

JOINT PUBLISHING AGREEMENT

This Agreement is made effective on August 1, 2022 (“Effective Date”), between the American Nurses Association (“ANA”), a District of Columbia corporation, located at 8515 Georgia Avenue, Suite 400, Silver Spring, Maryland 20910, and the Society for Vascular Nursing (“Co-Publisher”), located at N83 W13410 Leon Road, Menomonee Falls, WI 53051.

WHEREAS, ANA is a nonprofit organization, tax exempt under Section 501(c)(6) of the Internal Revenue Code, and consistent with its tax-exempt purposes, publishes certain professional and educational materials and books; and

WHEREAS, Co-Publisher is a Section 501(c)(6) nonprofit organization under the Internal Revenue Code and has agreed to publish a publication with ANA.

NOW THEREFORE, based upon the mutual consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Description of Work

1. Co-Publisher and the ANA hereby agree to collaborate to produce a manuscript for an **EBook** titled “*Vascular Nursing: Scope and Standards of Practice, 3rd Edition*” (“EBook”) which will be published by the ANA, subject to the terms and conditions of this Agreement.
2. This Agreement shall also set forth the obligations of ANA and Co-Publisher to one another as collaborators on the EBook.
3. The parties each agree to make available the services of their respective staff members or other individuals engaged by them to develop the EBook.
4. Co-Publisher shall be obligated to deliver to ANA a final manuscript for review by ANA on or before December 15, 2022. Co-Publisher shall use its best efforts to assure that the manuscript is delivered to ANA in a suitable form and within a timely manner as set out in this Agreement. The date of delivery may be extended by mutual written agreement of the parties. Any changes or modification in the responsibilities of the parties for providing content or publication shall be set forth in writing.
5. Upon delivery of the final manuscript to ANA, ANA shall have a period of thirty (30) days in which to accept the manuscript or propose additions or deletions. ANA may obtain evaluations of any aspect of the work, without limitation, from an authorized board, committee, or other person(s) prior to publication of the EBook. If after such evaluations ANA determines that the manuscript differs substantially in content or in size from that agreed to by the parties, is not factually accurate or current, is inconsistent with ANA’s guidelines or policies, or in other respects should not be published, ANA may decline in its sole discretion to publish the EBook.

6. If ANA accepts the manuscript, ANA agrees to publish the EBook within 180 days from the date of such acceptance. In the event ANA declines to accept the manuscript (in its absolute discretion) within the stated time period, and agreement by the parties cannot be achieved for additions or deletions (as evidenced by Collaborators' written approval of all modifications), the manuscript shall be returned to Co-Publisher and the parties shall have no further obligations to one another under this Agreement.
7. Co-Publisher warrants that it has full power to make this Agreement; that the manuscript and/or EBook have not previously been published; that the manuscript and/or EBook do not violate any statutory or common law copyright or any other right; and that the manuscript and/or EBook do not contain any material that is libelous or is otherwise unlawful or actionable. Co-Publisher agrees to obtain all permissions that are necessary for the use of copyrighted material or illustrations in the manuscript; to submit written and complete copies of all permissions with the completed manuscript; and to pay any permission fees charged by the copyright holders.
8. Co-Publisher agrees to help market the EBook on the website, in e-newsletters and will create a link to the site to order the publication and at association events as appropriate.

Financial Arrangements

9. After ANA's acceptance of the final manuscript, ANA shall pay for expenses relating to the production, promotion, and distribution of the EBook, including design, editing, desktop publishing, and marketing, and hosting done by ANA prior to termination of this Agreement.
10. Co-Publisher agrees to help market the Book in the following ways:
 - Inclusion in any SVN product catalog that features association publications
 - Link on SVN to ANA website for purchases
 - Advertisement for the publication in any conference guides
 - Relevant posts on SVN Facebook and other social media sites
 - Co-Publisher also agrees to send promotional copy to its relevant list serves and mailing list.
11. Each party shall be solely responsible for expenses relating to the compensation of their respective staff members or other individuals engaged to work on the preparation of the manuscript. Except as provided herein, it is understood and agreed that neither party shall receive any compensation for their contribution in preparing the manuscript as provided herein.
12. In the event that ANA accepts the final manuscript and, in consideration for services to be provided hereunder, ANA shall pay to Co-Publisher a semi-annual royalty of four percent (4%) of the net receipts from sales of the EBook for the first 999 copies, and six percent (6%) for more than 1,000 copies Net receipts shall mean the amount ANA

actually receives from sales of the EBook, less returns. Royalties shall not be paid on copies of the EBook sold to or provided by ANA to Co-Publisher under this Agreement.

