GLASSIE SAMPLE

AGREEMENT WITH JOURNAL EDITOR

THIS AGREEMENT is made effective as of _____________ (the “Effective Date”) between ____________________________ (“Editor”) and the Society (“Publisher”), with its principal office located at __________________________.

WHEREAS, Publisher is a nonprofit corporation and tax exempt under Section 501(c)(3) of the Internal Revenue Code, which publishes professional journals and desires to appoint Editor to serve as the Editor of ___________________ (“Journal”), and Editor is willing to serve in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of their mutual promises, and for other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

1. **Appointment and Term.** The Publisher appoints Editor to be the Editor of the Journal for a two (2) year term beginning with the _____________ issue of the Journal, which term will be automatically renewed for two successive five (5) year terms thereafter, for a maximum of twelve (12) years, unless otherwise terminated by written notice from one party to the other not less than six (6) months prior to the end of any such term. This Agreement may also be terminated as provided in Section 11.

2. **Responsibilities of the Editor.** The Editor reports to the Publisher’s Council as provided in this Agreement and in accordance with applicable Publisher policies and procedures. The Editor shall have responsibility for the editorial content of the Journal as provided in this Agreement. The specific responsibilities of the Editor are set forth on Exhibit A to this Agreement.

3. **Non-Competition and Conflicts of Interest.** During the term of this Agreement, the Editor agrees not to engage in or assist others in editing, publishing, or related activities that, in the Publisher’s reasonable judgment, could result in a publication that interferes with or injures the sales of the Journal. Such restriction shall not preclude the Editor from serving on editorial boards of other scientific journals, where such membership might enhance his professional standing and effectiveness as Editor of the Journal, provided that in the opinion of the Publisher such participation does not interfere with or injure the sale of the Journal or otherwise interfere with the Editor’s ability to fulfill his/her responsibilities under this Agreement. During the term of this Agreement, the Editor shall not engage in actions which may constitute an actual, apparent or potential conflict of interest with the mission and activities of the Journal or Publisher, will follow applicable policies and procedures related to the Journal, and will disclose to the Publisher any such conflicts of interest and any business, financial, and organizational interests and affiliations which are or could be construed to be a conflict of interest.

4. **Compensation.** The Publisher shall provide the Editor with an annual honorarium of $__________ for editorial work on behalf of the Journal. The honorarium will be paid in
equal monthly installments. The honorarium shall be the exclusive and total compensation provided to the Editor. Any and all other Journal related costs and expenses, including any administrative services, travel, etc., incurred by the Editor in the scope of the editorial responsibilities shall be addressed and reimbursed as set forth in the annual budget for the Journal approved by Publisher.

5. **Editorial Control and Content.** The Editor shall be solely responsible for selecting, reviewing, and approving the editorial content of the Journal. The Publisher as the owner of copyright in the Journal and all editorial content published in the Journal, shall have the right of prior review and consultation, if it desires, on any editorial content to be published in the Journal. “Editorial content” shall be understood by the parties to mean all Journal material that is not advertising, including such items as original articles, review articles, case reports, editorials, abstracts, letters, book reviews, and news. The following materials shall not be considered editorial content: Publisher policy statements and current developments information, calendar announcements, front matter (such as instructions to authors and index), supplements and other textual material supplied by the Publisher as a supplement or otherwise.

6. **Editor’s Work.** The Publisher shall own all copyright in and to the Journal. Therefore, the Editor hereby assigns to the Publisher all right, title, and interests in and to any information or material developed, conceived, written, or created relating to work on behalf of the Journal during the term of service as Editor, including any and all copyrights and all rights subsumed thereunder.

7. **Legal Relationship; Insurance and Indemnification.** The legal relationship between the Publisher and the Editor is that of an independent contractor providing for the rendering of specialized and personal professional services and not that of an employer/employee, joint-venture, or partnership. The Editor shall have no authority to bind or make commitments on behalf of the Publisher without its prior written consent, except in regard to the editorial content of the journal as provided in this agreement. Notwithstanding anything else in this Agreement, the Publisher represents and warrants that the Editor is an authorized agent of the Publisher for purposes of its insurance coverage and will be covered and protected from claims alleging wrongful acts within the meaning of and in accordance with the applicable policy. In addition, the Publisher agrees to indemnify and hold harmless the Editor from and against any claims, losses, or damages including but not limited to reasonable attorneys’ fees incurred by the Editor in connection with this Agreement, except only if caused by the negligence or willful misconduct of the Editor.

8. **Representations and Warranties and Indemnification.** The Editor represents and warrants as follows: The Editor has full power and authority to enter into this Agreement and to perform the duties and obligations set forth in this Agreement. No organization or entity for which the Editor works as an employee or contractor shall have any rights in or control over the Editor’s work in the Journal, and the Editor’s personal services on behalf of the Journal as set forth do not violate any agreement between the Editor and any employer or contractor of the Editor. Subject to the Journal’s guidelines for submissions, the Journal will not contain any contributions that the Editor reasonably
believes or has reason to know or suspect may infringe upon or violate any copyright, trademark, trade secret, or obligation of confidentiality or other right, or the privacy of others, or contain any libelous matter, or contain such material or matter or instructions that may cause harm or injury to the Publisher or a third party. The Editor shall treat the terms of this Agreement, and all Journal information and financial reports as confidential. No disclosure of such confidential information shall be made to any third party except upon prior consent of the Publisher. The Editor shall indemnify and hold harmless the Publisher from any loss, damage, or third party claim or cause of action due to the Editor's breach of this Agreement or of these representations and warranties.

