

Editor Agreement (Journal)

This Packet Includes:

1. General Information
2. Instructions and Checklist
3. Editor Agreement (Journal)

General Information

Editor Agreement (Journal)

This Editor Agreement is between a publishing company and an editor who is experienced in the editing of weekly, bi-weekly or monthly journals. This agreement sets out the terms of the arrangement including the editor's obligations, selection of editorial content for the journal and who will own the rights to the content. It also sets out the term of the agreement and the compensation the editor will be paid.

It is imperative that this business arrangement be clearly set out in writing. A well-written Editor Agreement (Journal) will prove invaluable in the event of miscommunication or disagreements between the publishing company and the editor.

Instructions and Checklist

Editor Agreement (Journal)

- The parties should read the agreement carefully.
- Insert all requested information in the spaces provided on the form.
- This form contains the basic terms and language that should be included in similar agreements.
- This agreement must be signed by the editor and the publishing company.
- Both parties should retain either an original or copy of the signed agreement.
- All legal documents should be kept in a safe location such as a fireproof safe or safe deposit box.

DISCLAIMER:

FindLegalForms, Inc. (“FLF”) is not a law firm and does not provide legal advice. The use of these materials is not a substitute for legal advice. Only an attorney can provide legal advice. An attorney should be consulted for all serious legal matters. No Attorney-Client relationship is created by use of these materials.

THESE MATERIALS ARE PROVIDED “AS-IS.” FLF DOES NOT GIVE ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY OR COMPLETENESS FOR ANY OF THE MATERIALS FOR YOUR PARTICULAR NEEDS. THE MATERIALS ARE USED AT YOUR OWN RISK. IN NO EVENT WILL: I) FLF, ITS AGENTS, PARTNERS, OR AFFILIATES; OR II) THE PROVIDERS, AUTHORS OR PUBLISHERS OF ITS MATERIALS, BE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATE OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER USED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THESE MATERIALS.

EDITOR AGREEMENT (Journal)

THIS AGREEMENT is made effective as of _____ (the “Effective Date”) between _____ (“Editor”) and _____ publishing company (Publisher”), with its principal office located at _____.

Recitals:

- A. Publisher is a publishing company registered under _____ which focuses on publishing weekly, bi-weekly and monthly, professional journals, and is seeking editors to edit articles submitted by third parties; and
- B. Editor desires and is experienced in editing articles concerning such journals.

NOW THEREFORE, in consideration of their mutual promises, and for other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

1. **Appointment:** The Publisher appoints Editor to be the Editor of the _____ Journal for an initial term of one (1) year from the date first written above, unless otherwise terminated hereunder. Renewal terms, if any, shall be for periods of one (1) year if neither party gives written notice to the other at least thirty (30) prior of its intent. Either party may terminate this Agreement on thirty (30) days written notice. This Agreement may also be terminated as provided under Section 11 below.

2. Obligations of the Editor:

- (i) The Editor reports to the Publisher as provided in this Agreement and in accordance with applicable Publisher policies and procedures, if any. The Editor shall have responsibility for the editorial content of the Journal as provided in this Agreement.
- (ii) All information provided by Publisher to Editor, including but not limited to the article(s), are confidential and may not be disclosed to any third party.
- (iii) During the term of this Agreement, the Editor agrees not to engage in or assist others in editing, publishing, or related activities that, in the Publisher’s reasonable judgment, could result in a publication that interferes with or injures the sales of the Journal. Such restriction shall not preclude the Editor from serving on editorial boards of other scientific journals, where such membership might enhance his professional standing and effectiveness as Editor of the Journal, provided that in the opinion of the Publisher such participation does not interfere with or injure the sale of the Journal or otherwise interfere with the Editor’s ability to fulfill his/her responsibilities under this Agreement. During the term of this Agreement, the Editor shall not engage in actions which may constitute an actual, apparent or potential conflict of interest with the mission and activities of the Journal or Publisher, will

follow applicable policies and procedures related to the Journal, and will disclose to the Publisher any such conflicts of interest and any business, financial, and organizational interests and affiliations which are or could be construed to be a conflict of interest.

