
European Review of Agricultural Economics

EDITORS' CONTRACT

AGREEMENT BETWEEN

- (1) **THE EDITORS**
- (2) **THE EAAEP FOUNDATION**
- (3) **THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD TRADING AS OXFORD UNIVERSITY PRESS** of Great Clarendon Street, Oxford OX2 6DP, England ("Publisher").

WHEREAS

- A. The Publisher and the Foundation produce a journal entitled *European Review of Agricultural Economics* ("the Journal").
- B. The Publisher and the Foundation have agreed to appoint the Editors, and the Editors have agreed to act, as editors of the Journal on the terms and conditions of this Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1 APPOINTMENT AND TERM

- 1.1 Subject to Clause 5, the Publisher and the Foundation hereby appoint the Editors as editors of the Journal each for the fixed term set out next to their name below (their "period of office"):

[names editors]

- 1.2 On the termination of an Editor's period of office or on termination in accordance with the terms of Clause 5:
 - 1.2.1 The retiring Editor shall, subject to any liabilities accrued up to the date of termination, have no further obligations under this Agreement;
 - 1.2.2 The Publisher and the Foundation shall appoint a replacement Editor (in accordance with the procedures set out in Schedule IV) who shall be appointed conditional on his/her signing an Adherence Agreement, which shall be substantially in the form annexed as Schedule V, by which he/she agrees, in consideration of such appointment,

to assume all the obligations of the departing Editor.

1.2.3 The Adherence Agreement referred to in Clause 1.2.2 shall be appended to and shall become part of this Agreement and accordingly references to Editors in this Agreement shall mean the editors from time to time of the Journal including any editors appointed pursuant to Clause 1.2.2.

1.3 The Editors shall maintain an editorial board consisting of no less than 15 and no more than 35 persons, not including the Editors and the book review editor, eminent in the discipline covered by the Journal and willing to assist in the refereeing of contributions, and shall thereafter during the term of their appointment hereunder so appoint such new or replacement members of the editorial board as may be required. The book review editor shall be a member of the editorial board. The members of the editorial board shall not receive any remuneration for their services but shall each be entitled to receive a free copy of each issue of the Journal. The Editors shall inform the Publisher and the Foundation of any change to the editorial board.

1.4 The Editors shall appoint new book review editors as necessary and after consultation with the Publisher and the Foundation.

2 THE JOURNAL

Design, appearance and marketing

2.1 The Publisher and the Foundation shall have entire control of the appearance, design, format, frequency, length, price, marketing, distribution, and finances of the Journal, subject to a separate publishing agreement, but where requested by the Publisher the Editors shall advise the Publisher on such matters, and on any improvements or changes that might be made thereto. The Editors shall in particular make suggestions as to the marketing approach to be adopted by the Publisher, where requested, and inform the Publisher of any relevant meetings or conferences at which the Journal might be promoted.

Production Schedule

2.2 The Editors shall make all reasonable efforts to keep to the production schedule as detailed in Schedule II which shall be modified from time to time by agreement between the parties. If for any reason the Editors are more than 4 weeks behind the schedule for submission of material then they shall inform the Publisher and the Foundation and propose a solution to recover from the delay.

Intellectual Property Rights

- 2.3 All intellectual property rights in the Journal shall be owned by the Publisher and/or the Foundation in accordance with a separate publishing agreement, and the Editors shall not by reason of their appointment acquire any rights in the Journal. Authors shall be required to complete in advance of publication a written exclusive licence in a form satisfactory to the Publisher, in favour of the Publisher, of the copyright in all written contributions or other works received or obtained by the Editors for publication in the Journal. The Publisher reserves the right to refuse to publish any contribution submitted for publication by the Editors if such a licence has not been received by the Publisher.

Use of Publisher's software

- 2.4 The Editors are granted for the term of this Agreement a non-exclusive, non transferable royalty-free licence to use the manuscript tracking software provided by the Publisher for the purpose only of performing their duties under this Agreement. In relation to such use:

2.4.1 the Editors shall provide to the Publisher on request a copy of any databases or other works created or maintained by the Editors;

2.4.2 on termination of this Agreement for any reason, the Editors shall transfer to the Publisher all electronic files created or maintained by them for the purpose of the Journal;

2.4.3 in accordance with Clause 2.3, all rights in any database or other work created by the Editors in the course of carrying out their duties under this Agreement, including, but not limited to assembling and maintaining a database of contributors and reviewers for the Journal shall be owned by the Publisher and the Foundation.

