

**AGREEMENT TO PUBLISH IN THE
ASTRONOMICAL SOCIETY of the PACIFIC CONFERENCE SERIES**

Contract No. 2016-XXX
XXXXXX XX, 2016

This Agreement to Publish in the ASP Conference Series, hereafter called the "Contract," is to publish a Volume as part of the Astronomical Society of the Pacific Conference Series (ASPCS) in accordance with the terms set forth as follows:

1. PARTIES:

This Contract is by and between the following parties:

A. EDITOR:

The lead editor and single point of contact for the Volume will be:

Name:
Institution:
Address:
Phone number:
Email:

B. PUBLISHER:

The Volume will be published by:

Astronomical Society of the Pacific (ASP)
390 Ashton Avenue
San Francisco, California 94112-1722

The Publisher will be represented by:

Joseph Jensen
ASPCS Managing Editor
MS 179, 800 W. University Parkway, Orem, UT 94058-5999 USA
(801)863-8804
jjensen@aspbooks.org

All correspondence from the Publisher will go to the Editor listed in 1.A above. Any changes to the Editor must be requested in writing.

2. DEFINITIONS:

Terms used in this Contract are defined as follows:

A. CONFERENCE:

This term refers to the scientific meeting, conference, or workshop, the proceedings of which are to be recorded in the Volume. If the volume to be published is not clearly identified with a specific meeting, then the date of the Conference referred to in the Schedule will be the date at the top of this Contract.

Conference title:

Conference location:

Conference dates:

Host or sponsoring institution:

B. EDITOR:

The person listed in item 1.A above; the party responsible for assembling all papers, images, information, data, etc., to form the Manuscript, in a form suitable for publication.

C. PUBLISHER:

The Astronomical Society of the Pacific (ASP); the party responsible for producing the Volume in print and/or electronic form, and issuing it to the public.

D. PRINTER:

The company contracted by the Publisher to produce any physical (paper) copies of the Volume.

E. MANUSCRIPT:

The collection of papers and other materials assembled by the Editor and submitted to the Publisher prior to submission to the Printer.

F. SUBMISSION:

The first complete version of the Manuscript submitted by the Editor to the Publisher that meets all the requirements, including all articles combined into one complete Manuscript, ready to be prepared for printing by the Publisher. Submission is not considered complete until the Manuscript successfully compiles, as determined by the Publication Manager, on the Publisher server.

G. PROOF:

The Manuscript after it has been submitted to the Printer and made ready for printing, or any electronic version of the Manuscript that is ready for final review prior to being posted for public access.

H. VOLUME:

The finished and published book.

I. ESTIMATED COST:

The estimated value of this Contract in U.S. dollars as of the date at the top of this document, based on the Editor’s estimates of the number of volumes to be ordered, the estimated number of pages, the estimated shipping costs, and so forth.

J. FINAL COST:

The final contract Cost in U.S. dollars will be determined at the time the Proofs are approved for publication and the order is placed with the Printer.

3. SCHEDULE:

| Schedule Milestone | Date |
|---|---|
| Contract start | The date at the top of this document |
| Last day of Conference | |
| Submission | (120 days after the last day of the conference) |
| Print-ready Manuscript, corrections completed | (150 days after the last day of the conference) |
| Approval of Proofs for publication by Editor | (170 days after the last day of the conference) |
| Contract completion, Volume delivery | (approximately 200 days after the conference) |

4. COPYRIGHT:

The copyright of the Volume and all materials therein will be vested in the ASP. Abstracts may be published by the authors or Editor, but entire papers or Volumes may not be published elsewhere for a period of two years. Individual papers may only be reproduced elsewhere with permission from the Publisher. Authors may distribute pre-prints of their individual articles.

The Publisher requires that all signed Publication Agreement and Copyright Assignment forms (signed by each author for each individual contributed paper, and signed by the copyright holder for each photograph) be received by the Publisher before the Volume is sent to the Printer. Signed Permission to Use forms must be received for materials (e.g., figures) previously published elsewhere.

