

**PUBLISHING AGREEMENT
APPOINTMENT OF JOURNAL EDITOR(S)**

Investment Analysts Journal

THIS AGREEMENT is made on this 9th day of June 2015 between the **INVESTMENT ANALYSTS SOCIETY OF SOUTH AFRICA NPC**, registered company number NPC 2014/014810/08, (hereinafter called “the Society”, which expression shall, where the context admits, include the Society's assigns or successors in business as the case may be),

and

CHRISTO AURET

and

ROBERT VIVIAN

(hereinafter called the “Editor(s)”).

INTRODUCTION

The Investment Analysts Society of South Africa NPC is the proprietor of a journal entitled *Investment Analysts Journal* (hereinafter the “Journal”), print ISSN 1029-3523 and online ISSN 2077-0227, and wishes to appoint a duly qualified and experienced editor(s) of the same.

The Editor(s) has considerable professional and academic expertise and is actively involved in the discipline covered by the Journal, and is able and willing to undertake the duties of a journal editor.

Both the Society and the Editor(s) share a commitment to excellence and integrity in the assessment, validation, publication, and dissemination of peer-reviewed scholarly and professional knowledge.

The Journal is published by **INFORMA UK LIMITED**, trading as **TAYLOR & FRANCIS GROUP** (company number 01072954) whose registered office is Mortimer House, 37-41 Mortimer Street, London W1T 3JH, in the United Kingdom (hereinafter called ‘The Publisher’, which expression shall, where the context admits, include the Publisher's assigns or successors in business as the case may be).

This Agreement constitutes the entire Agreement and the sole understanding between the Society and the Editor(s). No amendments, addenda, or other communications will be taken into account when interpreting the rights and obligations of the Society and the Editor(s) under



C O N F I D E N T I A L

this Agreement, unless contained in a written instrument dated subsequent to the date hereof and signed by the Society and the Editor(s).

The Society therefore appoints the Editor(s) as Editor of the Journal upon the terms and conditions set out in this Agreement, with full authority and responsibility to collect or receive, submit to peer review or reject without peer review as inappropriate for the journal's scope, make decisions on acceptability following peer review, and edit manuscripts and undertake general editorial duties for the Journal.

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1. The Editor(s) agrees to act with good faith as Editor of the Journal and to work in partnership with the Society to achieve success for the Journal during the period of editorship. The Editor(s) shall not, during the lifetime of the Agreement, nor for two years after its termination, act as editor for an existing journal nor prepare for publication a new journal which would be likely to affect prejudicially, in the sole opinion of the Society, the prosperity of the Journal, without the written consent of the Society, neither shall the Editor(s) send manuscripts submitted to the Journal to any other journal or any other Society, without the written consent of the Society. Subject to the foregoing in the event of this Agreement expiring or being terminated, nothing in this Agreement shall prevent the Editor(s) from carrying on as an editor of any other journal, whether published by the Society or by a third party.

2. The Editor(s) undertakes:
 - 2.1. to maintain as secret and confidential all information obtained directly or indirectly from the Society in the course of or in anticipation of this Agreement and to respect the Society's rights therein; and
 - 2.2. to use the same exclusively for the purposes of this Agreement; and
 - 2.3. to disclose the same only to those of her or his Affiliates, fellow Editors and Editorial Board members pursuant to this Agreement (if any) to whom and to the extent that such disclosure is reasonably necessary for the purposes of this Agreement.

3. The provisions of clause 2 shall not apply to any information which the Editor(s) can demonstrate by reasonable, written evidence:
 - 3.1. was, prior to its receipt by the Editor(s) from the Society, in the possession of the Editor and at his or her free disposal; or
 - 3.2. is subsequently disclosed to the Editor(s) without any obligations of confidence by a third party who has not derived it directly or indirectly from the Society; or
 - 3.3. is or becomes generally available to the public through no act or default of the Editor(s) or his or her Affiliates; or
 - 3.4. the Editor(s) is required to disclose to the courts of any competent jurisdiction, or to any government regulatory agency or financial authority, provided that the Editor(s) shall:
 - (i) inform the Society as soon as is reasonably practicable; and
 - (ii) at the Society's request seek to persuade the court, agency or authority to have the information treated in a confidential manner, where this is possible under the court, agency or authority's procedures.

