

Tensiones de la Democratización Educativa. Conflicto, convivencia y autoridad en la educación media argentina (1983-2015).

Daniel Pedro Míguez y Paola Gallo.

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Publishing Agreement

The following Agreement made this **March 20, 2019** has been approved and entered into between:

Daniel Pedro Míguez and Andrea Paola Gallo

hereinafter referred to as the "Author" (in the case of multiple authorship the word "Author" is used collectively, unless otherwise indicated) and

Peter Lang Publishing, Inc.
29 Broadway
New York, New York 10006

hereinafter referred to as the "Publisher."

In consideration of the mutual promises hereinafter set forth, the parties do agree as follows:

§1 Subject of the Agreement

- 1.1 The subject of the Agreement is a work **written** by the Author with the title:

La Democracia en la Escuela. Conflicto, Convivencia y Autoridad en la Educación Media Argentina

hereinafter referred to as the "Work."

In the event either the Publisher or the Author wishes to retitle the Work after this Agreement is signed, the new title shall be selected by consultation by the parties.

- 1.2 The Work shall be part of the:

Latin American Studies List—USA, Edited by Emma Clarke

In the event the Work is assigned to a different list after this Agreement is signed, the Author and/or Series Editor(s) will get notice in writing.

§2 The Grant of Rights to the Work

- 2.1 The Author hereby grants and assigns to the Publisher the following rights in and to the Work during the full terms of copyright and all renewals and extensions thereof, under the present or future laws of the United States, all other countries throughout the world and all international copyright conventions:

The sole and exclusive right to: 1) reproduce, publish, distribute, transmit, make available or otherwise communicate to the public, translate, publicly perform, archive, store, lease or lend and sell the Work or parts thereof individually or together with other works in all languages, in all revisions and versions throughout the world in all forms and media of expression now known or later developed, including but not limited to digital technologies (including offline and online use, push or pull technologies, use in databases and data networks (e.g. the Internet) for display, print and storing on any and all stationary or portable end-user devices, e.g. text readers, audio, video or interactive devices, and for use in multimedia or interactive versions as well as for the display or transmission of the Work or parts thereof in data networks or search engines, and posting the Work on social media accounts closely related to the Work), in whole, in part or in abridged form, in each case as now known or developed in the future, including the right to grant further time-limited or permanent rights; 2) all subsidiary rights to the Work or any part thereof now existing or hereafter invented or created and the right to grant these rights to third parties, in any and all languages throughout the world without limitation; and 3) to license others to do any or all of the above.

- 2.2 The Author authorizes the Publisher to register the copyright in the Work and/or any revision or other edition thereof throughout the world in the name of the Publisher. The Publisher shall have the right to renew such copyrights if the Publisher deems it advisable.
- 2.3 The Publisher especially has the right to permit others to use individual illustrations, tables or text quotations and may use the Work for promotional purposes.

- 2.4 For the purposes of use in electronic forms, the Publisher may adjust the Work to the respective form of use and include links (e.g. frames or inline-links) or otherwise combine it with other works and/or remove links or combinations with other works provided in the Work.
- 2.5 The Author grants his/her right to be identified as an originator of the Work in all editions and versions of the Work and parts thereof, published in all forms and media. The Publisher may take, either in its own name or in that of the Author, any necessary steps to protect the rights granted under this Agreement against infringement by third parties. It will have a copyright notice inserted into all editions of the Work.

