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PUBLISHING AGREEMENT

Publisher:	Academy of Science of South Africa
Title of Manuscript:	
Contract Date:	
Publication:	South African Journal of Science
Name(s) & contact details [address, telephone number, email address] of all Author(s):	

THIS PUBLISHING AGREEMENT ("Agreement") is entered into by and between the Academy of Science of South Africa ("ASSAf") and the Author(s) specified above ("Author(s)") as of the Contract Date specified above.

WHEREAS, ASSAf is in the business of publishing journals and wishes to procure a licence to publish the Author's Manuscript,

WHEREAS, the Author(s) wish(es) to publish the Author(s) original work ("Manuscript") in the South African Journal of Science,

NOW, THEREFORE, in light of the premises and the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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 - 3.1.8 All Author(s) have received a final version of the Manuscript, have reviewed its content and agree(s) to its publication and the order of the Authors as listed;
 - 3.1.9 Any person that has made a significant contribution to the research and the paper has been listed as an author and that minor contributors and works of others mentioned in the Manuscript have been appropriately attributed in the Manuscript;
 - 3.1.10 The Author(s) has/have disclosed any potential conflict of interest in the research and that any support from a third party has been noted in the Acknowledgements;
 - 3.1.11 The Author(s) will not deposit the final version of the Manuscript into a subject or institutional repository until the Manuscript has been published by ASSAf;
- 3.2 The Author(s) shall hold harmless and indemnify ASSAf from any third party claims resulting from the publication of the Manuscript should there be a breach of the above warranty.
- 3.3 The Author(s) authorise(s) ASSAf to institute, in co-operation with the Author(s), the necessary steps to prevent third party infringement of the copyright in the Manuscript.

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- 4.1 The publication of the Manuscript by ASSAf is subject to the Final Acceptance of the Manuscript by ASSAf.
- 4.2 Subject to Final Acceptance, ASSAf undertakes to publish the Manuscript to ASSAf’s customary standard at the cost and expense of ASSAf within a reasonable period after Acceptance.
- 4.3 Notwithstanding Clause 4.2 above, ASSAf may charge the Author(s) for colour printing, redrawing of figures resulting from substandard qualities of submitted figures and for substantial changes at the proof stage.
- 4.4 If the Manuscript is not accepted for publication by ASSAf the portions of the Agreement pertaining to publication of the Manuscript by ASSAf shall be null and void and the authors shall be free to submit and publish the Manuscript elsewhere.

5. GOVERNING LAW

- 5.1 This Agreement shall be interpreted and construed according to, and governed by the laws of the Republic of South Africa, as applicable, excluding any such laws that might direct the application of the laws of another jurisdiction.
- 5.2 Any controversy or claim arising out of or relating to this Agreement or the breach thereof, shall be settled by arbitration in accordance with the arbitration laws then in force in the Republic of South Africa read with the rules of the Arbitration Foundation of Southern Africa.

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- 6.1 This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written. No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorised representatives of ASSAf and the Author(s).
- 6.2 This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one agreement.
- 6.3 Nothing contained herein shall be deemed to create an agency, joint venture, or partnership relationship between the parties.
- 6.4 ASSAf and the editors of the South African Journal of Science accept no responsibility for statements made or opinions expressed in the Journal by authors.
- 6.5 Neither party shall be liable in damages or have the right to cancel this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, strikes, fires, floods, work stoppages, unavailability of materials, carriers or communications facilities, and/or any other cause beyond the reasonable control of the party whose performance is affected.
- 6.6 Waiver of any provision herein shall not be deemed to be a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.
- 6.7 If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 6.8 The parties hereto agree to execute, acknowledge, and deliver all such further instruments, and to do all such other acts, as may be necessary or appropriate in order to carry out the intent and purposes of this Agreement.
- 6.9 Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.
- 6.10 The section and paragraph headings in this Agreement are inserted only as a matter of convenience and in no way define, govern, limit, modify or construe the scope or extent of the provisions of this Agreement to which they relate. Such headings are not part of this Agreement and shall not be given any legal effect.

AUTHOR(S) *[Add additional page if more than three]*

Author 1:

Signed at _____ on this the ____ day of _____ 20__

Name: _____ Signature: _____

Author 2:

Signed at _____ on this the ____ day of _____ 20__

Name: _____ Signature: _____

Author 3:

Signed at _____ on this the ____ day of _____ 20__

Name: _____ Signature: _____