

Memorandum of Understanding between The Surtees Society (hereafter 'the Society') and Dr. xxx (hereafter 'the Contributing Editor')

1. The Society agrees in principle, and subject to what follows, to publish the Contributing Editor's edition of xxxxx xxxxx.
2. Copyright of the eventual publication will be vested in the Society. The Contributing Editor shall assign the entire copyright to the Society, so that the Society shall have the sole right to publish the volume in hard copy or electronically.
3. The Society will respect the Contributing Editor's moral right to be identified as the editor of the volume under the Copyright, Designs & Patents Act 1988.
4. The Society will appoint one of its Honorary General Editors to liaise with the Contributing Editor. The Hon. General Editor so appointed shall satisfy him/herself that the final submission from the Contributing Editor meets the Society's requirements and achieves the Society's scholarly standards; will offer whatever editorial advice is deemed appropriate or necessary; will discuss with the Contributing Editor any appropriate changes; and will be responsible for submitting a corrected text to the printer (currently Boydell & Brewer Ltd).
5. The Honorary General Editor will report progress on the volume to the meetings of the Council of the Society, having first consulted the Contributing Editor, and will report back to the Contributing Editor any outcomes from such Council meetings.
6. Decisions on layout and appearance of the volume, including, for instance, any illustrations, bibliography, footnotes, appendices, etc will be a matter of consultation between the Hon. General Editor and the Contributing Editor; and will further be subject to agreement with the printer.
7. In the unlikely event of a dispute over the final submission, including both text and title of any proposed volume, any illustrations, and the general layout of the volume, the Honorary General Editor's decisions confirmed by the Council of the Society are final.
8. The Contributing Editor shall submit a final version of his proposed volume to the appointed Hon. General Editor in both print and electronic format. The Hon. General Editor will then be responsible for submitting the final text to the printer. When the printer produces page proofs, copies will go to both the Contributing Editor and to the Hon. General Editor; the latter will be responsible for returning a corrected set of proofs to the printer.
9. The Contributing Editor shall be responsible for obtaining all necessary third party consents for publication of the text and any images in the volume. In the unlikely event that failure to do so results in a third party making any claim, action or proceedings against the Society, then:-

9.1 The Contributing Editor shall indemnify and hold the Society harmless against all and any loss, damages, liability and costs (including reasonable legal expenses) suffered or incurred as a result of, or in connection with, any third party claim, action or proceedings.

9.2 The Contributing Editor shall compensate the Society for any expense incurred in reprinting and/or republishing the volume in a form that does not infringe third party rights.

NOTE: The Society does not take out insurance against such third party claims, actions or proceedings.

10. The Contributing Editor shall be responsible for providing an index or indexes to the volume at page proof stage, following the guidance laid out by the printer.
11. On publication, the Contributing Editor will be entitled to an appropriate number of complimentary copies (currently 6). The Society will be responsible for distributing required copies to the copyright libraries; the Contributing Editor will be responsible for furnishing copies to (for instance) owners of the manuscript; those who have assisted the contributor by, for instance, producing illustrations, maps, etc.
12. The Society makes no payment to those who edit volumes on its behalf. It will support applications for subventions towards publication costs where appropriate, and has limited resources which may, at the discretion of the Society's Council, be made available to assist necessary research for the publication of a volume.

Signed and dated on behalf of The Surtees Society

Signed and dated by the Contributing Editor(s)