

Agreement

This agreement is between the Ohio Historical Society, located at 1982 Velma Avenue, Columbus, Ohio, ("OHS"), and the Society of Ohio Archivists ("*SOA*").

Whereas, the OHS and the SOA share a common goal of preserving and maintaining historical collections in Ohio through professional development, networking, access to research and resources, and advocacy, and

Whereas, the OHS and the SOA believe that by cooperating toward achieving this goal greater progress can be made.

Now therefore, the Parties agree as follows:

- 1) The SOA will provide the OHS a copy of SOAs membership database.
 - a) The SOA will retain sole ownership of the database.
 - b) The OHS may use the SOA database for 2 mailings each year without cost.
 - c) The SOA may use the OHS teacher database for 2 mailings each year without cost.
 - d) The SOA members who opt out of the membership directory and mailings will also not receive mailings from the OHS.
 - e) The SOA Treasurer, or alternate officer, will provide electronic updates of the membership database quarterly upon request.
 - f) OHS will not share the SOA membership information with other organizations or individuals.
 - g) The OHS will mail membership annual renewal notices and reminder notices to existing members and mail confirmations to new and renewing members. The first mailing notice will be mailed no later than January 15. The second reminder will be mailed to those people who have not renewed between February 15 and February 28. The third reminder will be mailed to those people who have not renewed between March 15 and March 31.
 - h) The SOA will provide the information to be contained in the renewal notices to the OHS by December 1.
 - i) The OHS will provide a copy of the mailer for the SOA review by December 15 with all edits/changes completed by December 31.
 - j) The OHS will print mailing labels for the SOA upon request at cost of materials and delivery.

- 2) The OHS will design and produce the SOA Newsletter, the Annual Conference program and the Fall meeting program. All materials will include the SOA logo, the OHS logo, and the statement, "This Society of Ohio Archivists publication is printed and distributed in partnership with the Ohio Historical Society."

Annual Conference and Fall Meeting Programs

- a) The OHS will maintain a production editor who will design the layout, and manage the production and distribution of the conference programs.
- b) The production editor and the appropriate SOA representative will negotiate and agree to a production schedule for the program approximately 3 months prior to the program date. Any

changes to the schedule will be negotiated and agreed to by the same parties.

- c) The SOA designated program coordinator will be responsible for supplying the OHS with print-ready content
- d) The SOA maintains editorial control of the SOA publications, and as such the right to review and approve all items submitted for publication. Materials will be approved within 10 business days of submission.
- e) The SOA retains copyright for all SOA branded materials.
- f) The OHS will provide an itemized cost of production estimate sent to the SOA with the first review copy of the program.
- g) The conference programs will be published via the SOA web site unless specifically agreed to between the SOA and the OHS, they will not be mailed.
- h) Upon request of the SOA, OHS will use its web-based e-commerce system to facilitate online registration for the Fall Program and/or Spring Annual Conference. Upon request, the OHS will provide reports of persons registered to the SOA. The OHS will distribute the monies paid for SOA registration, less 3% per transaction to the SOA Treasurer no later than 30 days after the date of the event.

The SOA Newsletter

- a) The OHS will maintain a production editor who will design the layout, and manage the production and distribution of the newsletter
- b) The production editor and the appropriate SOA newsletter editor will negotiate and agree to a production schedule for each issue approximately 4 months prior to the publication date. Any changes to the schedule will be negotiated and agreed to by the same parties.
- c) The SOA newsletter editor will be responsible for supplying the OHS with print-ready content
- d) The SOA maintains editorial control of the SOA publications, and as such the right to review and approve all items submitted for publication. Materials will be approved within 10 business days of submission.
- e) The SOA retains copyright for all the SOA branded materials.
- f) The OHS will provide an itemized cost of production estimate sent to SOA with the first review copy of the newsletter
- g) The newsletter will be published via the SOA web site. Unless specifically agreed to between the SOA and the OHS, they will not be mailed.

3) The OHS will host and maintain the SOA website, located at <http://www.ohioarchivists.org>

- a) The SOA will maintain a content editor who will be responsible for adding content to the website using the content management software provided. For content that requires the aid of the OHS to post, the content editor will supply the OHS with appropriate images and text and design information one week prior to posting deadline.
- b) The OHS will maintain a webmaster who will maintain the website's access and upkeep, post information when the content management software cannot be utilized, and make changes requested by the SOA content editor.
- c) The website's address will remain <http://www.ohioarchivists.org>.

