

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT dated as of October 1, 2016 between the University of Chicago, acting through its Press, hereinafter referred to as the "Press," and the Association for the Study of African American Life and History, hereinafter referred to as the "Association," for the publication of the Association's journal, titled *Journal of African American History*, hereinafter referred to as the "Journal."

THE PRESS AGREES:

1. To print and distribute the Journal in hardcopy and electronic formats, including online and mobile, according to schedules mutually acceptable to the Press and the Association. The first issue of the Journal to be published under this Agreement shall be Volume 103, Issue 1 (Winter 2018).
2. To perform and pay for all services relating to publication and distribution of the Journal after accepted manuscripts and copyright transfers are received from the Journal's editorial office. Services include:
 - A. Providing free access to the electronic version (online and e-Book) of the entire run of the Journal to an unlimited number of active Association Members and providing free print copies to ASALH Branch members and Life members. Print copies will also be available at the existing low cost (\$20) for other ASALH members who desire a print subscription. This rate will remain the same for the initial five-year term and may be modestly increased thereafter with mutual agreement.
 - B. If desired by the Journal's Editor and the Association, provision, training, and maintenance of the Editorial Manager manuscript submission and peer-review system will be provided to the Journal's editorial team.

Many publishing and business services will begin immediately upon execution of this Agreement. These services include but are not limited to business administration, marketing and promotion, Journal redesign (if desired), and implementation of Editorial Manager.
3. To use its best efforts to produce, publish, and distribute the Journal efficiently and on a cost-effective basis while maintaining or exceeding the high production standards currently in place for the Journal.
4. To print and maintain copies of the Journal sufficient to meet its business obligations, including initial subscription sales, retro-served issues, single copy sales, back issue sales, fulfillment of claims, and sample copies (i.e., marketing and promotional needs).
5. To maintain an electronic archive of all Journal articles and supplemental material published online by the Press during the years covered by this Agreement and to deposit all Journal content in a permanent archive (see Clause 17A). At termination the Association retains sole rights to the archive.
6. To promote the Journal by itself or with other appropriate Press journals by all reasonable means (see Appendix I for guaranteed marketing budget). Further, to submit all copy for major promotions to the Journal's Editor and to use such copy only with the prior approval of the Journal's Editor and/or such other person as the Association may designate.

7. Beginning in 2018, to pay to the Association the greater of (1) fifty percent (50%) of all income received for the Journal, or (2) a guaranteed minimum payment amount, initially \$100,000 which increases annually as described in Appendix I. Income includes all revenues earned from any print or electronic derivation of the Journal—such as institutional subscriptions, individual/member subscriptions, consortia, electronic licenses, single articles, single copies, offprints, reprints—and all other revenues received such as advertising, list rental, rights (e.g., archives and database aggregators), permissions, etc.
8. To furnish financial reports to the Association on the operations undertaken under the terms of this Agreement, including the Journal's annual financial statement provided as soon as possible after the close of the fiscal year (June 30) but no later than August 30. The Journal's subscriber list is available to the Journal's editorial office and to the Association upon request at any time. Any other reasonable requests for information will be honored.
9. To provide responsive, personal support to the Journal's Editor and Association officers on changes, trends, and issues regarding scholarly publishing. Reports will be prepared annually for presentation at the Association's annual meeting and at other meetings as necessary. Reports will include topics such as circulation, online usage statistics, ranking metrics, marketing planned and completed, etc.
10. To register the copyright for the Journal in the name of the Association. The copyright to the issues, volumes, and the individual articles in the Journal shall carry the name of the Association as the copyright owner. Ownership of the Journal and all proprietary rights thereto, including but not limited to its goodwill and any copyright and trademark rights therein, shall remain with the Association.
11. To indemnify the Association, its officers, trustees, employees, and agents from and against any loss, damage, cost, and expense (including court costs and attorneys' fees) which they or any of them may sustain or incur by reason of any claim, demand, suit, or liability arising out of any matter within the exclusive control or responsibility of the Press under this Agreement, including, without limitation, any claim, demand, suit, or recovery arising out of (i) the infringement of copyright or other intellectual property right by any matter contained in the Journal, or (ii) any injurious or libelous matter contained or alleged to be contained in the Journal. The indemnification arising under this Clause shall be reduced proportionately to the extent that any grossly negligent act or omission by the Association, its employees, and/or its agents contributed to the relevant loss or damage.

