

**MINUTES OF THE
ALABAMA ACADEMY OF SCIENCE
FALL EXECUTIVE COMMITTEE MEETING
SAMFORD UNIVERSITY
SATURDAY, NOVEMBER 3, 2007, 8:00 AM; Room 033, Sciencenter**

Call to Order 8:19 AM

Attending meeting; Safaa Al-Hamdani, B.J. Bateman, George Cline, Mijitaba Hamissou, Richard Hutiburg, George Keller, Larry Krannich, Akshaya Kumar, Adriane Ludwick, Ken Marion, Mike Moeller, Mickie Powel, James Rayburn, Kenneth Roblee, Michelle Sidler, P.C. Sharma, Brain Toone, D.B. Thompson.

Review of Minutes from spring meeting.

Discussion Items not in written reports:

1. Treasurer brought the possibilities of increasing dues to keep up with costs. To be investigated and discussed at next meeting.
2. Constitution and by laws need to be revised for Junior Academy to meet needs. Henry Barwood, Cathrine Shields, and Ludwick will arrange with Cline and Bateman and will investigate.

Motions:

1. To nominate David Nelson to Board of Directors to fill Vacancy. Seconded and Approved..
2. The Editor is to provide to web master 1-3 issues to put on web temporally to investigate the interest in web base journal.. - Seconded and Approved.
3. Motion to change Mason Scholarship members that are appointed for 2 year term to 3 year term, and change in by-laws.
4. Motion to accept EBSCO contract for web documentation, seconded and approved

THE FOLLOWING WRITTEN REPORTS WERE REVIEWED

Agenda B Items:

1. **Board of Trustees**, Steve Watts – No Report

2. **President** George Cline

I've spent the time since the meeting on a number of projects. The biggest project has been to find members for committees (See attached). My efforts have been moderately productive. Some holes have been filled, some old holes remain, and some new holes have been created. I have chosen to fill as many holes as possible, regardless of who's responsibility based upon the Constitution, We need to discuss this at the meeting.

I've asked David Nelson to fill the spot on the Board of Trustees that was vacated by the death of Ron Jenkins with David Nelson. This is a one year position. David has agreed, but we need to approve this move at the Fall meeting.

I have been working with JSU's administration about recruiting at the Junior Academy, and increasing JSU's efforts at recruiting Gorgas Scholars.

I have been meeting with the Treasurer, the Secretary, and the Editor to address issues as they arose.

3. **President –Elect** - Kenneth Roblee

My primary activity so far has been in the planning of the symposium at our annual meeting. I brought up an idea as to the content of the symposium to George Cline; the idea was to create a symposium centered around computer/information security (possibly just “computer-related issues”), because this is such an important issue for just about everybody, and there is much research done in this area, such as in cryptography. Then he wanted me to start checking around for possible speakers, which is what I have been doing since then. Although some people I contacted would not be available for the conference, at the moment, I have two “probables,” (a mathematician and a computer scientist). Also, related to computer issues is online courses; I am looking at getting a representative from the course management system “Blackboard” to give a talk.

Beyond getting this together, I attended the site visit at Samford University during the summer, where some of the logistics and facilities were discussed.

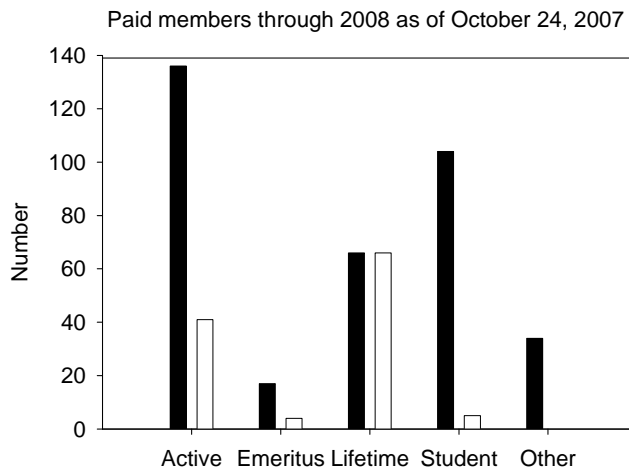
4. Second Vice President – Brian Thompson

I have read through the constitution. I will be working with Ken Roblee and George Cline on nominations.

5. Secretary – James Rayburn

1. I provided three sets of labels of current members to Safaa Al-Hamdani for the journal on May 21, 2007.
2. I provided the minutes were to Dr. Al-Hamdani after email review on June 5, 2007.
3. I emailed a copy of membership list as of August 8, 2007 to the executive committee.
4. As of October 24, 2007 we have 358 (of which 117 are paid for 2008) members including library and other members. Over the summer and fall we have taken in approximately \$420 in dues (just turned in to treasurer). If membership stays stable we can expect \$4,435.00 in dues. In 2006 membership dues were estimated at \$5,290.00, and in 2007 we had an estimated \$6,860.00 in dues paid.
5. On October 26 I sent out dues notice statements for 2008 to members not paid for 2008. This mailing included those not paid for 2007 but they are dropped from the rolls of AAS.
6. We currently have on the rolls 135 Active members (41 paid; 30.3%), 17 emeritus (4 paid), 67 lifetime, 104 Student (5 paid; 99 not paid), 35 other members (none paid; see figure below).
7. Memberships by section are listed below.

Section #	Total #
1	110
2	30
3	3
4	5
5	84
6	4
7	5
8	12
9	37
10	14
11	6
12	3
77(other)	34
None selected	11



8. The following are the current list that I have of paid and non-paid for 2008 AAS dues for members executive committee members and officers only. Please check the list, if there are errors let me know. Everyone on list b will or should have received a due statement. Individuals on list c may or may not as I do not have information for all of them.

- a. The following Executive Committee members/officers are paid for 2008: George Cline, Steve Watts, Jim Rayburn, Houston Byrd, Marsha Griffin, Michelle Sidler, Larry Krannich, Larry Davenport, Mark Meade, Adrian Ludwick, Thane Wibbels, Roland Dute, Scott Brande, Prakash Sharma, Richard Hudiburg, Ellen Buckner.

- b. The following Executive Committee members/officers are **not paid** for 2008: Kenneth Roblee, Brian Thompson, Taba Hamissou, Safaa Al-Hamdani, Harry Holstein, Eugene Omasta, Sergey Belyi, Mike Moeller.
- c. The following Committee members/officers are **not paid** for 2007: BJ Bateman, Virginia Valardi, Jane Nall, Mickie Powell, Mark Puckett, Greg Gaston, Karen Utz, Cheryl Bullard, Melinda Lawson, Brain Toone, Henry Barwood, Marietta Cameron, Troy Best,.

6. Treasurer – Taba Hamissou

February 2007 – October 31st, 2007

Feb 21, 2007

cd(1) + cd(2) +cd(3) + cd(4)	\$56,560.38
Saving account	\$1,259.80
Money Market	\$2,837.58
Checking account (as of Feb. 21, 2007)	\$10,012.60

October 31, 2007

cd(1) + cd(2) +cd(3)	\$27,371.63
Saving account	\$1260.70
Money Market	\$275.18
Checking account	\$5,096.52
Total Assets all accounts (October 31, 2007)	\$34,004.03

February 2007 – October 2007 Monthly Balances

Previous Balance (21-2-2007)	\$ 10,012.60
Expenses entered 2/21/07 – 2/31/07	1,276.72
February 2007	
Income and other transactions	1,785.65
Expenses	462.00
Balance	10,059.53
March 2007	
Income and other transactions	215.00
Expenses	5,023.71
Balance	5,250.82
April 2007	
Income and other transactions	5,611.70
Expenses	2,505.01
Balance	8,357.05
May 2007	
Income and other transactions	5,742
Expenses	12,640.54
Balance	1,458.51
June 2007	
Income and other transactions	15,000
Expenses	1,641.00
Balance	14,817.51
July 2007	
Income and other transactions	200.00
Expenses	13,635.26
Balance	1,382.25
August 2007	
Income and other transactions	5,076.00
Expenses	505.00
Balance	5,953.25

September 2007

Income and other transactions	4338.07
Expenses	9990.80
Balance	300.52

October 31, 2007

Income and other transactions	6796.00
Expenses	2,000.00
Balance	5,096.52

7. Journal Editor – Safaa Al-Hamdani

- Successfully released V. 78 Issue # 2-4
- Journals established a uniform organization among all the manuscripts published.
- Biography issue is slowly coming from the number, therefore, we have not included in every issue.
- I would like to reexamine the responsibility of the people assisting in releasing the journal. Especially those in the editorial board and the archivist.
- I would like to suggest that we establish a webpage for the journal to include: guidelines to the author, pdf files for recent issues, and other materials.
- April issue remains to have a few problems in regards to some abstract do not appear in print. Some presenters complained about their abstracts not being included in the journal.

8. Counselor to AJAS – B.J. Bateman

State Officers/Counselors Meeting

The State Officers and the State Counselors met at Troy University to discuss the State Officer's roles for the upcoming year (2006-2007).

Fall AAS Executive Meeting

The State Counselor (B. J. Bateman) attended the Fall Executive Meeting of the Alabama Academy of Science.

Annual Meeting

The 2007 Annual Meeting, like all previous meetings of AJAS, was shared jointly with the Alabama Academy of Science. The host institution was Tuskegee University. Prakish Sharma was the local arrangements for the AJAS, B. J. Bateman, Counselor to the AJAS, and Wanda Phillips and Henry Barwood, Associate Counselors, planned registration procedures, space needs, and arrangements for the AJAS-JSHS banquet and other activities. Registration was held at the Kellogg Conference Center. Highlights of the program were:

(1) Paper Competition - The paper competition was conducted on Friday morning in L. H. Foster Hall with the finals Friday afternoon

Clare Gamlin was chosen to be the overall winner and would therefore represent Alabama in national competition held at Huntsville, Al. The other four state winners (Ryan Dawson, Beth Clayton, Sarah Eiring, Grant Snyder) and Catherine Shields accompanied Clare to Huntsville.

(2) Banquet - More than One hundred students, teachers, university professors, and members of business, industry and government shared the Thursday night banquet.

(3) Business Meeting - The customary AJAS business meeting was held on Friday afternoon. This provided a time for announcing the overall winner, the outstanding region, the outstanding teacher(s), and other awards.

Winners and Awards 2007

Honorable Mention

Biological Sciences-----Abhi Haritha..... Altamont

Humanities-----Rebeca Daniels.....Brooks

“Best with the Least”

Biological Sciences-----Clare Gamlin.....JCIB
 Engineering-----R. T. Ayers.....Brooks
 Humanities-----Rebeca Daniels.....Brooks
 Mathematics-----Jessica Swinea.....Brooks
 Physical Science-----Meredith Daniels.....Brooks

Second Place

Biological Sciences-----Hannah Black.....Brooks
 Engineering-----Brandon Kirkland.....JCIB
 Humanities-----Nada Baalbaki.....Florence
 Mathematics-----Charlotte Kent.....JCIB
 Physical Science-----Linh Tranh.....JCIB

First Place

Biological Sciences-----Clare Gamlin.....JCIB
 Engineering-----Ryan Dawson.....JCIB
 Humanities-----Beth Clayton.....JCIB
 Mathematics-----Sarah Eiring.....JCIB
 Physical Science-----Grant Snyder.....Altamont

Research Grant Award

Robert T. Ayers.... \$35.00
 Rebecca Daniels.... . \$100.00

AAAS Award----- William Brandon Kirkland
 Jessica Swinea

Outstanding Teacher Award

Catherine Shields

Outstanding Region

Central

First overall Clare Gamlin
 Second overall Beth Clayton
 Third overall Sarah Eiring

Newly elected officers for 2007-2008:

President	Brandon Kirkland	JCIB School
Vice-President	Nada Baalbaki	Florence High School
Treasurer	Jessica Swinea	Brooks High School
Secretary	Robert T Ayres	Brooks High School

JSHS Participants Attending the Annual Meeting

33 students, sponsors, and counselors attended the annual meeting as JSHS participants.

Students

Chris Phare	Events Coordinator
Brandon Kirkland	JCIB
Clare Gamlin	JCIB
Ashley Getwan	JCIB
Brandon Kirkland	JCIB
Ryan Dawson	JCIB
Linn Trann	JCIB
Beth Clayton	JCIB
Charlotte Kent	JCIB

Sarah Eiring	JCIB	
Abhi Haritha	The Altamont School	
Grant Snyder	The Altamont School	
Robert T Ayres	Brooks High School	
Hannah E Black,	Brooks High School	
Rebecca Daniels	Brooks High School	
Jessica Swinea	Brooks High School	
Nada Baalbaki	Florence High School	
Meredith Daniels	President	
Liz Rabalais	Secretary	
Marshall Everett	Shoals Christian School	
Omar Ahmed	Treasurer	
Brittney Bradford	Vice President	
Adults		
Billy Sanders	Assistant to the Counselor	
Gene Omasta	Assistant to the Counselor	
Wanda Phillips	Associate Counselor	
Henry Barwood	Associate Counselor	
B. J. Bateman	Counselor	
Linda Kanipe	Northwest Regional Counselor	
Vicki Farina	Brooks	
Catherine Shields	Central Region Counselor	
Jeanene Daniels	Brooks High School	Chaperones
Thomas Ayres	Brooks High School	Chaperones
Dina Baalbaki	Florence High School	Chaperones

9. Science Fair Coordinator – Virginia Valardi

This year seventeen student finalists, two student observers and their twenty - two accompanying adults traveled from six regional and one state science and engineering fair to Albuquerque, New Mexico on May 6-12 for the 2007 Intel/International Science and Engineering Fair. At this event, nearly 1,500 students from 47 countries competed for scholarships and prizes at the 58th Intel International Science and Engineering Fair.

Science Service, in partnership with the Intel Foundation, announced awards at the Intel ISEF 2007 Awards Ceremony. Student winners are ninth through twelfth graders who earned the right to compete by winning top prize at a local, regional, state or national science fair. The International Science and Engineering Fair is sponsored by Intel and has been administered by Science Service since its inception in 1950. Science Service is a non-profit organization dedicated to advancing the understanding and appreciation of science among people of all ages.

2008 Intel/ISEF will be in Atlanta, Georgia May 11-16

2007 winners from the Alabama Delegation were:

Materials and Bioengineering - Presented by Intel Foundation

Intel will present Best of Category Winners with a \$5,000 award and an Intel® Core™2 Duo processor laptop computer. Additionally, a \$1,000 grant will be given to their school and the Intel ISEF Affiliated Fair they represent.

Second Award of \$1,500

EN055 Carbon Fiber Makes a Pointe!

Harper-Grace Niedermeyer, 16, Catholic High School, Huntsville, Alabama

Electrical and Mechanical Engineering- Presented by Intel Foundation

Intel will present Best of Category Winners with a \$5,000 award and Intel® Core™2 Duo processor laptop computer. Additionally, a \$1,000 grant will be given to their school and the Intel ISEF Affiliated Fair they represent.

Fourth Award of \$500

EE051 MEMS Accelerometer Pointing Device
Christopher Thomas Phare, 17, Jefferson County International Baccalaureate,
Birmingham, Alabama

United States Coast Guard -- For projects that relate to boating and water safety.

First Award of \$5,000

ET051 Effects of Renewable Gasoline Extenders on Fuel Line

Melissa Renee Snow, 17, Patrician Academy, Butler, Alabama

10. Science Olympiad Coordinator – Jane Nall

Possibly the best kept secret in the State, many volunteers of Alabama Science Olympiad provide students the opportunity to participate and compete in Science Olympiad. Teachers, parents, coaches, bus drivers, university professors, university work study students, and other volunteers work to provide the students of Alabama the joys of “doing science” in an arena resembling athletic tournaments.

Herculean efforts are made each year by staff and volunteers on several university campuses, and teachers, parents, and students of over 200 public and private schools, so they might experience the joys and thrills of doing lab hands-on science.

Presently, registration is in progress and tournament dates are being set. Director is working on incorporating Alabama Science Olympiad and seeking additional volunteers to serve on the Board of Directors. We are seeking additional campuses to sponsor tournaments. She is currently attending the SE Conference of Tournament and State Directors in Macon, Georgia and not able to attend this meeting.

Placing 10th in the nation for membership, Alabama Science Olympiad continues to grow in numbers of teams and participation at all levels. For several years now, because of the number of teams registering in Alabama, two teams in both Division B (grades 6-9) and Division C (grades 9-12) have advanced to the national competition following successfully winning at regional and the state tournaments. Only the top ten states in membership receive the second invitation at the secondary level to compete at the national tournament. The elementary levels compete at various local and regional tournaments.

The University of West Alabama, Jacksonville High School and Auburn University host an A2 tournament (grades 4-6) and report they have a great time, and they are already planning this year’s tournaments. There will be five regional C tournaments (University of Alabama - Tuscaloosa and Huntsville, Auburn University, Jacksonville State University and the University of South Alabama) and four regional B tournaments (University of Alabama - Tuscaloosa and Huntsville, Auburn University, University of South Alabama. We really need at least one more B host! State Alabama B will be held at Huntingdon College and Alabama C will be on the campus of Samford University in April.

Science Olympiad events address the National Standards for Science Education and comprise all areas of science including astronomy, meteorology, experimental design, genetics, anatomy, process skills for life science and biology, chemistry and polymers, physics, earth science and fossils, and water quality and the environment, map skills, GIS and remote sensing as well as building events such as a Rube Goldberg-like device, robot, bottle rocket, plane, bridge and tower building, musical instruments. Alternating events in taxonomy include topics of trees, amphibians and reptiles, birds, insects.

Director Nall is in search of more universities willing to host tournaments! Consider showcasing your campus and join us in the fun! The State Director is appointed by the Alabama Academy of Science. To date Alabama has been lead by two directors – 1985-1996 Mr. Steven Carey, University of Mobile and 1997-present Ms. Jane Nall, Spanish Fort High School and the University of Mobile.

National this year will be in our Nation’s Capitol at George Washington University, May 30-31.

11. Counselor to AAAS – Steve Watts

The annual meeting for the AAAS affiliates will convene on February 14-18, 2007 in Boston,

Mass. The general theme of this year's meeting is **Science and Technology from a Global Perspective**. This theme emphasizes the power of science and technology as well as education to assist less-developed segments of the world society, to improve partnerships among already-developed countries, and to spur knowledge-driven transformations across a host of fields. All state Academies maintain an association with the American Association for the Advancement of Science. We are members of the Section on Agriculture, Food and Renewable Resources and the Section on General Interest in Science and Engineering. We welcome the opportunity for any AAS member to attend the AAAS meeting on our behalf. Information about the AAAS can be obtained at www.aasmeeting.org.

12. Section Officers

I. **Biological Sciences** -- Mickie Powell

Although I was unable to attend the 2007 Alabama Academy of Science meeting at Tuskegee, Brian Burns has sent me his information on the meeting. The Biological Sciences section of the 2007 meeting went very well. There were about 184 participants (posters and papers) total and the Biological Sciences included about 34 papers and 29 posters. The facilities at Tuskegee were excellent Brian Burns' two years as Section Chair are over and I (Mickie Powell, UAB) will be rotating up into the position. There has been some talk about trying to get more involvement from UA Biology. I will be contacting the Biology department at UA as well as other schools to encourage participation by both undergraduate and graduate students.

II. **Chemistry** – Houston Byrd – No report

III. **Earth Science** – Mark Puckett -- No report

IV. **Geography, Forestry, Conservation & Planning** – Greg Gaston

Six (6) people attended the Section IV session at the Spring 2007 Academy annual meeting. Half of the people in the room (two of my students and myself) were joined by one other professor (Dr. Izeagu), his student and a lone graduate student from Alabama all of which made up the balance of Section IV. All six people presented papers.

Section IV has a difficult time gaining a critical mass of participants to have a viable section meeting. Part of the problem is that the Academy annual meeting is held very close to the time of the AAG national meeting and most students are focused on that meeting. The universities in Alabama with geography, environmental management, and planning programs are UNA, UA, Samford, A&M, and JSU. These have all been contacted to participate, but participation is very low.

V. **Physics & Mathematics** – Brain Thompson

At the 84th annual meeting of the AAS, we saw presentation of 15 papers and 9 posters. Personally, I found all the presentations quite interesting.

At the business meeting, Akshaya Kumar of Tuskegee University was promoted to section chair, and Nirmol Podder of Troy University was elected section vice-chair.

VI. **Industry & Economics** – Marsha Griffin – No Report

VII. **Science Education** – Karen Utz

The science education section plans to have a full complement of papers at the annual meeting on the Samford University campus in March 2008. Because of current commitments, Karen Utz's position as Chair of this section is going to be assumed by John Springer, Assistant Curator at Sloss Furnaces. John is extremely well-versed in industrial technology, as well as science education. He will be assisted by Karen and Lori Cormier, past section chair, in recruiting paper/poster submissions and assembling the 2008 program.

VIII. **Behavior & Social Sciences** – Vacant. – No report

IX. **Health Sciences** – Melinda Lawson – No Report

X. **Engineering & Computer Science** – Brian Toone

While this has not been a particularly active year for this section, we do anticipate the upcoming activities:

1. Organization of the program for Section X at the 2008 annual meeting.
2. Selection of a vice-chair to replace Brian Toone, who is now chair.
3. Organizational meeting with the newly selected vice-chair.

XI. **Anthropology** – Harry Holstein – No Report

XII. **Bioethics & History/Philosophy of Science** – Michelle Sidler.

As the new Section Chair for XII: Bioethics and History/Philosophy of Science, my primary goal for

this year is to learn the administrative process and increase participation for the section. To increase participation, I am compiling a list of previous section participants' contact information and soliciting proposals for AAS 08. In addition, I am contacting departments and colleges around Alabama who may have interested faculty to encourage their proposal submissions. At the AAS 08 meeting of Section XII, I plan to work with section participants to devise a list of goals for the next few years and to develop yearly themes that will provide a framework for submissions in the future.

13. Executive Officer – Larry Krannich

Since March, 2007, I have been involved in the following activities as the Executive Director of the Alabama Academy of Science:

1. Distributed the Local Arrangements Manual to the local arrangements committee at Samford to assist them concerning arrangements, program booklet needs, and deadlines associated with the annual meeting of the Academy to be held on the Samford University campus, March 19-22, 2008.
2. Prepared and distributed letters in early October to Alabama colleges and universities to solicit financial support for the Journal.
3. Prepared the Call for Papers for the 85th meeting of the Academy that will be distributed to all Section Chairs in hard and electronic copy after November 15th.
4. Designed bookmarks advertising the Academy and participation in the annual meeting. These will be distributed statewide in late-November.
5. Requested from the American Chemical Society approval for co-sponsorship of the annual state-wide Undergraduate Chemistry Research Symposium.
6. Updated the fliers and letters being sent to all Alabama chemistry faculty to solicit the participation of undergraduates and Alabama college and university Chemistry faculty in the 4th annual Undergraduate Chemistry Research symposium to be held in conjunction with the annual meeting of the Academy.
7. Contacted local sections of the American Chemical Society in the State to assess their willingness to again co-sponsor the state-wide undergraduate chemistry research symposium with the Academy.
8. Consulted with Brian Toone, Editor for Electronic Media, to develop an on-line submission of Executive Committee reports and generate a compiled document for distribution at the meeting and to the Secretary.

Agenda Item C: Committee Reports

1. **Local Arrangements** – George Keller
On-Site Visit
Samford University, Birmingham, AL 35229
November 3, 2007

The local arrangements for the 85th Annual Meeting of the Academy were discussed with details included in the Appendix to these minutes. The registration fee structure will be the same as that used for the 84th annual meeting with the banquet fee set as \$5 for pre-registrants. More than a sufficient number of rooms are available to host the various section meetings and wall boards in the hallways on all four floors of the Sciencenter will be used to accommodate the numerous poster sessions. All rooms are equipped with computers and ceiling mounted projection equipment, except for a couple of laboratories. The AJAS meetings will be held simultaneously with the AAS meetings in the Sciencenter. Because Samford University will be on Spring break, there will be ample parking space. The Thursday night banquet will take place in the Samford Cafeteria located in the Ralph W. Beeson University Center. The availability of hotel space was discussed. All the information for the meeting will be posted on the web site in January 2008.

2. **Finance** – No Report
3. **Membership** – Mark Meade – No Report.
4. **Research** – Steve Watts

This year 12 students (down from 19 last year) applied for travel awards to the Tuskegee University meeting. All were presenting papers or posters. All students were from out of town and were each awarded \$35. Budgeted amount for travel is \$750 and we encumbered \$420. In addition, 6 students applied for research grants. The committee evaluated the grants and all of these were awarded in full (\$1,500 of the budgeted amount of \$2,400). Support for book purchases are no longer allowed this year, nor is travel to other conferences (decided at last fall meeting). Only 12 students (down from 23 last year and 40 the previous year) have applied for the Research Paper/Poster Competition in several sections. New (slightly modified) evaluation forms and suggested criteria were sent to all section chairs and are now on the web.

All categories of awards and activities were handled electronically for the fourth year. Several minor modifications may be needed for next year, but in general electronic submissions greatly improved the process and eliminated a gruesome paper trail.

We suggest that the paper/poster competition will be held on Thursday only, with the banquet on Thursday night where winners will be announced.

5. **Long-Range Planning** – Adrian Ludwick – No Report
6. **Auditing Senior Academy** – Sergey Belyi – No Report
7. **Auditing, Junior Academy** – Govind Menon

July 2006- July 2007 Audit of Alabama Junior Academy of Science Financial Records

This is a report of the Alabama Junior Academy of Science Auditing Committee for the July 2006-July 2007 financial year. I have examined the books provided by the Alabama Junior Academy of Science Treasurer, Dr. B.J. Bateman. We are satisfied ourselves that the receipts and expenditures, as presented to us, are correct and that all expenditures are legitimate expenses.

The net worth as of June 30, 2007 is \$11,855.47

8. **Editorial Board & Associate Journal Editors** – Thane Wibbels – No report
9. **Place and Date of Meeting** – Mark Meade – No report
10. **Public Relations** – Roland Dute – No report
11. **Archives** – Troy Best

We need to obtain photographs (especially of members of the Executive Committee), committee reports, minutes of the AAS Executive Committee meetings, and any other materials that may be of interest to our membership. Items that may not seem of interest at present may be of great interest in the future.

Photographs of officers and members at meetings are of special interest.

If you have items that you believe may be worthy of inclusion in the AAS Archives, please send them to me or to Dr. Dwayne D. Cox, University Archivist, Auburn University Ralph B. Draughon Library, 231 Mell Street, Auburn University, AL 36849.

Access to our AAS Archives is available 7:45-4:45 Monday-Friday. Dr. Cox has provided the following information relative to access. Archives materials **do not** go out on Interlibrary loan. Patrons can come in and use them according to the donor specifications. Some require special permission from the donating office or persons who made the donation or sometimes the archivist. Materials to be used at night or weekends need to have special arrangements made so they can be pulled before 4:30 in the afternoon (Friday afternoon for weekend use). Copies can be made in most cases and that can be done either by going through InfoQuest or contacting Dr. Cox or the reference desk at 334/844-1732.

I encourage all officers and members of the AAS to donate significant documents, photographs, etc. to the archives.

12. Science and Public Policy – Scott Brande – No report

13. Gardner Award – Prakash Sharma

The first meeting of the Alabama Academy of Science was held at Sidney Lanier High School, Montgomery, Alabama, April 4, 1924, in conjunction with the Alabama Educational Association Meeting. Wright Gardner was elected as an office bearer of the academy in this meeting. Through his early studies he became determined to make teaching and research his two goals for his life. The Wright Gardner Award was established, after the name of this great future looking scientist and educator, by the Alabama Academy of Science in 1984 to honor individuals whose work during residence in Alabama had been outstanding. Persons nominated for this award have included researchers, teachers, industrialists, clinicians, scholars and active members and office bearers of the Alabama Academy of Science. This is to request each and every member of this academy to publicize to individuals, heads of departments, deans and provosts of colleges and universities about this prestigious award. Please solicit nominations from individuals and different academic and industrial organizations for this award. The nomination should be forwarded to:

Dr. P. C. Sharma, Chair, Wright Gardner Award Committee,

Head of Physics Department

Tuskegee University

Tuskegee, AL 36088.

Phone: (334) 727-8998; Fax: (334) 724-3917

e-mail: pcsharma@tuskegee.edu

You are welcome to nominate by either e-mail or by mailing a hard copy.

The nominations should consist of the following documents.

- (i) Formal Nomination Letter, (ii) vitae and at least three letters of references from peers, administrators and one by an expert in area of his/her research, and (iii) one page citation that will be used for presentation of the award.

Anything missing from items (i, ii, iii) will result in rejection of the nomination. The closing date for nominations is January 5, 2008. The award will be presented in the “Joint Annual Meeting of Junior and Senior Alabama Academy of Science Meeting, 2008.

14. Carmicheal Award – Richard Hudiburg

The committee looks forward to reviewing research articles published in Volume 78 of the *Journal of the Alabama Academy of Science* in 2007. The Emmett B. Carmichael Award will be announced during the 85th annual meeting in March 2008.

15. Resolutions—Mark Meade No report

16. Nominating Committee – Brian Thompson

I will be working with Ken Roblee and George Kline to identify nominations in time for the Spring 2008 meeting

17. Mason Scholarship -- Mike Moeller

Last spring the Committee reviewed four completed applications for the William H. Mason Scholarship. After assessing all application materials the Scholarship Committee offered the \$1000 scholarship to Mr. Michael Hallman. Mr. Hallman accepted the award.

The previous recipients of the William H. Mason Scholarship are:

1990-1991	Amy Livengood Sumner
1991-1992	Leella Shook Holt
1992-1993	Joni Justice Shankles
1993-1994	Jeffrey Baumbach
1994 -1995	(Not awarded)
1995-1996	Laura W. Cochran
1996-1997	Tina Anne Beams
1997-1998	Carole Collins Clegg
1998-1999	Cynthia Ann Phillips
1999-2000	Ruth Borden
2000-2001	Karen Celestine, Amy Murphy
2001-2002	Jeannine Ott
2002-2003	(Not awarded)
2003-2004	Kanessa Miller
2004-2005	(Not awarded)
2005-2006	Mary Busbee, Bethany Knox
2006-2007	Kelly Harbin
2007-2008	Michael Hallman

Attached to this report is a copy of an announcement that the committee plans to be sending soon to deans in schools of science and education within Alabama. Members of the AAS Executive Committee are encouraged to copy and disseminate this information.

**\$1000 FELLOWSHIP
IN SCIENCE TEACHING**

FIFTH-YEAR PROGRAM

The non-traditional fifth-year program is designed to offer individuals possessing a bachelor's degree outside of education the opportunity to earn a master's degree in education with Class A certification. Further information, admission requirements and application procedures can be obtained from education departmental offices at Alabama colleges and universities offering the fifth-year program.

AWARDS

Recognizing the need for promoting superior science teaching at all levels, the Alabama Academy of Science has established an award to encourage scientifically trained students to enter the teaching profession. The William H. Mason Fellowship is \$1000 for one year (non-renewable), and is tenable at any institution in the state of Alabama offering a teacher certification program. Awardees may choose to specialize in any area kindergarten through the 12th grade. Selection will be based on the extent to which the applicant shows promise for incorporating quality science instruction in his or her classroom.

ELIGIBILITY

Students who will have earned a B.S. or B.A. degree by the summer of 2008 are invited to apply for a William H. Mason Fellowship. Applicants must have the equivalent of a minor or major in a natural science, and must be applicants for a program leading to certification in teaching at any level K-12. Recipients will be required to teach in the state of Alabama for at least one year following the completion of the degree program for which the award is given.

PROCEDURES

A fellowship application form can be obtained from _____
or by writing to:

Dr. Michael B. Moeller
Alabama Academy of Science
Box 5049 University of North Alabama
Florence, AL 35632

or by e-mail: or can be downloaded for the Academy's website:

mbmoeller@una.edu

<http://www.alabamaacademyofscience.org>

DEADLINE FOR RECEIPT OF APPLICATIONS IS FEBRUARY 1, 2008

18. Gorgas Scholarship Program – Ellen Buckner

19. Electronic Media – Brian Toone.

We report the following activities:

1. Updated the main webpage for the AAS website and provided links to materials based on requests from the AAS president and Executive Director of AAS.
2. Complete the transmittal of the paper abstracts from the 84th annual meeting of AAS to the Editor of the *Journal of the Alabama Academy of Science*. This process was completed in a timely manner.
3. Provided preliminary information and links for the 85th annual meeting to be held at Samford University.
4. Responded to various requests from the President of AAS, Executive Director of AAS and other members concerning changes to the AAS website.
5. Developed uploading capability of reports for the Fall Executive Committee meeting to the AAS website.

Upcoming activities:

1. Updating and adding information for the 2008 annual meeting
2. Updating the electronic submission page for the annual meeting
3. Online membership application and online meeting registration (subject to discussion at executive meeting)

Agenda Item D – Old Business

None

Agenda Item E – New Business

1. EBSCO Licensing Agreement for JAAS:

Jeff Greaves, who is a Key Account Manager at EBSCO Publishing, contacted the Academy about wanting to include the *Journal of the Alabama Academy of Science* in the EBSCO Publishing databases that are sold to the library marketplace. In the Appendix to these minutes is a file that gives more detail about licensing (*Licensing with EBSCO Publishing*) and what it would mean for the journal. More information can be found at http://www.ebscohost.com/for_publishers. There are no costs associated with this licensing relationship. The only thing that is required is for us to provide them with the journal content. This could be by a subscription to the journal, sent to EBSCO Publishing. Also included in the Appendix is the standard non-exclusive *Licensing Agreement*. These were discussed and the Executive

Committee agreed to enter into the EBSCO Licensing Agreement.

Agenda Item F – Adjournment

Adjourned 11:41 AM

APPENDICES

Appendix 1. Local Arrangements Details for 85th Annual Meeting

1. Budget

<u>Wednesday</u>		
Executive Council Dinner @ 6pm – 20 people	\$400	
<u>Thursday</u>		
~3 tables for refreshments		
Morning (pastries and juice) = 100 ppl @ \$5.00 pp	\$500	
Afternoon (soda and cookies) = 100 ppl @ \$3.50 pp	\$350	
Lunch = 200 ppl @ ~ \$8.00	\$1600	
Awards Banquet = 200 ppl @ \$16.00 pp		\$3200
<u>Friday (21st)</u>		
~3 tables for refreshments		
Morning (pastries and juice) = 100 ppl @ \$5.00 pp	\$500	
Boxed Lunch Delivery = 100pl @ \$8.00 pp	\$800	
Total	\$4150	\$7350

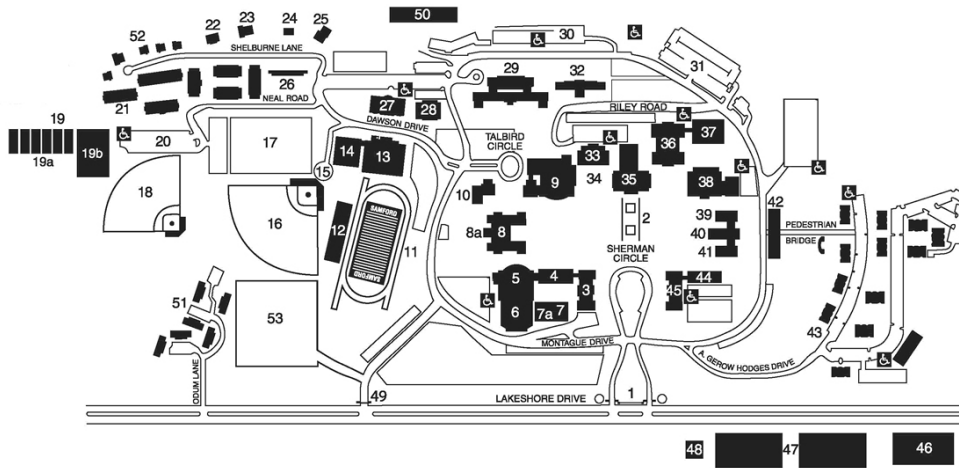
	Registration fees:		
Full Program	Early	Late	<u>Single Day</u> = \$30.00
Member	\$60.00	\$70.00	
Non-Member	\$70.00	\$80.00	
Student	\$35.00	\$45.00	
<u>Costs per individual</u>	<u>Thursday</u>	<u>Friday</u>	
	\$16.50	\$13.00	

2. Rooms for Scientific Sessions

Presentations		Sciencenter (Bldg #42)
40 person or greater seating		
Room	Type	Seats Avail.
011	Lec	40
103	Lec	40
109	Lec	60
Planetarium	Pln	100
204	Lec	40
311	Lec	40
315	Lec	40
Less than 40 person seating		
Room	Type	Seats Avail.
213	Lab	24
230	Lab	24
238	Lab	24
308	Lab	24
314	Lab	24
Symposium		Dwight Beeson Hall (Bldg #33)
Room	Type	Seats Avail.
Brock Forum (DBH)	Lec	229

Posters

Hall space is available



3. Cancel Classes

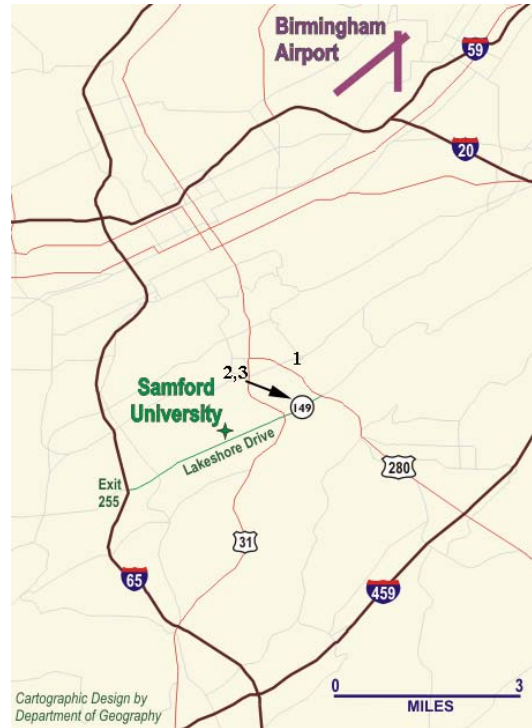
Spring Break – No Classes are in Session

4. Parking

Free parking and passes will be provided by Campus Safety. People pre-registering will receive parking pass with packet.

