked journals were somewhat more represented. Twenty-two (28.2 percent) journals were in the top quarter (ranks 1-50) of the Washington and Lee rankings, 29 (37.1 percent) were ranked 51-100, 17 (21.7 percent) were ranked 101-150, and 10 (12.8 percent) were ranked 151-200.

I examined each publication agreement and noted whether it asked for a transfer of copyright, an exclusive license, or a non-exclusive license; the term of the exclusive license (all copyright transfers and non-exclusive licenses were for the duration of copyright); whether self-archiving by the author in SSRN, an institutional repository, or any other website was permitted, and whether self-archiving was limited by an embargo or conditioned on attributing first publication to the journal. Some editors indicated that other journals published by the same school or publisher used identical publication agreements. I chose to only report what I found in agreements I actually examined. A list of the journals

I contacted and what agreements are included in this study can be found in the Appendix.

Findings

The findings regarding what type of license the publication agreements request are presented in Table 1.

Table 1—License Categories, student-edited or peer-reviewed

Type of Journal	Copyright transfer	Exclusive License	Non-exclusive License	Self-archiving permitted	Attribution required
Student-edited	11	24	31	61	61
Peer-reviewed	6	2	4	12	10
Total	17	26	35	73	71

Copyright transfer was the least common practice. Only 17 journals (21.9 percent) asked authors for their copyright. Twenty-six journals (33.3 percent)

requested an exclusive license of some sort. Most of the exclusive licenses were temporary. Somewhat under half (35, or 44.8 percent) of the publication agreements asked for a non-exclusive license. One journal took the unusual approach of giving authors a choice between transferring copyright and merely granting a non-exclusive license. Since that agreement would allow an author to choose a non-exclusive license, I categorized it as a non-exclusive agreement. This sample of agreements suggests that non-exclusive licenses may now be much more prevalent than copyright transfers, and somewhat more common than exclusive (mostly temporary) licenses. Of course, this study had some limitations. The sample could be biased in that journals willing to publish online or disclose their publication agreements may tend to require non-exclusive licenses. The percentages of each type of license changed only slightly when the 29 agreements obtained in November were added to the 49 gathered in August, indicating that the sample is reasonably representative of the journals willing to disclose their agreements. While I strove to be thorough and consistent, only I coded the agreements, so human error in reading the agreements and recording the results could have affected the findings.

In other academic disciplines in which articles are peer-reviewed and published in journals managed by corporate publishing conglomerates and university presses, copyright transfers are more common. Twelve of the agreements I collected were from peer-reviewed journals. These twelve peer-

reviewed journals were published by eight different publishers: the University of California Press (one journal), the University of Chicago Press (three), Wiley-Blackwell (two), the American Bar Association (ABA) (two) and four law schools that each published one journal. The university presses and Wiley-Blackwell required copyright transfers, while the ABA and law schools did not. This would seem to support the notion that university and corporate presses generally tend to require copyright transfers, but with only three such publishers in the sample it would be hasty to draw such conclusion. Further comparison of the copyright practices of law school-published journals and university and corporate presses would be interesting.

The sample of agreements indicates that most journals permit self-archiving, regardless of peer-review, or even copyright license requested. Seventy-three (93.5 percent) of the copyright agreements specifically authorize self-archiving or provide for non-exclusive licenses and are silent about self-archiving. The five agreements that did not authorize self-archiving specifically reserved electronic publication rights to the journal, took exclusive right and did not grant back self-archiving rights to the author or, in the case of one journal, permit the author to post drafts online, but then mandated their removal before final publication of the article.

Most agreements imposed some sort of condition on self-archiving. By far the most common condition was attribution of first publication to the journal. Of the 73 journals that permitted self-archiving, only four did not have this term in their publication agreements. Some journals take further steps to protect their brand. In addition to requiring original attribution, some journals ask authors to take down pre-publication drafts and replace them with the definitive version once it has been published. The motivation behind this policy is avoiding confusion between a rough draft and the cite-checked, edited definitive version.²⁴ Some journals only permitted the final, published version to be self-archived. This policy contrasts strongly with the self-archiving policies of publishers in other disciplines, many of whom only allow archiving preprints (drafts before peer review) or postprints (drafts including revisions made in response to peer review, but not including the publisher's final editing and formatting).