3 THE CONTENTS

- 3.1 The scope of the Journal may be changed only with the agreement of all parties. The Editors shall deliver to the Publisher type-written and digital copy and all necessary art work for publication in each issue of the Journal in accordance with the requirements as to number and length of contributions and copy deadlines set out in Schedules I and II, as amended from time to time by agreement between the parties.

- 3.2 The Editors shall use their best endeavours to ensure that all contributions submitted to the Publisher for publication in the Journal:
- 3.2.1 are of good quality, relevant and in good English;
 - 3.2.2 are original, have not already been published in whole or substantial part, except in working paper series, and do not infringe the copyright or other property rights of any other person;
 - 3.2.3 do not contain any scandalous, libellous, obscene, unlawful or otherwise objectionable material; and
 - 3.2.4 conform to the Instructions to Authors drawn up by the Publisher in consultation with the Editors as amended from time to time.
- 3.3 Without prejudice to the generality of Clause 3.2 the Editors shall as soon as possible bring to the Publisher's attention any matter contained in any contributions submitted for publication in the Journal that they believe may not comply with the requirements of that Clause.
- 3.4 The Editors shall be responsible for having all contributions to the Journal reviewed by referees eminent in the relevant field, prior to publication in the Journal. Each of the editors undertakes to pass to another editor or member of the editorial board of the Journal, for assessment and decision, any manuscript for which he/she has, or could be perceived to have, a conflict of interest.
- 3.5 The Publisher shall have the right at its sole discretion at any time to refuse to publish the whole or any part of any contribution submitted by the Editors for publication in the Journal and shall if requested by the Editors provide a reason.
- 3.6 The Editors shall make all reasonable efforts to process submissions quickly. The Editors shall use the manuscript tracking software provided by the Publisher and shall not process any submissions outside of this software.
- 3.7 The Editors shall follow the procedures to avoid a conflict of interest in accordance with Schedule III.

4 EDITOR'S REMUNERATION AND EXPENSES

4.1 The Publisher shall pay the Editors an honorarium in each year, which shall be €12,000 (euros) in 2012, and which shall be divided equally between the Editors or otherwise divided between them as agreed by the Editors. The honorarium shall be paid by monthly instalments. This honorarium will be reviewed at the end of each calendar year and unless otherwise agreed it shall be increased in line with any increase in the Harmonized Index of Consumer Prices of the European Union (EU-27) as published by the European Central Bank (or any index that replaces it) over the preceding 12 months. In the event of any overlap between the term of a retiring Editor and the term of a replacement Editor, such overlap shall not affect the level of the honorarium. In the event that an Editor's appointment is terminated mid-year and/or a new editor is appointed mid-year, the honorarium shall be divided between the Editors and any new editors either:

4.1.1 pro-rata according to the length of each Editor's and any new editor's appointment during the relevant year; or

4.1.2 as otherwise agreed between the Editors and any new editor.

4.2 The honorarium paid to the Editors(s) shall be supplemented by an additional amount to reflect the number of pages published above 800 pages in the prior year - i.e. the honorarium for 2013 shall take into account the number of pages above 800 published in 2012. The supplementary amount shall be €10 per additional page above 800 pages. The supplementary amount shall only be made in relation to pages within the page budget that is agreed in advance between the Publisher and the Editors as part of the annual page budget review, and shall not take into account supplement pages. No supplementary amount shall be paid if the Editors have missed any of the prior year's copy deadlines. No supplementary payment shall be paid in 2012.

4.3 In addition to the honorarium, the Publisher shall pay to the Editors an annual royalty which shall be an amount equal to 10% of the total revenue of the Journal in each volume year. The royalty shall be divided equally between the Editors or otherwise divided between them as agreed by the Editors. The royalty shall be paid within 3 months of the end of the year it relates to. In the event of any overlap between the term of a retiring Editor and the term of a replacement Editor, such overlap shall not affect the level of the royalty. In the event that an

Editor's appointment is terminated mid-year and/or a new editor is appointed mid-year, the royalty shall be divided between the Editors and any new editors either

4.3.1 pro-rata according to the length of each Editor's and any new editor's appointment during the relevant year; or

4.3.2 as otherwise agreed between the Editors and any new editor.

