

**Publishing Agreement Between Mary Ann Liebert, Inc.
and
The Association of Environmental Engineering and Science Professors (AEESP)**

This contract is a binding agreement entered into on 27 November, 2012 (the “Agreement”), by and between Mary Ann Liebert, Inc., a New York Corporation (the “Publisher”) and The Association of Environmental Engineering and Science Professors (“AEESP”), a 501(c)(6) organization. This Agreement shall be effective as of January 1, 2013 (the “Effective Date”).

The Publisher is the publisher of the journal *Environmental Engineering Science* (EES).

1. Ownership of *Environmental Engineering Science*

Publisher owns title and worldwide copyrights to *Environmental Engineering Science* (the “Journal”), including its contents and all print and electronic formats. Manuscripts submitted to the Journal by AEESP become the property of the Publisher upon publication; however, the author or AEESP may revise, adapt, prepare derivative works, present orally or otherwise make use of the contents of the articles submitted, provided that the Journal is acknowledged as the original source. AEESP and author may utilize the contents of the Journal for non-commercial purposes to the extent permitted under principles of “fair use” pursuant to U.S. copyright law, including uses in connection with AEESP’s or author’s educational, research, and scholastic objectives provided that the Publisher grants its prior consent to such use, which consent shall not be unreasonably withheld, conditioned or delayed. No prior permission will be required for materials making up the AEESP Newsletter portion of the journal.

This paragraph shall survive the termination of this Agreement.

2. Official Affiliation

Under this Agreement, AEESP will adopt *Environmental Engineering Science* as its official journal to support AEESP’s broader mission and educational objectives.

The words “Official Journal of The Association of Environmental Engineering and Science Professors,” along with AEESP’s logo, will be incorporated on the cover of the Journal; in the appropriate frontmatter of the Journal; in marketing brochures; in all e-blitzes; on the Journal’s page on Publisher’s website (www.liebertpub.com/ees); and other related materials.

Publisher will provide AEESP with a written summary of the Journal’s growth on an annual basis but at all times prior to the biannual AEESP Education and Research Conference. Said summary will include general information on individual and library subscriptions in the U.S. and overseas; geographical distribution of subscriptions and usage; downloads; number of manuscript submissions; speed of peer review; relative impact factors; advertising; and results of reader surveys, if any. AEESP and the Publisher agree to hold this information confidential and not to disclose to any third parties.

3. Editor-in-Chief and Editorial Board

Domenico Grasso will continue as Editor-in-Chief of EES. However, at such time that he elects to step down and a new Editor-in-Chief is to be named, this will be done by mutual agreement between AEESP Board of Directors (BOD) and the Publisher. The outgoing Editor-in-Chief will work with the Publisher and AEESP Board to identify possible candidates for the position and will assist in the transition. In the event of incapacitation of the outgoing Editor-in-Chief, the Publisher will work with the AEESP President to identify a suitable replacement, who will then be presented to AEESP Board for approval. In the event AEESP Board and the Publisher cannot agree on a suitable Editor-in-Chief, either party may then dissolve this Publishing Agreement upon 4 months' notice, effective at the end of that calendar year.

The Editor-in-Chief will have full independence in determining journal content, with the exception of AEESP-related announcements, position papers, and other content provided from AEESP that is nonscientific in nature.

A majority of members of the EES Editorial Board shall be AEESP members in good standing. While not a strict requirement for Editorial Board membership, the Editor-in-Chief will encourage AEESP membership, seek nominations from AEESP BOD, and take AEESP membership into account in naming members to the EES Editorial Board.

EES editorial board meetings will be held in conjunction with AEESP Education and Research Conference, held once every 2 years. The Publisher will fund an EES editorial board meeting at these meetings, and the Publisher's representative(s) may attend that meeting to report on the status of the journal to the EES editorial board. EES representatives will provide annual reports on the journal status and call-in for AEESP BOD meetings on non-conference years.

4. Frequency of Publication

The Journal is published monthly. Any decision to change the frequency of publication of the Journal will be made solely by the Publisher, in consultation with the Editor-in-Chief and AEESP.

5. Format

The Journal is currently published in an online format. Publisher may conduct periodic and yearly evaluations of the publication format of the Journal. Any change in the Journal format shall be made solely by the Publisher in consultation with the Editor-in-Chief and AEESP.