Production, Distribution and Cost

13. ANA, in consultation with Co-Publisher, shall develop the format of the EBook. Any change in the format of the EBook shall be subject to the approval of both Co-Publisher and ANA.
14. All publications and promotional activities shall conspicuously provide for recognition of the contribution by Co-Publisher and ANA to the EBook.
15. In the event ANA publishes the EBook, Co-Publisher shall receive five (5) copies of the EBook without charge from ANA. Title and risk of loss shall pass to Co-Publisher upon acceptance of copies of the EBook, and Co-Publisher shall provide ANA with a resale tax-exemption certificate.
16. ANA and Co-Publisher shall decide together whether to revise, reissue or republish the EBook. A decision by ANA and Co-Publisher not to revise, reissue or republish the EBook shall be considered a termination of the agreement with all rights assigned to Co-Publisher pursuant to Section 20(c).

Copyright

17. If ANA accepts the manuscript, ANA shall apply for copyright to the EBook in the names of and on behalf of Co-Publisher and ANA. The copyright of the EBook shall be jointly owned: 50 percent to Co-Publisher and 50 percent to ANA.
18. To the extent necessary to effect the allocation of copyright ownership in the Book set forth in this Agreement, the parties agree promptly to execute all necessary documents, including but not limited to copyright registrations and assignments. Co-Publisher hereby indemnifies and holds ANA (including its officers, directors, employees and agents) harmless against all damages and expenses, including reasonable attorneys' fees and expenses, incurred as a result of any lawsuit, claim, demand or recovery by any employee (or individual engaged to work on the preparation of the manuscript) of Co-Publisher, who asserts a copyright or proprietary right in the EBook or any other alleged infringement caused by the EBook. Co-Publisher agrees to notify ANA of any suit filed or threatened, or claim made, arising out of the EBook and agrees that, notwithstanding Co-Publisher's indemnification obligations above, ANA shall have the right but not the responsibility to, at its election, control the defense of any such suit or claim.

Relationship of the Parties

19. This Agreement shall constitute a joint venture among independent parties. Each party is interested only in the results obtained by the services to be performed by the other party. The manner and means of performing the services hereunder are under the sole control of each party subject to the terms of this Agreement. Nothing in this Agreement shall create an employment relationship or entitle any party to benefits as an employee of the other party. No party may bind the other party to any contractual obligation without its written consent.

Termination after Acceptance of the Manuscript by ANA

- 20.
- A. Either party may terminate this Agreement without cause by giving the other party thirty (30) days prior written notice.
 - B. ANA and the Co-Publisher shall mutually determine whether to revise, reissue or republish the Book. If ANA and the Co-Publisher mutually determine to not revise, reissue or republish the Book, then this Agreement shall terminate.
 - C. Upon termination, ANA shall remit to the Co-Publisher all original manuscript material, including computer disks, if available, and all rights to the EBook, including but not limited to all copyright and all rights subsumed thereunder (including the exclusive right to publish, reproduce, display, perform, and distribute the EBook and any derivatives thereof, and the right to renew copyright) shall revert to the Co-Publisher. In the event of a conflict between this Section 20(c) and Section 17, this Section 20(c) shall govern after termination.

Non-Competition

21. Co-Publisher agrees that from the Effective Date of this Agreement until five (5) years after the EBook is published, Co-Publisher will not edit, write, print, or publish any other book or work that shall directly compete with the sale or publication of the EBook in any form, without the prior written consent of ANA. ANA and Co-Publisher also agree to permit either party the right to use parts of the EBook in connection with writing, research, teaching, speaking, consulting, and other purposes as required.

Applicable Law

22. This Agreement shall be governed and construed in accordance with the internal laws of the State of Maryland.

Non-Assignability of Agreement

23. This Agreement shall not be assigned by any party without prior written consent of the other parties.

Entire Agreement; Waiver of Modification of Terms

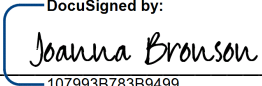
24. This Agreement constitutes the entire agreement among the parties. No waiver, alteration or modification of any of the provisions of this Agreement shall be valid and binding unless in writing and signed by a duly authorized representative of each of the parties.

Confidentiality of Agreement

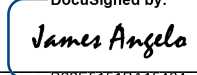
25. Co-Publisher agrees that the terms and conditions of the Agreement will be kept confidential and in no event be disclosed to any third party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

SOCIETY FOR VASCULAR NURSING

<p><small>DocuSigned by:</small>  <small>107993B783B9499...</small></p> <hr/> <p>Signature</p>	<p>8/3/2022</p> <hr/> <p>Date</p>
<p>Joanna Bronson</p> <hr/> <p>Name</p> <p>Inter-Society Relations Director</p> <hr/> <p>Title</p>	

AMERICAN NURSES ASSOCIATION

<p><small>DocuSigned by:</small>  <small>B22E5151BA15464...</small></p> <hr/> <p>Signature</p>	<p>8/9/2022</p> <hr/> <p>Date</p>
<p>James Angelo</p> <hr/> <p>Name</p> <p>Director of Publications</p> <hr/> <p>Title</p>	

