



**Agreement between the Ohio History Connection and the Society of Ohio Archivists
July 1, 2020**

This agreement is between the Ohio History Connection, located at 800 E. 17th Ave., Columbus, Ohio ("OHC"), and the Society of Ohio Archivists ("SOA").

Whereas, the OHC and the SOA share a common goal of preserving and maintaining historical collections in Ohio through professional development, networking, access to research and resources, and advocacy, and

Whereas, the OHC and the SOA believe that by cooperating toward achieving this goal greater progress can be made.

Now therefore, the Parties agree as follows:

- 1) The OHC will manage and maintain the SOA's membership database.
 - a. The OHC will maintain and make available in common format (e.g. MS Excel) the SOA's membership database.
 - b. The SOA will retain sole ownership of the database.
 - c. The OHC may use the SOA database for two (2) mailings each year without cost.
 - d. The SOA may use the OHC teacher database for two (2) mailings each year without cost.
 - e. The SOA members who opt out of the membership directory and mailings will also not receive mailings from the OHC.
 - f. The SOA Treasurer, or alternate officer, will provide electronic updates of the membership database quarterly upon request.
 - g. The OHC will not share the SOA membership information with other organizations or individuals.
 - h. The OHC will email membership annual renewal notices and reminder notices to existing members and mail confirmations to new and renewing members. The first notice will be emailed no later than January 15. The second reminder will be emailed to those people who have not renewed between February 15 and February 28. The third reminder will be emailed to those who have not renewed between March 15 and March 31.
 - i. The SOA will provide the information to be contained in the renewal notices to the OHC by December 1.
 - j. The OHC will provide a copy of the mailer for the SOA review by December 15 with all edits/changes completed by December 31.
 - k. The OHC will print mailing labels for the SOA upon request at cost of materials and delivery.
 - l. Upon request of the SOA, the OHC will use its web-based e-commerce system to facilitate online membership renewal. Upon request, the OHC will provide reports of persons registered to the SOA. The OHC will distribute the monies paid for SOA registration, less 3% per transaction, to the SOA Treasurer no later than 30 days after the date of the event.
- 2) The OHC will design and produce the SOA newsletter and the Annual Conference program. All materials will include the SOA logo, the OHC logo and the statement, "This Society of Ohio Archivists publication is printed and distributed in partnership with the Ohio History Connection."

Annual Conference Program

- a. The OHC will maintain a production editor who will design the layout and manage the production and distribution of the conference programs.
- b. The production editor and the appropriate SOA representative will negotiate and agree to a production schedule for the program approximately three (3) months prior to the program date. Any changes to the schedule will be negotiated and agreed to by the same parties.
- c. The SOA designated program coordinator will be responsible for supplying the OHC with print-ready content.
- d. The SOA maintains editorial control of the SOA publications, and as such the right to review and approve all items submitted for publication. Materials will be approved within ten (10) business days of submission.
- e. The SOA retains copyright for all SOA-branded materials.
- f. The OHC will provide an itemized cost of production estimate sent to the SOA with the first review copy of the program.
- g. The conference programs will be published via the SOA website. Unless specifically agreed to between the SOA and the OHC, they will not be mailed.
- h. Upon request of the SOA, the OHC will use its web-based e-commerce system to facilitate online registration for the Fall Meeting and/or Spring Annual Conference. Upon request, the OHC will provide reports of persons registered to the SOA. The OHC will distribute the monies paid for SOA registration, less 3% per transaction to the SOA Treasurer no later than 30 days after the date of the event.
- i. The OHC will contact SOA membership by mail or email up to two (2) times for annual meeting reminder.

The SOA Newsletter

- a. The OHC will maintain a production editor who will manage the design, production, and distribution of the newsletter.
- b. The production editor and the appropriate SOA newsletter editor will negotiate and agree to a production schedule for each issue approximately four (4) months prior to the publication date. Any changes to the newsletter will be negotiated and agreed to by the same parties.
- c. The SOA newsletter editor will be responsible with supplying the OHC with print-ready content.
- d. The SOA maintains editorial control of the SOA publications, and as such the right to review and approve all items submitted for publication. Materials will be approved within ten (10) business days of submission.
- e. The SOA retains copyright for all SOA-branded materials.
- f. The OHC will provide an itemized cost of production estimate sent to SOA with the first review copy of the newsletter.
- g. The newsletter will be published via the SOA website. Unless specifically agreed to between the SOA and the OHC, they will not be mailed.

3) The OHC will host and maintain the SOA website, located at <http://www.ohioarchivists.org>.

- a. The SOA will maintain a content editor who will be responsible for adding content to the website using the content management software provided. For content that requires the aid of the OHC to post, the content editor will supply the OHC with appropriate images, text and design information one (1) week prior to posting deadline.
- b. The OHC will maintain a webmaster who will maintain the website's access and upkeep, post information when the content management software cannot be utilized and make changes requested by the SOA content editor.

- c. The website's address will remain <http://www.ohioarchivists.org>. The OHC will renew the domain on a regular basis and bill the SOA for the domain registration fees.
 - d. The SOA maintains editorial control of the website, and as such the right to post, review and approve all changes.
 - e. Any changes to the current SOA website design will be initiated and approved by SOA Council or its designee.
 - f. The OHC will notify the SOA of any and all planned website upgrades and/or maintenance costs prior to implementation for the SOA approval.
 - g. The SOA Council will approve all website upgrade and maintenance costs prior to implementation.
- 4) The OHC will assist with the Archives Month activities in October, including:
- a. The OHC will maintain a production editor who will manage the design, production, and distribution of the Archives Month poster.
 - b. The production editor and the appropriate SOA representative will negotiate and agree to a production schedule for the program approximately four (4) months prior to Archives Month. Any changes to the schedule will be negotiated and agreed to by the same parties.
 - c. The SOA-designated program coordinator will be responsible for providing the OHC with print-ready content.
 - d. The SOA maintains editorial control of SOA publications, and as such the right to review and approve all items submitted for publication. Materials will be approved within ten (10) business days of submission.
 - e. The SOA retains copyright for all the SOA-branded materials.
 - f. The OHC will provide an itemized cost of production estimate sent to SOA with the first review copy of the program.
 - g. The OHC will provide design and layout of an Archives Month poster, based on content provided by the SOA Archives Month Committee.
 - h. The OHC will provide a draft layout and the design of the poster will be submitted to the SOA Archives Month Committee for review and approval per the agreed upon production schedule (see 4b).
 - i. The OHC will provide mailing of an Archives Month mailer that includes the SOA-approved poster and information about the Fall Meeting as appropriate.
- 5) The SOA may desire to have OHC perform work or render services above and beyond those described in sections 1-4. Such changes may be made by mutual agreement of both parties, and will be documented in an exchange of correspondence between the two parties (such as an email thread) that will serve as an addendum to this agreement.
- 6) The SOA will reimburse the OHC for costs incurred, including:
- a. The SOA will provide the OHC with a \$100 budget for supplies and materials during the contract period. Estimates for all other direct costs will be provided to a designated SOA officer for approval before any costs are incurred. The SOA will make payment to the OHC within 30 days of this agreement being signed.
 - b. The annual maintenance fee for this agreement is \$250. The SOA will make payment of \$500 for the two-year contract period to the OHC within 30 days of this agreement going into effect.
 - c. All non-salary direct costs incurred by the OHC under the terms of this agreement will be billed within ten (10) business days of the end of the month following the completion of the activities. Payment will be due within 30 days. These costs include, but are not limited to:
 - 1. All direct non-salary costs for production of SOA publications and printed materials.

2. All postage associated with the SOA activities.
 3. All direct costs for website enhancements in addition to those functions detailed above.
 - d. In the event of extra work as agreed to in section 5, SOA shall reimburse OHC for additional staff time or other expenses at a rate mutually agreed upon.
 - e. Additionally, the SOA will provide the OHC:
 1. Two (2) free SOA Annual Conference registrations.
 2. One free exhibit table at the SOA Annual Conference.
- 7) The OHC will assign a liaison who will:
- a. Serve as the primary OHC contact for SOA Council Members and Committee Chairs.
 - b. Assist the SOA with duties listed above in items 1-5 and will work with Committee Chairs to ensure project deadlines are met.
 - c. Attend the SOA Council Meetings as a representative of the OHC.
 - d. Assist with registration for the SOA Annual Meetings.
- 8) The term of this Agreement shall begin on July 1, 2020 and shall end on June 30, 2022. Subject to mutual agreement by both parties, this agreement may remain in force after June 30, 2022, in the event of ongoing discussions or other delay in the renewal of this agreement, until such time as a new agreement is reached. Either Party may suggest modifications to the contract within any two-year contract period by giving the other Party written notice of 30 days.
- a. Either Party may terminate this Agreement for material breach by giving the other Party written notice of termination 30 days prior to the termination date. If the breaching Party is unable to cure the breach, this Agreement shall terminate at the close of business on the 30th day. In the event that this Agreement is terminated by the SOA, the OHC shall be entitled to reimbursement of all expenses associated with the contract which were incurred prior to receipt of the notice of termination.
- 9) The parties agree that in performing its responsibilities under this Agreement, the OHC shall have the status of an independent contractor. Nothing herein shall be deemed or construed to create a joint venture, partnership, agency or employer/employment relationship between the Parties for any purpose, including, but not limited to, the payment of taxes or employee benefits. The OHC will be solely responsible for the payment of all compensation, taxes, withholdings and insurance for staff involved in carrying out the terms of this contract.
- 10) This Agreement sets forth the entire understanding between the Parties and supersedes all prior agreements, whether oral or written. This Agreement may not be modified or amended except by the mutual written agreement of the Parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is sought to be enforced.
- 11) This Agreement shall be interpreted in accordance with the laws of the State of Ohio.

In witness whereof, the Parties have caused this Agreement to be executed as of the dates set forth below.

Ohio History Connection



Stacia Kuceyeski, Director, Outreach Division
Ohio History Connection

5/1/2020

Date

Society of Ohio Archivists



Adam Wanter, President
Society of Ohio Archivists

5/8/2020

Date