THE ASSOCIATION AGREES:

12. To furnish to the Press copyright transfers and accepted manuscripts in a form acceptable to permit publication in accordance with a schedule to be mutually agreed upon.
13. That it shall be solely responsible for the content of the Journal, and that no major article not in the public domain shall be published in the Journal unless the author has signed a transfer of copyright on a form supplied by the Press prior to publication, and unless any permissions necessary for images and

quotations are obtained, any permissions fees being paid by the author or by the Association. It is understood that all articles to be published will be original and previously unpublished. The Association agrees that any exceptions to this policy shall be approved by the Journal's Editor and the Press.

14. The Association will be the sole owner of Journal's copyright. Ownership of the Journal, its goodwill and trademark, shall remain with the Association.
 - A. The Association shall grant to the Press an exclusive license, for the term of this Agreement, to publish, in print and electronic form, the articles, issues, and volumes of the Journal. The rights licensed also include the exclusive right to sublicense volumes to the third-party databases EBSCO, and JSTOR; appropriate partners in the Chicago Emerging Nations Initiative; and archiving services such as LOCKSS and PORTICO.
 - B. That permission to use material published in the Journal will be granted to third parties solely by the Association or by the Press's Licensing, Permissions, and Reprints Unit, in accordance with its standard procedures, and after meaningful consultation with the Association.
 - C. Any revenue derived from the exercise of the above licensed rights, including translation, reprint, and subsidiary rights income, will be included in income as described in Clause 7 and reported on the Journal's financial statement as described in Clause 8.
15. To indemnify the Press, its officers, trustees, employees, and agents from and against any loss, damage, cost, and expense (including court costs and attorneys' fees) which they or any of them may sustain or incur by reason of any claim, demand, suit, or liability arising out of any matter within the exclusive control or responsibility of the Association under this Agreement, including, without limitation, any claim, demand, suit, or recovery arising out of (i) the infringement of copyright or other intellectual property right by any matter contained in the Journal, or (ii) any injurious or libelous matter contained or alleged to be contained in the Journal. The indemnification arising under this Clause shall be reduced proportionately to the extent that any grossly negligent act or omission by the Press, its employees, and/or its agents contributed to the relevant loss or damage.

THE PARTIES MUTUALLY AGREE:

16. That the selection of the Editor of the Journal (subsequent to V.P. Franklin) and the determination of editorial policies of the Journal shall be made solely by the Association. That "editorial policies" include, but are not limited to the scope of the journal, the requirements for submission, the peer-review process, the acceptance or rejection of articles, the approval of ad placements requests, and the layout and design of the Journal.
 - A. The Association will notify the Press of any change in Editor, providing a brief account of the selection process undertaken along with a copy of the curriculum vitae of the individual selected. The Press will be given the opportunity to comment. If there is a concern regarding the qualifications of the proposed candidate, the Press shall provide the Association with a basis for the concerns. If the Parties are unable to mutually address any concerns either party shall have the option to terminate this Agreement in accordance with Clause 24 below.