§3 Warranties and Indemnifications

- 3.1 The Author represents and warrants that he or she is the sole author and sole proprietor of all rights in and to the Work, or has obtained permission from the rights holders of all rights in and to the work, and of the rights granted hereunder and that he or she has full power to enter into this Agreement; that said rights are not subject to any prior agreement, lien, or other claim or right which may interfere with the rights herein granted; that the Work is original and has not heretofore been published and is not in the public domain; that the Work does not contain anything unlawful, libelous, or a violation of any right of privacy; that the Work does not infringe upon or otherwise violate or injure any statutory or common law copyright belonging to any other person or party; that nothing in the Work infringes any duty of confidentiality which the Author may owe to anyone else or violates any contract, express or implied, of the Author; and that the Work does not infringe upon or otherwise violate or injure any rights whatsoever of any person, firm, or corporation, or violate any law, statute, ordinance, rule or regulation of the United States of America or any governmental subdivision thereof. These warranties and representations shall apply to any revisions and subsequent editions of the Work.
- 3.2 The Author or his or her legal representative shall indemnify and hold harmless the Publisher and those to whom the Publisher may license or grant rights hereunder and any seller of the Work against any and all losses, damages, liability, and expenses, including attorney's fees, that the Publisher may incur in the event any suit, claim, demand, action or proceeding is asserted or instituted against the Work, the Publisher, a licensee or grantee of the Publisher or any seller of the Work by any person, firm, or corporation asserting the breach or alleged breach of any of the foregoing warranties or by any government or subdivision or official thereof asserting the violation of any law, statute, ordinance, rule or regulation. In the event any suit, claim, demand, action or proceeding is asserted or instituted: 1) the Publisher shall have the right but not the obligation to defend and select counsel; 2) the Publisher shall promptly notify the Author, who shall fully cooperate in the defense; 3) the Publisher may withhold payments of any and all royalties that might otherwise be due to the Author under this or any other Agreement between the parties until such time as the suit, claim, demand, action or proceeding is settled, withdrawn or finally resolved; and 4) the Publisher shall have the right to suspend or cease distribution of the Work. In the event the Publisher chooses not to defend the suit, claim, demand, action or proceeding and suspends or ceases distribution of the Work, the Author shall have the right to terminate this Agreement by written notice to the Publisher.
- 3.3 The Author's warranties and indemnifications under this clause shall survive the termination of this Agreement.
- 3.4 The warranties and indemnifications contained in this clause do not extend to any material not furnished by the Author.
- 3.5 The Publisher shall have the right to enforce any and all copyrights and other rights in the Work and if the copyright or any other right in the Work is infringed or violated, the Publisher may take such legal action, in the Author's name if necessary, as may be required to restrain such infringement and to seek damages therefor. The Publisher shall not be liable to the Author for the Publisher's failure to take such legal steps. The expenses and proceeds of such enforcement or prosecution by the Publisher shall be divided equally between the Publisher and Author. If the Publisher does not bring such an action, the Author may do so in his or her own name and at his or her own cost and expense. Money damages recovered for an infringement shall be applied first toward the repayment of the expense of bringing and maintaining the action, and thereafter the balance shall be divided equally between the Author and the Publisher. If the party bringing the action shall not hold the record copyrights to the Work, the other party shall permit the action to be brought in his, her or its name and shall execute all instruments necessary or convenient therefor and shall appoint the suing party its attorney in fact.

§4 Permissions

- 4.1 If the Author incorporates in the Work any copyrighted materials that do not fall within the parameters of fair use, including that of previously published material created by the Author, he or she shall procure, at his or her own expense, written permission to reprint the illustrations or other copyrighted materials in all editions of the Work and for all uses of the Work covered by this Agreement in addition to seeking worldwide distribution rights in all languages. The Author shall deliver any permissions deemed necessary to the Publisher in a form and meeting the rights requirements of the Publisher at the time of delivery of the manuscript.
- 4.2 The Publisher reserves the right to remove any copyrighted materials that are not accompanied by the appropriate permissions documentation by the Author, including material which is deemed to have orphaned rights.

