

## MEMORANDUM OF AGREEMENT

This Agreement is between the Association of Teacher Educators, 1900 Association Drive, Reston, VA 20191, hereinafter referred to as ATE, and ScarecrowEducation, an imprint of the Rowman & Littlefield Publishing Group, hereinafter referred to as SED, 4501 Forbes Boulevard, Lanham, MD 20706, for the purpose of the two organizations publishing books and other materials under joint imprint. This Agreement becomes effective on the date of signing by both organizations, unless terminated mutually by both parties as outlined below.

### *Responsibilities of ATE:*

1. Propose and solicit titles and authors of books that will serve the needs of ATE's members.
2. Approve all manuscripts for joint imprint before SED initiates production.
3. Forward manuscripts to SED for evaluation as possible publications.
4. Promote and market all books published jointly by ATE and SED, by including them in ATE's direct mail pieces, magazine ads, convention exhibits, and website, indicating SED's address and contact numbers for fulfillment of all orders.
5. Provide a link on ATE's website to SED's website, where all books can be ordered directly.
6. Retain the copyrights for all titles published jointly by ATE and SED, except where author retains copyright.
7. Provide ATE's membership list four times annually to SED for the purpose of marketing.
8. Provide prefaces/forewords, when considered appropriate, to joint imprint books.
9. Transfer the current inventory of books to SED's warehouse in Blue Ridge Summit, Pennsylvania, where all orders for same will be fulfilled.

### *Responsibilities of SED:*

1. Publish all titles mutually agreed upon by ATE and SED, including editing, designing, printing, distributing, warehousing, and maintaining inventory.
2. Determine retail price of each title based upon production costs, after consultation with ATE.
3. File for U.S. Copyrights on all new titles in behalf of ATE.

4. Affix ISBN's to all new titles and sticker appropriately the inventory of ATE titles transferred to SED's warehouse in Blue Ridge Summit, Pennsylvania.
5. Market all titles jointly published by ATE and SED through the normal channels, specifically its direct mail pieces, flyers, catalogs, reviews, website, and appropriate conference exhibits.
6. Provide a link to ATE's website.
7. Provide quarterly sales reports to ATE.
8. Provide semi-annual account and payment of royalties to ATE.
9. Accept and fulfill all orders for books jointly published by ATE and SED.
10. Pay author royalties, unless otherwise specified by ATE, on new titles published under this agreement.

*Financial Arrangement:*

1. SED will pay ATE a royalty of 10 percent and a royalty not to exceed 10% to the author of all revenue received for new books jointly published by ATE and SED. A royalty of 50 percent will be paid to ATE for all books manufactured by ATE but marketed, warehoused, and orders fulfilled and billed by SED.
2. On new books published under this agreement, SED will assume all production costs, including costs for copyediting, designing, typesetting, printing, and binding.
3. SED will also assume all distribution costs, including warehousing, fulfillment, and maintenance of inventory.
4. SED will assume marketing costs incurred in its marketing through catalogs, direct mail pieces, flyers, and conference exhibits.


*Joint Responsibilities:*

1. All titles published by ATE and SED shall carry the joint imprint.
2. Any variation or exception to the terms of this Agreement must be agreed upon in writing by both parties.
3. Either party may request termination of this Agreement upon a six-month written notification, but SED may continue to sell the books it manufactured and has in inventory or ATE shall purchase such books at SED's cost.

4. ATE and SED representatives will confer as necessary to discuss new titles, new editions, revisions to and deletions of existing titles, and other matters of mutual interest.
5. ATE and SED will accord each other the right to review marketing copy in which their organizations are named and referenced.
6. ATE and SED recognize that this Memorandum of Agreement cannot include every nuance or interpretation, and when identified, the two parties shall confer to reach further agreement.
7. ATE and SED and their representatives shall keep the details of this Memorandum of Agreement in complete confidence and shall not discuss with third parties.
8. This Agreement shall be deemed made in, and shall be in all respects interpreted, construed, and governed by the laws of the State of Maryland, and the parties agree to litigate any controversy, claim or dispute arising out of or in connection with this Agreement or breach thereof solely in the Supreme Court of Maryland, which parties agree shall have exclusive jurisdiction to which the parties hereby submit.

By evidence of the signatures of the appropriate officers below, this Agreement becomes effective 9/17/04, 2004.

For ATE:

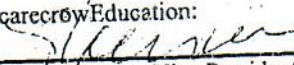


David Ritchey, Executive Director

Date:

9/17/04

For Scarecrow Education:



Thomas F. Koerner, Vice President & Editorial Director

Date:

9/17/04