

EDITING AND PUBLISHING AGREEMENT

for *Social Science History*

This Agreement is made between Duke University ("Duke") acting through Duke University Press, Box 90660 Duke University, Durham NC 27708; and the Social Science History Association (SSHA), with executive offices at the Institute for Social Research, P. O. Box 1248, Ann Arbor MI 48106.

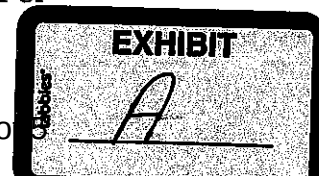
WHEREAS SSHA desires to continue contracting with Duke University Press for the publication of its journal called *Social Science History* (SSH), but does not wish any longer to retain ultimate financial responsibility for the journal;

AND WHEREAS Duke University Press is willing to take on the financial responsibility for SSH under terms that are mutually agreeable to Duke and to SSHA;

AND WHEREAS SSHA desires to have the publisher of its journal serve also as the keeper of its membership records;

NOW, THEREFORE, the parties agree as follows:

1. Duke shall be responsible under the terms of this Agreement for continuing the publication of SSH, and SSHA shall continue to be responsible for the editing of SSH.
2. Duke shall be responsible under the terms of this Agreement for continuing to perform all membership recordkeeping functions related to SSHA, providing full access to the membership records and full reporting on membership data as outlined in the section of this Agreement entitled "Membership Revenues and Recordkeeping."
3. Duke shall perform both the publication of SSH and the membership recordkeeping for SSHA under the policies set by SSHA. The relationship between SSHA and Duke shall be stated in the pages of SSH and in all related material through the following phrase: "*Social Science History* is published by Duke University Press on behalf of the Social Science History Association." SSHA shall designate one Officer or Editor as the contact person for Duke. Until such time as SSHA designates a new contact person, that single person and no other shall be authorized to inform Duke in matters of SSHA policy, and shall be the person consulted by Duke when such consultation is required on matters affecting either publication of SSH or membership recordkeeping.



Period of the Agreement

4. This Agreement shall become fully effective as of 1 January 1996 and shall remain in effect for at least five years. Thereafter, it shall be automatically renewed each year until one of the parties provides notice to the other that it wishes to discontinue its participation in the journal. In order to allow time for devising alternative arrangements, such notice must be given so that it is received by the other party before 1 July, in order to take effect at the end of the following volume of the journal (e.g., notice must be given by 1 July 2002 in order to take effect at the end of the 2003 volume).

Publishing Rights and Responsibilities

5. Duke is to be responsible for publication of SSH, subject to the policies set by SSHA. SSH shall be published in annual volumes consisting of four issues. The expected length of the volume is no more than 700 printed pages, and of each individual issue is a maximum of 175 pages. Significant variations from this expectation as to length--either temporary variations for one issue, or permanent changes in the expected volume length--must be explicitly agreed to by both parties.

6. Ownership and copyright in all issues of the journal produced by Duke shall belong to SSHA during the lifetime of this Agreement. Duke shall have the responsibility for registering all copyrights for the issues it produces, in the name of the Social Science History Association.

SSHA hereby grants to Duke the right to sell all in-print issues of SSH, setting prices and discounts as it sees fit, within the bounds set by this Agreement and by the policies of SSHA, and collecting all related revenues. SSHA also grants to Duke the rights and responsibilities for handling all permissions requests and other copyright-related correspondence on behalf of SSHA, both for the issues of SSH published prior to this Agreement and for all issues published by Duke. Duke warrants that it will not violate any previous agreements that have been made between SSHA and any third parties (so long as Duke is informed of such agreements). Except for such prior agreements, permissions and back-issue sales will be handled according to the standard policies of Duke University Press.

Except with the written permission of SSHA, Duke shall not sell or otherwise dispose permanently of any issues of SSH or any copyrighted material published in SSH, including the assignment of exclusive rights to republish or reprint any portion of SSH to a third party. Duke shall, however, have the right to license the use of such copyrighted material by a third party on a nonexclusive basis, and to set and collect any related permissions fees.

Should this Agreement be discontinued, the ownership of all extant issues of the journal, all contracts with third parties relating to such issues and the reprinting thereof, and all copyrights in all extant issues shall return to SSHA.

7. Publication of SSH shall be at the risk and expense of Duke during the term of this Agreement. All expenses attributable to the publishing responsibilities described in the following paragraph, and to any other aspects of the publication of SSH, shall be paid by Duke.