4.4 The Publisher shall provide the Editors with and shall pay the costs of manuscript tracking software as detailed in Clause 2.4. In addition, the Publisher shall provide the Editors with and shall pay the costs of administrative support for processing submissions and running the editorial office. The administrative support shall be provided remotely by freelance staff contracted and paid for by the Publisher. For the avoidance of doubt, it is agreed by the parties that no expenses shall be paid to the Editors by the Publisher.

4.5 In the event of any disagreement between the Editors regarding the division of the honorarium or the royalty between them, the Foundation shall decide on the division between the Editors.

5 TERMINATION

5.1 The Foundation in agreement with the Publisher shall be entitled at any time by serving written notice on one or more of the Editors to terminate their appointments hereunder with immediate effect in any of the following events:

5.1.1 an Editor commits any serious or persistent breach of the terms of his/her appointment or, in the case of a breach capable of remedy, fails to remedy such breach within 30 days of being required to do so by the Foundation or the Publisher and the breach has not been remedied by the other Editor(s). In the case of a serious or persistent failure to keep to the production schedule, the Editors shall be deemed jointly responsible and the Foundation in agreement with the Publisher shall be entitled to terminate the appointments of all the Editors;

5.1.2 an Editor is guilty of dishonesty, serious misconduct, incompetence, wilful neglect of his/her duties, or does anything that in any way damages or threatens to damage the reputation of the Journal or the Foundation or the Publisher; or

- 5.1.3 an Editor is or becomes, through illness, injury or otherwise, incapable of performing the whole or any substantial part of his/her duties hereunder for any material time.
- 5.2 This Agreement shall run coterminously with the publishing agreement dated 26 October 2011 between the Foundation and the Publisher for publication of the Journal. If for any reason the publishing agreement terminates, then this Agreement shall automatically terminate at the same time.
- 5.3 The Foundation in agreement with the Publisher shall be entitled to terminate this Agreement in respect of the appointment of any or all of the Editors from time to time provided it has given to the relevant Editor(s) at least 12 months prior notice in writing.
- 5.4 On expiry or termination of an Editor's appointment for any reason:
- 5.4.1 the Foundation and the Publisher shall cease to have any liability towards the Editor;
- 5.4.2 the Editor shall immediately cease to hold himself/herself out as editor of the Journal, and shall deliver up to the other Editors or to the Publisher any relevant files for the editorial process of the Journal.
- 5.5 Prior to termination of an Editor's appointment, the Editors shall follow the procedures for appointing new or replacement Editors in accordance with Schedule IV resulting in a priority list of candidates for the replacement Editor.

6 NON COMPETITION

- 6.1 The Editors shall not during their appointment hereunder without the Foundation's and the Publisher's consent act as editor of any publication that might be regarded as in actual or potential competition with the Journal.

7 ANNUAL REPORT

- 7.1 The Editors shall submit annually to the Publisher and the Foundation a report on the performance of the editorial process using reports provided by the manuscript tracking software.

7.2 The Editors shall include in the annual report any changes over the previous year to the composition of the editorial board and the performance of the book review editor.

8 GENERAL

8.1 This Agreement constitutes the entire agreement between the parties in relation to the subject matter hereof and shall supersede all previous communications, representations, agreements or understandings, either oral or written between the parties.

8.2 If any term condition or other provision of this Agreement is held to be invalid void or unenforceable or to render this Agreement or any part of it void or unenforceable then that provision shall be severable from the remaining terms conditions and provisions of this Agreement which will continue in force and be construed as if such provision had never been contained in this Agreement.

8.3 This Agreement shall not be amended, varied or supplemented except in writing signed by the Editors and the duly authorised representatives of the Foundation and the Publisher.

8.4 This Agreement is subject to English Law and the parties submit to the non-exclusive jurisdiction of the English courts.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first mentioned above

Agreed on behalf of the Foundation by:

Agreed on behalf of the Publisher by:

Agreed by the editors:

SCHEDULE I

SEE CLAUSE 3.1: DESCRIPTION OF THE JOURNAL

Subject matter:

Economic issues within the broad subject matter of agriculture and food production, consumption and trade, rural development, and resource use and conservation.