- B. The Association will also notify the Press of any anticipated major change in the editorial policies of the Journal.
17. That the Press shall have sole authority to set publication business practices for the Journal and that any revenue derived from the publication of the Journal will be included in income as described in Clause 7 and reported on the Journal's financial statement as described in Clause 8 "publication business practices" include, but are not limited to tier classifications of institutional subscribers, subscription agency commissions, postal and expedited delivery services, and online hosting platforms.
- A. The Press will discuss with the Association and address any concerns or alternative business practices suggested by the Association. The Press will also notify the Association of any anticipated major change in matters affecting publication of the Journal.
18. That "Published by the University of Chicago Press on behalf of the Association for the Study of African American Life and History" (or similar phrase representing both parties) shall be printed on the inside of the Journal. The method of display will be approved by the Editor and the Association.
19. That each annual print volume of the Journal shall contain four [4] issues with a maximum of approximately 800 text pages per volume. The electronic edition may contain additional "online-only" features, such as the Journal's online-only book reviews, which may exceed the print page allotment stated above.
- A. Any substantial change in the style, format, frequency, or page allotment significantly impacting the production costs of the print or online versions of the Journal may be made upon mutual agreement.
 - B. The Press will purchase, at reasonable cost, cover images selected by the editor from images available through Art-Resource or Bridgeman or similar resource to be mutually agreed.
20. That representatives of the Press, the Journal's editorial team, and Association agree to meet at least annually throughout the term of this Agreement at a mutually convenient time and location (e.g., ASALH's autumn annual meeting) to discuss matters related to the Journal. In addition, these representatives will collaborate to determine the most effective way (financially and otherwise) for the Press to promote the Journal and to show support for the Association.
21. That the Press and the Association will work together to develop an unpaid internship for minority students at the Press's building on the University of Chicago Campus. The parties' intention is that the Association will organize and run the selection process, with the Press assisting as appropriate.
22. That this Agreement shall remain in effect for a minimum of five [5] volume years from Date of Signing through December 31, 2022.
- A. Both parties agree to engage in a full review of the Agreement not less than six [6] months prior to the mid-point of the term, June 30, 2020, in order to make mutually-agreed-upon changes to the Agreement for the second half of the term. Such changes are to be agreed upon by June 30, 2020. Both parties agree to negotiate exclusively with each other during

the review period. If the parties are unable to reach mutually-agreed-upon terms for the period July 1, 2020 to December 31, 2022, either party may terminate this agreement, effective June, 2021, having allowed a full year for a transition to take place.

- B. Either the Press or the Association may cancel this Agreement as it relates to future publication of the Journal effective December 31, 2022 or any December 31 thereafter, provided that notice is given to the other party not less than 12 months prior to the effective date of cancellation. Further, either party shall be entitled forthwith to terminate this Agreement by written notice to the other if that other party commits any breach of the provisions of this Agreement and, in the case of a breach capable of remedy, fails to remedy the same within ninety [90] days of the receipt of a notice giving full particulars of the breach and requiring it be remedied.
- C. In the event of termination by either the Association or the Press, the final issue to be published by the Press under item "A" above will be the issue of the Journal that precedes the June 31, 2021 effective date of termination (anticipated as volume 106, issue 2). Under item "B" the final issue to be published by the Press will be the issue of the Journal that precedes the December 31, 2022 effective date of termination (anticipated as volume the fourth "Fall" issue of the volume).
- D. Upon the notification of termination as provided above, the Association shall have the exclusive right to make alternative arrangements for the continued publication of the Journal, and this Agreement shall be terminated, except that the following clauses shall apply:
 - I. The Association shall retain ownership of all existing stock, whether of issues, bound volumes, or derivative works published by the Press, and shall pay for the shipment and delivery of some or all existing stock to whatsoever location the Association designates.
 - II. If Editorial Manager was used, the Press shall provide the Association or its designee with access to Journal's data in the Editorial Manager peer-review system by transferring ownership of the Journal's Editorial Manager site or by arranging for a download of data in a form transferrable to a similar peer-review system or database.
 - III. The Press shall provide the Association or its designee the contents of the journal volumes it has published in one or more useful, industry-standard formats, including presentation (e.g., PDF, Full-Text HTML, e-Book formats) and source files and online-only material. In addition, the JSTOR page scans of the Journal's back issues purchased by the Press on behalf of the Association will be transferred along with a summary of JSTOR's terms of use.
 - IV. The Press shall provide the subscribers list, including the names, addresses and other relevant information of the Journal subscribers, including all available end-user information, to the

Association and shall remit to the Association deferred revenues for any unfulfilled subscription orders.

