

ROWMAN & LITTLEFIELD PUBLISHERS, INC.

4501 Forbes Boulevard, Suite 200, Lanham, MD 20706

COPUBLISHING AGREEMENT

Dated May 6, 2024

The Association of Teacher Educators (ATE) and Rowman & Littlefield Publishers (R&L) hereby agree to the following terms and conditions in connection with their copublishing program.

I. Publication, Distribution, and Rights

1. ATE hereby agrees that R&L shall be its exclusive book publisher and distributor. All sales shall be through R&L. ATE reserves the right to publish products other than books, but R&L shall have the right of first refusal for all book projects. Should R&L refuse a book project, then ATE shall have the right to publish such projects itself or with another publisher.
2. R&L agrees to publish within the ATE book Series any title it accepts coming to it via the ATE staff.
3. ATE hereby grants and assigns to R&L all rights to publish and market the Series throughout the world and in all languages and in all formats. These rights shall include the right to sell subsidiary rights such as audio adaptations and translations. R&L shall own all rights during the terms of copyrights and all renewals and extensions thereof.

II. Series Development

1. ATE agrees to acquire proposals for books that pertain broadly to its mission. ATE agrees to obtain and send to R&L substantive, thorough, and expert reviews of all proposals and manuscripts for Works in the series. The goal shall be to send at least three proposals a year.
2. R&L may add titles to the series where appropriate if said titles are in line with the series content and if both the proposals and manuscripts are approved by ATE.
3. R&L shall offer to authors its standard author contract for all books in the series it accepts and agrees to professionally edit and publish at its own expense books in the series in such style, manner, and price as it deems best suited to the sale thereof. Inventory and rights to books published in the series shall be the property of R&L.

III. Marketing

1. R&L agrees to actively promote the Series to members of ATE and other interested scholars, professionals, and students.
2. ATE agrees to provide R&L with its membership list in a timely fashion upon request to facilitate said marketing efforts.
3. R&L agrees to offer ATE members a 20% discount on all books in the Series.
4. R&L further agrees to offer ATE members a greater discount period at least once every twelve months. During that extended discount period, ATE will send at least one email blast to its members publicizing their greater savings opportunity.
5. R&L agrees to prominently display the ATE name and logo on all books published in Series.
6. ATE agrees to provide R&L with gratis advertising space in their newsletter at least six times annually [clause can be modified based on ATE's publication options]. Such advertising shall be devoted to ATE books. R&L shall produce and bear the cost of producing camera-ready artwork for its gratis advertisements.
7. ATE shall include R&L titles published in the series in at least six gratis e-mail campaigns per year. R&L shall provide ATE lists of recent and forthcoming titles with relevant publication information, cover images, and any other available materials that may help with such promotions.
8. Should ATE and R&L agree that exhibiting at ATE's conference is mutually beneficial and desirable, ATE agrees to provide R&L with a gratis booth.

IV. Royalties

1. R&L agrees to pay ATE a royalty of 3% net sales for titles it acquires and 1.5% on titles acquired by R&L. R&L shall also pay a royalty of 10% net sales to the author on books published by R&L in the ATE series.
2. R&L agrees to pay a royalty of 50% for all subsidiary rights exercised for books it publishes in the series. The 50% shall be divided as follows: 17% to ATE and 33% to the author.
3. These royalties shall be paid on June 30 of each year following publication with annual statements of account as of the preceding December 31. Each statement shall be accompanied by payment of all sums due thereon, including proceeds from the sale of any subsidiary rights. In reporting sales the Publisher may withhold a reasonable reserve for future returns. If in any annual period the total payments due are less than \$50.00, the Publisher may defer the rendering of statements and payments until such time as the sum of \$50.00 or more shall be due.

V. Discounts and Complimentary Copies

1. Should ATE wish to purchase copies of any book in its series, whether distributed titles, reprints, or new titles, R&L agrees to offer ATE a 50% discount. These sales shall be royalty-exclusive.
2. R&L agrees to provide ATE with ten (10) free copies of all new titles it publishes in the series.

VI. Term, Assigns, and Law

1. This Agreement replaces the Copublishing Agreement between ATE and R&L signed on August 17, 2004.
2. This Agreement shall be effective beginning May 13, 2024, and shall be valid until terminated by either party. Termination or amendment by either party shall require six months written notice.
3. If the Agreement is terminated, all stock shall remain with R&L. R&L shall own the rights to any titles it published in perpetuity.
4. ATE may, upon written notice to R&L, assign its rights to receive any amounts which may become payable out of its royalty account.
5. R&L may assign this Agreement or any interest herein to any person or legal entity.
6. This Agreement constitutes the complete understanding of both parties and no representation other than is contained herein shall be binding on either party. No alteration, modification, or waiver of any provision hereof shall be valid unless in writing and signed by both parties.
7. This Agreement shall be binding upon and inure to the benefit of the parties hereto, heirs, and personal representatives, successors, and assigns of both ATE and R&L.
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 the breach thereof solely in the Circuit Court for Prince George's County, Maryland, which the parties agree shall have exclusive jurisdiction to which the parties hereby submit.

AGREED TO:

By _____
Rowman & Littlefield Publishers, Inc.

Date: _____

By: _____
Association of Teacher Educators

Date: _____