Most journals that asked for more than non-exclusive licenses seemed more concerned about competition in print publication than online distribution. Of the 43 agreements that contained copyright transfers or exclusive licenses, only

24 University of Chicago Press, Guidelines for Journal Authors' Rights, <http://www.journals.uchicago.edu/page/rights.html> (last visited November 14, 2009) ("To avoid citation confusion, we discourage online posting of pre-prints and working papers. If you choose to submit a pre-publication version of your accepted paper to a *non-commercial*, discipline-specific pre-print or working paper archive, however, we require that appropriate credit be given to the journal as described above and ask you to remove the working paper from the archive after your article is published or replace it with the published version.) (emphasis in original).

eight placed embargoes on self-archiving. Rather, most exclusive licenses bar republication in other journals or edited books for a time. This period of exclusivity is apparently intended to position the journal to collect license fees from commercial publishers of textbooks and periodicals and to prevent the author from publishing in another journal immediately after first publication (most of the publication agreements in the sample required the author to warrant that the article had not been previously published). Embargo periods ranged from six months to two years, with most journals selecting the middle ground of a one year embargo.

Based on these agreements, it appears that journals are accepting author rights and moving from copyright transfers to non-exclusive licenses or exclusive licenses are that limited in scope and duration. Self-archiving has also become widely permitted. The practice of transferring copyright and then granting back a non-exclusive license to the author in the same publication agreement seems to somewhat reduce the practical difference between a copyright transfer with a license back and a carefully crafted exclusive or non-exclusive license. On the whole, most journal publication agreement provide for a non-exclusive license (either immediately or after the exclusive license expires), and virtually all agreements permitted self-archiving at some point, with some conditions. This indicates that journals are becoming more accepting of author rights and the green road to open access. However, there is still some work to be done.

Recommendations

Publication agreements can have long-lasting consequences for authors, journals, libraries, book editors, and readers, so when authors are considering which journals to publish in, the terms of publication agreements are relevant factors. Unfortunately, most of the agreements in this sample were not readily accessible. Only fourteen (17.9 percent) journals had agreements placed on their website in a sufficiently prominent place such that a busy author would have a realistic chance of finding them. The Open Access Law Principles call for journals, if they do not adopt the Open Access Law model agreement, to post their agreements online.²⁵

In terms of access to publication agreements, most discouraging is some journals' stance that their publication agreements should not be fully public. Several journals stated that their policy is to only give their agreements to committed authors, and several more provided their agreements, but asked for assurances that the text of the agreements would not be published. Such policies are particularly troublesome because most authors submit manuscripts to multiple journals at once. Authors thus may have competing publication offers and

²⁵ Science Commons, *supra* note 12.

knowing copyright terms could be valuable information. Often publication decisions are made very quickly, so even journal editors sending a publication agreement with an offer may not give authors enough time to make informed decisions.

Publication agreements often contain provisions not relating to copyright, such as descriptions of the production process, author warranties to reduce the journal's liability, and supplying reprints. It is not clear, though, what makes publication agreements proprietary in any sense. Journals' value is largely determined by the scholarly quality of their content and efficient execution of editing and production by their staffs. None of these factors are influenced greatly by the secrecy of publication agreements, so it is difficult to imagine what competitive edge nondisclosure provides. One journal explained that it regarded its publication agreement as an internal document. But publication agreements directly affect many parties outside the staff and are, in many ways, concrete expressions of journals' copyright policies and thus should be not regarded as any more internal than their submission guidelines.