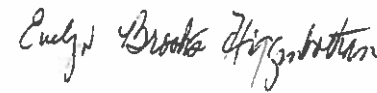
- V. The Association shall use its best endeavors to arrange for on-going access for existing subscribers to the volumes of the Journal published under this Agreement, as well as post-cancellation access (PCA) for volumes eligible for such coverage. The Association shall grant to the Press the non-exclusive right to distribute the electronic files of the said volumes to the said existing subscribers and/or PCA claimants in the absence of alternative arrangements acceptable to the Press.
 - VI. The Press's indemnification obligations under Clause 11 and the Association's indemnification obligations under Clause 15 shall survive any termination or expiration of this Agreement.
 - VII. Upon termination of this Agreement all rights granted to the Press shall revert to the Association, except as provided in Subsections I – VII of Clause 22.
23. That in the event either party is delayed or prevented from performing its obligations under this Agreement by reason of fire, earthquake, flood, natural disaster, explosion, strikes, war or acts of terrorism or similar occurrence beyond the control of such party, such delay or nonperformance shall be excused during the continuance and to the extent of such cause and the period for performance shall be extended for such period of continuance. If any such delay extends beyond ninety (90) days, either party shall have the right, upon notice to the other party, to terminate this Agreement and all rights hereunder shall cease in accordance with Clause 22 above.
24. That the addresses for notices under this Agreement are as follows: The University of Chicago Press, ATTENTION: Journals Division Director, 1427 East 60th Street, Chicago, IL 60637; Executive Director, ASALH- The Founders of Black History Month, 2225 Georgia Avenue, NW, Suite 331, Washington, DC 20059.
25. That this Memorandum of Agreement, inclusive of Appendix I and Appendix II (which describes in detail the services to be provided constitutes the entire agreement of the parties relating to publication of the Journal. Any amendment to this Agreement shall be in writing, signed by both parties. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.
26. That the Executive Council of the Association has the authority to enter into this Memorandum of Agreement on behalf of the Association, and that entering into this Memorandum of Agreement does not violate the Constitution and Bylaws of the Association.
27. That the parties to this Agreement are independent contractors and nothing in this Agreement is intended to or shall be deemed to form a partnership or joint venture; moreover, no employment relationships are created between the parties.
28. That there are no intended third-party beneficiaries of this Agreement.

29. That this Memorandum of Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of laws principles.

FOR THE UNIVERSITY OF
CHICAGO PRESS

FOR THE ASSOCIATION FOR THE
STUDY OF AFRICAN AMERICAN LIFE AND
HISTORY

By 
Title Director

By 
Title National President

Date 4/19/17

Date March 12, 2017

APPENDIX I**Marketing (See also Clause 6)**

Starting with 2018, an annual marketing budget of at least \$6,000 is guaranteed. In addition, marketing will commence in 2017 after execution of this Agreement.

Minimum Guaranteed Royalty (See also Clause 7)

Beginning in 2018 (Volume 103), payments to the Association (see Clause 7) will be the greater of a 50% royalty percentage on all income received for the Journal or the following minimum guaranteed royalty:

CY2018	CY2019	CY2020	CY2021	CY2022
\$100,000	\$103,350	\$106,740	\$110,172	\$113,647

Royalty Milestone

Beginning in 2018 (volume 103), royalty payments will be made to the Association on all income received for the Journal. The royalty payment will be calculated on the following basis:

When total income is below \$275,000	50%
When total income exceeds \$275,000	52%
When total income exceeds \$300,000	54%

The same royalty percentage will apply to all income.

Schedule of Royalty Payments

The first payment made to the Association will be in April 2018 in the amount of $\frac{1}{4}$ of the guaranteed minimum royalty for calendar year 2018, as above.

The second, third, and fourth payments made to the Association will be in the greater of $\frac{1}{4}$ of the guaranteed minimum royalty for calendar year 2018 as above or the appropriate royalty amount for all Journal income received, minus the amount of the earlier payments.

Payments in the years following 2018 will proceed according to the same quarterly schedule, unless the schedule is changed by mutual agreement.