6. AEESP Branding

The Publisher will put AEESP name and logo on the Journal cover, on the Journal web page with a live hyperlink, in all promotional literature for the Journal – including tens of thousands of promotional flyers that are circulated -- and on over 50,000 e-promotion messages. The Publisher's press releases, which are occasionally translated into Chinese, are picked up by news agencies and print and web-based media all over the world.

EES will run on-line banner announcements of AEESP meetings on a complimentary basis.

7. AEESP-Generated Content

EES will welcome and invite article submissions by AEESP members, which will go through the usual rigorous peer-review process to ensure that the Journal quality is as high as possible. The Editor-in-Chief and Publisher will consult with AEESP leadership to ensure that the instructions for authors and journal description accurately convey and reflect AEESP goals and mission.

EES will catalyze AEESP participation through ongoing news or perspectives columns, a President's message, white papers or other authoritative reports, highlights of AEESPs meetings or other AEESP-related events and topics that AEESP will want to disseminate. The EES Editor-in-Chief will solicit a minimum of one special issue annually from the AEESP membership, targeting the most pertinent topics identified by AEESP. The Publisher agrees to publish this issue subject to peer review, and to distribute policy papers and AEESP announcements to EES subscribers.

8. Presentation of Abstracts from AEESP Meetings

Publisher will publish the abstracts from the AEESP biannual meeting (four to a page) in the online journal at Publisher's prevailing rates, if desired by AEESP. AEESP agrees to comply with Publisher's formatting specifications and deadline requirements for said abstracts. Publisher agrees that its formatting specifications will be consistent with those used by AEESP's printer. Publisher can also deliver the abstracts on a flash drive or in another electronic format at Publisher's prevailing rates.

9. Page Length and Rejection Rate Goals

It is agreed that the EES Editor-in-Chief, editorial board and Publisher will work together to elevate the Journal's impact factor and its overall profile and reputation. To this end, Publisher will make assessments and provide guidelines on the Journal's optimal and/or target rejection rates, as well as the number and nature of manuscripts to be published in each issue. The target goal of the joint effort is to manage the size of peer-reviewed research in the Journal to no more than 100 pages per issue.

10. Journal Access

10.1 All AEESP members (with the exception of sustaining or institutional members) will have free online access to the entire journal archive for a period of 3 months, timing to be mutually agreed upon by AEESP and the Publisher, including over 1800 articles and 19,000 pages. Beginning January 1, 2013, members will be given the option to purchase personal online access to EES at a discounted rate of \$99 per year in the first year, with rate increases to be negotiated thereafter with the AEESP BOD depending upon the increased costs of editing and publishing the Journal, the number of member subscribers, and any increases in the size or frequency of the journal. In the event that the AEESP Board and the Publisher cannot agree to the terms for future

journal membership subscription costs in good faith, either party may terminate this agreement upon 4 months' notice, effective at the end of that calendar year.

10.2 Beginning January 1, 2013, new AEESP members will be entitled to a 1-month trial subscription online.

10.3 Beginning Jan 1, 2013, student members of AEESP will be given the option of online access to the journal at a rate of \$29 per year with rate increases to be negotiated thereafter with the AEESP BOD depending upon the increased costs of editing and publishing the Journal, the number of student subscribers, and any increases in the size or frequency of the journal. In the event that the AEESP Board and the Publisher cannot agree to the terms for future student journal access, either party may terminate this agreement upon 4 months' notice, effective at the end of that calendar year.

10.4 The Publisher will establish a special 'landing page' on its website that will allow AEESP members to subscribe at the discounted prices using a special code.

11. Journal Mailing List

All mailing lists for the Journal, excluding the AEESP membership list, are the sole property of Publisher. The AEESP membership list is the sole property of AEESP and will only be used for the purpose of manuscript solicitation and promotion of the Journal. The Publisher agrees to protect and hold the AEESP membership list as confidential and ensure that it shall not be sold, transferred or otherwise made available to third parties for any purpose other than for manuscript solicitation and promotion of the Journal.

12. AEESP Newsletter

The Publisher will provide typesetting and layout services for the AEESP Newsletter in 2013 and beyond if Publisher's prevailing publication fees are within AEESP's budget, and if a total of at least 75 AEESP members subscribe to the Journal at the society discount rate, or the appropriate institutional rate respectively.

13. Advertising

Publisher shall use commercially reasonable efforts to obtain appropriate banner advertising to be included in the online Journal. Publisher retains the right to sell all advertising to be included in the Journal.

