

AGREEMENT between CMES and IFToMM
2015

CMES: Chinese Mechanical Engineering Society

IFToMM: International Federation for the Promotion of Mechanism and Machine Science

This AGREEMENT states the collaboration between “*Chinese Journal of Mechanical Engineering (CJME)*” (the Journal), published and owned by *Chinese Mechanical Engineering Society* (the Publisher), and “*International Federation for the Promotion of Mechanism and Machine Science (IFToMM)*”.

Set out below are the terms and conditions under which the AGREEMENT will operate with effect from 1st January 2015 as continuation of previous agreement of 1st January 2010.

- §1 The Publisher is the owner of all rights in and to the Journal including without limitation the name, trademark rights and copyright in and for each issue of the Journal (whether in print, electronically or in any other form).
- §2 IFToMM acknowledges that the Publisher retains all responsibilities, duties and rights with respect to all matters concerning: the appointment of editors and board members; the appointment of the Chief Editor; the acceptance, refereeing and editing of papers; relations with authors, subscribers and advertisers; and the design, editing, copying and distribution of the Journal.
- §3 The Publisher will appoint from its staff a contact editor (the CMES Contact Editor). The CMES Contact Editor will be the principal point of contact for IFToMM and the Chief Editor of the Journal. The current CMES Contact Editor for the Journal is:

Name: LI Nan

Address: Editorial Office of Chinese Journal of Mechanical Engineering, 22 Baiwanzhuang Dajie, Beijing 100037, China

Email: cjme.linan@gmail.com

IFToMM will be kept informed of any change of incumbent for this position.

Likewise, IFToMM will appoint from its staff a named contact officer (the IFToMM Contact Officer) who will be the principal point of contact for the Publisher at IFToMM. The IFToMM Contact Officer is a member of the IFToMM Executive Council. The current IFToMM Contact Officer is

Name: Prof. Datong Qin

Address: State Key Laboratory on Mechanical Transmissions, Chongqing University, Chongqing, 400044, China

Email: dtqin@cqu.edu.cn

The Publisher will be kept informed of any change of incumbent for this position.

- §4 IFToMM may recommend two or three candidates to the Editorial Board of the Journal, who will be officially appointed (or removed) by the Publisher, subject to IFToMM’s and the Chief Editor’s approval. Any suggestions and recommendations from IFToMM will be seriously considered, but the decision of the Publisher in all matters is final.
- §5 The Publisher will be responsible for all handling and fulfilling of subscription orders to the Journal, including subscriptions of individuals affiliated with IFToMM’s Member Organizations, and of subscribers at large, and will retain ownership of the subscriber list. The publisher offers a

twenty percent (20%) discount on personal subscription to the journal. For the year 2015 the print subscription rate to the Journal for individuals affiliated with IFToMM's Member Organizations will be eighty US dollars (US\$ 80) per issue. The Journal publishes one volume of six (6) issues annually. This may change in the future, at the discretion of the Publisher. The subscription rates of the Journal shall be determined by the Publisher at its sole discretion. The Publisher shall review annually its subscription rates for individuals affiliated with IFToMM's Member Organizations and inform IFToMM appropriately.