APPENDIX II

“JAAH Publishing Proposal Summary” dated August 5, 2016.



CHICAGO JOURNALS

Memo

To: The Association for the Study of African American Life and History (ASALH)
From: Kari Roane, Publisher, Journals Acquisitions, The University of Chicago Press (UCP)
Date: August 5, 2016
Re: JAAH Publishing Proposal Summary

Thank you for the opportunity to summarize and elaborate upon some key points of interest from our previously submitted proposal for publication of the *Journal of African American History* (JAAH).

FINANCIAL TERMS OF OFFER

Income Sharing (UCP and ASALH)

- ◆ UCP and ASALH split all of the journal’s income 50/50.
 - At certain income milestones, the share to ASALH will increase (see page 2).
- ◆ Income includes all existing and future revenue streams from any print or electronic derivation of the journal, such as institutional and individual subscriptions, e-Book sales, single copies, single articles, reprints, advertising, licensing royalties, etc.
 - Journal income does not include any portion of ASALH member dues, which are retained exclusively by ASALH—UCP will not have any access to the member records (except for mailing address for those members receiving the print copy) or financial transactions of ASALH.
 - Journal income will include the singles copies purchased by ASALH members.

Guaranteed Minimum Income (ASALH)

- ◆ Since UCP will be responsible for projecting and meeting worldwide sales targets, it will guarantee a minimum income amount to ASALH (see page 2).

Expenses (UCP)

- ◆ UCP is responsible for expenses after receipt of accepted manuscripts; paid out of its 50% portion of income. These are:
 - Direct costs—materials and vendor invoices.
 - Indirect costs—allocated portion of UCP salaries and infrastructure systems.

- ◆ If expenses exceed UCP's share of revenue, UCP covers the deficit either through its annual surplus or through disbursement from its capital fund.
- ◆ If expenses do not exceed UCP's share of revenue, the surplus will be invested back into both JAAH specific and portfolio wide improvements.

Expenses (ASALH)

- ◆ ASALH pays for the expenses of the editorial office (e.g., honoraria, assistant, and supplies), presumably out of the guaranteed payment made by UCP to ASALH (See page 2).
- ◆ There will be no payments of any type made by ASALH to UCP. No hidden fees or penalties.

FINANCIAL BENEFIT TO ASALH

Each year, UCP will pay ASALH the greater of the totals (blue and orange shading) in the tables below.

- ◆ The total payment to ASALH is projected to be \$550,406 for the 5-year term. This amount will be higher if journal income increases faster than projected.
- ◆ A guaranteed annual payment is included, increasing annually. ASALH is guaranteed payment of at least \$533,909 over the term, a guarantee of 97% of our projections.
- ◆ At such a time as journal income exceeds \$275,000 the royalty percentage to ASALH will increase to 52%; and at \$300,000 the percentage will increase to 54%. The new rate will apply to all income in the given year.

Projected Income—Variable

	2018	2019	2020	2021	2022
Journal Income	207,351	212,535	221,036	227,667	232,220
50% to ASALH	103,676	106,268	110,518	113,834	116,110

Guaranteed Income—Fixed

	2018	2019	2020	2021	2022
Editorial Office*	45,000	46,350	47,740	49,172	50,647
Remainder	55,000	57,000	59,000	61,000	63,000
Total to ASALH	100,000	103,350	106,740	110,172	113,647

*\$45,000 has been earmarked as an amount sufficient to support the editorial office as currently configured; however, the total amount paid by UCP to ASALH may be used at the sole discretion of ASALH.

Contractual Obligations

We understand that ASALH's existing contract with the JSTOR Current Scholarship Program runs through December 31, 2018. As your publisher, UCP would be responsible for negotiating and paying for an early termination of the contract. Since we enjoy close, cooperative relationships with JSTOR's senior management team, we've already asked—confidentially and hypothetically—about making such a change and have been assured it is possible. If not, we would simply set up parallel publishing of the electronic edition on both the UCP and JSTOR CSP platforms for the remainder of the contract.