5. EDITOR’S DUTIES AND REQUIREMENTS:

The Editor’s duties toward publishing the Manuscript shall consist of the following:

- A. Determining the number of pages in the Manuscript to within 50 pages. This number must not be less than 200 pages or more than 850 pages unless permission is obtained from the Publisher in writing in advance.

ASP Conference Series Volumes are priced by numbers of books sold, rather than pages printed. To ensure that Publisher costs are met, the Editor must guarantee that a minimum number of Volumes will be sold to conference participants or to the

conference itself, according to the following guidelines:

30 to 100 copies = 450 pages maximum
101 to 150 copies = 600 pages maximum
151 to 200 copies = 750 pages maximum
over 200 copies = 850 pages maximum

These guidelines are approximate due to the complex interaction of book length, number of copies ordered, and printing technology used. The Publisher will provide the Editor with accurate pricing information and printing options at the time of submission.

The estimated number of Volumes to be ordered for this conference is _____. If the minimum number of volumes is not met at the time the final order for the Printer is made, the Publisher reserves the right to increase the price per volume or cancel publication of the Volume, at its sole discretion. Extra Volumes, beyond the number listed above, may be ordered at the price shown in item 6.D as long as the order is placed before the final, corrected Proof is approved for printing by the Editor.

The estimated page length of the book will be _____ pages.

- B. Assembling and compiling all materials from conference participants into one single Manuscript, ready for publication.
- C. Assuring that all materials are scientifically and technically worthy of publication.
- D. Assuring that all formatting and editorial requirements for the text and figures are met. The Editor may pay the Publisher to do formatting, editorial, or technical corrections at a rate of \$35 USD per hour, at the discretion of the Publisher, with the understanding that, due to limited technical staff, the publication date may be delayed. The Publisher may offer to complete well-defined tasks at a lower or fixed price at the Editor's request.
- E. Submitting the Manuscript to the Publisher by the date listed in the Schedule (Submission). The Manuscript must have all articles compiled into one complete, correctly-formatted document that is ready to print. Editor must submit the electronic $L^A T_E X$ source with all included files (i.e., style files, figures, text, etc.) that compiles correctly into one continuous Manuscript as a PDF file on the Publisher's computer server. Editor may pay the Publisher for $L^A T_E X$ support at a rate of \$35 USD per hour, at the discretion of the Publisher.
- F. Providing the front cover image and back cover synopsis with submission of the Manuscript.
- G. Providing a list of the current e-mail addresses, mailing addresses, and phone numbers

of all Conference participants receiving a Volume to the Publisher in the format specified by Publisher at the time the Manuscript is submitted. This list will be used by the Publisher to determine the exact number of Volumes to be ordered, to give participants electronic access to the Volume, and to ship the Volume. Excel and text formats for the list are provided at www.aspbooks.org/step1_getting_started/#1.3.1.

- H. Reconciling all problems with the Manuscript following the Publisher's aesthetic review that relate to the material in the Manuscript and its compilation. The Editor may pay the Publisher to reconcile these problems at a rate of \$35 USD per hour, at the discretion of the Publisher.
- I. All other duties associated with delivering a publishable Manuscript to the Publisher.
- J. Gathering signed Publication Agreement and Copyright Assignment forms and Permission to Use Forms (for figures which have been previously published) from all authors and mailing those to the Publisher before the Volume is printed.
- K. Reviewing the Proof and providing the Publisher with a list of corrections, if any. At the Proof stage all technical corrections (for problems generated by the publisher or printer) will be made by the Publisher free of charge. Editorial corrections or changes will be billed at a rate of \$50 USD per page changed. Editors are encouraged to make all editorial corrections during the review process, before the Manuscript is sent to the printer and the final Proof is generated.
- L. Certifying that the published Volume is acceptable before copies are shipped.
- M. Seeing that the Publisher is paid all monies owed.

