

LETTER OF AMENDMENT
7 January 2008

Professor Steven J. Klees, President
Comparative and International Education Society
College of Education
University of Maryland
College Park, MD 20742

Dear Professor Klees:

This letter, when signed and approved by you on behalf of the Comparative and International Education Society, will become an Amendment to the Memorandum of Agreement dated 1 July 1982, as amended 5 April 1983, 31 August 1992, 31 March 1997, 15 July 1998, 8 July 1999, 25 June 2004, and 7 September 2005, between the University of Chicago, acting through its Press, and the Comparative and International Education Society:

Effective 1 July 2007, the following shall be substituted for Clause 6. (A):

6. (A) (i) To pay the Sponsor a guaranteed minimum of \$75,000 for operations in fiscal 2008 and for five (5) years thereafter contingent upon publication of a cumulative total of text pages that is between 576 and 610 text pages in the August, November, February, and May issues. (Each page between the covers of each journal issue shall be considered a text page, with the exception of advertisements and blank pages.)

The Sponsor will earn 30% of the first \$250,000 of total income collected for COMPARATIVE EDUCATION REVIEW by the Publisher toward the guaranteed minimum of \$75,000, and 50% of the total income collected for COMPARATIVE EDUCATION REVIEW above \$250,000. Total income shall be defined as, but not limited to, all income received for subscriptions, single copies, reprints, advertising, list rental, rights, and permissions.

It is understood and agreed that no additional payments will be due to the Sponsor from the Publisher for single copy sales, licenses, or derivative works as previously

agreed in clauses 6. (B), 6. (C), and 6. (D) in the Memorandum of Agreement dated 1 July 1982.

It is understood and agreed that annual payments may be changed by mutual agreement in light of changing financial circumstances of the Press or the Sponsor.

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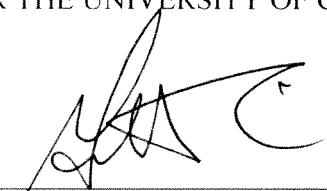
- (ii) To pay the Sponsor in fiscal 2008 and each year thereafter, (a) if the cumulative number of text pages published in the four issues published during such fiscal year exceeds 610, \$75,000 less a fee of \$70.00 per text page published in excess of 610, or (b) if the cumulative number of text pages published in the four issues published during such fiscal year is fewer than 559, \$75,000 plus \$70.00 per text page fewer than 559.
- (iii) Payments of \$18,750 shall be made within 45 days of the end of the first three quarters of each fiscal year, the first quarter to include July 1 through September 30. The fourth quarterly payment of each fiscal year (for the period April 1 through June 30) shall be adjusted to reflect the number of text pages published and any additional amounts earned by the Sponsor in excess of the guaranteed minimum of \$75,000 as stipulated above.


Except for these changes, all other clauses of the Memorandum of Agreement will remain as written.

Accepted and Approved:

FOR THE UNIVERSITY OF CHICAGO

FOR THE COMPARATIVE AND
INTERNATIONAL EDUCATION
SOCIETY

By 
Garrett Kiely, Director
The University of Chicago Press
Date 3.12.08

By 
Steven J. Klees, President
Date 1/15/08

LETTER OF AMENDMENT
7 September, 2005

Professor Martin Carnoy, President
Comparative and International Education Society
827 San Francisco Court
Stanford, CA 94305
USA

Journals Division

Dear Professor Carnoy:

This letter, when signed and approved by you on behalf of the Comparative and International Education Society, will become an Amendment to the Memorandum of Agreement dated 1 July, 1982, as amended 5 April, 1983, 31 August, 1992, 31 March, 1997, 15 July, 1998, 8 July, 1999, and 25 June, 2004, between the University of Chicago, acting through its Press, and the Comparative and International Education Society:

Effective 1 July, 2005, the following shall be substituted for Clause 6. (A):

6. (A) (i) To pay the Sponsor \$70,000 for operations in fiscal 2006 and each year thereafter contingent upon publication of a cumulative total of text pages that is between seventeen pages fewer than 576 text pages and seventeen pages in excess of 576 text pages in the August, November, February, and May issues. (Each page between the covers of each journal issue shall be considered a text page, with the exception of advertisements and blank pages.)