SCHEDULE II
SEE CLAUSES 2.2 AND 3.1: PRODUCTION SCHEDULE

Volume 39 (2012)

	Issue 1	Issue 2	Issue 3	Issue 4	Issue 5
<u>Final copy due to Publisher</u>	18 Oct 11	20 Dec 11	20 Mar 12	22 May 12	21 Aug 12
<u>Final proofs due to Editors and authors</u>	15 Nov 11	31 Jan 12	17 Apr 12	19 Jun 12	18 Sep 12
<u>Final corrected proofs due to Publisher</u>	22 Nov 11	7 Feb 12	24 Apr 12	26 Jun 12	25 Sep 12
<u>Issue published online</u>	10 Jan 12	13 Mar 12	5 Jun 12	7 Aug 12	6 Nov 12
<u>Issue mailed to subscribers</u>	20 Jan 12	23 Mar 12	15 Jun 12	17 Aug 12	16 Nov 12

The above dates are subject to change with the agreement of the Publisher and the Editors. The timetable for future volumes shall be based on the above dates or otherwise agreed by the Publisher and the Editors.

SCHEDULE III

CONFLICT OF INTEREST

Editors

Submission by Editor

A paper submitted by one of the Editors will be handled by another Editor or a member of the editorial board or a previous editor of the Journal who is not at the same institution. The other Editor will select referees and make all decisions on the paper. The decision process will be handled in such a way that the submitting Editor does not have access to information or correspondence relating to the submission.

Submission by author at same institution as an Editor

A paper submitted by an author who is at the same institution as one of the Editors will be handled by one of the other Editors who is not at that institution. The Editor who is at the same institution as the author will not be involved in selecting referees or making any decisions on the paper.

Submission by family member of Editor or by author whose relationship with Editor might create the perception of bias

If a paper is submitted by a family member of one of the Editors, or by an author whose relationship with one of the Editors might create the perception of bias (e.g. in terms of close friendship or conflict/rivalry), the Editor will declare a conflict of interest and the paper will be handled by one of the other Editors. The Editor who has declared a conflict of interest will not be involved in selecting referees or making any decisions on the paper.

General policy

If an Editor feels that there is likely to be a perception of a conflict of interest in relation to their handling of a submission, they will declare it to the other Editors, and the paper will be handled in the same way as described above.

Referees

Potential conflict of interest for referee

The invitation letter to referees will include the following wording: 'If you feel there is a potential conflict of interest in your refereeing this paper, please declare it. By accepting this invitation, it

is assumed there is no such conflict of interest.’ Standard policy will be not to use a referee if a conflict of interest has been declared, but the Editors may use their discretion.

Authors

Sources of funding

On acceptance, authors will be asked to provide a statement declaring sources of funding relating to their paper, and the statement will be printed on the title page or at the end of their paper.

Review Editor

Sending Review Editor’s own book out for review

In the case of the Review Editor’s own books, one of the Editors who is not at the same institution as the Review Editor will handle the process, including the initial decision as to whether the book should be reviewed, the choice of reviewer and the decision whether to accept the review for publication. The process will be handled in such a way that the Review Editor does not have access to information or correspondence relating to the review.

Book reviewers

Potential conflict of interest for book reviewer

The invitation letter to reviewers should include the following wording: ‘If you feel there is a potential conflict of interest in your reviewing this book, please declare it. By accepting this invitation, it is assumed there is no potential conflict of interest.’ Standard policy will be not to use a reviewer if a conflict of interest has been declared, but the Review Editor may use his/her discretion after consulting with the Editors.