6. PUBLISHER'S DUTIES AND REQUIREMENTS:

The Publisher's duties toward publishing the Volume shall consist of the following:

- A. Printing the specified number of Volumes in a clean and professional manner. The book trim size shall be 6 x 9 inches, which is a 10% reduction over an 8.5 x 11 inch format.
- B. Checking the overall aesthetic arrangement of the Volume.
- C. Reconciling all issues or problems dealing with the printing of the Volume.
- D. Establishing the price of a Volume. The price of this Volume to Conference participants who agree to purchase the Volume before it is printed shall be according to the following schedule.

30 to 100 copies = \$65.00 USD per copy
101 to 150 copies = \$63.00 USD per copy

151 and up = \$60.00 USD per copy

Conference organizers who wish to purchase electronic access to the volume instead of a physical copy of the printed volume may do so for \$40 USD per participant. Minimum order limits apply to electronic or mixed electronic and print volume purchases.

The price to all others shall be established by the ASP.

- E. Contracting with the Printer to print and ship the Volume.
- F. Submitting the Volume bibliographic data and abstracts to the Astrophysical Data System (ADS).
- G. Posting an electronic version of the Volume on the <http://www.aspbooks.org> web site and maintaining it there for 1 year or until such time as it is considered public domain. Accessibility to the electronic version of the Volume will be limited to conference participants, libraries with standing orders or subscriptions, and others who purchase a printed Volume or electronic access to the Volume or articles therein. After one year the Volume will be posted on ADS and will become accessible to the public free of charge.
- H. Marketing the Volume to libraries and professionals as part of the ASP Conference Series.
- I. Providing each Editor with 2 free complimentary copies of the printed Volume. These Volumes will be shipped to the address in item 1.4, unless otherwise specified by the Editor in writing.
- J. All other duties associated with the physical and electronic manufacturing of the Volume, including coordination with the Printer.

7. OPTIONAL SERVICES:

- A. Color Cover:
A color image on the front cover may be purchased at a cost of \$1,000 USD.
- B. Color figures:
Color figures (or pages) may be purchased at a cost of \$300 USD per page. Depending on the length of the book and the number of color figures, it may be less expensive to print the book in full color. Prices for a full-color volume, using a digital ink-jet printer, will be the same as black and white but will not include a color cover.

Color printing charges may be covered by the conference organizers or passed on to authors or conference participants at the Editor's discretion.

- C. Electronic book options:
Editors may include a set of papers in the electronic version of the book, but not in the printed edition (e.g., poster contributions). The Publisher will treat these additional contributions as regular papers, subjecting them to the same formatting, style, and aesthetic review requirements as the rest of the Volume. The Publisher will include these papers in the submission to the NASA ADS archives (unless the Editor requests otherwise) and assign a unique page number indicating its status as part of the electronic publication only (e.g., a “P” for a poster contribution). Electronic-only papers may be added for \$25 USD per paper.

8. SHIPPING COSTS:

The Editor will be responsible for determining the method of shipping and for paying all shipping charges at the rates given in the ASPCS Shipping Addendum attached to this contract.

Exact shipping methods and costs will be specified in the mailing list which the Editor submits to the Publisher at the time they approve the final Proofs for publication.

Editors or recipient will be responsible for the individual book distribution at destination when multiple books are sent to a single address.

For bulk shipments, Editors will be responsible for supplying package recipients with their distribution list.

