

**AGREEMENT**  
**FOR THE IEEE-OSA JOURNAL OF**  
**OPTICAL COMMUNICATIONS AND NETWORKING**

**Introduction.**

This document constitutes an Agreement among the three Financial Sponsors, namely, the IEEE Communications Society, the IEEE Laser & Electro-Optics Society, and the Optical Society of America (hereinafter, Financial Sponsors), for an IEEE-OSA *Journal of Optical Communications and Networking* (hereinafter, Periodical). At the discretion of the Financial Sponsors, there may be additional Technical Cosponsor(s) for the Periodical in the future.

Definitions.

Financial Sponsors: IEEE ComSoc, IEEE LEOS, and OSA, who share the responsibility of setting the Periodical's scope and who share in administering the Periodical through the Steering Committee, and who share financial responsibilities for the Periodical .

Technical Co-Sponsor: Scientific societies who may later become partners in the editorial aspects of the Periodical.

Administrative Sponsors: Responsible for the operational functions of peer review and production of the Periodical.

**Field of Interest.**

The scope of the Periodical includes advances in the architecture and systems aspects of optical communications and networks. Both theoretical contributions (including new applications, analyses, and management approaches and techniques) and practical contributions (including large scale system and network experiments) are encouraged.

**Implementation.**

This Agreement shall be acted upon by the Presidents or Executive Directors of the Financial Sponsors on behalf of their respective Board of Directors, Boards of Governors (BoGs) or Administrative Committees (AdComs). All changes to this Agreement shall require the unanimous consent of the Financial Sponsors. This Agreement, upon approval by the appropriate IEEE Technical Activities or other IEEE Board(s), and the Optical Society of America (OSA) Board shall become a part of the records of the IEEE Technical Activities Board and OSA Board.

**Participation.**

The initial period of this Agreement shall be five years from the date of signature of the Financial Sponsors and all Financial Sponsors are obligated to commit to the Agreement for the full five years; thereafter, the Agreement shall be automatically renewable every three years with the Financial Sponsors obligated to commit to the Agreement for the full three years. The parties agree to evaluate the success of this Agreement after one year, and to work together to develop amendments, mutually agreeable to all of the parties to this Agreement, that are necessary or desirable for the improvement of the administration of the Periodical.

In the extraordinary event that the Financial Sponsors, by unanimous agreement, wish to withdraw from this Agreement:

- (1) the Steering Committee shall prepare a plan for the orderly termination of the publication, to include a publication schedule for the remaining issues;
- (2) appropriate announcements shall be made in accordance with the termination plan of the publication, such announcements to include IEEE and OSA;
- (3) cease immediately accepting new submissions;
- (4) notify all authors with manuscripts under review, and either suggest alternative IEEE or OSA publications or accept the manuscript for publication in the Periodical.

Recognizing that the subject matter of the Periodical represents a new, cutting-edge technology, it is conceivable that the sponsors may contract or expand in recognition of changes in the field, and to insure the technical viability of the Periodical.

Therefore, any sponsor—Financial Sponsor or Technical Cosponsor—wishing to withdraw from this Agreement shall announce this fact to the Financial Sponsors no later than one year prior to the expiration of the Agreement.

Following such notification, no other action for withdrawal shall be required; any monies due and owing to a withdrawing Financial Sponsor, both surplus and remainder of share of the reserve, shall be paid to that Financial Sponsor no later than 31 March of the year following withdrawal. Notification shall be made by the remaining Financial Sponsors to the IEEE Technical Activities Board and OSA Board.

Any entity wishing to join this Agreement as a Financial Sponsor shall so indicate to the Financial Sponsors, two years prior to the beginning of their financial participation. Any entity wishing to join this Agreement as a Technical Cosponsor shall so declare no later than 1 March of the year prior to activation of Technical Cosponsorship. Entities petitioning for Financial Sponsor status shall provide evidence of technical strength in the field of interest of the Periodical, financial viability to maintain the entity's role in the partnership for the next term, and evidence of approval of such participation by the entity's ruling body (board or administrative committee). Approval of new sponsors shall be by unanimous action of the Financial Sponsors, upon recommendation of the Steering Committee regarding the entity's expected technical contribution, and confirmation of the entity's financial viability (for Financial Sponsors) by IEEE Technical Activities and OSA. New Financial Sponsors may join only at each agreement renewal window; Technical Cosponsors may be added the first day of January of any year.

