

Contract Between Mary Ann Liebert, Inc. publishers and the International Pediatric Endosurgical Group

This contract is a binding agreement between Mary Ann Liebert, Inc., publishers, a New York Corporation (hereby referred to as the Publisher), publisher of *Journal of Laparoendoscopic and Advanced Surgical Techniques* (hereby referred to as the Journal), and the International Pediatric Endosurgical Group (hereby referred to as the Society or IPEG).

1. Ownership of Journal

Publisher publishes and owns the Journal, *Journal of Laparoendoscopic and Advanced Surgical Techniques*, including the title, and worldwide copyrights of its contents in all formats including all print and all electronic formats. Manuscripts submitted to the Journal become the property of the Journal upon receipt.

2. Online Publication of Journal

The Journal is published online as well as in print.

3. Frequency of Publication

The Journal is published bimonthly at present. Publisher has the sole right to increase frequency if deemed to be in the best interests of the Journal. Publisher will consider a supplement devoted to pediatric papers if funding from an outside source is available, with approval from the Editor-in-Chief.

4. Official Affiliation

Under this agreement, IPEG will continue to designate the Journal as the Official Journal of the Society. All active members will become subscribers to the Journal as part of their membership upon the payment by IPEG of the amount set forth in paragraph 10 hereof. The words "Official Journal of IPEG" will be incorporated in the appropriate frontmatter of the Journal, in marketing brochures, on the Publisher's website (www.liebertpub.com/lap), and other related material.

5. Term of the Agreement

The term of this agreement shall be 5 years from January 1, 2006 through December 31, 2010. This agreement shall be automatically renewed for additional periods of 5 years, unless written notice of cancellation is served on either party not less than six months prior to the expiration of this initial agreement or any renewal thereof. This agreement can be terminated for breach as provided for in paragraph number 17.

6. Pediatric Editor and Pediatric Editorial Board of the Journal

The IPEG Executive Committee will appoint all future Pediatric Editors of the Journal in consultation with the Publisher and the Journal Editor-in-Chief. The Pediatric Editor of the Journal will in turn appoint the Pediatric Associate Editor, the International Pediatric Editors, and the Pediatric Editorial board, with the approval of the Journal Editor-in-Chief, which will not be unduly withheld. The Pediatric Editorial board members will serve 4-year terms.

7. Number of Manuscripts

The Journal will publish an average of 6 pediatric papers per issue, for a total of 36 papers per year, plus IPEG Guidelines, if any. IPEG Guidelines will *not* be counted as one of the 36 papers. The number of pediatric papers published may increase by mutual agreement between the Publisher and IPEG on a case-by-case basis.

8. Society Announcements

Four black-and-white pages will be reserved in each issue, if desired, for Society announcements and a Society application form. The Publisher will be flexible about Society pages, as space permits. The Society will submit materials for these pages by the deadlines established by the Publisher. The Publisher reserves the right to review such material.

9. Abstracts from IPEG Meeting

Publisher will print the Abstracts for IPEG's Annual Meeting free of charge in the issue of *Journal of Laparoendoscopic and Advanced Surgical Techniques* preceding the Society's annual meeting if there are fewer than 275 abstracts. If there are more than 275 abstracts, each additional abstract will cost \$25. That price will hold through 2007.

The Society will submit the abstracts in a format required by the Publisher and before the provided deadline. Format details and deadlines will be provided at least 12 weeks in advance to the Society, and up to a year in advance if so requested.

10. Subscriptions to Journal for Society Members

The subscription rate for the Journal for each member subscription will be \$65 per member subscription anywhere in the world for print and online access in 2006 and 2007. Surgeons-in-training will be able to access the online journal free online via www.ipeg.org if desired by IPEG. If IPEG chooses to provide surgeons-in-training with a copy of the print journal, the cost will be \$42 per subscription in 2006 and 2007.

11. Society Membership List

The Society will provide the Publisher with the names and addresses, phone numbers, fax numbers, and email addresses of Society members. Such list shall be used by Mary Ann Liebert, Inc. solely for the purpose of mailing copies of and promoting the Journal, and for the purpose of soliciting papers and advertising. These lists will remain the property of the Society.

12. Journal Mailing List

All mailing lists excluding the Society membership list are the sole property of the Publisher.

13. Paid Advertising

Mary Ann Liebert, Inc. will exert its best efforts to obtain appropriate professional advertising from medical equipment manufacturers, pharmaceutical companies, and other relevant advertisers. The suitability of advertisements which have not appeared previously in the Journal or in another reputable peer-reviewed journal shall be determined by MAL, Inc. in consultation with the Editor-in-Chief. Advertisements are printed only in front or back portions of the Journal, not interspersed among papers. A disclaimer statement approved by the Publisher and the Society with respect to paid advertisements and scientific content will appear in each issue of the Journal. The Publisher retains the right to sell all advertising in *Journal of Laparoendoscopic and Advanced Surgical Techniques*.

