
A – Five year contract period (2019 – 2023)

Contract language used is similar to Choice # C except it allows ATA to provide one year notice of termination before the end of the five year period. - **C. Emerson**

Sample language:

“This Agreement shall be effective as of January 1, 2019 and shall remain in effect until December 31, 2023, except for early termination as described in 15.b and 15.c below. During 2022, the Association and Publisher shall negotiate the terms of extending the contract to up to an additional five years, taking into account then-current market conditions. Should the parties be unable to reach agreement on a five year extension of the contract, the Agreement shall renew on January 1, 2024 for up to five successive one-year terms with the provision that one of the parties may terminate the contract during this second five year period provided they give notice of termination no later than 12 months[M2] in advance. Such notice may not be provided any time after December of 2022.”

B – Five year contract period that automatically renews for 2 years if they meet required terms and the guaranteed percentage royalties or terminate if terms and guarantees are not met (2019-2023/2026)

C – Six year contract period (2019 -2024)

This is a version of the most recent contract language with some rewording. I interpreted that language to be a six year contract since it requires a one year notice. - **C. Emerson**

Sample language:

“This Agreement shall be effective as of January 1, 2019 and shall remain in effect until December 31, 2024, except for early termination as described in 15.b and 15.c below. During 2023, the Association and Publisher shall negotiate the terms of extending the contract to up to an additional five years, taking into account then-current market conditions. Should the parties be unable to reach agreement on a five year extension of the contract, the Agreement shall renew on January 1, 2024 for up to five successive one-year terms with the provision that one of the parties may terminate the contract during this second five year period provided they give notice of termination no later than 12 months[M1] in advance. Such notice may be provided any time after December of 2024.”

D – Seven year contract period (2019 -2026)

- C. Emerson

Sample language:

“This Agreement shall be effective as of January 1, 2019 and shall remain in effect until December 31, 2026, except for early termination as described in 15.b and 15.c below. During 2025, the Association and Publisher shall negotiate the terms of extending the contract to up to an additional three years, taking into account then-current market conditions. Should the parties be unable to reach agreement on a three-year extension of the contract, the Agreement shall renew on January 1, 2024 for up to three successive one-year terms with the provision that one of the parties may terminate the contract during this second five year period provided they give notice of termination no later than 12 months[M3] in advance of the termination of the contract. Such notice may be provided any time after December, 2026.”

E – 10 year contract period with ability with midpoint renegotiation (2019 -2024/2029)

- M. Conway

A. *Sample language 1: While the ATA/Liebert contract is for 10 years (2019 – 2029), Clause 8.2 in Schedule 1 permits escape from the contract after December 31, 2024, with a year’s notice, i.e., by December 31, 2023, if one or other party has failed to meet the other’s expectations.*

Morna’s comment –

This clause clearly spells out that this is an escape clause, and not an opportunity to renegotiate the financial terms of the contract. It does, however, allow Association to terminate if Liebert does not offer a minimum guaranteed royalty of \$xxx,000 for each year of the 2nd half of the 10-year term, i.e., for 2020 to 2024. An early step should be for Association to confirm that Liebert will continue to offer the \$xxx,000 minimum royalty into the 2nd half of the contract term. While this doesn’t speak to renegotiation of terms, it does speak to satisfaction. The signed contract says that “each party shall have the right to terminate this Agreement for no fault with effect from [date] provided written notice has been given to the other party by 31 December [prior year] if in their opinion the performance of the other party has not met their reasonable expectations.”

B. *Sample language 2:*

1. *This agreement shall become effective upon final signature by the parties and remain in force through the conclusion of the 2019 for five (5) year periods, unless written notice of termination is given at least twelve (12) months prior to expiration of the agreement or unless a new agreement between parties is signed. For the avoidance of doubt, Subscription Years shall be deemed to end the later of (i) December 31 of that Subscription Year and (ii) the date on been published.*

2. *Regarding contract renegotiation, Springer will provide specific proposed terms and conditions for the next term by the end of April 2019. The Society and Springer will take 6 months to finalize the terms of the new Agreement.*

F - 10-year contract, with checkpoints, 90 days’ notice for early termination (MAL proposal 2019-2029)