### **Administration.**

The Periodical will be administered by a Steering Committee comprising representatives from the Financial Sponsors, including a chair and other ex-officio members, as defined in the Steering Committee Charter (Appendix A).

In addition, the Periodical shall have an Editorial Board to insure the appropriateness and quality of manuscripts submitted to the Periodical for publication, the peer review process, and other day-to-day matters normally within the purview of an Editorial Board of an IEEE transactions or OSA publication. The Periodical will have two Co-Editors-in-Chief, the first responsible for theoretical contributions (including new applications, analyses, and management approaches and techniques) and the second responsible for practical contributions (including large scale system and network experiments). The Co-Editor-in-Chief responsible for theoretical contributions shall be nominated by the IEEE and the Co-Editor-in-Chief responsible for practical contributions shall be nominated by the Optical Society of America. The nomination of both shall be approved by the Steering Committee.

The Co-Editors-in-Chief shall be acknowledged leaders in the respective fields of interest of the Periodical. He/she shall agree to assume the roles and responsibilities of Editor-in-Chief with all attention and vigor, and shall be compensated for time and expenses in accordance with the policies of the nominating Financial Cosponsor. The period of service shall be three years, renewable for an additional term of not more than three years. The EICs' performance shall be evaluated midway through the term. The duties shall include the selection of Associate Editors from across the disciplines represented by the Financial Sponsors and Technical Co-sponsors; the Associate Editors shall form the Editorial Board for the Periodical, which shall be co-chaired by the Co-Editors-in-Chief. In addition, each Co-Editor-in-Chief shall serve as an ex-officio, non-voting member of the Steering Committee.

All other day-to-day management concerns will be assumed by the Steering Committee as detailed in its Charter.

Additionally, OSA and IEEE shall be designated Administrative Partners. OSA shall provide a system for receiving, logging, filing, and delivering submitted manuscripts to associate editors and reviewers in fulfillment of the peer review process. IEEE shall provide a system for copyediting, typesetting, inserting author corrections, and for coding for posting at IEEE Xplore, ComSoc Digital Library and preparing for printing and mailing. OSA shall be responsible for transferring the accepted manuscripts to IEEE for production. Relevant formats for peer review and production stages shall be mutually agreed upon by OSA and IEEE. IEEE will send electronic files for each issue to OSA for posting on Optics InfoBase. IEEE and OSA use different mark-up languages for their articles. Acknowledging this, the Administrative Partners agree to take steps to accommodate a smooth production flow. The Administrative Partners shall give the Technical Co-Sponsors and the Steering Committee, at least annually, reports relevant to submissions vs. publication, timeliness, and adherence to page budget and other pertinent data about the Periodical.

#### **Copyright.**

The copyright for the published articles shall be held by OSA. All Financial Sponsors shall be granted rights to the published articles and manuscripts in perpetuity. Subsequent to publication, IEEE and OSA may reuse the copyrighted material for their own purposes or for those of any organization controlled in whole or in part by either organization, subject to any restrictions contained in this Agreement, and subject to the duty to share revenue derived from the Periodical as described in this Agreement.

In order to preserve each party's right to use all of the material in the Periodical, OSA hereby grants to IEEE a perpetual, non-exclusive, worldwide, royalty-free license to: reproduce, publish, perform, display, distribute, create derivative works from, edit, revise, advertise, and promote any part of the contents of the Periodical in whole or in part, in any form or medium now known or hereafter developed, subsequent to the initial publication of the Periodical, subject to any restrictions contained in this Agreement, and subject to the duty to share revenue derived from the Periodical as described in this Agreement. The Financial Sponsors agree to execute documents evidencing the foregoing requested by any Financial Sponsor. The provisions of this paragraph shall survive any cancellation or termination of this Agreement.

All issues of the Periodical will be identified as a joint OSA/IEEE publication and logos of all Financial Sponsors shall appear on the Periodical.

#### **Trademark.**

If possible, OSA shall trademark the name, *Journal of Optical Communications and Networking* and/or *JOCN* (collectively "JOCN"). If OSA succeeds in registering the JOCN name(s), OSA shall grant to the

other Financial Sponsors a license to use the JOCN name(s) in connection with the use and promotion of the Periodical as envisioned by this Agreement.

The Financial Sponsors agree that the cost of registering, maintaining, and defending a trademark for the JOCN name shall be shared by the Financial Sponsors and included in each year's approved budget as necessary.

