

# LETTER OF AGREEMENT

The following confirms the conditions of your appointment as [Editor or Co-Editor] of [Journal].

- (1) *Appointment.* Your appointment is an official action of the Council of the American Sociological Association (ASA) and requires no further confirmation within the ASA governance structure.

The Journal is an official publication of the ASA and is owned and published by ASA under the direction of its Committee on Publications (“the Committee”). Editors are appointed by ASA Council and serve at the pleasure of the Committee on Publications. Editors are provided with sufficient resources for manuscript review and selection and have wide authority in selecting and shaping the content of the Journal - consistent with the approved coverage statement. Ultimate direction and publishing authority, however, belongs to the ASA and the Journal is considered a contribution to the science and profession of sociology.

- (2) *Ownership.* Ownership of the Journal, its goodwill and trademark, shall remain with ASA. Therefore, you may not enter into any agreement with respect to material in the Journal. Moreover, you acknowledge and agree that all original copyrightable works, ideas, improvements, creations and other works created, developed or conceived by you in performance of your service as editor (“Editor Contributions”) are “works made for hire” and as such shall be the property of the ASA free of any claim whatsoever from you. In the event any Editor Contributions are not deemed to be a work made for hire, then you hereby transfer and assign to ASA all of your rights, title and interest, including the copyright, in and to the Editor Contributions, it being your intention that ASA shall own exclusively for the life of the copyright in the Editor Contributions, all such rights in and to the Editor Contributions. As the owner of the Editor Contributions, ASA shall have the right to register the copyright to the Editor Contributions in the ASA's name or any other name in all countries and to exercise exclusively the rights inherent to such copyright ownership and to dispose of said rights in all countries and in all languages.
- (3) *Use of Likeness.* ASA and its licensees may use my name, likeness, biographical materials, and professional credits on copies of the Journal and in connection with the marketing and promotion thereof.
- (4) *Conflicts of Interest.* You agree that you will promptly and fully disclose any potential or perceived conflicts of interest that may be relevant to your contributions made to the Journal and will ensure that all others participating in producing the editorial content of the Journal will disclose potential conflicts.

- (5) *ASA Membership.* It is understood that you are and will remain a member of ASA in good standing during your term of office. As such, you will be entitled to all the benefits of membership as well as all the responsibilities that entails.
- (6) *Term of Office.* Your official term as editor is for three calendar years, from January 1, [year] through December 31, [year]. Your term may be renewed for up to two additional years if you and the Committee so agree.
- (7) *Management of the Journal.* You are expected to observe general policies and practices, as approved by the Committee. You are also bound by the ASA Code of Ethics, including but not limited to the specific publication issues addressed in Sections 13, 14, 15, and 16. The implementation of these policies and practices requires efficient management of the Journal (e.g., in terms of maintaining editorial controls over lag times, rejection rates, page usage, and office expense budgets).

As an ASA-owned publication, all Journal records are ultimately the property of ASA. Generally speaking, you will only need to provide written reports to the Committee annually that may be published in ASA's newsletter. However, when a matter relevant to the Journal or to matters of ASA policy arise, you will be expected to provide, upon request, manuscripts, reviews, letters, or any other records and files to the Committee for examination and discussion. You are expected to hold on to files for three years after final action or publication, at which time they may be sent to ASA's archive for review.

- (8) *Editorial Responsibilities.* Having been approved by the ASA Council, you are responsible for all editorial matters, including:
  - (a) soliciting submissions of high quality manuscripts for the Journal;
  - (b) securing, as a condition of publication, the transfer to ASA of all rights held under copyright by every contributor to every issue with the sole exception of material in the public domain, by means of ASA's standard Transfer of Copyright agreement. Upon publication, the original forms should be forwarded to the ASA;
  - (c) fully copyediting and proofreading all contributions in accordance with customary publishing standards; in consultation with the ASA, furnishing final copy in production-ready format; and adhering to the page limits and editorial deadlines so that the Journal is timely published and mailed [frequency] times a year in [publication months]. Repeated failure to meet the editorial deadline could result in an early termination of the editorial appointment. Any delay that might cause delivery of an issue beyond the month of publication is to be reported to the Executive Office;
  - (d) arranging for and supervising timely independent peer review of suitable manuscripts and make, or request the contributor thereof to make, such revisions as the reviewers deem appropriate, and timely reject any such manuscript you deem unsatisfactory;

- (e) as requested by ASA or the Journal publisher, timely assisting with investigating and responding to allegations regarding contributions submitted to and/or published in the Journal.
  - (f) ensuring that to the best of your knowledge nothing in the Journal violates any proprietary rights or copyright or is injurious or libelous;
  - (g) taking other actions as ASA requests or requires to stay in compliance with ASA's agreement(s) with the Journal publisher(s).
- (9) *Journal Coverage.* The area of coverage of the journal you edit, as approved by the ASA Committee on Publications, is shown on Appendix 1 and will be stated in each issue of the journal. Any change in the approved mission statement of the Journal must be approved by the Committee prior to publication.
- (10) *Manuscripts.* You will receive and begin the review of submitted manuscripts effective on or about August 1, [year]. As Editor, you will have complete authority to accept or reject manuscripts submitted to you. Your decisions in this area are not subject to review by any officer or employee of the ASA nor by any member of its governance structure.
- (11) *Deputy Editors/Editorial Board.* You are responsible for proposing deputy editors and editorial board members during your term of service. These appointments require the approval of the Committee. The editorial board should be structured to adhere to ASA policy regarding rotation. Editorial board members are typically appointed for a three-year calendar term, with one-third of the board rotating off each year.
- (12) *Journal Production.* Journal production is the responsibility of the ASA Executive Office. This responsibility includes but is not limited to copyediting style (punctuation, spelling, reference format, etc.), typography, cover design, front matter elements and arrangement, length of issue, and production schedules. You, however, will submit finished manuscripts to the printer directly. You may propose a modest cover design change for your term but may not otherwise alter the physical appearance of the Journal without the approval of ASA Executive Office. The ASA Executive Office will not modify substantive content and will consult with the Editor on matters of mutual concern.
- (13) *Budget.* You are responsible for the running of your editorial office, including the purchase of equipment and supplies, payment of editorial staff, etc. All other business affairs, including but not limited to the approval of annual budgets, are the responsibility of the ASA Council and the ASA Executive Office. You are expected to propose a budget for editorial office expenses each year. To assist you in making your initial budget proposal, the ASA Executive Office will provide you with budget guidelines. They will be in contact with you to assist in fine-tuning the initial budget proposal and the allocations of funds for salaries, communications (postage and telephone), and "other" expenses (photocopying, supplies, and miscellaneous). The budget may also include start-up funds for

