

## **PRODUCTION AND DISTRIBUTION AGREEMENT**

This AGREEMENT is made this 26<sup>th</sup> day of July 2011, by and between The Sheridan Group (Sheridan), and Kaufman-Wills Group (KWG), being the copyright holder of a white paper entitled Social Media: Best Practices in Scholarly Publishing (Paper).

Whereas KWG has written and is sole copyright owner of the Paper and wishes to ensure the wide distribution for educational purposes of the scholarly publishing community and to advance its own public relations; and

Whereas Sheridan wishes to produce and distribute the Paper in multiple formats and for educational purposes of the scholarly publishing community and advance its own public relations;

Sheridan and KWG agree as follows:

### **Grant**

1. KWG hereby grants and assigns to Sheridan an exclusive licensing right to reproduce and distribute the Paper in paper, email attachment (in PDF), digital, and mobile formats for customers, prospective customers, or others in the scholarly publishing community in a number not to exceed 500 from the effective date of this Agreement until 1 October 2011 (Exclusivity Period) and extended on a nonexclusive basis until 31 December 2014, or otherwise agreed in writing.
2. An exception to the foregoing grant is KWG's distribution of the Paper as an email attachment (in PDF) to each of the Paper's eleven contributors which occurred prior to entering into this Agreement.
3. After the Exclusivity Period, KWG shall be allowed to distribute the Paper in the paper, email attachment (in PDF), digital, and mobile formats as prepared by Sheridan and through KWG's company website, Facebook page, or otherwise at it deems appropriate.
4. On 1 April 2012, or earlier as agreed in writing, KWG and Sheridan shall each be allowed to post a copy of the Paper in any available format on their respective websites without restriction to access and link to the Paper freely. KWG will cease offering the Paper for sale after that date.

### **Production and Distribution**

5. KWG shall provide the Paper in Word and in PDF for Sheridan's use in reproducing the Paper. No changes to the text as provided will be allowed except by mutual agreement of KWG and Sheridan.
6. Sheridan will build digital rights management capability into both the PDF and digital/mobile platforms to protect the paper from being reissued or shared without permission.
7. Any addition of audio or audiovisual interviews of the Paper's contributors or authors that may be suitable for the digital and/or mobile formats will be introduced, prepared, and reproduced as mutually agreed with reasonable consideration for the cost-effectiveness of the addition.
8. During the Exclusivity Period, Sheridan agrees to reproduce and distribute copies of the Paper at its own expense in digital and mobile formats (see Addendum A for description of these formats), and in paper and email attachment (in PDF) if desired.
9. After the Exclusivity Period, KWG may distribute the Paper as an email attachment (in PDF), in the Sheridan-produced digital or mobile format at no additional cost to KWG, or in paper.
10. After the Exclusivity Period, Sheridan may take some print copies of the paper to industry events at which Sheridan exhibits. If Sheridan produces print copies for its own distribution purposes it will supply KWG a one-time quantity of 25 copies at no additional cost. Any additional print copies to be distributed by KWG, will be produced by Sheridan at KWG's cost using the pricing schedule included in the Addendum (Addendum B) to this Agreement.

### **Payment and Sponsorship**

11. On execution of this Agreement, Sheridan shall pay KWG a total of \$5,000 to reproduce and distribute (Sponsor) the Paper as provided for by the grant provided in this Agreement.

12. In exchange for KWG's lowering the sponsorship fee and in return for the grant provided in this Agreement, Sheridan shall reproduce the Paper in digital and mobile editions at no additional cost to KWG.
13. Sheridan shall have the right to promote its sponsorship of the Paper through an announcement in one or more editions of its Newsletter distributed to approximately 1,000 individuals, or through other communication methods Sheridan selects in its sole discretion, and by wrapping the Paper in a digital belly band or other promotional vehicle during the Exclusivity Period, the design and wording of which shall be subject to the approval of KWG, such approval not to be unreasonably withheld.
14. In any published mention of the Paper, Sheridan shall attribute authorship to KWG. In any quotes or extracts of the Paper covered under Fair Use, or as other agreed in writing, Sheridan shall use the credit line: Reprinted with permission. Copyright © 2011 Kaufman-Wills Group, LLC.
15. During and after the Exclusivity Period, Sheridan shall be able to indicate that it sponsored pre-publication distribution, produced the digital and mobile editions, or printed the paper copies of the Paper. The placement of such copy shall be on the inside front cover and under the About the Sponsor section of the Paper, and otherwise as agreed in writing. The wording of such copy shall be subject to the approval of KWG, such approval not to be unreasonably withheld.

#### **Permissions**

16. KWG has, at its own expense, received the permissions necessary for quoting or reproducing material under copyright whose use without permission would exceed the "fair use" provision of current copyright law.

#### **Warranty**

17. KWG represents and warrants that it is fully empowered to enter into this Agreement, that it has not previously granted or encumbered the rights conveyed by this Agreement in favor of anyone who might impair or interfere with the rights granted by KWG to Sheridan. In respect to its contribution to the Paper, KWG warrants and represents that it is the sole author and owner; that KWG's contribution is unpublished in whole or in part except as indicated in the Paper (eg, credit lines); that KWG has used all reasonable care to ensure the truth of all facts and statements in KWG's contribution and to ensure that the text is not defamatory, obscene, or violate of any right of privacy, common law, or statutory copyright or other personal or property rights.

