# **AGREEMENT**

FOR

# PUBLICATION AND MARKETING

OF THE

IEBE/ACM TRANSACTIONS ON NETWORKING

BETWEEN THE

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS, INC.

AND THE

ASSOCIATION FOR COMPUTING MACHINERY

The Institute of Electrical and Electronics Engineers, Inc. (IEEE) and The Association For Computing Machinery (ACM) agree to jointly publish a periodical to be known as the IEEE/ACM Transactions on Networking, hereafter the Journal. As a supplement to the title there shall appear a statement that the journal is a joint publication of the IEEE Communications Society (ComSoc) and IEEE Computer Society (CS) of the Institute of Electrical and Electronics Engineers and The Association For Computing Machinery. The cover of the periodical shall also carry the logos of the IEEE, the Communications Society, the Computer Society and ACM; and shall include design elements unique to it and readily distinguishable from those of IEEE and ACM Journals. To implement this joint effort, the following conditions are agreed upon:

## L. Management of the Journal

The management of the Journal shall be vested in an IEEE/ACM Steering Committee, hereafter the Committee, composed of: three voting representatives each from ComSoc and CS from IEEE; three voting representatives from ACM; a non-voting Editor-in-Chief; and a non-voting Publications Editor. The Committee shall develop the budget, elect the Editor-in-Chief, Publications Editor and shall establish operating policies and procedures for the Journal. All actions of the Committee, except as specified, shall require a two-thirds affirmative work of the full voting membership.

The Committee shall elect a Chair and Secretary. The Chair shall be responsible for the Committee administrative functions which includes arranging and running Committee meetings. It shall be the responsibility of the Committee to develop the budget and monitor the overall finances of the Journal. The Secretary shall be responsible for developing and providing all Committee members and the appropriate IEEE and ACM personnel with the Minutes to each of the Committee meetings.

The Committee shall meet at least twice a year. Travel costs and other meeting expenses for representatives shall be the responsibility of the appointing organization (IEEE or ACM) based on their own policies and procedures.

IEEE and ACM shall be responsible for appointing each of their representatives to the Committee. The term of office of each representative shall be determined by the appointing organization. IEEE and ACM can remove any of their respective representatives from office at their own discretion.

The Committee shall initially elect one of its voting representatives from either IEEE or ACM to be the Committee Chair, and alternating thereafter by a representative of the other organization. The term of the Committee Chair shall be one year. A Chair from the same organization (IEEE or ACM) cannot serve two consecutive terms. If a vacancy develops, the Committee shall elect by a two-thirds affirmative vote one of its members from the same organization as the departing Chair to complete the term.

The Editor-in-Chief shall be elected for a two year term by a two-thirds affirmative vote of the representatives. During the time of office, the Editor-in-Chief shall be a member of IEEE and/or ACM. The Editor-in-Chief is responsible for the overall editorial operation of the Journal which includes

the assignment of papers to the Editors. If an Editor-in-Chief must resign before the end of the term, the Committee shall elect a replacement to complete the term by a two-thirds affirmative vote. The Editor-in-Chief may be removed from office by a two-thirds affirmative Committee vote. An Editor-in-Chief can be reelected, but cannot serve more than two consecutive terms.

An Editor-Elect shall be elected at least one year before the end of the term of the Editor-in-Chief by a separate two-thirds affirmative vote of the representatives. During the time of office, the Editor-Elect shall be a member of IEEB and/or ACM The Editor-Elect shall assist the Editor-in-Chief in carrying out administrative functions, learn the operation of the Journal and succeed the Editor-in-Chief at the end of the latter's term.

The Editors shall be appointed for two year terms by the Editor-in-Chief subject to advice and consent of the Committee. Each Editor shall be responsible for reviewing papers, specifically dealing with an assigned subject area. An editor can be reappointed, but cannot serve more than two consecutive terms.

### IL Editorial Policy

Editorial selection and review shall be consistent with policies and practices of both IEBE and ACM, and as explicitly expressed in A and B below.

- A. As a matter of principle, IEEE and ACM shall direct the Editors of their other publications to forward suitable material to the Journal. IEEE and ACM shall coordinate with the Committee any plans for publishing special issues of their respective periodicals in the area of Networking. The Committee shall develop procedures (a) for IEEE and ACM to request, prepare and publish special issues of the Journal, and (b) for directing papers not within the scope of the Journal to other IEEE and ACM publications for possible consideration.
- B. Authors of IEEE and ACM conference and symposia papers are encouraged to update and rewrite their papers in journal form and submit them to the Journal for consideration to be published as original papers.

# III. Copyright

The title of the Journal shall be registered in the name of IEEE, and the Journal as a whole shall be copyrighted by IEEE. All authors of articles and material in the Journal shall have their copyright transferred to IEEE, except in the case of material in the public domain. All IEEE copyright procedures and practices shall be followed. The IEEE and ACM may freely reuse the copyrighted material for their own purposes (such as, but not limited to, publishing and selling a book of selected papers) without charge by IEEE provided normal IEEE procedures are followed. Revenues from copyright fees, or other subsidiary rights fees associated with the Journal, that are paid by outside parties to be collected by the IEEE shall be divided 1/3 to the ACM and 2/3 to the IEEE, and the IEEE's portion shall be credited to the Journal in accordance with IEEE procedure.