9. **Name and Likeness.** The Editor agrees to allow the Publisher to use the Editor’s name, photograph, and biographical information in the Journal and in advertising and promotional materials related to the Journal.

10. **Termination.** The Publisher shall be entitled to terminate this Agreement without any further obligation upon written notice to the Editor of at least six months if the Publisher should decide to discontinue the publication of the Journal. The Publisher may terminate this Agreement “for cause” which shall include but not be limited to: (i) the death of the Editor, with such termination of the Agreement to be effective immediately, or the onset of a physical or mental disability or illness that prevents the Editor from effectively performing the duties required under this Agreement for a period of thirty (30) consecutive days, unless excused by the Publisher, with such termination to be effective at the end of such thirty (30) day period, or (ii) any conduct by the Editor which in the opinion of the Publisher is a material breach of this Agreement, violates the representations and warranties made under this Agreement, or constitutes dishonest, fraudulent, grossly negligent, or criminal action. Termination for cause must be preceded by written notice to the Editor setting forth the specific nature of the breach and the action or actions necessary, if any, to cure the breach. The Editor shall have thirty (30) days from the effective date of notice to cure the breach if a cure is possible. If the Editor has not cured the breach within this thirty (30) day period or a cure is not possible, the Publisher shall have the right to terminate this Agreement immediately. If the Publisher terminates this Agreement for cause, the Publisher shall have no further obligation to the Editor after termination. The Publisher may terminate this Agreement without cause upon ninety (90) days written notice to the Editor and payment of compensation equal to the amount of one year’s honoraria. The Editor may terminate this Agreement for cause upon written notice of at least ninety (90) days, if the Publisher fails to fulfill its obligations under Provision 4 and fails to cure such breach within thirty (30) days of notice. A good faith dispute as to the amount due shall not be deemed such a breach. The Editor also may terminate this Agreement without cause upon one hundred and eighty (180) days written notice.

11. **Post-Termination.** Upon expiration or termination of this Agreement for any reason, the Publisher shall have the right to appoint a new Editor or to otherwise continue the publication of the Journal without further obligation to the Editor. The Editor shall promptly return to the Publisher all Journal property, including but not limited to contributor manuscripts, lists, records, and documents, and all other materials relating to or in
connection with the publication of the Journal in the possession or under the control of the Editor.

12. **Entire Agreement and Amendment.** This Agreement constitutes the entire agreement between the parties and supersedes any other agreement in any form between the parties, and it may not be amended except by a written amendment signed by both parties.

13. **Invalid Provision.** If any provision of this Agreement is declared invalid under any applicable law, such provision shall be inapplicable and deemed omitted, but the remaining provisions hereof including remaining default remedies, shall remain in effect.

14. **Waiver.** Either party’s waiver of, or failure to exercise, any right provided for in this Agreement, shall not be deemed a waiver of any further or future right under this Agreement.

15. **Assignment.** The Editor may not assign this Agreement to any party without the written consent of the Publisher.

16. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of ____________ without giving effect to its conflict of law provisions.

17. **Arbitration.** Any disagreement, dispute, claim or controversy arising out of or relating to any aspect of this Agreement shall be resolved exclusively by arbitration between the parties. The parties shall submit to arbitration in accordance with the applicable Rules of the American Arbitration Association before three arbitrators, of whom the Editor shall choose one, and the Publisher one, each within ten days of submission of the matter to the American Arbitration Association. The two arbitrators so chosen, will choose a third within ten days, and the decision of a majority of the three arbitrators, reduced in writing, shall be final and conclusive as to all parties and may be enforced in any court having jurisdiction.

**IN WITNESS WHEREOF,** the parties agree to all of the foregoing terms and conditions on the effective date of this Agreement first above written.

Publisher

Signature __________________________
Name/Title________________________
Date:__________________

Editor

Signature __________________________
Name ____________________________
Date:__________________
EXHIBIT A

The specific responsibilities of the Editor shall include but are not limited to:

a. Establishing a team of associate and other editors, as well as an Editorial Advisory Board consisting of distinguished scientists in the field. Appointment of the associate editors and Editorial Advisory Board members shall require the approval of the Council. The number of associate editors shall be subject to approval of the Council.

b. Arranging appropriate peer-review procedures for the contributions submitted for publication in the Journal. Adjudication of conflicts involving authors, reviewers or others in the Journal publication process shall be handled by the Editor, provided, however, that the Publisher shall take full responsibility for, and have control over the defense of any claims or legal actions asserted against the Publisher or the Journal.

c. Ensuring that his/her conduct and the conduct of the associate editors conform to the highest standards of professional conduct and scientific integrity, are consistent with all applicable laws and regulations, and reflect positively on the Publisher.

d. Exercising his/her best professional judgment in accepting only original contributions, which have not previously been published and ensuring that contributors to the Journal obtain proper permission to use copyrighted material such as quotations, reproductions of data, illustrations and any other material which may be used in their contributions, and further that no contribution shall contain anything which is libelous and that all contributors indemnify the Publisher against all third-party claims asserted in connection with their contributions.

e. Securing from the contributors to the Journal an appropriate release for publication, which will assign the copyright in the contribution to the Publisher or, if copyright can not be assigned, an adequate license to the Publisher to allow it to publish the contribution and use it in the future as needed.

f. Securing from contributors/authors appropriate conflict of interest disclosures.

g. Instructing authors to comply with the requirements for submissions to the Journal.

h. Providing a timely inflow of contributions of superior scientific, academic and professional merit sufficient to fill the Journal's annual publication schedules.

i. Ensuring that the total number of pages printed each year is consistent with established budgets.

j. Reporting on editorial office expenses and, in collaboration with the publisher, presenting a budget each year for those expenses.