It is understood and agreed that annual payments may be changed by mutual agreement in light of changing financial circumstances of the Press or the Sponsor.

- (ii) To pay the Sponsor in fiscal 2006 and each year thereafter, (a) if the cumulative number of text pages published in the four issues published during such fiscal year exceeds 593, \$70,000 less a fee of \$40.00 per text page published in excess of 593, or (b) if the cumulative number of text pages published in the four issues

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published during such fiscal year is fewer than 559, \$70,000 plus \$40.00 per text page fewer than 559.

The Press shall have the right to revise the fee annually, in order to adjust it for the changing cost of publication, after consultation with the Sponsor; the Press shall inform the Sponsor of any change in the fee for that fiscal year at least two months prior to publication of the February issue of that year.

Page 2 of 2

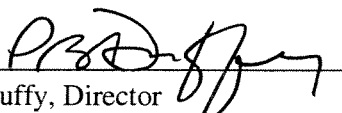
- (iii) Payments of \$17,500 shall be made within 45 days of the end of the first three quarters of each fiscal year, the first quarter to include July 1 through September 30. The fourth quarterly payment of each fiscal year (for the period April 1 through June 30) shall be adjusted to reflect the number of text pages published, as stipulated above and shall be made no later than sixty days after the end of the fiscal year.

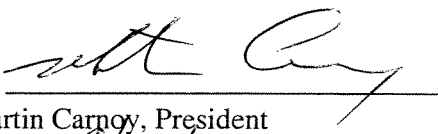
Except for this change, all other clauses of the Memorandum of Agreement will remain as written.

Accepted and approved:

FOR THE UNIVERSITY OF CHICAGO

FOR THE COMPARATIVE AND
INTERNATIONAL EDUCATION
SOCIETY

By 
Paula Duffy, Director
The University of Chicago Press

By 
Martin Carnoy, President
Date 9/15/05

LETTER OF AMENDMENT

25 June, 2004

Professor Don Holsinger, President
Comparative and International Education Society
Brigham Young University
306 MCKB
Provo, UT 84602
USA

Journals Division

Dear Professor Holsinger:

This letter, when signed and approved by you on behalf of the Comparative and International Education Society, will become an Amendment to the Memorandum of Agreement dated 1 July, 1982, as amended 5 April, 1983, 31 August, 1992, 31 March, 1997, 15 July, 1998, and 8 July, 1999 between the University of Chicago, acting through its Press, and the Comparative and International Education Society:

Effective 1 July, 2004, the following shall be substituted for Clause 6. (A):

6. (A) (i) To pay the Sponsor \$60,000 for operations in fiscal 2005 and each year thereafter contingent upon publication of a cumulative total of text pages that is between seventeen pages fewer than 576 text pages and seventeen pages in excess of 576 text pages in the August, November, February, and May issues. (Each page between the covers of each journal issue shall be considered a text page, with the exception of advertisements and blank pages.)

It is understood and agreed that annual payments may be changed by mutual agreement in light of changing financial circumstances of the Press or the Sponsor.

- (ii) To pay the Sponsor in fiscal 2005 and each year thereafter, (a) if the cumulative number of text pages published in the four issues published during such fiscal year exceeds 593, \$60,000 less a fee of \$40.00 per text page published in excess of 593, or (b) if the

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cumulative number of text pages published in the four issues published during such fiscal year is fewer than 559, \$60,000 plus \$40.00 per text page fewer than 559.

The Press shall have the right to revise the fee annually, in order to adjust it for the changing cost of publication, after consultation with the Sponsor; the Press shall inform the Sponsor of any change in the fee for that fiscal year at least two months prior to publication of the February issue of that year.