- purchase of equipment required to establish your editorial office (files, computer equipment, etc.). Appendix 2 provides the budget for the editorial transition year ([year]) as proposed by the outgoing editor and approved by ASA Council. You may propose a modest revision of this budget to be approved by the ASA Executive Officer on behalf of Council. Budget proposals for subsequent years of your term are normally due in October for the next calendar year. You shall not have any authority to enter into, or sign, any agreements on behalf of ASA.
- (14) *Page Allocation.* The approved page allocation for the Journal is [number] pages per volume year. This includes all editorial content, including tables of contents, editorial comments, etc., and excludes advertising pages and the journal cover. You are responsible for adhering to the page allocation during your term as Editor. Any significant alteration (either over or under the allocation) requires the prior approval of the Committee.
- (15) *Transitional Backlog.* Editors have the responsibility of staying within the allocated page limit for their journal. When the journal transitions to a new editorial office, the backlog of accepted manuscripts should fill no more than one issue for quarterly journals, and no more than two issues for bi-monthly journals. The Publications Committee requires annual updates of the size of the backlog to ensure compliance with this mandate.
- (16) *Honorarium.* ASA acknowledges its great indebtedness to the Editors of its journals and their assistants. The payment of an honorarium to Editors is not to be regarded as compensation for their services but rather as a means that may permit them greater freedom in their professional activities. In partial recognition of the valuable service you will give as Editor, the ASA provides an annual honorarium, currently [amount] [if co-editor: (your portion will be \$X)]. This honorarium is paid for each year of the official term of service and is disbursed in March.
- (17) *Termination.* It is expected that you will complete the term as stated, but circumstances could result in early termination. This agreement may be terminated early as follows:
- (a) by your written notice 12 months prior to termination;
  - (b) by mutual agreement between you and the Council with less than 12 months' notice;
  - (c) by the ASA Council, with written notice of at least 12 months, notice unless:
    - (i) you cease to be an ASA member;
    - (ii) you fail to satisfactorily perform your duties;
    - (iii) the financial status of the Journal changes;
  - (d) by either Council or you for a disability that precludes your performance of editorial duties for a prolonged period.
- (18) *Confidentiality.* “Confidential Information” shall mean any business, creative or commercial information of any kind of ASA, its officers, directors, employees,

volunteers and contractors relating to the Journal, including, but not limited to, the plans, business models, policies, publisher reports, subscriber information, commercial and financial information, unpublished content or other proprietary information related to the Journal. Except as permitted by this Agreement, you shall disclose no part of such Confidential Information to anyone except to those who have (i) a need to know the same to accomplish the purposes of this Agreement; (ii) signed an Agreement under which they shall keep confidential such Confidential Information (iii) before receiving access to the Confidential Information, acknowledged its confidential, proprietary and trade secret nature; (iv) agreed to use such Confidential Information only for the purposes of performing their obligations. You may disclose Confidential Information as required to comply with the law or a court or administrative order as long as you give ASA prior written notice sufficient to allow it to seek a protective order or other appropriate remedy. This duty and obligation of confidentiality shall indefinitely survive termination of this Agreement.

- (19) *Arbitration.* ASA and you will attempt to settle any disputes over business or administrative matters in good faith. The parties agree that, if such disputes cannot be otherwise resolved, they shall be settled by arbitration in Washington, DC in accordance with the Commercial Arbitration Rules of the American Arbitration Association.
- (20) *Assignability.* You may not assign or delegate, in whole or in part, your duties under this Agreement without the written consent of the ASA.
- (21) *Miscellaneous.*
- (a) This Agreement shall be governed by and constructed under the laws of the District of Columbia.
  - (b) This Agreement contains the entire understanding of the parties to this Agreement with respect to the subject matter of this Agreement and supersedes all previous written, electronically communicated and oral agreements between the parties with respect to the subject matter set forth herein.
  - (c) This Agreement may not be modified or amended except by an instrument in writing signed by the parties to this Agreement.
  - (d) Your sole and exclusive remedy for any breach or alleged breach of this Agreement by you shall be an action at law to recover such actual damages, if any, as you may actually suffer as a result of any such breach and you hereby irrevocably waive any right to seek and/or obtain injunctive or other equitable relief.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**RETURN ONE COPY OF SIGNED AGREEMENT TO THE ASA EXECUTIVE OFFICE.  
RETAIN ONE COPY FOR YOUR RECORDS.**

Appendix 1: Mission Statement

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[Mission statement]

Appendix 2: Tentative [year] Budget for Incoming Editorial Office (assumes five months of expenses)

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[Budget details]