OWNERSHIP AND EDITORIAL CONTROL

Copyright

- ◆ Copyright for all issues, past and future, remains with ASALH exclusively.
- ◆ ASALH owns all JAAH subscriber lists, content files (past and future), and print copies.
- ◆ During the term of a publishing contract ASALH would grant UCP certain rights (to publish, distribute, and license) journal content. Upon termination of such a publishing agreement, UCP does not retain any of the rights previously granted. Meaning, for example, that UCP would not only transfer all content files to ASALH, we would also remove all copies from our web site and servers.

Editorial Control

- ◆ ASALH and the JAAH editor are solely responsible for the selection of editors; editorial structure and policies; and the editorial direction of the journal.
- ◆ UCP plays no role in the selection of articles published in the journal or the advertisements carried in the journal.

BEST PRACTICES

Philanthropic Subscriptions: Chicago Emerging Nations Initiative (CENI)

UCP's CENI program ensures that readers at higher education and research institutions in more than 95 emerging nations (those classified by the World Bank as Low-Income or Lower-Middle Income—GNP per capita less than \$3,000) receive access to electronic and print editions of our journals at no cost or at deeply discounted rates. UCP works with a select group of not-for-profit collaborators who verify institutional eligibility and enable access through their networks.

Current CENI partners are:

- ◆ Research4Life (HINARI, AGORA, OARE)
- ◆ JSTOR Africa Access and Developing Nations Access Initiatives
 - Covers all countries in Africa, including South Africa and Egypt.
- ◆ Association of Commonwealth Universities Low Cost Journals Scheme (ACU LCJ)
- ◆ Journal Donation Project (JDP)
- ◆ International Network for the Availability of Scientific Publications (INASP)
 - Includes all countries in Africa with the exception of South Africa and Egypt.

Accountability

In both commercial and not-for-profit publishing, the main contact for a journal and a society will be the publisher who is ultimately accountable for the press's performance. This person often makes key decisions about resource allocation within the press. Commercial and not-for-profit publishing differ in expectations and standards that guide this person (and the rest of management).

A publisher at a commercial firm is obligated to make decisions that yield the best financial outcome. This encourages publishers to think of their "list" as a bundle of revenue generating

content rather than as individual journals with unique needs. This view is reinforced by the fact that these lists are usually defined by subject areas, with widely varying degrees of scholarly merit. It is difficult to make decisions about what is best for any one journal when you have a profit target that is most easily met by applying rigid uniformity.

At UCP, publishers are evaluated on their ability to maintain and improve the health of journals and to ensure positive, collaborative relationships with sponsors and editors. UCP's policies—formalized in our contracts—ensure that these standards are easy to uphold. Unlike with commercial publishers:

- ◆ UCP understands the importance of the Association maintaining control of its journal—you have developed the nuances that make the journal uniquely valuable.
- ◆ UCP does not impose cookie-cutter methods to gain economies of scale—the JAAH workflow will be established (or maintained) by the editor.
- ◆ UCP backs up its promise to promote JAAH with a guaranteed *minimum* annual “spend” of \$6K for marketing, which is separate and in addition to the fixed minimum income.
- ◆ UCP has high standards that are applied consistently, portfolio-wide. No UCP publisher can make decisions detrimental to a journal in order to achieve cost savings.
- ◆ UCP establishes equitable, tiered pricing according to consistent formulas. No UCP publisher is tempted to push through price gouging rate decisions in order to achieve higher yields.
- ◆ UCP only publishes journals vetted by our board, ensuring that any future journals, which will stand “shoulder to shoulder” with JAAH will have editorial merit. No UCP publisher can make low quality acquisitions in order to boost acquisitions rates.

HIGHLIGHTING MEMBER BENEFITS

Login via ASALH Site

UCP understands that member organizations are in the best position to reinforce the benefits of membership when those benefits are intuitively connected to the association. That's why we suggest that ASALH member access to the online edition be routed through the ASALH site. Members can use their already existing member log in credentials to reach the journal's entire run, from volume one to the present, plus e-Book editions going forward.