3. **Compensation.** The Publisher shall provide the Editor with an annual honorarium of \$_____ for editorial work on behalf of the Journal. The honorarium will be paid in equal monthly installments. The honorarium shall be the exclusive and total compensation provided to the Editor. Any and all other Journal related costs and expenses, including any administrative services, travel, *etc.*, incurred by the Editor in the scope of the editorial responsibilities shall be addressed and reimbursed as set forth in the annual budget for the Journal approved by Publisher.
4. **Editorial Control and Content.** The Editor shall be solely responsible for selecting, reviewing, and approving the editorial content of the Journal. The Publisher as the owner of copyright in the Journal and all editorial content published in the Journal, shall have the right of prior review and consultation, if it desires, on any editorial content to be published in the Journal. “Editorial content” shall be understood by the parties to mean all Journal material that is not advertising, including such items as original articles, review articles, case reports, editorials, abstracts, letters, book reviews, and news. The following materials shall not be considered editorial content: Publisher policy statements and current developments information, calendar announcements, front matter (such as instructions to authors and index), supplements and other textual material supplied by the Publisher as a supplement or otherwise.
5. **Ownership Rights.** Editor’s contributions in the performance of his services hereunder are as a “work made for hire” (as such term is understood under the United States copyright laws) specially commissioned by ABC for inclusion in the article(s). ABC shall be deemed to be the “author” and own all rights in and to Editor’s services including, without limitation, all results and proceeds thereof. If it is determined that Editor’s contributions do not constitute a “work made for hire”, as such term is understood under the copyright laws, Editor hereby assigns and transfers to ABC, throughout the world, exclusively and perpetually, all rights of every kind and character in and to all results and proceeds of Editor’s services produced during the term of this Agreement
6. **Representations and Warranties:** The Editor represents and warrants as follows: The Editor has full power and authority to enter into this Agreement and to perform the duties and obligations set forth in this Agreement. No organization or entity for which the Editor works as an employee or contractor shall have any rights in or control over the Editor’s work in the Journal, and the Editor’s personal services on behalf of the Journal as set forth do not violate any agreement between the Editor and any employer or contractor of the Editor. Subject to the Journal’s guidelines for submissions, the Journal will not contain any contributions that the Editor reasonably believes or has reason to know or suspect may infringe upon or violate any copyright, trademark, trade secret, or obligation of confidentiality or other right, or the privacy of others, or contain any libelous matter, or contain such material or matter or instructions that may cause harm or injury to the

Publisher or a third party. The Editor shall treat the terms of this Agreement, and all Journal information and financial reports as confidential. No disclosure of such confidential information shall be made to any third party except upon prior consent of the Publisher. The Editor shall indemnify and hold harmless the Publisher from any loss, damage, or third party claim or cause of action due to the Editor's breach of this Agreement or of these representations and warranties.