#### IV. Finances

IEEE charges to the Journal shall be in accordance with its regular procedures for its periodicals as per the Appendix. Additional expenses beyond the line items listed and significant changes from budgeted expenses shall require approval by the Committee. The Committee shall plan its operation and develope a budget which encompasses the following factors:

### A. Income and Expenses

1. Income and expenses are treated separately in two business entities. One includes the two IEEE Societies, the Communications and Computer Societies, and the other is the Association for Computing Machinery by itself.

Two-thirds of publication/production/fulfillment costs are assumed by the IEEE business entity, and one-third by the ACM business entity. Similarly, except for package revenue, publication income is shared under the same proportions. Each business entity retains all revenues from their package subscriptions, and pay for their own package expenses at the average production and fulfillment costs per subscription.

- 2. Page charges, if any, shall be budgeted. Such page charges may be Voluntary Page Charges, Overlength Page Charges, or both and shall be at the same rate established by IEEE for other publications
- 3. The Journal may carry advertising. However, the committee may establish rules regarding advertising in the Journal provided that these rules are not acconssict with the policies of IEEE and ACM.
- 4. Microfilm and Single copy sales shall be the responsibility of IEEE. All income and expenses connected with the sale of such copies shall accrue to Journal, account.
- 5. Expense items to be budgeted shall include those listed in the Financial Plane

### A. Budget ·

The budget shall be constructed so that the operation in any year other than the year of start up shall at least break even (zero net). The budget must be approved by both IEEE and ACM in accordance with their institutional budges approval schedules. The Steering Committee shall submit the following years budget to both IEEE and ACM within the first quarter of the current year.

## B. Operating Funds

The Committee shall maintain an account at IEEE for the purpose of providing operating funds for the Journal. The Committee will assure that sufficient funds are available at all times to meet journal operating expenses as indicated in the Appendix. Accordingly, ACM and IEEE will each deposit \$15,000 upon ratification of this agreement to provide start-up funds for the Steering Committee.

Two times a year (normally January and July) each sponsoring organization (IEEE and ACM) will deposit a sufficient amount in this account to cover the total cost of each journal issue published during the respective six month

period. Such deposits will be based on the number of subscriptions for each organization.

At the conclusion of each year of Journal publication, the Committee willareconcile the actual expenses with the deposits made by each organization and net out to zero the respective obligation of IEEB and ACM.

#### V. Journal Pricing and Income Allocation

## A. Member Subscriptions

IEBB and ACM shall set the same member subscription rates, and share member subscription income as described in paragraph IV.A.1. IEBE and ACM shall be responsible for their own member subscription billing. Fulfillment will be provided by the IEEE.

#### B. Non-member Subscriptions

The non-member subscription rate shall be set by the Committee as part of the annual preparation of the budget and in compliance with IEEE and ACM policies.

#### VL Marketing

There shall be a single coordinated marketing effort, administered by the IEBE/ACM Steering Committee.

## VII. Special Use Copies

The IEEE Publishing Services Department shall use whatever copies it needs (usually on the order of 25) of each Journal issue to fulfill its production, indexing, copyright and other operational needs.

The IEEE Publication Services Department will arrange for additional Journal copies of each issue (usually on the order of 100) to meet requests of back issue fulfillment, replacements and single copy sales.

IEEE and ACM may each distribute up to 50 non-sale complimentary subscriptions of the Journal as part of their normal distribution mechanism.

The Committee may distribute up to 50 non-sale complimentary copies of the Journal for display at conferences and other promotion purposes. The IEEE/ACM Steering Committee will inform, in a timely manner, IEEE Publications Services of any additional print run required to meet this need.

#### VIII. Review. Modification and Termination of Agreement

The term of this agreement shall be through December 31, 1995, and shall be automatically renewed at one year intervals under the terms of this agreement unless modified by both IEEE and ACM or terminated by IEEE or ACM upon written one-year notification to the other organization.

If another organization requests to be part of the Journal agreement, IEEE and

ACM shall review the request and determine whether the organization shall be accepted. If the organization is accepted by both IEEE and ACM, the agreement shall be renegotiated and modified.

Upon termination of this agreement or the termination of the publication of the Journal, IEEE and ACM agree to the following terms:

- A. Publication of the Joint Journal shall cease at the end of the calendar year, or earlier, as mutually agreed to by both IEBB and ACM.
- B. IEEE shall retain the title and ownership of the Journal. The year end finances will be netted out to zero as described in Section on Finances.
- C. Should the Journal continue under sole IEEE ownership, all indications of joint sponsorship of ACM shall be removed from all future issues of the Journal. However, an indication that the Journal is a continuation of the previously jointly cosponsored Journal with ACM is permitted through one complete calendar year from the date of termination.
- D. Those papers accepted for the Journal or under review prior to termination and subsequently accepted shall remain committed to publication in the Journal.
- E. ACM shall retain the right to publish a periodical of similar content unreter the title Transactions of the ACM, or a similar but distinct title.

Agreement accepted in principle by delegated staff executives from IEEE and ACM, this 1st day of 3sty, 1992.

Institute of Electrical and Electronics Engineers, Inc.

Association For Computing Machinery