



ALPSP Advice Note No. 9

The Society-Publisher Contract

Please note that ALPSP cannot vouch for the absolute accuracy of these guidelines and disclaims all responsibility for the consequences of acting on the advice which they contain.

The Society/Publisher contract

Many major journals are owned by Learned Societies. They may publish themselves, or they may licence another society or a commercial publisher to publish on their behalf. Contracts between Societies & Publishers are very important.

Key points to bear in mind:

- Ownership. The Society normally owns the journal (very occasionally it may be jointly owned, though this can lead to complications if the Society becomes dissatisfied). It licences the Publisher to carry out specified tasks in return for specified payments. The agreement should spell out the ownership of:
 - the title
 - copyright in the content
 - electronic files
 - subscription lists
 - stocks of back issues – to avoid disputes later

The agreement should specify whether the Publisher is licensed to publish in all media.

- Responsibilities of the Society should include:
 - Appointing the Editor and Editorial Board (sometimes the publisher does this)
 - legal responsibility for contents (warranty)
 - ensuring quality of the contents (including proper conduct of the peer review process)
 - timely delivery of material to the publisher
- Responsibilities of the Publisher should include:
 - copy-editing
 - production buying and management
 - marketing and promotion
 - advertising sales
 - order processing and fulfilment
- Responsibilities which may belong to either (or both – specify which):
 - pricing (e.g. annual agreement by a specified date, or a standard formula (the latter is most common for members' copies))
 - payments to the Editor, Editorial Board, and in some cases contributors
 - design changes
 - marketing plan (often agreed with the Society at the annual meeting)
- Financial terms - there are various possibilities:
 - royalty to the Society
 - commission to the Publisher (be careful to specify whether members' copies are included or excluded in the revenue)
 - share of surplus (with/without allowance for overheads)
 - or fixed fee to the Publisher (or – rarely – to the Society)

Note that the revenue on which calculations are based should include all income, including single article sales, rights, licences and photocopying/scanning.

- Members' copies – these may be free or charged for. If the latter:
 - specify how the price is to be arrived at
 - when they are to be paid for (in advance, in arrears, issue by issue, or deducted from Society's payment)
 - how numbers and names and addresses are to be supplied to the Publisher
- Term & termination;
 - the expiry date of the agreement
 - what happens then (notice period, automatic renewal or not).

On termination - is the Publisher guaranteed the opportunity to match any competing offer? Who owns the assets (back issues, mailing lists, electronic files etc); if these are owned by the Publisher, the basis on which they will be paid for by the Society or the new publisher on transfer.

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February 2002