7. **Name and Likeness.** Editor grants to Publisher the perpetual non-exclusive right to use and license others to use Editor's name, likeness and biographical material in connection with advertising or publicizing the article, and the material written by Editor in any medium, provided that such use is not in the form of a product or service endorsement, without the specific written consent of Editor in each instance.
8. **Relationship between the Parties.** The relationship of the parties is that of independent contractors, and nothing in this Agreement is intended to create or will be construed as creating between the parties the relationship of joint ventures, co-partners, employer/employee or principal and agent. The Editor shall have no authority to bind or make commitments on behalf of the Publisher without its prior written consent, except in regard to the editorial content of the journal as provided in this agreement.
9. **Insurance and Indemnification.** Notwithstanding anything else in this Agreement, the Publisher represents and warrants that the Editor is an authorized agent of the Publisher for purposes of its insurance coverage and will be covered and protected from claims alleging wrongful acts within the meaning of and in accordance with the applicable policy. In addition, the Publisher agrees to indemnify and hold harmless the Editor from and against any claims, losses, or damages including but not limited to reasonable attorneys' fees incurred by the Editor in connection with this Agreement, except only if caused by the negligence or willful misconduct of the Editor.
10. **Termination:** The Publisher shall be entitled to terminate this Agreement without any further obligation upon written notice to the Editor of at least ____ months if the Publisher should decide to discontinue the publication of the Journal. The Publisher may terminate this Agreement "for cause" which shall include but not be limited to: (i) the death of the Editor, with such termination of the Agreement to be effective immediately, or the onset of a physical or mental disability or illness that prevents the Editor from effectively performing the duties required under this Agreement for a period of thirty (30) consecutive days, unless excused by the Publisher, with such termination to be effective at the end of such thirty (30) day period, or (ii) any conduct by the Editor which in the opinion of the Publisher is a material breach of this Agreement, violates the representations and warranties made under this Agreement, or constitutes dishonest, fraudulent, grossly negligent, or criminal action. Termination for cause must be preceded by written notice to the Editor setting forth the specific nature of the breach and the action or actions necessary, if any, to cure the breach. The Editor shall have thirty (30) days from the effective date of notice to cure the breach if a cure is possible. If the Editor has not cured the breach within this thirty (30) day period or a cure is not possible, the Publisher shall have the right to terminate this Agreement immediately. If the Publisher terminates this Agreement for cause, the Publisher

shall have no further obligation to the Editor after termination. The Publisher may terminate this Agreement without cause upon sixty (60)(day) written notice to the Editor and payment of compensation equal to the amount of one year's honoraria. The Editor may terminate this Agreement for cause upon written notice of at least sixty (60) days, if the Publisher fails to fulfill its obligations under Provision 4 and fails to cure such breach within thirty (30) days of notice. A good faith dispute as to the amount due shall not be deemed such a breach. The Editor also may terminate this Agreement without cause upon sixty (60) days written notice.

11. **Post-Termination.** Upon expiration or termination of this Agreement for any reason, the Publisher shall have the right to appoint a new Editor or to otherwise continue the publication of the Journal without further obligation to the Editor. The Editor shall promptly return to the Publisher all Journal property, including but not limited to contributor manuscripts, lists, records, and documents, and all other materials relating to or in connection with the publication of the Journal in the possession or under the control of the Editor.
12. **Assignment.** The Publisher shall own all copyright in and to the Journal. Therefore, the Editor hereby assigns to the Publisher all right, title, and interests in and to any information or material developed, conceived, written, or created relating to work on behalf of the Journal during the term of service as Editor, including any and all copyrights and all rights subsumed thereunder.
13. **Entire Agreement.** This Agreement represents the entire understanding between the parties and supersedes any contracts, agreements or understanding (oral or written) of the parties with respect to the subject matter hereof. No term of this Agreement may be amended except upon written agreement of both parties, unless otherwise provided in this Agreement.
14. **Waiver.** Failure by either party to insist upon strict compliance with any term of this Agreement in one or more instances will not be deemed to be a waiver of its rights to insist upon such strict compliance with respect to any subsequent failure.
15. **Severability.** If any provision of this Agreement is finally determined to be illegal, invalid, void or unenforceable under any applicable law, then such provision shall be deemed to be deleted and the remaining provisions of this Agreement shall continue in full force and effect and if necessary, be so amended as shall be necessary to give effect to the spirit and intent of this Agreement to the extent possible.
16. **Governing Law.** This Agreement shall be governed by, and construed in accordance with the laws of the State of _____, excluding its conflict of law provisions. Any action to enforce this Agreement, or obtain damages for breach shall be brought before the courts having jurisdiction in the State of _____.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date set forth above.

PUBLISHER

EDITOR

By:
Title:

By:
Title: