



3-3-1991

# Defendant's Exhibit 155: Cooperation Agreement Between Cynthia Cooper and Sam Reese Sheppard

Cynthia L. Cooper

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COLLABORATION AGREEMENT

This agreement entered into this 3rd day of March, 1991, between Sam R. Sheppard ("Sheppard") and Cynthia L. Cooper ("Cooper"), collectively the "Parties."

The Parties agree as follows:

1. Literary Work. The Parties agree to collaborate in the writing of a book, currently untitled ("the Work") which is to be about the Dr. Sam Sheppard case and developments in the 1980s' and 1990s', which have lead to the identification of a new suspect or suspects in the 1954 murder of Marilyn Sheppard in Bay Village, Ohio.

Each party shall cooperate with the other in providing the ideas and text for the Work, and also in such activity as may be necessary to secure publication of the Work and its exploitation in all forms and media.

All literary, editorial, business, financial and other decisions affecting the Work shall be made jointly. No license or other contract with respect to the Work or any right therein shall be valid or binding without the signature of both parties hereto.

Sheppard's special responsibility with regard to the Work shall be to contribute information, materials, letters, contacts, research and other pertinent materials relevant to the conceptualization and subject matter of the Work. Sheppard shall also provide ongoing input about the direction of the Work and the style and contents of the proposed material. Sheppard will be invited to contribute to the writing of the Work.

Cooper's special responsibility with regard to the Work shall be to gather information, interview such persons as are necessary to gather information and background, conduct investigations as needed, and write the manuscript. Cooper shall have primary responsibility for organizing and preparing drafts of the text.

2. Delivery. Sheppard and Cooper agree to perform all activities related to the completion and publication of the Work in a timely manner, keeping to established deadlines, and responding to requests and changes or revisions promptly. Each agrees to exercise best efforts to render the Work acceptable to a publisher and to make changes, additions or eliminations in accordance with the suggestions and requests of publisher. No publication of the Work shall be made or authorized by either Party unless and until the manuscript is deemed satisfactory in content to both Parties.

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EXHIBIT

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3. Materials. All materials furnished by Sheppard including without limitation any notes, data, drafts, documents, letters, writings, photographs, tapes, other items and all interviews conducted by Sheppard, whether or not written, assembled, created and/or organized by Cooper in connection with preparation of the Work ("Sheppard's Materials") shall constitute Sheppard's sole and exclusive property and shall be delivered to Sheppard should the collaboration be dissolved, or, if the collaboration is successful, at the completion of the Work.

All materials furnished by Cooper including without limitation any notes, data, drafts, documents, letters, writings, photographs, tapes, other items and all interviews conducted by Cooper (other than by Sheppard's efforts with regard to Sheppard's materials) shall constitute Cooper's sole and exclusive property ("Cooper's materials") and shall be delivered to Cooper should the collaboration be dissolved, or, if the collaboration is successful, at the completion of the Work.

Neither party shall have the right to exploit the collaborative work product, except as set forth herein, or except with the express written permission of the other party.

4. Withdrawal. If either party voluntarily withdraws from this collaboration before completion of the Work, the rights of the withdrawing party as to all matters under this agreement (including without limitation, payment, credit and copyright or other interest in the Work) shall, in the absence of agreement between the Parties, be determined by arbitration under item "14" on claims hereof, based upon the amount, substantiality and value of the withdrawing party's contribution to the Work in relation to the contributions and the continuing responsibilities to the Work of the remaining party and any other persons.

Regardless of the withdrawal of a party, the consent of both parties shall be required for any exploitation of the Work, and, in any case the provisions of item "6" on Copyright shall govern. In addition, the provisions in item "1" on "literary work", paragraph "3", relating to joint decision-making on matter affecting the Work shall remain in force.

5. Credit. The authorship credit for the Work shall be in substantially the form: "By Sam R. Sheppard and Cynthia L. Cooper," with each name, when part of such credit, appearing in the same type and size.

6. Copyright. The copyright shall be secured and held jointly by Sheppard and Cooper. Each copyright owner shall be a signatory to all agreements in connection with the sale, lease or license of all rights derived from the Work, and neither Party may dispose of any such rights without the approval in writing of the other Party hereto.