9. TOTAL COST, PAYMENT AND BILLING:

- A. FINAL (or TOTAL) COST:
The exact cost of producing the Volume shall be determined when the final Proofs are accepted for publication by the Editor and the Publisher negotiates a contract with the Printer. The final cost shall be determined according to the guidelines of this Contract as defined in Sections 5, 6, 7 and 8. *Publishing costs change with time. The final price and/or pricing structure of this Contract, including shipping costs, may be revised at the discretion of the Publisher.*
- B. DEPOSIT:
The Editor (or designee) shall pay a deposit of 15% of the total Estimated Cost or \$1000 USD, whichever is smaller, within two weeks of the last day of the Conference as specified in the Schedule. If no Conference date is specified in the Schedule, the deposit will be due within two weeks of the date at the top of the Contract.
- C. PRICE REDUCTIONS:
If the Publication Manager determines that the Manuscript has been received and successfully compiled on the ASPCS server before the Submission date in the Schedule,

the Editor will be entitled to a price reduction of 10% off the final cost of books. The 10% price reduction will be based on the cost per book and total number of books ordered. It does not apply to shipping or any other additional optional costs.

- D. All monies owed will be due to the Publisher within 30 calendar days of receiving an invoice. Delays in payment beyond 30 days will result in late penalties of 5% annual interest.

Organization to be billed:

Name of contact person:

Address:

Phone:

Email:

- E. Payment may be made using one of the following methods:

1. **CHECK:**

If paying by check, it shall be sent to:

ASTRONOMICAL SOCIETY OF THE PACIFIC
390 ASHTON AVENUE
SAN FRANCISCO, CALIFORNIA 94112-1722
ATTN: PERRY TANKEH
415-337-1100, Ext. 123

2. **BANK TRANSFER:**

3. **CREDIT CARD:**

10. TERMINATION FOR CONVENIENCE:

- A. The Publisher reserves the right to terminate this Contract for any reason if the Editor does not submit a Manuscript that meets all the requirements within one calendar year of the date of the Conference specified in the Schedule. The Editor will forfeit the Deposit if the Publisher terminates the Contract for convenience after one year. The Editor will not hold the Publisher liable for any damages sustained because of the termination of the Contract under this clause.
- B. The Editor may terminate this Contract for convenience at any time before the final approval of the Proofs and placement of the order with the Printer. The Editor will forfeit the Deposit. Following the placement of the order with the Printer, Editor will be liable for the full total cost of the Contract.

AS WITNESS THE HAND OF THE:

EDITOR:

Signature _____

Print Name _____

Date _____

PARTY RESPONSIBLE FOR PAYMENT:

Signature _____

Print Name _____

Date _____

PUBLISHER:

ASTRONOMICAL SOCIETY OF THE PACIFIC (ASP)

By _____
Joseph B. Jensen, ASPCS Managing Editor

Date _____

ASPCS Shipping Addendum

(Prices as of May 1, 2009)

| | # of books to one address | Cost per book | Est. Delivery Time | Tracking |
|----------------------|---------------------------|---------------|--------------------|----------|
| UNITED STATES | | | | |
| USPS Media Mail | 1 | \$8.00 | 5-12 days | No |
| USPS Media Mail | 2-4 | \$5.00 | 5-12 days | No |
| UPS Ground | 1-4 | \$15.00 | 4-8 days | Yes |
| UPS Ground | 5 plus | \$5.00 | 4-8 days | Yes |
| INTERNATIONAL | | | | |
| IMS Standard | 1-9 | \$18.00 | 10-20 days | No |
| UPS International | 10 plus | \$13.00 | 6-10 days | Yes |

- Please note that bulk shipments that include tracking (UPS International) tend to get flagged by customs much more often than shipments without and could result in extra charges beyond our control. These charges are the responsibility of the shipment recipients. ASPCS is not responsible for customs fees or taxes required at the time of delivery.
- Books greater than 600 pages may cost more due to increased weight. Estimates for larger books can be given upon request.
- UPS International shipments to zones covering Eastern Europe, Peru, and Venezuela have higher shipping prices. Please add \$5.00 per book when shipping to these areas.
- Actual methods and rates will be billed according to current offerings at time of publication.
- Every effort will be made to ensure that books will arrive according to the specified delivery times shown. However, these times are only estimates and ASPCS is not responsible for delays that may occur during the packing/shipping process.