#### **Indemnification**

18. In regard to KWG's contribution to the Work, KWG shall indemnify and save harmless Sheridan against any and all claims and expenses (including, without limitation, any loss, damage, costs, charges, legal fees, recoveries, judgments, and penalties) incurred by Sheridan in consequence of the breach or alleged breach of any warranty or representation made herein by KWG. This indemnification and save-harmless protection is expressly conditioned on the receipt from Sheridan of prompt written notification of any such claim, demand, or action and the reasonable cooperation of Sheridan in any necessary defense. This indemnification and save harmless shall survive the termination of this Agreement, but does not apply to any revision of the Paper made by Sheridan or at its specific request.

#### **Termination**

19. Unless terminated sooner, as provided for below, this Agreement shall remain in force and effect until 31 December 2015. Upon termination, the obligations of Sheridan and KWG to the Agreement shall cease, and all rights conveyed to Sheridan by KWG shall revert to KWG.
20. Following termination, KWG shall have, for a period of 30 days, the option of purchasing at cost any existing print copies of the Paper belonging to Sheridan and Sheridan shall, within 30 days, provide at no additional cost to KWG electronic files and formats of the Paper.
21. Notwithstanding the above (19 and 20), Sheridan shall continue to be able to post the Paper on its company website. Additional post-termination rights may be agreed by the parties in writing.

**Infringement Action**

22. KWG and Sheridan shall have the right to participate jointly in an action against infringement of any rights granted Sheridan. If both participate, they shall both share the expenses of the action equally and shall recoup such expenses from any sums recovered in the action. The balance of the proceeds, if any, shall be divided equally between them. Each party shall notify the other promptly in writing of possible infringements that come to its attention. If either party declines to participate in such action, the other may proceed; the party maintaining the action shall bear all costs of the action and shall recover and retain sole possession of all sums awarded for costs and damages.

**Assignment**

23. This Agreement shall be binding on and inure to the benefit of the assignees, executors, and administrators KWG, and the assignees and successors of Sheridan.

**Contract Alterations**

24. This Agreement shall not be subject to change, modification, or discharge, in whole or in part, except by written instrument signed by KWG and Sheridan. This Agreement shall be considered null and void unless any and all additions and amendments are initialed and dated by KWG and Sheridan. Unsigned copies of this Agreement shall confer no rights on KWG, and the Agreement shall not become effective unless it is executed by both parties within 15 days of the date first written above.

**Notices**

25. Any notice or request that either party is required, or desires, to give to the other shall be deemed to have been given if mailed by United States certified mail, certification and postage charges prepaid, and addressed to the other party’s address shown below, or in either case to such a different address as hereafter shall be specified in writing to the other party.

The Sheridan Group  
Attn: Joan Davidson  
11311 McCormick Rd, Suite 260  
Hunt Valley, MD 21031

Kaufman-Wills Group, LLC  
Attn: Cara Kaufman  
24 Aintree Road  
Baltimore, MD 21286

**Legal Jurisdiction**

26. This Agreement shall be governed by the laws of the United States of America and the State of Maryland, as to both interpretation and performance.

This Agreement has been duly executed as of the date first written above.

**The Sheridan Group**

**Kaufman-Wills Group, LLC**

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Signature, Title, and Date

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Signature, Title, and Date

**ADDENDUM A: Digital / Mobile Format Description**

Sheridan will create a Dynamic Edition™ of the Social Media White Paper, which will also be iOS (mobile) platform compatible. This format will be provided via a unique, Sheridan-hosted URL.

Features include:

- Navigation via content, thumbnails, page flip, zoom and pan
- Active links: TOC, article hyperlinks, email hyperlinks
- Full Screen view: toggle between two page and single page layout
- Keyword Search: instantly locate all text containing key word
- Flip view: page corners activate page turning
- Full edition save capability (dynamic edition can be saved as a PDF)
- Publisher support: full service technical support through Sheridan
- Free hosting for 3 years through Sheridan (beyond 3 years: \$.15 per page, per year)
- Search Engine Optimization: organic search result optimization
- iPhone/iPad compatible: website view (no flash or page flip capability)
- Sticky Notes: easily inserted, easy to move
- Dropdown menus: highlight special content, advertisers, archives
- Special Page Marker tabs: highlight content, advertisers
- Social Media options: email, Facebook, twitter, LinkedIn, etc.
- Article Text-Only view: view and send sections/articles without graphics
- Google Analytics: view print, download valuable viewership reports, track activity
- Google Translations: instant translation into dozens of languages
- Virtual belly bands or blow-in cards

**ADDENDUM B: Additional Print Copy Price Schedule for KWG Social Media White Paper**

Trim: 8-1/2" x 11"  
Page Count: 68 pages plus cover  
Binding: Perfect Bound  
Text Printing: 4 color throughout  
Text Paper: 60# Gloss  
Cover Printing: 4 color both sides  
Cover Coating: Gloss Film Lamination  
Cover Paper: 80# C2S Cover

<u>Quantity</u>	<u>Per Copy</u>	<u>Total Costs</u>
1	\$ 9.02	\$ 9.02
25	\$ 7.85	\$ 196.25
100	\$ 7.85	\$ 785.00
250	\$ 7.85	\$ 1,962.50
500	\$ 7.57	\$ 3,785.00

\* mailing / shipping costs additional.