- d) The SOA maintains editorial control of the website, and as such the right to post, review, and approve all changes.
- e) Any changes to the current SOA website design will be initiated and approved by SOA Council or its designee
- f) The OHS will notify the SOA of any and all planned website upgrades *and/or* maintenance costs at least 60 days prior to implementation for the SOA approval.
- g) The SOA Council will approve all website upgrade and maintenance costs prior to implementation.

4) The OHS will assist with Archives Month activities in October, including:

- a) The OHS will maintain a production editor who will design the layout, and manage the production and distribution of the Archives Month poster.
- b) The production editor and the appropriate SOA representative will negotiate and agree to a production schedule for the program approximately 4 months prior to the Archives Month. Any changes to the schedule will be negotiated and agreed to by the same parties.
- c) The SOA designated program coordinator will be responsible for supplying the OHS with print-ready content
- d) The SOA maintains editorial control of SOA publications, and as such the right to review and approve all items submitted for publication. Materials will be approved within 10 business days of submission.
- e) The SOA retains copyright for all the SOA branded materials.
- f) The OHS will provide an itemized cost of production estimate sent to the SOA with the first review copy of the program.
- g) The OHS will provide design and layout of an Archives Month poster, based on content provided by the SOA Archives Month Committee.
- h) The OHS will provide a draft layout and design of the poster will be submitted to the SOA Archives Week Committee for review and approval per the agreed upon production schedule (see 4b)
- i) The OHS will provide mailing of an Archives Month mailer that includes the SOA approved poster and information about the fall workshop as appropriate.

5) The SOA will reimburse the OHS for costs incurred, including:

- a) The SOA will provide the OHS with a \$100 budget for supplies and materials during the contract period. Estimates for all other direct costs will be provided to a designated SOA officer for approval before any costs are incurred. SOA will make payment to OHS within 30 days of this agreement being signed.
- b) The annual maintenance fee for this agreement of \$250. SOA will make payment to OHS within 30 days of this agreement being signed.
- c) All non-salary direct costs incurred by OHS under the terms of this agreement will be billed within 10 business days of the end of the month following the completion of the activities. Payment will be due within 30 days. These costs include, but are not limited to:

- i) All direct non-salary costs for production of SOA publications and printed materials.
- ii) All postage associated with the SOA activities.
- iii) All direct costs for website enhancements in addition to those functions detailed above.

d) Additionally, the SOA will provide the OHS

- i) Two free SOA Annual Conference registrations.
- ii) One free exhibit table at the Annual Conference.

6) The term of this Agreement shall begin on January 1, 2011 and shall end on December 31, 2011.

a) Either Party may terminate this Agreement for material breach by giving the other Party written notice of termination 30 days prior to the termination date. If the breaching Party is unable to cure the breach, this Agreement shall terminate at the close of business on the 30th day. In the event that this Agreement is terminated by the SOA, the OHS shall be entitled to reimbursement of all expenses associated with the contract which were incurred prior to receipt of the notice of termination.

7) The parties agree that in performing its responsibilities under this Agreement, the OHS shall have the status of an independent contractor. Nothing herein shall be deemed or construed to create a joint venture, partnership, agency or employer/employee relationship between the Parties for any purpose, including, but not limited to the payment of taxes or employee benefits. The OHS will be solely responsible for the payment of all compensation, taxes, withholdings and insurance for staff involved in carrying out the terms of this contract.

8) This Agreement sets forth the entire understanding between the Parties and supersedes all prior agreements, whether oral or written. This Agreement may not be modified or amended except by the mutual written agreement of the Parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is sought to be enforced.

9) This Agreement shall be interpreted in accordance with the laws of the State of Ohio.

In witness whereof, the Parties have caused this Agreement to be executed as of the dates set forth below.

The Ohio Historical Society



Jan. 25, 2011

Jackie Barton, Director, Education & Outreach
The Ohio Historical Society

Date

Society of Ohio Archivists

A handwritten signature in cursive script that reads "Judith Cobb".

Judith Cobb, President, Society of Ohio Archivists

28 January 2011

Date