When IPEG member subscriptions exceed 850, the Publisher will pay the Society a 10% royalty on net advertising revenues (gross revenues less commissions). The Publisher will retain all other advertising revenue therefrom. Royalty payments will be made to the Society annually.

14. Links

The Publisher will provide Web site links from the Publisher's home page (www.lieberpub.com/lap) to the Society's home page (www.ipeg.org), and the Society will provide links from the Society's home page to the Publisher's home page.

15. Trade Shows

The Society agrees to exhibit or distribute the Journal at no charge at all Society meetings. The Publisher will promote and distribute *Journal of Laparoendoscopic and Advanced Surgical Techniques* at relevant medical conventions and trade shows it attends provided this is not in violation of trade show rules.

16. Billing

The Publisher will bill the Society \$10.83 per member upon publication of each of the six journal issues, for a total of \$65 per member per year. Payment shall be made by the Society within 30 days of the date of the invoice.

17. Termination

If either party breaches a material obligation under this agreement, the party not in breach may notify in writing the breaching party of the alleged breach, specifying the nature thereof, and if the breach is not rectified within 90 days following receipt of such notice, the party not in breach may, at its option, within 30 days after the expiration of such 90-day notice, terminate this agreement by a second notice in writing, which termination date shall be not earlier than thirty (30) days from the date of such second notice. Upon the termination date specified in such second notice, this agreement shall terminate.

18. Consequences of Termination or Expiration

Upon termination or expiration of this Agreement, all property designated as owned by either party shall be retained by such party exclusively or turned over to the other party if it is in the possession of a non-owning party.

19. Notices

All materials submitted to the Publisher by the Society for inclusion in the Journal shall be delivered to Mary Ann Liebert, Inc. at the following address:

Vicki Cohn
Executive Vice President & Managing Editor
Mary Ann Liebert, Inc.
Journal of Laparoendoscopic and Advanced Surgical Techniques
140 Huguenot Street, 3rd Floor
New Rochelle, NY 10801-5215

Any notice to be provided by the Society to Mary Ann Liebert, Inc. shall be addressed to:

Vicki Cohn
Executive Vice President & Managing Editor
Mary Ann Liebert, Inc.
Journal of Laparoendoscopic and Advanced Surgical Techniques
140 Huguenot Street, 3rd Floor
New Rochelle, NY 10801-5215

And shall be sent by overnight delivery service with confirmation of receipt.

Any notice to be provided by Mary Ann Liebert, Inc. to IPEG shall be addressed to:

Joyce Hasper
Executive Director, IPEG
11300 W. Olympic Blvd.
Suite 600
Los Angeles, CA 90064

And shall be sent by overnight delivery service with confirmation of receipt.

The Society shall notify Mary Ann Liebert, Inc. promptly of the succession of the Secretary and updated mailing address.

Delivery of any notice shall be deemed made on the date such receipt notes delivery was accepted by the addressee.

20. Miscellaneous

By signing this agreement below, both parties agree to all provisions of this Agreement, and this Agreement constitutes the entire agreement between the parties with respect to the subjects addressed herein. Any future Agreements must be made in writing and agreed to by both parties. This Agreement may be modified only by a written instrument signed on behalf of both parties. Except if either party shall merge into an entity which shall own all of the assets of such party and shall continue to conduct substantially the same activities as the activities of the assignor, neither party may assign this Agreement without the express written consent of the other party to this Agreement, which consent shall not be unreasonably withheld. Furthermore, by signing this Agreement, the individual signing states that he or she is an authorized party within the designated organization to enter such agreement. This agreement will be governed by and interpreted in accordance with the laws of the State of New York and the parties agree that jurisdiction and venue of any dispute shall be in the federal or state courts in New York State.

21. Indemnification

The Publisher shall defend, indemnify and hold the Society, its directors, officers, employees, agents, successors and assigns harmless from and against any and all damages, costs or expenses (including reasonable attorney's fees and costs of settlement) incurred by the Society and/or such other parties, arising out of, or relating to any errors of any kind in advertisements, articles or other content of the Journal, other than advertisements, articles, or other content provided to the Publisher by the Society. The foregoing indemnity by Publisher shall not apply to the extent any damages arise out of the Society's actions or failure to act, or out of any breach of the Society's representations, warranties, covenants or agreements set forth in this Agreement.

Signed:

Mary Ann Liebert, Inc.

Vicki Cohn (signature) Vicki Cohn (printed)
Exec V.P. (title) March 20, 2006 (date)

International Pediatric Endosurgical Group

Keith Georgeson (signature) Keith Georgeson, MD (printed)
President, IPEG (title) March 28, 2006 (date)

A. Yamataka (signature) Atsuyuki Yamataka MD (printed)
M.D. (title) 25 / March / 06 (date)