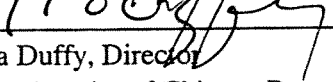
- (iii) Payments of \$15,000 shall be made within 45 days of the end of the first three quarters of each fiscal year, the first quarter to include July 1 through September 30. The fourth quarterly payment of each fiscal year (for the period April 1 through June 30) shall be adjusted to reflect the number of text pages published, as stipulated above and shall be made no later than sixty days after the end of the fiscal year.

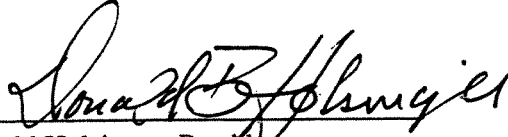
Except for this change, all other clauses of the Memorandum of Agreement will remain as written.

Accepted and approved:

FOR THE UNIVERSITY OF CHICAGO

FOR THE COMPARATIVE AND
INTERNATIONAL EDUCATION
SOCIETY

By 
Paula Duffy, Director
The University of Chicago Press

By 
Donald Holsinger, President
Date August 1, 2004

The University of Chicago Press

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JOURNALS DIVISION

LETTER OF AMENDMENT

8 July, 1999

Professor Ruth Hayhoe
The Hong Kong Institute of Education
10 Lo Ping Road
Tai Po, New Territories
Hong Kong

Dear Professor Hayhoe:

This letter, when signed and approved by you on behalf of the Comparative and International Education Society will become an Amendment to the Memorandum of Agreement dated 1 July, 1982, as amended 5 April, 1983, 31 August, 1992, and 31 March, 1997, and 15 July 1998 between the University of Chicago, acting through its Press, and the Comparative and International Education Society:

Effective 1 January, 2000, the following shall be substituted for Clause 6. (A):

6. (A) (i) To pay the Sponsor \$13,625 for each of the third and fourth quarters of fiscal 2000, to be paid within 45 days of the end of those quarters.
- (ii) To pay the Sponsor \$54,500 for operations in fiscal 2001 and each year thereafter contingent upon publication of a cumulative total of text pages that is between seventeen pages fewer than 576 text pages and seventeen pages in excess of 576 text pages in the August, November, February, and May issues. (Each page between the covers of each journal issue shall be considered a text page, with the exception of advertisements and blank pages.)

It is understood and agreed that annual payments may be changed by mutual agreement in light of changing financial circumstances of the Press or the Sponsor.

- (iii) To pay the Sponsor in fiscal 2001 and each year thereafter, (a) if the cumulative number of text pages published in the four issues published during such fiscal year exceeds 593, \$54,500 less a fee of \$40.00 per text

page published in excess of 593, or (b) if the cumulative number of text pages published in the four issues published during such fiscal year is fewer than 559, \$54,500 plus \$40.00 per text page fewer than 559.

The Press shall have the right to revise the fee annually, in order to adjust it for the changing cost of publication, after consultation with the Sponsor; the Press shall inform the Sponsor of any change in the fee for that fiscal year at least two months prior to publication of the February issue of that year.

- (iv) Payments of \$13,625 shall be made within 45 days of the end of the first three quarters of each fiscal year, the first quarter to include July 1 through September 30. The fourth quarterly payment of each fiscal year (for the period April 1 through June 30) shall be adjusted to reflect the number of text pages published, as stipulated above and shall be made no later than sixty days after the end of the fiscal year.

Except for this change, all other clauses of the Memorandum of Agreement will remain as written.

Accepted and Approved:

FOR THE UNIVERSITY OF CHICAGO

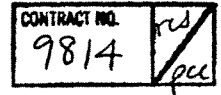
FOR THE COMPARATIVE AND
INTERNATIONAL EDUCATION
SOCIETY

By Penelope Kaiserlian
Penelope Kaiserlian, Associate Director
The University of Chicago Press

By Ruth Hayhoe
Ruth Hayhoe, President
Date July 12, 1999

The University of Chicago Press

5720 South Woodlawn Avenue
Chicago, Illinois 60637-1603
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Fax: (773) 702-0694