14. Links

Publisher will provide a link from the primary page on Publisher's website that features the Journal (www.liebertpub.com/ees) to the AEESP website. AEESP will promote the Journal on its website to increase Journal exposure in consultation with the Publisher.

15. Trade Shows

AEESP will provide EES with complimentary booth space, if desired by the Publisher, at its meetings, or simple distribution of promotional flyers and access tokens at the meeting registration desk if preferred.

16. Term of the Agreement

Both parties (AEESP and the Publisher) agree that the initial Agreement would be for a term of 5 years, with automatic renewal periods of 5 years unless either party indicates its desire to terminate no later than June 30 of the last year of the Agreement.

17. Early Termination

If either party breaches a material obligation under this Agreement, the party not in breach shall notify the breaching party in writing of the alleged breach, specifying the nature thereof. The parties shall promptly thereafter consult with each other in good faith to agree upon a proposed resolution of the alleged breach and the time within which such resolution is to be achieved. If, within 90 days of receipt of the notice as indicated in the first sentence of this Section 17, the parties cannot agree upon a resolution and time period as contemplated hereby, then either party shall have the option to terminate this Agreement on not less than 30 day notice to the other, after which the parties shall not have any further obligations to the other hereunder.

18. Dispute resolution on matters not directly addressed in this agreement

Issues including, but not limited to, the use of AEESP or EES logos, newsletter publication, journal content, and editorial policy, may arise requiring both parties to come to agreement on practices that are not directly addressed in this agreement. If, after discussion between the two parties, these issues cannot be resolved and early termination is desired, either party may then initiate the procedure described in Section 17 above.

19. Consequences of Termination or Expiration

Upon termination or expiration of this Agreement, all property designated as owned by either party shall be retained by such party exclusively or turned over to the other party if it is in possession of a non-owning party.

20. Notices

All materials submitted to the Publisher by AEESP for inclusion in the Journal shall be delivered to Publisher at the following address:

Susan Jensen
Manager, Editorial Production
Mary Ann Liebert, Inc.

140 Huguenot Street.
New Rochelle, NY 10801

All notices to be provided by AEESP to Publisher shall be sent by overnight delivery service with confirmation of receipt and addressed to:

Vicki Cohn
Executive Vice President & Managing Editor
Mary Ann Liebert, Inc.
140 Huguenot Street.
New Rochelle, NY 10801

All notices to be provided by Publisher to AEESP shall be sent by overnight delivery service with confirmation of receipt and addressed to:

AEESP Business Office (current address to be taken from website)
27236 Edenfield
Wesley Chapel, FL 33544
Phone: 813-973-6969

Publisher and AEESP shall notify each other promptly of any changes in the personnel or addresses listed above. Such notices shall be sent via a traceable delivery system (e.g., UPS or FedEx).

21. Miscellaneous

By signing this Agreement below, both parties agree to all provisions in this Agreement, which constitutes the entirety of the agreement between the parties with respect to the subject matter addressed herein. Any future agreements must be made in writing and agreed to by both parties. This Agreement may be modified only by a written instrument signed on behalf of both parties. Neither party may assign this Agreement without the express written consent of the other party to this Agreement, which consent shall not be unreasonably withheld, except that this prohibition shall not apply in connection with an assignment where a party shall merge into an entity which shall thereafter own all of the assets of such party and shall continue to conduct substantially the same activities as the activities of the original party. Furthermore, by signing this Agreement, the individual signing states that he or she is an authorized party on behalf of the designated organization to enter such agreement. This Agreement will be governed by and interpreted in accordance with the laws of the State of New York and the parties agree that jurisdiction and venue of any dispute shall be in the federal or state courts in New York State.

Publisher and AEESP shall each indemnify, defend and hold harmless the other party, and its members, officers, directors, and agents, from and against any and all losses, claims, damages, liabilities, awards, penalties, injuries, costs and expenses (including without limitation reasonable attorney's fees and costs) arising from third party claims resulting from the indemnifying party's failure to perform its obligations under this agreement, and/or the indemnifying party's violation

of any law, statute, ordinance, order, standard of care, rule or regulation. This indemnity shall survive the termination of this Agreement.

Signed:

Mary Ann Liebert, Inc., publishers



_____ (signature) Vicki Cohn _____ (printed)

Vicki Cohn

Executive Vice President & (title) October 18, 2012 (date)
Managing Editor

The Association of Environmental Engineering and Science Professors



_____ (signature) Mark R. Wiesner _____ (printed)

Mark Wiesner

President, AEESP (title) 27 November 2012 (date)