Parking will be set aside in the Lower Wright Center parking lot. Shuttles will be provided to take people to Sciencenter, Cafeteria and Parking Lot.

5. Hotels in Area:



1. **Hampton Inn** – \$84/night + tax
2. **La Quinta Inn and Suites** – 95.20/night +tax
3. **Courtyard by Marriott** – \$119.00/night +tax

6. Executive Committee Dinner

Catering Outline

Wednesday (19th)

Executive Council Dinner @ 6pm provided by Café Iz, Vestavia, AL
Approximately 20 people

1 entrée, two side dishes and dessert \$18 pp

Examples: Beef Tenderloin or shrimp

2-3 Entrees, two side dishes and dessert \$20 pp

Thursday (20th)

~3 tables set up for morning (8-11am) and afternoon (2-4pm) refreshments

Morning (pastries and juice) = 100 ppl @ \$5.00 pp Samford Catering

Afternoon (soda and cookies) = 100 ppl @ \$3.50 pp Samford Catering

Lunch ~12-1:30pm

Boxed Lunch delivery (~\$8.00) Jason's Deli

Banquet @ 7pm Samford Cafeteria

~200 people

Chicken and vegetarian lasagna

200 pl @ \$16.00 pp

Friday (21st)

Morning

Breakfast (8-11am) Samford Catering same price as quoted above

Lunch

Boxed Lunch Delivery = 100pl @ \$8.00 pp Jason's Deli

7. Section Officers Meeting

Sciencenter Room 120 has been reserved for the Thursday afternoon Section Officers meeting.

8. Social Event

Speaker TBD.

9. Friday Morning Symposium

Brock Forum (Dwight Beeson Hall) has been reserved for the Friday morning symposium.

10. Joint AAS and AJAS banquet

- to be held in the Samford Cafeteria on Thursday night (see above catering outline for specifics)

11. Annual business meeting

- to be held in Room 109 on Thursday evening.

Local Arrangements Planning Committee

Local Arrangements Chair

George Keller, Biology

gekeller@samford.edu

University Liaison Officer

George Keller, Biology

gekeller@samford.edu

AAS Program Coordinators

Eric Fournier, Geography

ejfourni@samford.edu

AJAS Program Coordinator

Hugh Floyd, Sociology

hhfloyd@samford.edu

Gorgas Program Coordinator

Betsy Dobbins, Biology

egdobbins@samford.edu

Registration Coordinator

Brian Gregory, Chemistry

bwgregor@samford.edu

AV Equipment/Services Coordinator

Tommy Tarvin, Physics

jttarvin@samford.edu

Parking/Traffic Coordinator

Sandy Willis, Psychology

aswillis@samford.edu

Poster Coordinators

David Frings, Biology/OMIC

dmfrings@samford.edu

Ron Hunsinger, Biology

rnunsin@samford.edu

Publicity Coordinator

Steve Donaldson, Math and Computer Science

sfdonald@samford.edu

Banquet/Dinner Coordinator

Jane Germeck, Dining Services

sucater@samford.edu

Appendix 2: EBSCO Licensing Agreement Details

Licensing with EBSCO Publishing

About EBSCO

Established in 1984, and headquartered in Ipswich, Massachusetts, EBSCO Publishing (EP) is a subsidiary of EBSCO Industries. EBSCO Publishing is chartered with delivering full-text and bibliographic research databases to the school, public, academic, medical, corporate and government library marketplace. EBSCO Subscription Services (ESS), a sister company to EBSCO Publishing, is chartered with managing a publisher's print subscription sales to libraries. Having been in business for over forty years, ESS is the largest operating division of EBSCO Industries. For this reason, EBSCO's sales executives make every effort to avoid the loss of print subscriptions when promoting

EP's research database products to libraries. Our representatives are all fully trained and financially motivated to ensure that these products are positioned as complementary research and information tools, not intended as a replacement for the printed word. We have been very successful with our approach and have a very high renewal rate among EP's publisher partners.

For more information on EBSCO's commitment to protecting a publisher's print subscription business, please visit: www.ebscohost.com/for_publishers

For more information on EP's sister company, EBSCO Subscription Services, please visit:

<http://www.ebsco.com/home/printsubs/default.asp>

EBSCO Publishing currently licenses the full text content of over 8,000 well-known periodicals and databases, which are offered as collections in more than 40 products that are successfully being marketed worldwide. We license content from thousands of well-known publications including: Fortune, National Geographic, Newsweek, the New Yorker, the Washington Post, Time, Atlantic Monthly, the Harvard Business Review, BusinessWeek, U.S. News & World Report, Vanity Fair, and Consumer Reports.

For more information on our publisher's program, please visit: www.ebscohost.com/for_publishers

For a listing of titles by library type and by database, please see our home page: <http://www.ebscohost.com>

Publisher Benefits: Exposure

- The primary benefit of working with EBSCO Publishing is the greatly increased domestic and international exposure to a publisher's title(s). Our research database products are installed in close to 90% of the public and academic libraries in the United States and Canada.
 - It is important to note that any time an end user in a library subscribing to EP products 'hits' on a publication during a key word search, publisher contact information is presented to the researcher, including street address, phone (if desired) and a direct link to the publisher's or publication's URL.
- EP has excellent penetration in Western Europe, and, due to an exclusive arrangement with a philanthropic organization, our products are installed in EVERY college, university and public library in the following

Exposure in the following Countries:

 Albania	 Haiti	 Russia
 Armenia	 Kazakhstan	 Serbia
 Azerbaijan	 Kenya	 Slovakia
 Bangladesh	 Latvia	 Slovenia
 Belarus	 Lithuania	 South Africa
 Bosnia Herzegovina	 Macedonia	 Sri Lanka
 Botswana	 Malawi	 Sweden
 Bulgaria	 Moldova	 Tanzania
 Czech Republic	 Mongolia	 Uganda
 Estonia	 Montenegro	 Ukraine
 Finland	 Mozambique	 Uzbekistan
 Georgia	 Namibia	 Zambia
 Ghana	 Nigeria	 Zimbabwe
 Guatemala	 Poland	

countries:

- EBSCO Publishing has an active sales force in Asia-Pacific, with strong and growing product penetration in the libraries of Australia, New Zealand, Japan, China, Hong Kong, S. Korea, Taiwan, and the Philippines.

Publisher Benefits: Royalties

- EBSCO Publishing pays all of its publisher partners royalties on a quarterly basis.

- The royalty is based on the number of years worth of content on EP products, the number of titles or amount of data licensed, the subscription price(s) for the title(s), and the number and type of databases on which it is chosen to run.
- Royalties can be fairly nominal particularly for new publishers with just a year's worth of data from one or a few titles. The royalty revenues tend to grow as more and more content is accumulated on the EP products.

Licensing Agreement, Logistics & Processing

- EBSCO asks all of its publisher partners to sign a licensing agreement upon entering into a formal relationship.
- Most publishers are asked to sign a standard, non-exclusive agreement that will not prevent them in any way from working with other companies like EP, nor from distributing full-text via the Web or other electronic channels.
 - EP's Content Licensing managers are always ready to answer questions about the agreement, and are willing to make modifications as needed, should a publisher be uncomfortable with the terms or terminology.
 - Unless otherwise mentioned, EP will be looking to incorporate current & future issues onto its products. Publishers may be also contacted about also providing back-issues to EP, but if not explicitly mentioned by your Content Licensing manager, it is not generally a requirement for a standard agreement.
- Once an agreement is signed by the publisher, EP will route the agreement through content licensing, administration/ royalty processing, and finally to the office of the CFO for signature.
- Once signed by EP, the agreement is returned to the publisher.
- Shortly after the signed agreement is returned to the publisher, EP's product marketing team goes to work in finding a home for the licensed title(s) among its many custom database packages.
- Once a set list of database products are identified for the title, EP will contact the publisher about delivering content.

Content/Data Delivery

- EBSCO Publishing can accept electronic data in many forms.
 - For publishers whose publications are not readily available electronically, EP will accept hard copies, and make PDFs on site using scanners.
- Our preferred and recommended format for content is native PDF, at the article level, if possible.
- Files can be sent electronically by E-mail, FTP transfer, or by mail on a disk or CD-ROM. More information about sending electronic data and contacting our IT staff is available in a separate document.

Ongoing Relationship

- Once an agreement is signed and a method for delivering content is determined, the publisher's title is ready to go 'live' on the EP products for which it has been selected.
- Generally, it can take about three to six months from the day a publisher signs an agreement to the day their publication is up and running on EP's products.
 - Please note that the majority of the processing and administration effort is on the part of EP.
 - Once a publisher signs an agreement, the only job that remains is for the data (or hard copy) point of contact to deliver content as new issues are published.
- Royalty payments will arrive to the publisher on a pre-determined quarterly basis. Payments are made to the name of the company as cited in the licensing agreement.

- Your Content Licensing manager will remain your primary point of contact at EBSCO Publishing. Should your CL manager leave his/her position, a new manager will be assigned to you to provide support as needed.

LICENSE AGREEMENT

THIS AGREEMENT is made and entered into this the ___ day of ____, 2007 by and between EBSCO Publishing, Inc., whose principal place of business is at 10 Estes Street, Ipswich, Massachusetts, 01938-0682, USA (“EP”) and _____, whose principal place of business is at _____ (“Licensor”).

WHEREAS, Licensor has the right to publish or cause to be published the Publications (as hereinafter defined); and

WHEREAS, Licensor desires to license EP to disseminate the Content (as hereinafter defined) of the Publications, in text, image, other electronic format or such other formats or on such other media as may now exist or hereafter be discovered, to end-users through the re-license or sale of information products using the media of CD-ROM, tape, online hosts, internet services and other electronic or optical media or formats now known or hereafter discovered.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, EP and Licensor hereby agree as follows:

1. **Definitions**. The following terms shall be used in this Agreement as defined in this Section 1:

1.1 “Adapt”, EBSCO shall make no change to the editorial content of the Publication(s) licensed hereunder. Notwithstanding the above, EBSCO shall be entitled to insert into each transmission such subject or descriptor field and codes, instructions and other technical applications as may be necessary to make the Content compatible with the database structure and search logic of the Products and to normalize data elements to facilitate Product usage.

1.2 “Publications” are the titles listed in Schedule 1, as may be amended from time to time, and which is incorporated into this Agreement by this reference.

1.3 “Content” is for text, image and other content contained within the Publications.

1.4 “Current Content” is Content that Licensor publishes after the expiration or termination of this Agreement.

1.5 “Logo” shall mean the marks or trademarked banner graphics owned by Licensor which are used on the cover of each issue of the Publications.

1.6 “Past Content” is Content that Licensor published and that EP included in Products during the term of this Agreement.

1.7 “Products” are information products distributed by EP (and by virtue of agreements with EP, by EP’s distributors, resellers, agents, and sublicensees), which contain all or part of the Content of the Publications, listed in Schedule 2, as may be amended from time to time, and which is incorporated into this Agreement by this reference.

1.8 “User” shall mean third persons or organizations that have entered into agreements with EP and/or its distributors, resellers, agents or sublicensees respecting the Products.

2. **Grant of License**

2.1 Licensor grants to EP the non-exclusive right and license to reproduce, distribute reproductions of, display, publicly perform, and adapt the Content for purposes of incorporating the Content into the Products, and allowing the reproduction, distribution of reproductions of, the display of, public performance of, and adaptation of the Content as used in the Products. EP will not make the Products available to persons or entities that are not authorized Users. EP will not authorize or permit any User to re-sell the Content, or any part thereof. However,

university Users may, in return for an additional subscription fee on which royalties will be paid in accordance with Section 4 herein, make EPs alumni Products available to their alumni as a component of a larger package of services offered to alumni. Nothing in this Section is intended to restrict Licensor's right to promote its own print or electronic subscriptions or products which include the Publications, nor to limit its ability to reach agreements with other subscription agents or distributors.

2.2 Licensor shall retain all right, title, copyright, and other intellectual or proprietary rights in the Publications. EP does not acquire any intellectual property or other rights in the Publications except as specifically acknowledged in this Agreement.

2.3 If, during the term of this Agreement, Licensor provides the Content of the Publications for inclusion on a product or service which is available at no cost then EP reserves the right to reduce or eliminate the royalties paid pursuant to Section 4. For the avoidance of doubt, nothing in this Section is intended to restrict Licensor's right to promote its own print or electronic subscriptions by providing only a selected, minority portion of Content of the Publications in a product or service which is provided at no cost.

2.4 The use of the Licensor's trademark(s) is subject to review and approval of the Licensor, however, general purpose materials, such as database catalogs, price lists, Customer Listserv Messages and other customer communications or other materials providing a general listing of services or databases, shall not require specific review or approval. To promote Licensor's brand recognition, EP may display the Publication's Logo only in conjunction with display of a full text article from the Publication. EP may also use the Publication's cover images in marketing and promotional materials.

2.5 Licensor authorizes EP to sublicense Content in exchange for additional royalties beyond that listed in Section 4, which royalties will be calculated in a manner equal to the method set forth in Section 4.1 of this Agreement. EP will sublicense such sublicensees to reproduce, distribute reproductions of, display, publicly perform, and adapt the Content and the Products, and will allow the reproduction, distribution of reproductions of, the display of, public performance of, and adaptation of the Content, in all media now known or hereafter discovered, providing revenues from guaranteed sources, subscription packages, or transactional (pay-per-view) models. Upon written notice to EP by Licensor, EP will direct sublicensees to remove Content identified by the Licensor. EP reserves the right to direct sublicensees to remove any Content in which the ownership or right to license is called into question. Licensor will indicate whether it accepts or declines this option by indicating its agreement on Schedule 3, which is incorporated herein by this reference.

2.6 Licensor agrees to make best efforts to include information in the masthead of the Publications indicating that the Publications are included in EP's Products.

2.7 Licensor grants EP the right to make the Content of the Publications on EPs servers available to major search engines to crawl in order to make Users aware of the Content in EP's Products. The search engines may display a very limited portion of the Content so that Users can connect to the EP Products via the search engines' result lists.

2.8 EP may, at its option, include the Content of the Publications beginning with Volume 1, Issue 1.

3. **Development of the Products**

3.1 Licensor will deliver the Content of the Publications to EP in a timely manner in a mutually agreed upon format and medium, as stated in Schedule 1.

3.2 Licensor agrees to deliver the best available data for the Content of the Publications, without charge to EP, according to the schedule stated in Schedule 1. Licensor agrees to authorize EP to download Content for Publications from any third party providers and to cover all associated costs (if any).

4. **Payments and Reports**

4.1 EP shall pay Licensor earned royalties on a quarterly basis. Such earned royalties will be equal to twenty percent (20 %) of the net revenue collected for inclusion of Content from the Publications on Products sold.

4.2 EP shall make payments due to Licensor pursuant to this Agreement within ninety (90) days after the last day of the calendar quarter in which use of the Content of the Publications in the Products commenced.

4.3 For Products in which only citation and abstract information from Licensor are included, and no text or image of the article is included, no royalty will be earned by Licensor.

5. **Representations and Warranties**

5.1 EP represents and warrants that it has the right to enter into this Agreement and to cause the Products to be sold in the form and in the manner set forth in this Agreement. Licensor represents and warrants to EP that: (a) Licensor has the right to enter into this Agreement with EP, (b) Licensor has the right to allow or cause the Content of the Publications to be licensed in the form and manner set forth in this Agreement, and (c) Licensor owns all right, title, and interest in and to, including the copyright in and to, the Publications being licensed pursuant to this Agreement, and the individual items of Content, or with respect to individual items of Content, the right and license to allow EP to use the Content as contemplated by this Agreement.

5.2 EP indemnifies Licensor (and its officers, directors and partners) from and against any and all liability, damage, loss or expense arising from any claim, demand, action or proceeding based upon or arising out of the breach or alleged breach of any of the representations or warranties set forth in this Agreement or incurred in the settlement or avoidance of any such claim, provided, however, that Licensor shall give prompt legal notice to EP of the assertion of any such claim and provided further that EP shall have the right to participate in the defense thereof at its own expense. This agreement to indemnify shall survive any termination or expiration of this License Agreement.

5.3 Licensor indemnifies EP (and its parents, affiliates, officers, directors and partners) from and against any and all liability, damage, loss or expense arising from any claim, demand, action or proceeding based upon or arising out of the breach or alleged breach of any of the representations or warranties set forth in this Agreement or incurred in the settlement or avoidance of any such claim, provided, however, that EP shall give prompt legal notice to Licensor of the assertion of any such claim and provided further that Licensor shall have the right to participate in the defense thereof at its own expense. This agreement to indemnify shall survive any termination or expiration of this License Agreement.

6. **Copyright and Infringement**

6.1 Copyright of the Publications remains the property of Licensor. EP's customers agree to abide by the Copyright Act of 1976 as well as any contractual restrictions, copyright restrictions, or other restrictions provided by publishers and specified in the Products. Pursuant to these terms and conditions, the customer and Users may download, email or print limited copies of citations, abstracts, full text or portions thereof provided the information is used solely for personal, non-commercial use. EP instructs its customers that they may not use the Products as a component of or the basis of any other publication prepared for sale and will neither duplicate nor alter the Products or any of the content therein in any manner nor use same for sale or distribution. EP informs the customer that it must take all reasonable precautions to limit the usage of the Database(s) to those specifically authorized.

6.2 Each party will use reasonable efforts to notify the other of any allegations of infringements of patent, copyright, trademark or other intellectual property rights in the Products that come to such party's attention.

6.3 EP acknowledges and agrees that Licensor may, with respect to any Content or any Publication, or a portion thereof, request EP to remove or cease distributing any portion of the Content or the Publications which Licensor reasonably believes may be in violation of law or the proprietary or contractual rights of a third party, and EP will reasonably cooperate with Licensor in that regard. In the event that Licensor requests that EP remove or cease distributing more than five percent (5%) of the total Content licensed by Licensor to EP pursuant to this

Agreement, then EP's obligation to pay royalties pursuant to Section 4.1 of this Agreement shall be reduced on a prorated basis consistent with the percentage of Content subject to removal or cessation of distribution.

7. **Confidentiality**

7.1 Neither party shall, without the written consent of the other, or as specified below, communicate confidential information of the other orally or in writing (including, without limitation, future business plans and services and the identity and addresses of the Users) to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that it protects its own confidential information. Each party's obligations of confidentiality and non-disclosure shall not apply to disclosures to such party's counsel or other advisors or to a court, arbitration panel or other similar body, in the event such party has a bona fide dispute with the other party regarding this Agreement.

7.2 Both parties further agree that all confidentiality commitments hereunder shall survive any termination or expiration of the Agreement.

8. **Term and Termination**

8.1 The term of this Agreement shall commence on the date first set forth above and shall automatically renew on the date which is three (3) years thereafter, subject to successive one year renewals of this Agreement on the terms contained herein unless either party hereto provides written notice to the other party at least ninety (90) days in advance of any renewal date of its intention not to renew this Agreement.

8.2 This Agreement may be terminated by either party on written notice of termination, upon material breach of any obligation hereunder by the other party, if such other party fails to cure such breach within sixty (60) days after written notice thereof.

8.3 This Agreement may be terminated immediately by either party in the event an order for relief in any bankruptcy or reorganization proceeding is entered against the other party, a receiver is appointed for all or substantially all of the assets of the other party, the other party is dissolved or liquidated other than in connection with a sale of all or substantially all of its assets, the other party completely discontinues its business other than in connection with a sale of all or substantially all of its assets, or the other party attempts to assign this Agreement in contravention thereof.

8.4 Upon termination of this Agreement, each party shall promptly return to the other all confidential and business-sensitive information in tangible form which is then in possession or control of such party. After termination, EP will no longer have any license to include Current Content from publications in its products, but may continue to include Past Content from the Publications in its products, subject to continuing payment of royalties under the terms specified in Section 4.1.

9. **Force Majeure**

Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, act of government, labor difficulty, sabotage, failure of suppliers or subcontractors or unavailability of material or supplies or any other cause beyond the control of such party ("Force Majeure"), provided that such party gives the other party written notice thereof promptly and in any event, within fifteen (15) days of discovery thereof. In the event of such a Force Majeure, the time for performance or cure shall be extended for a period equal to the duration of the Force Majeure but not in excess of six (6) months.

10. **Limitation of Liability**

Neither party shall be liable to the other for special, incidental, consequential or punitive damages of any nature, for any reason, including, without limitation, the breach of the Agreement or any termination of this Agreement, whether such liability is asserted on the basis of contract, tort (including negligence or strict liability) or otherwise, even if the other party has been warned of the possibility of such damages. Except as provided herein, all remedies, including, without limitation, the termination of this Agreement and all of the remedies provided by law shall be deemed cumulative and not exclusive.

11. **Assignment**

This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, that this Agreement may not be assigned in whole or in part by either party without the written consent of the other, except that Licensor may assign this Agreement to any other entity controlled by Licensor without the consent of EP and EP may assign this Agreement to any affiliate without the consent of Licensor. Either party may, with the other's written consent, which consent shall not be unreasonably withheld or delayed, assign this Agreement to any person or entity which succeeds to its business to which this Agreement relates and which assumes all of its obligations hereunder in writing, provided that in such event the assigning party or its legal successor-in-interest shall remain bound as a guarantor of such obligations.

12. **Notices**

All notices required or permitted hereunder shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by facsimile to the party to whom such notice is directed, at the address as set forth above, or the facsimile number provided by such party, or to such other address or facsimile number as such party shall have designated by notice hereunder. Unless otherwise specified, notices shall be deemed given when the return receipt is received or upon receipt of an appropriate facsimile answer back after transmission of the facsimile.

13. **Waiver**

Any waiver of any right or default hereunder shall be effective only in the instance given and shall not operate as or imply a waiver of any similar right or default on any subsequent occasion.

14. **Entire Agreement**

This Agreement and the attached Schedules constitute the entire Agreement between the parties pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements, negotiations and understandings, oral or written. This Agreement may be modified only by an instrument in writing duly executed by both parties.

15. **Enforceability**

If any provision or clause of this Agreement is found by a court of competent jurisdiction to be void, illegal, or unenforceable, that provision or clause shall be modified by the court so as to render it valid and enforceable; or, if such modification is impossible or the court is unable under the law to make the modification, then that provision or clause shall be regarded as stricken from the Agreement. In either event, the parties agree that the remainder of this Agreement shall remain in full force and effect.

16. **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

Accepted and agreed to by the parties as of the date above written.

Licensor

EBSCO Publishing, Inc.

BY: _____ BY: _____

Title: _____ Tim Collins
President

_____ 978-356-6500
Please print name fax 978-356-5191

Date signed: _____ Date signed: _____

Telephone: _____

Fax: _____

Schedule 1 Publications (Please type or print clearly)

Enter the title, ISSN, issue count per year, institutional subscription price, language and peer review status in the spaces provided below. If the list is lengthy, in addition to providing a hardcopy list, please feel free to provide the list in electronic format.

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