JOURNALS DIVISION

LETTER OF AMENDMENT
15 July, 1998

Professor William K. Cummings
President, CIES
SUNY Buffalo
Baldy 468
Buffalo, NY 14260

Dear Professor Cummings:

This letter, when signed and approved by you on behalf of the Comparative and International Education Society will become an Amendment to the Memorandum of Agreement dated 1 July, 1982, as amended 5 April, 1983, 31 August, 1992, and 31 March, 1997, between the University of Chicago, acting through its Press, and the Comparative and International Education Society:

Effective 1 June, 1998, the following shall be substituted for Clause 6. (A):

6. (A) (i) To make a one-time payment to the Sponsor of \$3,500 by August 1, 1998.
- (ii) To pay the Sponsor \$36,500 for operations in fiscal 1998 and each year thereafter contingent upon publication of a cumulative total of text pages that is between seventeen pages fewer than 576 text pages and seventeen pages in excess of 576 text pages in the August, November, February, and May issues. (Each page between the covers of each journal issue shall be considered a text page, with the exception of advertisements and blank pages.)

It is understood and agreed that annual payments may be changed by mutual agreement in light of changing financial circumstances of the Press or the Sponsor.

- (iii) To pay the Sponsor in fiscal 1998 and each year thereafter, (a) if the cumulative number of text pages published in the four issues published during such fiscal year exceeds 593, \$36,500 less a fee of \$40.00 per text page published in excess of 593, or (b) if the cumulative number of text pages published in the four issues published during such fiscal year is fewer than 559, \$36,500 plus \$40.00 per text page fewer than 559.

The Press shall have the right to revise the fee annually, in order to adjust it for the changing cost of publication, after consultation with the Sponsor; the Press shall inform the Sponsor of any change in the fee for that fiscal year at least two months prior to publication of the February issue of that year.

- (iv) Payments of \$9,125 shall be made within 45 days of the end of the first three quarters of each fiscal year, the first quarter to include July 1 through September 30. The fourth quarterly payment of each fiscal year (for the period April 1 through June 30) shall be adjusted to reflect the number of text pages published, as stipulated above and shall be made no later than sixty days after the end of the fiscal year.

Except for this change, all other clauses of the Memorandum of Agreement will remain as written.

Accepted and Approved:

FOR THE UNIVERSITY OF CHICAGO

FOR THE COMPARATIVE AND
INTERNATIONAL EDUCATION
SOCIETY

By Penelope Kaiserlian
Penelope Kaiserlian, Associate Director,
The University of Chicago Press

By William K. Cummings
William K. Cummings, President
Date Oct. 1, 1998

The University of Chicago Press

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OFFICE OF THE DIRECTOR

LETTER OF AMENDMENT
March 31, 1997

Professor Carlos Torres
President, CIES
UCLA Latin American Center
10343 Bunche Hall
Los Angeles, California 90095-1447

Dear Mr. Torres.

This letter, when signed and approved by you on behalf of the Comparative and International Education Society (CIES), will become an amendment to the Memorandum of Agreement dated 1 July 1982 and its Amendments of 1 July 1983 and 31 August 1992, between the University of Chicago, and CIES, concerning the publication of the journal entitled *Comparative Education Review*:

Effective July 1, 1996, Clause 6.(A)(i) shall read:

Contingent upon publication of a cumulative total of 576 or fewer text pages in August 1996, November 1996, February 1997, and May 1997 issues, and thereafter contingent on publication of 576 or fewer text pages in the August, November, February, and May issues, to pay the Sponsor \$18,500 or twenty-five and six tenths percent of the total net annual subscription income, whichever is greater. Payments of twenty-five and six tenths percent of net subscription income received in each quarter shall be made within 45 days of the end of the quarter. The fourth quarterly payment of each fiscal year (based on the period April 1 through June 30) shall be adjusted to bring the annual total to \$18,500 minus any fees deductible under 6(A)(ii) below, if and only if the total of the previous three quarterly payments plus the payment of twenty-five and six tenths percent of net subscription income in the fourth quarter would be less than \$18,500 minus any fees deductible.