Duke shall be responsible for establishing, in consultation with the editorial office, production schedules and deadlines, and standards and procedures for preparing manuscripts for publication; for choosing and supervising a copyeditor; for choosing and supervising a compositor; for sending of copyedited manuscripts and/or typeset proofs for each article to the authors and editors for correction; for ensuring that all corrections in either manuscript or proof that are received from the editors, and from the authors via the editorial office, are properly entered by the compositor; for the production of printed and bound journal issues; for mailing and warehousing the printed issues; for keeping complete subscriber and membership records and related financial accounting; for promoting the journal through exhibits, advertisements, and direct mailings; for soliciting paid and exchange advertising; for registration of copyrights and handling of copyright-related permissions; for providing offprints to authors; and for providing free copies of the journal to all authors and members of the editorial board.

Duke may choose to delegate some portion of its publishing responsibilities to a third party; but in any case the ultimate responsibility for all aspects of publication shall rest with Duke.

8. The policies and procedures governing each of the responsibilities named in Section 7—including the number of copies of each issue to be printed, the design and format of the journal, the extent of promotional activities on behalf of the journal, the price of all nonsubscription items (such as advertising, list rental, or back issues), and the handling of copyrights and subsidiary rights—shall all be at the discretion of Duke, operating within the policy guidelines set by SSHA. On all such decisions that are of significant long-term importance Duke shall consult with SSHA before making any decision, and shall take no action to which SSHA has stated an objection. The prices of subscriptions and memberships shall be set by mutual agreement between SSHA and Duke; but in case of an unresolvable disagreement on such prices Duke shall have the unilateral right to set the library prices, and SSHA shall have the unilateral right to set the prices for its membership categories.

Editorial Rights and Responsibilities

9. SSHA is to be responsible for the editing of SSH. This responsibility includes the setting of editorial policies and procedures; solicitation of articles and all other material to be published in the journal; reviewing of articles submitted for publication in SSH to determine which should be accepted into the journal; preparation of the accepted articles for copyediting and production in conformity with standards and procedures agreed upon between Duke and the editorial office; returning to Duke for each issue one set of final proofs that contains corrections agreed upon between the authors and the editors; and meeting all relevant deadlines in the production schedules agreed upon between Duke and the editors.

SSEA shall be responsible for ensuring that SSH contains no material which violates or infringes upon any existing copyright, and no material that is libelous. SSEA warrants that it will defend, indemnify, and hold harmless Duke against all suits, proceedings, claims, or judgments that SSH is in violation of copyright laws in any jurisdiction.

10. SSEA may choose to delegate some of its editorial responsibilities to one or more third parties (e.g., to an editorial office, or to a set of editorial staff each performing various functions), but in any case the ultimate responsibility for editorial content and performance of editorial duties shall rest with SSEA.

11. The costs of SSH's editorial operations shall be the joint responsibility of Duke, SSEA, and the home institution(s) of the journal's editor(s). Duke and SSEA will each be expected to provide some level of annual support for the editorial operations, with the total amount to be negotiated among the three parties prior to appointment of a new editor, and with the division of that amount between Duke and SSEA assumed to be 50/50 unless other terms are agreed to in writing between the two parties. All other costs beyond the amount of the annual support will be borne by the home institution(s), and no editorial appointment will be made by SSEA without a written commitment from the editor's home institution to cover such costs for the duration of the editor's term. These costs include (but are not limited to) editorial salaries, editorial travel and meetings, editorial assistance in the preparation of manuscripts for copyediting and production, and expenses for equipment, supplies, phones, postage, and other routine office expenses.

Membership Revenues and Recordkeeping

12. All revenues attributable to publication of SSH, including membership dues paid by the members of SSHA, shall be received by Duke during the term of this Agreement. Half of the amount received by Duke as membership dues shall be paid to SSHA at the time of the end-of-fiscal-year report. This report shall include full information on SSH's subscribership and financial status as of June 30 and will ordinarily be provided to SSHA in August, and no later under any circumstances than October 1 of each year.

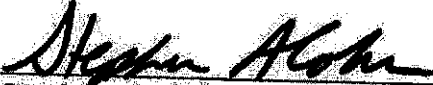
13. Membership dues shall be considered to include all subscription payments received by Duke for non-institutional subscribers (including both individual and student subscribers): there will be no individual subscribers to SSH who are not also considered members of SSHA.

14. Duke shall provide to SSHA at no cost a monthly printed listing of all current members, in either alphabetic or zipcode order as requested by SSHA. In addition, Duke will provide upon request at any time, but with a two-week notice required, an up-to-date set of mailing labels for the current membership, also at no cost.

Modification of the Agreement

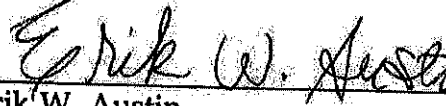
15. This Agreement may be altered only by consent of the two parties, expressed in a written document signed by both parties and appended to this Agreement.

In witness of this Agreement, the parties have affixed their signatures on the dates shown:



 Stephen A. Cohn
 Director of Publishing Operations
 Duke University Press

11-29-95
 Date



 Erik W. Austin
 Executive Director
 Social Science History Association

4/16/96
 Date