Links and Organizational Identity

UCP's web site is template-driven but well-designed with space provided for branding and connections to ASALH. JAAH's landing page would contain the most recent Table of Content/articles and auxiliary pages will hold notes for contributors, calls for papers, subscription and advertising details and other vital information. There is ample space to promote ASALH conferences, awards, etc. UCP marketing staff will offer design help as necessary.

HBCU Undergraduate Internships

UCP has hosted student internships over the years and would be very pleased to work with ASALH to establish an ongoing program to expose minority college students to careers and

opportunities in publishing. The Press building houses both our books and journals programs on the University of Chicago campus, mere steps away from Jackson Park, the future home of the Obama Presidential Library.

Publishing Panel

UCP is a department of the University of Chicago and as such, we are in regular contact with faculty members and library staff, as well as the editors and editorial boards with whom we work (including 40+ membership and not-for-profit organizations). Working with ASALH, we could draw from this group to develop ideas for a panel presentation at your annual meeting. The most obvious is an introduction to scholarly publishing—the ins and outs of getting your work published. Another is publishing as an “alt-academic” career path.

Other collaborations seem possible: the *Archives of American Art Journal* is getting ready to publish a special issue on African American art timed to coincide with the opening of the new Smithsonian museum, National Museum of African American History and Culture. As publisher of two Smithsonian institution journals, UCP could certainly help develop connections.

Free and Discounted Books and Journals

ASALH members will continue to receive online access to the full-run of the journal and may purchase print copies according to the same rates currently in place. New benefits include:

- ◆ **New e-Reader edition of each journal issue**—Going forward, all issues will be available to members (as defined by ASALH) in both Epub and MOBI formats.
- ◆ **Free e-Books**—The opportunity to download select e-Books from UCP’s books catalog will be given to members quarterly, or on another schedule that works for ASALH.
- ◆ **Book and Discount**—Members will receive a 30% discount on any book that UCP publishes or distributes (UCP’s distribution center partners with over 100 not-for-profit presses). This includes e-Book formats.
- ◆ **CMOS-Online and Journal Subscription Discounts**—Members will receive a 20% on subscriptions to the Chicago Manual of Style online edition and to select journals.

PUBLISHING ACTIVITIES

The services we provide to our selective list of high-quality titles is at the leading edge of scholarly publishing—exceeding the performance of our competitors, non-for-profit and commercial publishers alike. Below is a short list of the publishing activities likely to be of most interest. As with everything else we have proposed, all of these services are included. There are no additional charges, fees, or penalties.

Peer-Review Technology

- ◆ The “Editorial Manager” online submission system can be used by the editorial office, if desired.
 - Allows for the confidential receipt, tracking, and reviewing of submitted articles.
 - Includes state of the art plagiarism detection via “CrossCheck” and “iThenticate.”

- ◆ Supported by a dedicated UCP technology staff member assigned to work with the editorial office to set up the system, provide in-person training, and remain on call to help with issues that arise.

Editorial and Production

- ◆ Copy-editing and proof reading by in-house manuscript editors.
 - Edit to journal style as it exists or as determined by you (i.e., CMOS is not required).
- ◆ Manage all elements of production, both print and online.
- ◆ Composition (typesetting).
- ◆ Perform electronic/XML processing (conversion).
- ◆ Serve author proofs.
- ◆ Oversee manufacturing, mailing, and postage.
- ◆ Post and maintain online journal issues—including online-only content.
- ◆ Perform multiple quality checks of each presentation format (print, HTML, e-Book).

Customer Service and Fulfillment

- ◆ Customer service for print and online by on-site UCP fulfillment team.
 - Online access support for any ASALH member, individual, or institutional subscriber.
- ◆ Maintain all subscriber records.
- ◆ Process all sales and renewals.
- ◆ Warehouse all print copies.
- ◆ Provide COUNTER compliant usage statistics to institutional subscribers.
- ◆ Enable post-cancellation access for online edition.

Marketing

- ◆ Develop and implement marketing plan to reach subscribers, readers, and authors.
- ◆ Promote the journal in person at conferences and exhibits selected in consultation with JAAH editor and ASALH representatives. Also promote JAAH at library meetings.
- ◆ Design and produce marketing “collateral” such as posters, tables-drapes, brochures, calls-for-papers, advertisements, and JAAH branded give-away items like thumb drives and magnets.
- ◆ Generate media/publicity for journal articles and issues.
- ◆ Develop “curated content” to encourage use (making select articles open access).
- ◆ Use email and social media to reach readers and authors.

Sales

Our journals generate 46% of their total revenues through international sales and subscriptions. Our international marketing efforts and our sales network around the world will ensure expanded availability of the journal worldwide.

- ◆ Targeted sales plans to reach new subscribers and to renew existing subscribers.
- ◆ Sell all formats (online and print).
- ◆ Sell to all customer types (individuals, institutions, consortia).
- ◆ Sell at equitable tiered rates based on size of institution and likelihood of use (meaning a museum or public library pays far less than a large research institution).

- This is the model in place for JAAH now through JSTOR's CSP.
- ◆ Offer need-based philanthropic access through the Chicago Emerging Nations Initiative (CENI).

BUSINESS MANAGEMENT

As a not-for-profit publisher, UCP adheres to the highest standards of business and publishing standards. Our staff has exceptional experience and expertise in all aspects of journal management and can easily take on the non-editorial tasks that have been performed by the JAAH editor and his team. As these responsibilities shift to UCP, the editorial team will be relieved of these routine—even tedious—tasks and will be able to spend more of their energy on the editorial direction of the journal. As with everything else, there are no additional charges, fees, or penalties.

Operations (production and e-publication)

- ◆ Contract and pay high-quality vendors for services not performed directly by UCP staff. For example: typesetting, print manufacturing, author proofs, and revision/remake.
- ◆ Facilitate new cover and interior design, should that be desirable.
- ◆ Maintain usable archive of all content files on UCP servers.
- ◆ Deposit all content with out-side dark archives PORTICO and LOCKSS.

Indexing and Discoverability

- ◆ Work directly with our reps at Google to ensure our online publication structure is optimized to their (evolving) algorithm.
- ◆ Generate and register each JAAH article's DOI (digital object identifier) with CrossRef in the name of ASALH and register missing DOIs retroactively.
- ◆ Provide publication meta-data to abstracting and indexing services.
- ◆ Provide KBART files to link resolving services like ExLibris and OCLC.
- ◆ License search engine bots like Google Scholar to crawl content.

Licensing and Permissions

- ◆ Register each issue with the Library of Congress in the name of ASALH.
- ◆ Negotiate and administer advantageous 3rd party licensing agreements (i.e., re-use of entire issues/volumes). For example: EbscoHost Database and JSTOR archive.
- ◆ Process permission requests (i.e., re-use of individual articles). For example: re-publication in an anthology, reprints, and translations.
- ◆ Assist JAAH editorial office with author questions about securing rights to use copy-righted material in their articles.

Administration

- ◆ Make payments to ASALH on your preferred schedule (quarterly is standard).
- ◆ Maintain auditable financial records/accounting.

Publisher

Kari Roane serves as Publisher for all new journals, through the transition phase (18-24 months) and often for many years thereafter. She has over 15-years' experience (at Taylor and Francis

and at UCP) working on scholarly journals in this capacity and has particular expertise in transitioning traditionally self-published journals to the Press.

She has developed all of the material submitted to ASALH thus far and knows exactly what commitments have been made. Should UCP be selected as publisher, Kari will ensure a smooth transition with implementation of all items promised.

As your publisher, Kari will be a source of information and advice about best practices, industry norms, legal and intellectual property concerns, and other issues that may arise. She will also personally report to ASALH on the journal's progress. Reports will include:

- ◆ Journal financial performance (fiscal or calendar year).
- ◆ Circulation and online usage.
- ◆ Marketing completed and planned.
- ◆ New initiatives and industry trends.
- ◆ And more!

Contact Information

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