Except for these changes, the Agreement will remain as written.

Approved and Accepted:

FOR THE UNIVERSITY OF
CHICAGO PRESS

Penelope Kaiserlian

Penelope Kaiserlian, Associate Director

FOR THE COMPARATIVE AND
INTERNATIONAL EDUCATION
SOCIETY

Carlos Torres

Carlos Torres, President

4/21/97

Date

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OFFICE OF THE DIRECTOR

LETTER OF AMENDMENT August 31, 1992

Professor Mark Ginsburg, President
CIES
University of Pittsburgh
5R01 Forbes Quadrangle
Pittsburgh, PA 15260

Dear Mr. Ginsburg:

This letter, when signed and approved by you on behalf of the Comparative and International Education Society (CIES), will become an amendment to the Memorandum of Agreement dated 1 July 1982 and its Amendment, effective 1 July 1983, between the University of Chicago Press (the Press), a department of The University of Chicago, and CIES, concerning the publication of the journal entitled *Comparative Education Review*:

Effective July 1, 1992, Clause 6. (A) (i) shall read:

Contingent upon publication of a cumulative total of 576 or fewer text pages in the August 1992, November 1992, February 1993, May 1993 issues, and thereafter contingent upon publication of 576 or fewer text pages in the August, November, February, and May issues, to pay the Sponsor \$15,000 or twenty-three and five tenths percent of the total net annual subscription income, whichever is greater. Payments of twenty-three and five tenths percent of net subscription income received in each quarter shall be made within 45 days of the end of the quarter, the first quarter to include July 1992 through September 1992. The fourth quarterly payment of each fiscal year (based on the period April 1 through June 30) shall be adjusted to bring the annual total to \$15,000

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Letter of Amendment
August 31, 1992
Page 2

minus any fees deductible under 6 (A) (ii) below, if and only if the total of the previous three quarterly payments plus the payment of twenty-three and five tenths percent of net subscription income in the fourth quarter would be less than \$15,000 minus any fees deductible.

Effective July 1, 1992, the following shall be added to Clause 6:

- (E) To make a one-time payment to the Sponsor of \$5,800.00 before October 15, 1992.

Except for these changes, the Agreement will remain as written.

Approved and Accepted:

FOR THE UNIVERSITY OF
CHICAGO PRESS

Morris Philipson
Morris Philipson, Director

FOR THE COMPARATIVE AND
INTERNATIONAL EDUCATION
SOCIETY

Mark Ginsburg
Mark Ginsburg, President

30 October 1992
Date

The University of Chicago Press
5801 Ellis Avenue, Chicago, Illinois 60637
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JOURNALS DEPARTMENT

AMENDMENT dated April 5, 1983 to the Memorandum of Agreement dated July 1, 1982 between The University of Chicago Press, a department of The University of Chicago, and the Comparative and International Education Society for the publication of COMPARATIVE EDUCATION REVIEW.

Effective July 1, 1983, Clause 6. (A) shall read:

- (i) Contingent upon publication of a cumulative total of 576 or fewer text pages in the October 1983, February 1984, May 1984 issues, and thereafter contingent upon publication of 576 or fewer text pages in the August, November, February, and May issues, to pay the Sponsor \$15,000 or twenty percent of the total net annual subscription income, whichever is greater. Payments of twenty percent of net subscription income received in each quarter shall be made within 45 days of the end of the quarter, the first quarter to include July 1982 through September 1982. The fourth quarterly payment of each fiscal year (based on the period April 1 through June 30) shall be adjusted to bring the annual total to \$15,000 minus any fees deductible under 6 (A) (ii) below, if and only if the total of the previous three quarterly payments plus the payment of twenty percent of net subscription income in the fourth quarter would be less than \$15,000 minus any fees deductible.
- (ii) However, if the number of text pages published in any single fiscal year exceeds 576, a fee of \$40.00 per excess page shall be deducted from the sums guaranteed above. If necessary, all or a portion of the fee shall be a charge against succeeding fiscal years. After July 1, 1983 the Publisher shall have the right to revise the fee annually, in order to adjust it for the changing cost of publication; the Publisher shall inform the Sponsor of any change in the fee for that fiscal year at least two months prior to publication of the June issue of that year.

Also effective July 1, 1983, Clause 17 shall read:

That, in calendar 1984 and thereafter, each annual volume of COMPARATIVE EDUCATION REVIEW shall contain four issues consisting of approximately 144 pages each. The frequency of publication and/or the number of text pages per issue may be changed by written agreement of the Publisher and the Sponsor.

Except for these changes, the Agreement will remain as written.

Accepted and Approved:

FOR THE UNIVERSITY OF CHICAGO PRESS

By Morris Philipson
Morris Philipson, Director BW

Date April 11, 1983

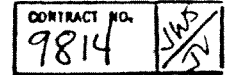
FOR THE COMPARATIVE AND INTERNATIONAL EDUCATION SOCIETY

By Richard G. White
President

Date August 2, 1983

London: The University of Chicago Press Ltd., 126 Buckingham Palace Road, London, S.W.1W 9SD, England
Telex: 23933 (answerback Chibooks Ldn) Cables: Chibooks Ldn

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JOURNALS DEPARTMENT

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT dated July 1, 1982 between The University of Chicago Press, a department of The University of Chicago, hereinafter referred to as the "Publisher," and the Comparative and International Education Society, hereinafter referred to as the "Sponsor." This Agreement cancels and supersedes all previous agreements concerning the publication of the journal entitled COMPARATIVE EDUCATION REVIEW, effective as of July 1, 1982.

THE PUBLISHER AGREES:

1. To register the copyright for COMPARATIVE EDUCATION REVIEW in the name of the Sponsor.
2. To print and distribute COMPARATIVE EDUCATION REVIEW in a format and style mutually acceptable.
3. To perform and pay for all services relating to publication and distribution of COMPARATIVE EDUCATION REVIEW after manuscripts ready for copy editing are received from the Sponsor, except as indicated in Clause Ten below.
4. To furnish a yearly financial report to the Sponsor on the operations undertaken under the terms of this Agreement as soon as possible after June 30, the close of the Publisher's fiscal year, but no later than August 31.
5. To spend \$5,000 during fiscal 1983 and \$5,000 during fiscal 1984 for promotion of the journal, not including the cost of staff in the Publisher's Promotion and Advertising Department. Expenditures in subsequent years will depend on need and the financial status of the journal, as determined by the Publisher, in consultation with the Sponsor.
6. (A) (i) Contingent upon publication of a cumulative total of 480 or fewer text pages in the October, February, and June issues, to pay to the Sponsor \$15,000 or twenty percent of the total net annual subscription income, whichever is greater. Payments of twenty percent of net subscription income received in each quarter shall be made within 45 days of the end of the quarter, the first quarter to include July 1982 through September 1982. The fourth quarterly payment of each fiscal year (based on the period April 1 through June 30) shall be adjusted to bring the annual total to \$15,000 minus any fees deductible under 6 (A) (ii) below, if and only if the total of the previous

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Journals Editorial
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Journals Production
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Journals Advertising
 (312) 962-7301

three quarterly payments plus the payment of twenty percent of net subscription income in the fourth quarter would be less than \$15,000 minus any fees deductible.

- (ii) However, if the number of text pages published in any single fiscal year exceeds 480, a fee of \$40.00 per excess page shall be deducted from the sums guaranteed above. If necessary, all or a portion of the fee shall be a charge against succeeding fiscal years. After July 1, 1983 the Publisher shall have the right to revise the fee annually, in order to adjust it for the changing cost of publication; the Publisher shall inform the Sponsor of any change in the fee for that fiscal year at least two months prior to publication of the June issue of that year.
 - (B) To pay to the Sponsor twenty-five percent of the income from single copy sales of COMPARATIVE EDUCATION REVIEW by the Publisher, beginning with sales made on or after July 1, 1983. Payment shall be made annually, for the year ending June 30th, on or before August 15th following.
 - (C) To pay to the Sponsor fifty percent of the royalty income received from the granting of licenses to reproduce material originally published in COMPARATIVE EDUCATION REVIEW, including the licensing to other publishers of the right to prepare derivative works based on material originally published in COMPARATIVE EDUCATION REVIEW. No payment shall be made for income received from July 1, 1982 to June 30, 1983. Payment from income received thereafter shall be made annually, for the year ending June 30th, on or before August 15th following.
 - (D) To pay to the Sponsor ten percent of the actual cash receipts or net price (net price being defined as the list price less standard discounts) of each derivative work from COMPARATIVE EDUCATION REVIEW published by the Publisher, unless the Sponsor and the Publisher agree in writing to other terms. Payment from income received thereafter shall be made annually, for the year ending June 30th, on or before August 15th following.
7. To fulfill subscription orders that were not fulfilled as of June 30, 1982 for which payment was received prior to that date, or to otherwise compensate subscribers who had entered such orders.

THE SPONSOR AGREES:

- 8. To furnish manuscripts substantively edited in a form acceptable to the Publisher and to be responsible for proof handling in time to permit publication in accordance with a schedule to be mutually agreed upon.
- 9. That it shall be solely responsible for the content of COMPARATIVE EDUCATION REVIEW, and that no major article shall be published in the journal unless the author has signed a transfer of copyright on a form supplied by the Publisher prior to publication, and unless any permissions necessary for quotation are obtained, any permissions fees being paid by the

author or by the Sponsor. It is understood that all articles to be published will be original and previously unpublished.

10. To assume all costs of the editorial office(s) of COMPARATIVE EDUCATION REVIEW.
11. To transfer sole ownership, and does hereby transfer sole ownership, to the Publisher of the stock of all journal issues of the COMPARATIVE EDUCATION REVIEW. The Publisher may sell or otherwise dispose of this stock, paying the Sponsor as provided in Clause 6 (B), above.
12. (A) To assign to the Publisher, and does hereby assign to the Publisher, all rights of every kind and nature now or hereafter protected by copyright for entire volumes, individual journal issues, and individual articles published in the COMPARATIVE EDUCATION REVIEW for which the rights protected by copyright are now or will hereafter be owned by the Sponsor, except that rights to entire volumes, individual journal issues, and individual articles published after the effective termination date of this Agreement by the Sponsor will belong solely to the Sponsor. Such rights, include, by way of example, the exclusive right to reproduce copies of entire volumes, individual journal issues, and individual articles; the exclusive right to prepare derivative works based upon the copyrighted works and the exclusive right to license these rights to third parties.

(B) The copyright to the issues, volumes, and the individual articles in COMPARATIVE EDUCATION REVIEW shall carry the name of the Sponsor as the copyright proprietor.

(C) Any income which may in the future during the term of this Agreement be received by the Sponsor from the Sponsor's prior exercise of any of the above rights shall be turned over to the Publisher. Further, the copyright to any derivative work published under the terms of this Agreement shall be the sole property of the Publisher, and the copyright shall be in the name of the Publisher or its licensee.

IT IS MUTUALLY AGREED AND UNDERSTOOD:

13. That the selection of the editor and the determination of editorial policies of COMPARATIVE EDUCATION REVIEW shall be made solely by the Sponsor, subject to the approval of The Board of University Publications of The University of Chicago.
14. That, except as indicated in Clause Thirteen, the Publisher shall have sole authority to set financial policies and publication practices for COMPARATIVE EDUCATION REVIEW. The Publisher shall, however, consult with the Sponsor concerning subscription rate increases and other significant matters affecting publication of the journal.
15. That the Executive Council of the Sponsor and the Publisher shall agree in writing to any annual subscription rate increase for member subscribers in excess of ten percent prior to the effective date of such an increase.

16. That, on the cover of the journal, shall be printed "Published for the Comparative and International Education Society by The University of Chicago Press."
17. That each annual volume of COMPARATIVE EDUCATION REVIEW shall contain three issues consisting of approximately 160 text pages each. The frequency of publication and/or the number of text pages per issue may be changed by written agreement of the Publisher and the Sponsor.
18. That the author's right to reprint his article, as stated in the publication agreement (a copy of which is attached) shall not be affected by the assignment of rights in Clause Twelve above.
19. That permission to use material published in COMPARATIVE EDUCATION REVIEW will be granted by the Publisher's Contracts and Subsidiary Rights Department, in accordance with its standard procedures.

The Publisher shall cooperate with the Sponsor in licensing derivative works to other publishers, should the Publisher not be able to undertake such works.

20. (A) That this Agreement shall remain in effect for a minimum of three years from July 1, 1982 except that the Publisher may cease publication of the journal during that period, provided that the Publisher notifies the Sponsor in writing of its intention to do so at least one year prior to the mailing to subscribers of the final issue to be published by the Publisher.
- (B) Upon such cessation of publication, or upon termination of this Agreement as provided for in Clause 21 below, the Sponsor shall have the exclusive right to make alternative arrangements for the continued publication of COMPARATIVE EDUCATION REVIEW, and this Agreement shall be cancelled, except that the following sections, i.e., Section (C) through Section (H) inclusive, shall come into effect and the provisions therein shall survive the termination of this Agreement.
- (C) The Publisher shall retain ownership of all existing stock, whether of issues, bound volumes, or derivative works published by the Publisher, and shall continue to pay the Sponsor as indicated in Clause 6 (B) and (D) above, except that ownership of the stock of journal issues published prior to June 30, 1982 in the possession of the Publisher shall be transferred to the Sponsor upon the Publisher's receipt of shipping instructions for such copies, shipping expenses to be paid by the Sponsor.
- (D) For the term of copyright for each derivative work, the Publisher shall continue to have the exclusive right to print and reprint, and to license others to do so, any such work published (or in process of being published) by the Publisher under the terms of this Agreement, and the Publisher shall continue to pay the Sponsor as indicated in Clause 6 (C) and (D) above.

(E) The Publisher shall continue to pay the Sponsor as indicated in Clause 6 (C) for all income from non-exclusive and exclusive licenses granted to third parties prior to cancellation to reproduce articles, issues, and bound volumes of the COMPARATIVE EDUCATION REVIEW.

(F) The Publisher shall provide the names and addresses of the journal subscribers to the Sponsor upon the Sponsor's request, but the Publisher shall not be obligated to turn over income to the Sponsor for unfulfilled subscription orders for which income had been received prior to the final issue of publication. The Publisher shall not compensate subscribers for such unfulfilled orders, if the Sponsor notifies the Publisher in writing at least six months prior to the mailing of the final issues to be published by the Publisher that the Sponsor will assume all responsibility for the fulfillment of such orders.

(G) On the effective cancellation date, the exclusive rights granted to the Publisher in Clause 12 (A) above shall revert to the Sponsor, subject to the terms of 20 (C), (D), and (E) and subject to outstanding licenses to third parties.

(H) Any amount due to the Publisher according to the terms of Clause 6 (A) (ii) shall be paid by the Sponsor within thirty days of the Sponsor's receipt of the Publisher's request for payment.

21. That either the Sponsor or the Publisher may cancel this Agreement as it relates to future publication of the journal on June 30, 1985, or on any June 30th thereafter. The Sponsor or the Publisher shall give the other party not less than one year's prior written notice of its intention to cancel this Agreement. Sections (B) through (H) of Clause Twenty shall come into effect in the event of a cancellation by either party.

22. That any amendment to this Memorandum of Agreement shall be in writing, signed by both parties.

FOR THE UNIVERSITY OF CHICAGO PRESS

By Morris Philipson
Morris Philipson, Director

Date September 13, 1982

FOR THE COMPARATIVE AND INTERNATIONAL EDUCATION SOCIETY

By M. A. Schelen President

Date Oct 1 1982