7. Compensation. All) proceeds from and in connection with the exploitation of the Work shall be apportioned between the Parties as follows: Sheppard (50%) and Cooper (50%).

8. Expenses. The parties anticipate certain expenses in conjunction with the completion of the Work. Ordinary expenses are necessary travel, long distance telephone calls, office supplies, photocopying, mail, and the costs of transcriptions. Extraordinary expenses are those which do not fit into the categories enumerated as ordinary expenses, or, which will amount to sums of \$500 or more, whether in an enumerated category or not. Extraordinary expenses might include, for example, research assistance, investigative services, laboratory testing, editorial assistance, legal services, or the purchase of copyrighted or private materials. Extraordinary expenses shall be incurred by a Party only with the prior agreement of the other Party as to the nature and costs of the expense. Neither party will be responsible for extraordinary expenses incurred by the other party without such agreement. Reasonable ordinary expenses and mutually-agreed upon extraordinary expenses incurred by the Parties shall be mutually charged to the Parties from the proceeds from sale and exploitation of the Work, as follows: Sheppard (50%) and Cooper (50%.) Each party must provide receipts evidencing expenses. Every three months, the Parties will jointly review and analyze all expenses for the quarter.

Fees to agents, lawyers, or other joint representatives shall be divided by the parties as follows: Sheppard (50%) and Cooper (50%).

If the Work results in no proceeds, the Parties agree to bear the costs of their own expenses individually.

9. Confidentiality. Both Parties agree not to participate in any interviews, write any articles or books or take any other action which would result in disclosure of any kind or nature whatsoever of any of the materials developed or furnished hereunder, without the prior written consent of the other party.

10. Independent Contractor. Sheppard and Cooper shall render services hereunder as independent contractors, and shall each be solely responsible for all taxes payable with respect to their respective earnings hereunder, and shall not bind or obligate each other in any manner or incur any debt or obligation for each other's account. The Parties do not by this agreement intend to form, nor shall this agreement be construed to constitute, a partnership, joint venture or agency relationship between the Parties.

11. Term. Unless the agreement is terminated prior to the acceptance by publisher of a contract for the Work, the term of this agreement shall be co-extensive with the life of the copyright in and to the Work.

12. Representations, Warranties and Indemnities. Each party warrants and represents to the other that any material written or provided by the respective party in connection with the Work shall not in any way violate any copyright, right of privacy or publicity, common law or contractual right, or any other right belonging to any third party, and that such material will contain nothing of a libelous, obscene or illegal character. Each party shall take care to determine whether the right of privacy and copyright in materials to be used is intact. Each party shall indemnify and hold the other party harmless against any loss, damage, liability, settlements and costs (including reasonable attorneys' fees) arising out of any breach of the indemnitor of any of the foregoing warranties or the incorrectness of any of the foregoing representations.

13. Assignment. Neither Party may assign this agreement or any rights or obligations hereunder without the prior written consent of the other party. The terms and conditions of the agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators and permitted assigns of the respective Parties.

14. Claims. Any controversy or claim arising out of or relating to this agreement, or any breach or alleged breach thereof, and which cannot in good faith be settled between the parties or their representatives, shall be settled by arbitration, in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

15. Entire Agreement. This agreement is being delivered in the State of New York. Notwithstanding the fact that either party hereto is now or may hereafter become a citizen or resident of a different state, and irrespective of the forum in which this agreement may be submitted for construction, interpretation or enforcement, it shall in all respects concerning its validity, construction, interpretation and performance be governed by the laws of the State of New York pertaining to an agreement made and to be performed therein; and the legal regulations between the parties shall likewise be governed by such laws.

This agreement represents the entire understanding of the Parties with respect to its subject matter, and supersedes all prior written and oral understandings, and may not be modified or amended, nor may any provisions hereof be waived, except in a written instrument signed by the Parties.

3/3/91  
Date  
2-23-91  
Date

Sam R. Sheppard  
Samuel R. Sheppard  
Cynthia L. Cooper  
Cynthia L. Cooper