Publicly posting agreements online would enable authors to place their articles in journals using favorable publication agreements. Librarians and authors seeking to archive scholarship could gain useful information about journals' policies, and journal editors would be able to ascertain if their agreements were

within the discipline's norm. To the extent that a certain copyright policy causes a competitive disadvantage for a journal, then the journal could adapt by negotiating alternative terms with authors or amending its agreement. If authors are to know whether they will be able to retain their copyright and librarians are to know what works can be self-archived, public disclosure of publication agreements is a crucial first step. Several projects collect and present information on journal copyright policies online, enabling authors to easily inform themselves about journals with which they may publish.²⁶ Journals should disclose their copyright and self-archiving policies to these groups and keep their information current and accurate.

It appears that authors expect certain rights to their articles, regardless of whether they transfer copyright. If a journal wants to have the right to publish an article in an issue, on its website, in any database and control permissions for reprinting articles in textbooks and anthologies, while also permitting the author to self-archive and reproduce for classroom use and later work (perhaps with some conditions), then copyright transfer is unnecessary. Properly worded exclusive or non-exclusive licenses can achieve the same objectives while also letting the author keep rights that might have been left unaddressed.

²⁶ See, e.g., SHERPA/RoMEO, Publisher Copyright Policies and Self-Archiving, <http://www.sherpa.ac.uk/romeo/> (last visited November 15, 2009); Washington and Lee, *supra* note 23; CopyrightExperiences, http://commons.uml.edu/index.php?title=Main_Page (last visited November 15, 2009).

Many journals have successfully adopted non-exclusive or limited exclusive licenses to allocate copyright privileges to authors. Journals that request copyright transfers should reevaluate whether copyright ownership is necessary to fulfill their publishing objectives. Limited embargoes to avoid direct competition clearly implicates journals' interest in publishing original scholarship and requiring original attribution acknowledges journals' editing contribution and eases citation for the reader.

Requiring authors to archive the definitive version also simplifies citation and increases articles' value to most readers who want the final version, but it also reduces authors' autonomy over their drafts. Perhaps during editing an author decides to remove a section and develop it into another article. She may want to leave the draft in SSRN to obtain comments about that section. Or maybe an author wishes to leave documentation of her scholarly thought process. The popularity of preprint archives should also lead journals to adopt clear policies on archiving pre-publication drafts. Journals' interest in ensuring that the definitive version is clearly marked may be served by asking authors to clearly mark archived drafts as unpublished instead of requesting their removal.

These recommendations are not entirely novel,²⁷ but the information gained from this examination of journal publication agreements indicates that they are well-grounded in journals' growing experience with open access and author rights. Many journals have adopted agreements that keep copyright and other valuable rights with authors. Journal editors bear primary responsibility for modifying their agreements to better balance journal and author rights, but authors can encourage journals with which they publish to use non-exclusive or limited exclusive licenses. Authors can also request modifications to agreements or attach addenda. Librarians should continue to educate authors about their options and advise editors to use agreements that distribute rights over legal scholarship that serve all parties, including the general public. The study also shows that many agreements permit self-archiving, so legal scholarship is fertile ground for librarians seeking to harvest articles for institutional and disciplinary repositories.

Further research would help answer questions such as: How have journal copyright policies changed over time? What are the differences between peer-reviewed and student-edited journals or journals published by law schools instead of academic publishers? How many journals impose embargoes on self-archiving or require (or prohibit) use of the definitive version instead of drafts? To what extent are authors and editors negotiating and modifying agreements? It appears

27 For proposals to make law journals more friendly to open access, see Danner, *supra* note 2, at 394-95; Hunter, *supra* note 7, at 638-39; Parker, *supra* note 14, at 471-72.

copyright agreements are not the primary obstacle to wide self-archiving of legal scholarship. If this is so, what obstacles require more attention?

Appendix—List of Law Journals Contacted. Bold Titles Indicate Copyright Agreement was Obtained

Rank Journal

- | | |
|-----------|---------------------------------------|
| 1 | Harvard Law Review |
| 2 | Yale Law Journal |
| 3 | Columbia Law Review |
| 4 | Stanford Law Review |
| 5 | New York University Law Review |
| 6 | California Law Review |
| 7 | University of Pennsylvania Law Review |
| 8 | Georgetown Law Journal |
| 9 | Virginia Law Review |
| 10 | Cornell Law Review |
| 11 | Texas Law Review |
| 11 | University of Chicago Law Review |
| 13 | UCLA Law Review |

- 14 Michigan Law Review
- 15 Northwestern University Law Review**
- 16 Minnesota Law Review**
- 17 Fordham Law Review
- 18 Vanderbilt Law Review**
- 19 Duke Law Journal**
- 20 William and Mary Law Review
- 21 Southern California Law Review
- 22 Iowa Law Review
- 23 Harvard Journal of Law & Technology
- 24 Supreme Court Review**
- 25 Notre Dame Law Review**
- 26 North Carolina Law Review
- 27 American Journal of International Law
- 28 University of Illinois Law Review

- 29 Boston University Law Review
- 30 Emory Law Journal
- 31 UC Davis Law Review**
- 32 Hastings Law Journal
- 33 Harvard International Law Journal
- 34 Boston College Law Review**
- 35 Ohio State Law Journal
- 36 Cardozo Law Review
- 37 Virginia Journal of International Law
- 38 Law and Contemporary Problems**
- 39 Wisconsin Law Review
- 40 Harvard Civil Rights-Civil Liberties Law Review**
- 41 Harvard Journal of Law & Public Policy**
- 42 Houston Law Review**
- 43 Indiana Law Journal**

44 Wake Forest Law Review

45 Berkeley Technology Law Journal

46 Florida Law Review

47 American University Law Review

48 Washington University Law Review

49 American Journal of Comparative Law

50 Harvard Journal on Legislation

51 Arizona Law Review

51 Connecticut Law Review

53 University of Pennsylvania Journal of Constitutional Law

54 Journal of Legal Studies

55 Journal of Empirical Legal Studies

56 University of Colorado Law Review

56 Villanova Law Review

58 Yale Law & Policy Review

- 59 Brooklyn Law Review**
- 60 Business Lawyer**
- 61 Harvard Environmental Law Review**
- 62 DePaul Law Review**
- 62 University of Cincinnati Law Review
- 64 Michigan Telecommunications and Technology Law Review
- 64 Yale Journal on Regulation
- 66 George Washington Law Review**
- 67 American Criminal Law Review**
- 67 Washington Law Review
- 69 Tulane Law Review**
- 70 Hofstra Law Review**
- 71 Harvard Negotiation Law Review
- 71 University of Michigan Journal of Law Reform
- 73 Chicago Journal of International Law**

- 74 Washington and Lee Law Review**
- 75 Georgia Law Review**
- 76 Alabama Law Review
- 77 Harvard Journal of Law & Gender**
- 78 Columbia Journal of Transnational Law**
- 79 Yale Journal of International Law**
- 80 Akron Law Review
- 80 San Diego Law Review**
- 82 University of Chicago Legal Forum**
- 83 Buffalo Law Review
- 83 Fordham Urban Law Journal
- 83 Michigan Journal of International Law
- 86 Loyola of Los Angeles Law Review
- 87 Chicago-Kent Law Review**
- 87 Georgetown Journal of Legal Ethics**

- 89 Columbia Human Rights Law Review
- 90 Journal of Corporation Law**
- 90 Stanford Environmental Law Journal
- 92 Brigham Young University Law Review**
- 93 Berkeley Journal of International Law
- 93 Vanderbilt Journal of Transnational Law**
- 95 American University International Law Review**
- 96 Florida State University Law Review**
- 97 American Business Law Journal
- 97 University of Pittsburgh Law Review**
- 99 Arizona State Law Journal**
- 99 SMU Law Review
- 101 Stanford Technology Law Review**
- 101 Supreme Court Economic Review**
- 103 American Journal of Law & Medicine