Upon the expiration or termination of this Agreement for any reason, the parties to this Agreement agree not to use the name, *Journal of Optical Communications and Networking*, in connection with any subsequent publications, unless all parties agree otherwise in writing.

### **Financial.**

The Financial Sponsors are responsible for all financial obligations of the Periodical.

Annually, the Financial Sponsors shall, by 15 March, agree on Periodical pricing for the next year, and within 30 days, the coordinating society shall provide copies to all Financial Sponsors of itemized income and expense budgets that provide a financial history, current performance, and recommended budgets for the next year, as well as historical information and recommendations for page budgets, numbers of issues, and suggested pricing. The Financial Sponsors shall then review and approve the proposed budget within 30 days of receipt. The Financial Sponsors shall confirm these recommendations and act on them as part of their respective, annual budgets.

The Financial Sponsors shall share responsibility for coordinating budget activities, with OSA and IEEE taking responsibility in alternating years.

Anticipated expenses by any of the Financial Sponsors shall be documented and approved in advance by the parties. Income shall first be used to cover the authorized expenses of the Financial Sponsors. Any net (or loss) shall be distributed based on the formula developed and approved by the parties and included in this Section.

Revenue shall include all income derived from the Periodical, including:

1. Single title sales – institutions, members, and other;
2. Consortia sales;
3. Allocations from online database package sales (including, but not limited to: OSA InfoBase; IEEE Xplore; ComSoc Digital Library);
4. Pay per view sales; and
5. Freight income.

Expenses shall include all Periodical-related direct expenses, including:

1. Composition ;
2. Digital file preparation;
3. Printing;
4. Freight expenses;
5. Marketing;
6. Steering Committee member travel costs;
7. Paper submission and peer review process labor costs.
8. Steering Committee member travel costs (to be reimbursed and expensed by IEEE).

No party shall include overhead in its calculation of revenue/expenses.

Staff travel costs shall be absorbed by the individual Financial Sponsors.

The Financial Sponsors may track peer-review and production-related expenses either by article or by page, according to their internal procedures.

- In 2009, OSA shall expense paper submission and peer review costs at a rate of \$125 per article.
- In 2009, IEEE shall expense composition, production, and digital file preparation costs at a rate of \$20 per page.

These numbers may be increased in subsequent years' budgets, by mutual agreement of the parties.

All revenue and expenses shall be pooled together to arrive at a net profit or loss. No later than 60 days following the close of each calendar year, all profit or loss, after payment of obligations, shall be disbursed to or paid by the Financial Sponsors so that net profit/loss is distributed according to the following formula: 50% to OSA, 25% to ComSoc, and 25% to LEOS.

### **Subscriptions.**

All of the Financial Sponsors and any Technical Cosponsors shall offer the Periodical according to the rates developed by the Financial Sponsors. These rates shall be developed for non-member subscribers as well as for all classes of IEEE, IEEE Society, and OSA members. OSA and IEEE may independently set pricing for consortia and multi-journal packages that include the Periodical. The sales price(s) for the Periodical agreed to by the Financial Sponsors will be used by all Sponsors in determining the allocation of revenue to the Periodical from consortia, multi-journal, and other negotiated subscription packages. If any of the Financial Sponsors chooses to price a multi-journal subscription package (print or online) that includes the Periodical at a discount from the normal retail price of each element of the multi-journal package, then the discount percentage applied to the Periodical, for the purpose of determining revenue to be shared among the Financial Sponsors pursuant to this Agreement, shall not be greater than the average discount given for all of the elements of the multi-journal package (see example).

Example: Subscription package includes JOCN, Journal X, Journal Y, and Journal Z.

- Total cost of subscription package represents 20% discount off cost of purchasing each journal separately (in the same medium);
- Revenue allocated to JOCN from subscription package for purposes of revenue sharing shall be no more than 20% less than retail price agreed upon pursuant to this Agreement.

The Periodical may be included in the OSA InfoBase, IEEE All Society Periodicals Package (ASPP) and Society APP Sub-packages, as well as the IEEE Electronic Library and ComSoc Digital Library. The Periodical shall not be included in any other packages or distributions, in any format, without the unanimous consent of the Financial Sponsors.

### **Publicity.**

The Periodical shall accept, as filler, an equal and reasonable number of calls for papers and call for participation for technical meetings of any of the Financial Sponsors, provided such meetings are directly related to optical communications and networking.

### **Amendments to this Agreement.**

All amendments to this Agreement, other than those of an administrative nature, shall require the unanimous consent of the Financial Sponsors.