SCHEDULE IV

CONSTITUTION

1. The Journal shall operate with at least two and preferably three or four Editors, who shall preferably be located in different European countries.
2. The normal term for an Editor of the Journal shall be 4 years. To keep experience within the group of Editors this can be increased up to a maximum of 6 years.
3. Editors shall only be appointed if they are familiar with the profession of agricultural economics in Europe, preferably on the basis of publications, reviewing and membership of the Journal's editorial board.
4. Except where an extension to an Editor's appointment has been agreed between the parties, at least 12 months before the date of termination of an Editor's appointment, the Editors shall produce an announcement inviting interested persons to apply for the position within the team of Editors. The Editors shall place the announcement in the relevant newsletter (or similar) of the European Association of Agricultural Economists, and shall provide the announcement to the Publisher who shall place it on the Journal's website and in the next available print issue of the Journal if there is time to do this without unreasonably delaying the process. Applications shall be submitted to the Foundation and the Foundation shall send copies of all applications to the Publisher and the current Editors. At least 9 months before the date of termination, and having consulted with the editorial board, the Editors shall propose to the Foundation and the Publisher a list of candidates for the replacement Editor, and the order in which they should be approached. In drawing up the list of candidates, the Editors shall not be restricted to those persons who have applied for the position but shall also consider other persons who they deem to be appropriate. If for any reason there is a delay in the announcement appearing in the EAAE newsletter and/or in a print issue of the Journal, this shall not delay the drawing up of a list of candidates or the subsequent appointment process. Unless both the Foundation and the Publisher object to the proposed list, and to any alternative list proposed by the Editors, the Foundation shall approach the candidates and one of them shall be appointed accordingly subject to agreeing contractual terms. In the event that, 6 months before the date of termination, a list of candidates has not been agreed between the parties or all of the candidates proposed by the Editors have been approached by the Foundation and none of them have accepted the

appointment on the terms offered or there is any disagreement between the parties regarding the appointment process, then the Foundation shall have the right to appoint a new editor without the agreement of the other parties.

5. If one of the Editors gives notice that he/she wishes to resign before the date of termination of his/her appointment with a notice period of less than 12 months, then the same procedure as described in Clause 4 shall apply except that the Editors shall propose a list of candidates within four weeks of the date of notification of resignation and shall omit the announcement process if necessary, and the Foundation and the Publisher shall have the right to take whatever steps they deem necessary in order to shorten the process of appointing a replacement Editor.

6. Prior to the termination of the term of office of the Book Review Editor, and subject to consultation with the Foundation and the Publisher, the Editors shall be responsible for renewing the Book Review Editor's appointment for another term or for appointing a new Book Review Editor. Book review editors shall serve four-year terms and shall not normally serve more than two consecutive terms.

SCHEDULE V

ADHERENCE AGREEMENT

THIS AGREEMENT IS MADE ON.....BETWEEN

- (1) IAIN FRASER OF THE SCHOOL OF ECONOMICS, UNIVERSITY OF KENT, CANTERBURY, KENT CT2 7NP ("NEW EDITOR"); AND
- (2) THE EUROPEAN REVIEW OF AGRICULTURAL ECONOMICS FOUNDATION of Bosweg 3, 6721 HM Bennekom, The Netherlands ("Foundation"); and
- (3) THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD TRADING AS OXFORD UNIVERSITY PRESS of Great Clarendon Street, Oxford OX2 6DP, England ("Publisher").

and relates to an Editors' Agreement ("the Editors' Agreement") dated [] 2012 and made between Thomas Heckeley, Paolo Sckokai, Christoph Weiss and Steven McCorriston ("the Editors"), the Publisher and the Foundation, relating to European Review of Agricultural Economics ("the Journal").

WHEREAS

Paolo Sckokai will retire from office as editor of the Journal as of 1 September 2012 and the Publisher and the Foundation wish to appoint the New Editor to replace him.

IT IS AGREED AS FOLLOWS:

- 1 In consideration of his/her appointment as editor of the Journal, the New Editor agrees to assume all the obligations and duties of Editor and to comply with all restrictions as set out in the Editors' Agreement.
- 2 The New Editor's period of office for the purposes of Clause 1.2 of the Editors' agreement shall be from 1 September 2012 until 31 August 2016 with the possibility of extension for an additional two years until 31 August 2018 subject to the agreement of all parties.

3 The terms of the Editors' Agreement shall continue in full force and effect as if the New Editor was an original signatory thereto.

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Iain Fraser

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Tim Barton, Managing Director, Global Academic Publishing on behalf of
THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD
TRADING AS OXFORD UNIVERSITY PRESS

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Arie Oskam, Honorary Secretary-Treasurer on behalf of
THE EUROPEAN REVIEW OF AGRICULTURAL ECONOMICS FOUNDATION