- 103 Cornell Journal of Law and Public Policy**
- 105 Indiana Law Review
- 106 Columbia Journal of Environmental Law
- 107 Oregon Law Review**
- 107 Virginia Law Review In Brief**
- 109 Columbia Science and Technology Law Review
- 110 Utah Law Review**
- 111 Michigan Journal of Race & Law
- 111 William & Mary Bill of Rights Journal
- 113 New York University Annual Survey of American Law
- 114 George Washington International Law Review
- 114 Nebraska Law Review
- 116 Columbia Business Law Review
- 116 Cornell International Law Journal**
- 116 South Carolina Law Review

- 119 Administrative Law Review
- 119 Antitrust Law Journal
- 119 Delaware Journal of Corporate Law**
- 119 Harvard Law & Policy Review**
- 119 Pepperdine Law Review**
- 125 Catholic University Law Review
- 125 Chapman Law Review
- 127 Loyola University Chicago Law Journal
- 128 Stanford Law & Policy Review**
- 129 Fordham International Law Journal
- 129 Ohio State Journal of Criminal Law**
- 131 Case Western Reserve Law Review
- 132 Journal of Criminal Law and Criminology
- 132 Santa Clara Law Review
- 132 Texas International Law Journal

- 135 Stanford Journal of Law, Business & Finance
- 135 University of Richmond Law Review
- 137 Journal of National Security Law & Policy
- 137 Saint Louis University Law Journal
- 139 Boston College International and Comparative Law Review
- 139 California Western Law Review**
- 139 University of Kansas Law Review
- 139 University of Pennsylvania Journal of International Law
- 143 Boston University International Law Journal
- 143 Rutgers Law Review**
- 143 Seton Hall Law Review
- 146 Clinical Law Review**
- 146 Ohio State Journal on Dispute Resolution**
- 146 St. John's Law Review**
- 149 American Bankruptcy Institute Law Review

- 149 Lewis & Clark Law Review
- 151 Fordham Intellectual Property, Media & Entertainment Law Journal
- 151 Harvard Human Rights Journal
- 153 Penn State Law Review
- 153 University of Miami Law Review
- 155 Albany Law Review**
- 155 Missouri Law Review
- 155 Tax Law Review
- 158 Columbia Journal of Law & the Arts
- 159 Journal of Gender, Race & Justice
- 160 Kentucky Law Journal
- 160 New England Law Review
- 162 New York University Environmental Law Journal
- 162 New York University Review of Law & Social Change**
- 164 University of San Francisco Law Review

- 165 Boston College Third World Law Journal
- 166 Albany Law Journal of Science & Technology
- 166 Temple Law Review
- 166 Virginia Journal of Social Policy & the Law
- 169 Drake Law Review
- 169 William Mitchell Law Review
- 171 Harvard Latino Law Review
- 172 Minnesota Journal of International Law
- 172 Tennessee Law Review
- 172 Washington University Journal of Law and Policy
- 175 Cardozo Arts & Entertainment Law Journal**
- 175 Duke Journal of Comparative & International Law
- 175 Ecology Law Quarterly
- 175 Rutgers Law Journal
- 179 Boston University Journal of Science & Technology Law**

179	Review of Litigation
181	Baylor Law Review
181	Law and Inequality
183	Santa Clara Computer and High Technology Law Journal
183	William & Mary Journal of Women and the Law
185	Maryland Law Review
185	New Criminal Law Review
187	American Bankruptcy Law Journal
187	Capital University Law Review
187	Constitutional Commentary
187	Environmental Law
187	Law & Social Inquiry
192	Louisiana Law Review
193	Real Property, Trust and Estate Law Journal
194	Environmental Law Reporter, News & Analysis

195 Berkeley Business Law Journal

195 Law & Society Review

195 Virginia Environmental Law Journal

198 Brigham Young University Journal of Public Law

198 Brooklyn Journal of International Law

198 North Carolina Journal of International Law and Commercial Regulation