§5 The Manuscript and Publication

- 5.1 On or before **1st September 2019** the Author shall deliver to the Publisher the final version of the Work, together with any and all permissions pursuant to Clause 4. The Author will deliver printer-ready electronic files and required elements according to the specifications outlined by the Publisher.
- 5.2 If the Author does not submit the Work in the agreed upon format by the above date, the Author must ask the Publisher for an extension to a date which shall be agreed upon by the parties. If the Author does not submit the Work by the original or new date, the Publisher may at its discretion grant the Author extensions or terminate this Agreement by giving written notice, whereupon the Author shall repay forthwith any and all monies advanced by the Publisher. In the event the Agreement is terminated, the Publisher shall not be obligated to return to the Author any monies paid to the Publisher upon the signing of the Agreement.
- 5.3 The Author further agrees to supply promptly, at his or her own expense, an index. If the Author fails to do so, the Publisher shall have the right to supply such material and charge the cost to the Author or to terminate this Agreement by giving written notice.
- 5.4 The Author shall retain a duplicate copy of the manuscript and all required elements, which are delivered to the Publisher.
- 5.5 The manuscript shall be subject to approval by the Publisher. If the manuscript is unsatisfactory or unacceptable, the Author shall make revisions as requested by the Publisher. In the event the manuscript or revised manuscript is unsatisfactory or unacceptable, the Publisher may terminate this Agreement by giving written notice, whereupon the Author shall repay forthwith any and all monies advanced by the Publisher and may then submit the Work to others.
- 5.6 It is understood and agreed that no duty shall devolve upon the Publisher under this Agreement until such time as the manuscript has been completed and edited to the satisfaction of the Publisher. In no event shall the Publisher be obligated to publish a Work which in the judgment of its attorneys may lead to legal liability. In the event the Author fails to make the Work legally publishable within sixty (60) days after notice from the Publisher, the Author shall repay forthwith all monies advanced by the Publisher and the Agreement shall be deemed terminated.
- 5.7 In the event the Agreement is terminated pursuant to this clause, the Publisher shall not be obligated to return to the Author any monies paid to the Publisher.
- 5.8 For the purposes of this Agreement, "final manuscript" shall mean the complete manuscript prepared according to the specifications provided by the Publisher and after the Author has made: 1) all revisions requested by the Publisher pursuant to Clause 5.5 and the revisions have been approved by the Publisher; and 2) all corrections required by the Publisher pursuant to Clause 6.2 and the corrections have been approved by the Publisher.
- 5.9 The Publisher shall arrange for bound copies of the Work to be ready no later than nine (9) months after the Author delivers the final manuscript and advertising data sheet ("bound book date"). If in the sole discretion of the Publisher conditions are suitable, the publication date of the Work shall be two (2) months after the bound book date. In order to promote the Work, the Publisher may postpone the publication date to coordinate promotion such as for potential course adoptions.
- 5.10 The Publisher shall not be responsible for unforeseen delays resulting from strikes, Acts of God or other causes beyond its control or from the Author's failure to return proofs within the period of time mutually agreed upon, and the bound book date shall be extended by a period equal to the period of any such delay.
- 5.11 If the Publisher decides that the Work is not suitable for publication in the intended market place, or that there is no substantial market for the Work, or the economic circumstances of publication have substantially changed (in each case other than due to the Work not being of a suitable quality to justify publication) then the Publisher may at any time terminate this Agreement by giving one month's notice to the Author in writing. In the event of such termination the Author shall be entitled to retain all amounts received in respect of the Work previously paid to by the Publisher at the date of termination.

§6 Production

- 6.1 The Author agrees to provide the following in preparing the Work for printing:
- 6.2 The technical quality and accuracy of the manuscript shall conform to the submission guidelines supplied by the Publisher in a full manuscript package delivered per our submission guidelines to the Editor and Editorial Assistant. If the final manuscript package delivered by the Author contains typographical or format errors, the Author shall make the necessary corrections and return the manuscript package files to the Publisher by a date mutually agreed upon. If the manuscript requires heavy edits or any translations to English before production, it will be the responsibility of the Author to pay for and prepare the manuscript and delivery to the Publisher in an acceptable final manuscript package. The Publisher will provide light copyediting of the final manuscript package before layout during Production.
- 6.3 All right, title and interest in the typography, design and/or look-and-feel of the Work shall remain the property of and is reserved to the Publisher. Illustrations and any other material or immaterial property prepared at the expense of the Publisher remain, as between the parties, the exclusive property of the Publisher.

- 6.4 The Publisher will determine the appropriate method of copy editing and/or proofreading, depending upon the condition of the final draft of the work.
- 6.5 The Author agrees to read and correct proofs of the Work and return them to the Publisher within a period of time mutually agreed upon. Composer's errors will be corrected at the typesetter's expense. Any Author's alterations during proofs shall be charged to the Author.
- 6.5 In the event the printed Work contains excessive errors caused by the Author and the Publisher is required to reprint copies or insert errata sheets, the cost shall be charged to the Author.
- 6.6 The Author may include 10 grayscale illustrations, essential to the manuscript's argument, free of charge. Additional artwork will be included at the Author's expense.
- 6.7 The final printer-ready manuscript shall be **105,000 words** plus five percent (5%), including all front and backmatter. If the final printer-ready manuscript exceeds **105,000 words** plus five percent (5%), a proportionate surcharge may be charged by the Publisher.
- 6.8 The Publisher shall determine at its discretion the size and format of the printing of the Work.
- 6.9 The Author shall receive **six (6) free hardback copies** of the first printing of the Work.
- 6.10 If the Publisher requests from the Author corrections or revisions after initial publication, the Author agrees to deliver such material by a date which shall be agreed upon by the parties. In the event the Work is not published print on demand, the Publisher shall notify the Author upon request of the number of copies in any subsequent printings of the Work.
- 6.11 The Work shall be sold at a price which shall be determined by the Publisher.
- 6.12 The Author may purchase additional copies of the Work for personal use at a discount of thirty percent (30%) from the Publisher's retail price. Such copies shall not be for resale unless expressly provided in this Agreement.

§7 Promotion

- 7.1 The Publisher shall promote the Work in the style and manner which in its sole judgment is best suited to its sale.
- 7.2 The Publisher may publish or permit others to publish or broadcast, free of charge, such selections from the Work as it thinks proper to benefit its sale.
- 7.3 The Publisher and any licensees or assigns of the Publisher shall have the right in connection with the exercise of the Publisher's rights under this Agreement to use the name, image, likeness and biography of the Author in advertising, marketing and publicity.
- 7.4 The Author agrees to assist the Publisher in promoting the Work by supplying the Publisher with the necessary information for publicity and marketing.

§8 Supplemental Funding

- 8.1 The Author shall not be required to contribute to the cost of publication after initial publication or first printing of the Work.

§9 Competing Works

The Author agrees that while this Agreement is in effect he or she will not, without the prior written consent of the Publisher, publish or permit to be published by anyone other than the Publisher, any Work that in the Publisher's opinion may compete, interfere with or injure the sale of the Work which is the subject of this Agreement.

§10 Revised Editions

- 10.1 The Publisher, after consultation with the Author, shall have the sole discretion to decide that a revision of the Work is desirable. At the Publisher's request, the Author agrees to deliver final copy for a revised edition satisfactory to the Publisher in content and form by a date which shall be mutually agreed upon by the parties. If the Author is unable or unwilling to undertake the revision or is deceased, the Publisher may arrange for the preparation of a revised edition. The compensation paid to the reviser(s) shall be charged against any sums accruing to the Author on the sale of the revised edition.
- 10.2 The Publisher shall have the sole discretion to use the name of the Author and/or reviser(s) on any revised edition of the Work.

§11 Royalties and Subsidiary Rights

- 11.1 The Author shall receive royalties on printed and digital copies of the Work sold by the Publisher.

- 11.2 Royalties on the net sales received by the Publisher for the sale of the Work shall be paid to the Author as follows:

4% of net receipts for all **hardback** copies **1 to 200**;
 6% of net receipts for all **hardback** copies sold thereafter;
 5% of net receipts for all **e-book** copies sold.

Royalties will not be paid for books which are included in a buyback agreement or bulk order, or which are remaindered.

- 11.3 If the "Author" comprises several individuals, the aforesaid royalty will be paid as a total to the joint group of individuals. Each individual comprising the Author will receive an equal share of any payment from the Publisher. Any other arrangements for the share of royalties should be handled separately by the individuals comprising the Author, without involvement of the Publisher.
- 11.4 Copies used to promote the sale of the Work such as editorial review and sample copies, and copies furnished to the Author or Series Editor gratis or at a discount, shall not be subject to payment of royalties.
- 11.5 The Publisher shall render annual statements of account beginning one (1) year after publication date. Payment of royalties shall be made within two (2) months after the annual statement. If in any one (1) year period the total payment due to the Author is less than Twenty Five Dollars (\$25.00), the Publisher may defer the mailing of a statement and payment until the payment due totals \$25.00 or more.
- Whenever the Author has received an overpayment of monies for any reason whatsoever under the terms of this Agreement, the Publisher may deduct the amount of such overpayment from any payments that are due to the Author on the Work or other Works.
- The Author shall be paid by check, PayPal, or other mutually agreed upon method of payment in U.S. dollars, unless otherwise specified in this Agreement.
- 11.6 The Publisher shall have the exclusive right to all subsidiary rights to the Work now existing or hereafter invented or created. The Publisher alone may make arrangements with respect to these rights both on its own behalf and on behalf of the Author. The net receipts from the sale or other disposition of the following subsidiary rights shall be divided with sixty (60) percent to the Publisher and forty (40) percent to the Author:
- a) book club
 - b) paperback and hardcover reprint
 - c) trade editions for bookstore distribution
 - d) foreign language translation
 - e) English language editions for distribution outside the United States
 - f) first serial (publication of parts of the Work before publication)
 - g) second serial (publication of parts of the Work after publication) (including but not limited to anthologies, selections, abridgments and adaptations)
 - h) micro-reproduction (including but not limited to motion picture, film, television, broadcasting and recording)
 - i) performing rights (including but not limited to motion picture, film, television, broadcasting and recording)
 - j) audio and video reproduction
 - k) large type editions
 - l) computer software
- 11.7 The Publisher shall have the exclusive right to authorize without payment and with no royalty to the Author the publication of the Work in Braille, and the photographing, recording and microfilming of the Work for use by the physically handicapped. Any compensation which the Publisher receives for these uses shall be divided with sixty (60) percent to the Publisher and forty (40) percent to the Author.
- 11.8 During the time that the Work remains available in any printed or electronic form, the Publisher shall continue to control all rights to its version of the Work, including all electronic rights and partial content rights.

§12 Overstock Copies

If after four (4) years after publication date a substantial number of unsold printed copies remain in stock, the Publisher shall have the right to clear its inventory of the Work. The Publisher shall notify the Author and the Author shall have the right to buy copies at a reduced price which shall be negotiated. The Work shall be considered available for as long as the Publisher makes it available in any printed or electronic form.

§13 Change of Address

The Author shall give the Publisher written notice of a change of the address to which royalty statements and payments and other notices to be given under this Agreement shall be sent. If the Author does not send such notice, the Publisher shall not be liable if royalty statements and payments or notices are delayed or do not reach the Author.

§14 Data protection

The Author shall inform all relevant Contributors about the transfer of personal data to the Publisher as well as about the appendix "Information for Authors, Contributors and Editors in Accordance with GDPR Art. 13" and hand them over a copy of the appendix immediately.

§15 General Provisions

- 15.1 Termination of this Agreement, howsoever caused, shall not affect: (a) any rights granted by the volume editors/authors to the Publisher; (b) any subsisting rights of any third party under any license or sub-license validly granted by the Publisher prior to termination and the Publisher shall be entitled to retain its share of any sum payable by any third party under any such license or sub-license; (c) any claim which either party may have against the other for damages or otherwise in respect of any rights or liabilities arising prior to the date of termination; or (d) any option granted by the Author to the Publisher in respect of future works.
- 15.2 On termination of this Agreement in accordance with its terms, all rights and obligations of the Publisher and the Author under this Agreement will cease immediately, except that any terms of this Agreement that expressly or by implication survive termination of this Agreement shall remain in full force and effect. On termination of this Agreement by the Publisher for any reason, the Publisher shall not be liable for any payment in respect to the Work not delivered at the date of termination.
- 15.3 The Author will not, without the prior written consent of the Publisher, disclose the terms of this Agreement to any third party, except to the Author's respective professional/ legal advisors or as required by a court, regulatory body or other authority of competent jurisdiction.
- 15.4 Nothing contained in this Agreement shall constitute or shall be construed as constituting a partnership, joint venture or contract of employment between the Publisher and the Author. Each individual who is party to this Agreement is jointly and severally liable for the Author's obligations.

§16 Complete Agreement

This Agreement represents the entire understanding between the parties and may not be modified, altered, waived, amended or changed except by a written Agreement signed by the parties.

§17 Arbitration

Any claim, controversy or dispute arising directly or indirectly out of or relating to this Agreement, or the breach or termination thereof, whether or not sounding in contract, shall be settled by one (1) independent impartial arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The decision of the arbitrator shall be final and binding on the parties and judgment upon the award rendered may be entered in any court having jurisdiction thereof. Arbitration shall be held in the principal offices of the AAA in New York City. Each party hereto acknowledges the validity of this Agreement to arbitrate and shall not challenge its validity before any court or before the arbitrator.

§18 Applicable Law

This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York regardless of the place of its execution.

§19 Parties Bound

This Agreement shall be binding upon the heirs, executors, administrators and assigns of the Author and upon the successors and assigns of the Publisher.

§20 Assignment

The Publisher shall have the right to assign this Agreement to its affiliated companies or to another publisher without the consent of the Author. The Author may not assign this Agreement without the prior written consent of the Publisher, with the exception, however, that the Author may assign or transfer any monies payable to him.

§21 Notices

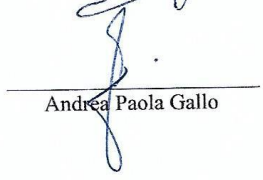
All notices sent by the Author and the Publisher shall be in writing and shall be sent either by email, facsimile transmission with copy, or regular, registered, certified mail (return receipt requested). All email and facsimile notices shall be deemed served upon confirmed transmission and all mailed notices three (3) days after mailing.

§22 Ethics Disclosure

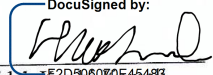
By accepting payments agreed to in the Agreement, Publisher certifies that, to its actual knowledge, no Publisher employee or official, and no family members of a Publisher employee or official, will receive a benefit from these payments, except as has been previously disclosed, in writing, to the Publisher on the (if needed) attached Disclosure Statement of Relationship Between Contractors/Publisher and Employees/Officials of Peter Lang Publishing, INC.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day, month and year first above written.


Daniel Pedro Miguez


Andrea Paola Gallo

PETER LANG PUBLISHING, INC.

DocuSigned by:

by Fariden Kooni-Rafiani

Appendix

Information for Authors, Contributors and Editors in Accordance with GDPR Art. 13