- §6 Individuals affiliated with IFToMM's Member Organizations will in general make subscription payments directly to the Publisher, and will be required to provide details of their respective IFToMM Member Organizations status to prove that they are eligible to subscribe at the individual rate, along with their subscription payment. The Publisher will send issues of the Journal and notices of subscription renewals directly to the individuals affiliated with IFToMM's Member Organizations. Any individual Member wishing to buy back-issues of the Journal will be entitled to do so at the standard back-copy rate as provided by the Publisher.
- §7 During the term of this AGREEMENT, the Publisher will make available black & white pages in the Journal body, not including cover page, inside cover page, contents page and copyright page, to print information on IFToMM activity (short information/call for papers on IFToMM sponsored conferences, reports of meetings of the Executive Council and Newssheet, at the most 10 pages per year). This information will be routed through the IFToMM Contact Officer to the Publisher and with the approval of the Chief Editor. Items of the information may be editorially amended in format and content, if required by the Chief Editor, but if so changed will be re-sent to IFToMM for approval before publication. The Publisher and IFToMM will set up reciprocal links between the websites of the Journal and the homepage of IFToMM. The Publisher may also mention its collaboration with IFToMM in respect of the Journal on its website and other promotional material. The Chief Editor (or one of the IFToMM associate editors in coordination with the editor in chief) will report annually the activity on the journal as related to MMS and IFToMM in occasion of the annual meeting of the IFToMM executive council.
- §8 IFToMM will promote the Journal among its members and related research communities, will encourage the submission of articles by its members, and will include regular prominent advertisements or text announcements including the Journal's scope, home page and information on the subscription rate for IFToMM members in the IFToMM newsletter, website and other publicity material, free of charge. IFToMM will endeavour to stimulate the submission of articles of the highest professional standard consistent with the aims and scope of the Journal. IFToMM shall make clear to individuals affiliated with IFToMM's Member Organizations that subscriptions will be for personal use only and neither be placed in institutional or university libraries or other libraries and/or organizations, nor any personal subscriptions be used for library purposes. On request, IFToMM will facilitate the free insertion of the Publisher's promotional material in delegate wallets and provide the Publisher, free of charge, with display facilities for the Journal and related products at meetings, conferences or exhibitions that may be organised by or sponsored by IFToMM.
- §9 The Journal accepts the article submissions from IFToMM members. All the articles should be reviewed by the experts of the Journal, and only reviewer-approved articles can be published on the Journal. The word "IFToMM" may be shown on notes in the first page of the paper from IFToMM members. The publication of the papers will be under the condition of the payment of standard publishing fee of the Journal with a twenty percent (20%) discount. The first author of each published paper will get for free two print editions publishing his (or her) paper, and one electronic edition relating to the print edition and his (or her) electronic paper (PDF file).
- §10 This AGREEMENT will run for an initial term of four (4) years from 1st January 2015 and can be renewed automatically for other four years and so on if none of the parties will communicate differently. Then the two parties of this AGREEMENT will discuss the further collaboration

according to the situation. Either IFToMM or the Publisher should give notice in writing at least six (6) months before the end of the period in which it wishes to end this AGREEMENT. However, either IFToMM or the Publisher may also end the AGREEMENT prior to the end of a relevant period if the other party has failed to perform any of its important obligations (as described in this AGREEMENT) after being notified of such failure and without any reasonably acceptable resolution within forty-five (45) days of such notice.

§11 In the event of expiration or termination of this AGREEMENT, all obligations on the part of the Publisher shall cease, as shall the obligation to provide subscriptions to individuals affiliated with IFToMM's Member Organizations at the rates described herein. IFToMM's obligations shall also cease in the event of a termination of the AGREEMENT.

§12 If by reason of labour dispute, strikes, inability to obtain labour or materials, fire or other action of the elements, accidents, governmental restrictions or other causes beyond the control of a party, such party is unable to perform in whole or in part its obligations set forth in this AGREEMENT, then such party shall be relieved of those obligations to the extent it is thereby unable to perform, and such inability to perform shall not make such party liable to any other party. The party subject to an event of force majeure shall use good faith efforts to comply as closely as possible with the provisions of this AGREEMENT and to avoid the effects of such event to the extent possible.

§13 This AGREEMENT and its construction, validity and effect shall be governed by the laws of China, without giving effect to the choice of law provisions thereof, regardless of the place of its execution or performance and the parties hereto submit to the jurisdiction of the Chinese courts.

I agree to the terms set forth above: I agree to the terms set forth above:

.....
WANG Shuqin
Executive Chief Editor
Chinese Journal of Mechanical Engineering (CJME)
Chinese Mechanical Engineering Society (CMES)

Date: _____

.....
Professor **Yoshihiko Nakamura**
President
International Federation for the Promotion of
Mechanism and Machine Science (IFToMM)

Date: _____