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4. The Editor(s) and the Society jointly agree that the editorial policy of the Journal will enshrine the highest standards of academic and scientific rigour and excellence. Within this framework the appointment of the Editorial Team or Editorial Board, and the editing and editorial policy of the Journal, shall be the responsibility of the Editor(s) in consultation with and approved by the Society, additionally the Society may appoint one or more co-editors.

5. The Editor(s) agrees to use his or her best endeavours:
 - 5.1. to ensure peer review of submitted manuscripts is conducted according to agreed peer review standards for the publication of articles. These standards will be agreed between the Editor(s) and the Publisher in the form of Peer Review Guidelines, so as to ensure the integrity of peer review and assure the quality of published articles;
 - 5.2. to ensure peer review is mediated entirely via an online submission and peer review management system to a timescale agreed between Editor(s) and Publisher; and to procure, receive, subject to editorial review and then, at their discretion, process through independent and anonymous peer review, articles submitted to the Journal for consideration;
 - 5.3. to exercise oversight over and monitor the quality and quantity of manuscripts submitted, and the time taken to complete peer review, being at all times cognisant of the requirements of the journal's page budget as detailed in [Clause 5.7] below.
 - 5.4. to ensure that all Associate Editor(s), members of the Editorial Board, Authors, and Referees comply with the Publisher's Guidelines on the Ethics of Journal Publishing and respect the confidentiality of the review process, and that material under review shall be held to be the contributing author's intellectual property unless and until otherwise assigned.
 - 5.5. to edit material for the Journal and to deliver manuscripts and illustrations as digital files (where relevant) in accordance with any timetables and guidelines agreed between the Editor(s) and the Publisher and in any event in a timely manner, to return corrected proofs as promptly as possible and in any event in accordance with such timetables, and to ensure that all material published is of a suitable professional and academic standard;
 - 5.6. to alert the Society and the Publisher in writing, should they find themselves unable to deliver contributions to a deadline, at least one month before such a deadline falls due. The Editor(s) shall thereafter and in such cases make best endeavours to procure, process, and deliver contributions in a complete and final form, and in good order, within one month after such a deadline falls due. The form content and extent of each issue (including any illustrative material) shall in all respects be as agreed between the Publisher and the Editor(s) prior to the delivery of the Journal issue or in accordance with the details set out in the Publisher's standard specification and style of the Journal from time to time.

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5.7. the Publisher requires, subject to the articles submitted to the Editor(s) that are of sufficient quality to meet the requirements of the Journal with sufficient material to produce not less than 48 printed pages and not more than 64 pages in each of the three online issues, of B5 format, printed as one issue, which shall comprise each annual volume. For the avoidance of doubt, it is mutually understood that each complete annual volume will consists of not less than 144 pages and not more than 192 pages. The Journal will be published in a print and an online edition in a style and format set by the Society and Publisher after consultation with the Editor(s), with the Society's decision held to be final.

6. The Editor(s) will use his or her best endeavours:

6.1. to assist the Society to obtain from the authors of all the contributions either

- (i) an assignment to the Society of the entire copyright and all other rights in all languages for the full period of copyright throughout the world; or
- (ii) an exclusive licence to publish in cases where the author insists on retaining copyright in his or her own name; or is required to retain copyright ownership in respect of each such contribution where the author is an employee of a national or international governmental agency or a commercial organization, where in the former case public domain status applies, and in the latter case the commercial organization will be required to issue the Society with a non-exclusive licence to publish, which recognises the Society's sole right to publish the Version of Record of a Journal article;

6.2. to ensure that submitting authors acknowledge that, in submitting their work for consideration, they are doing so solely and exclusively to the Journal, and to confirm that their work is not under consideration elsewhere, nor has been published previously;

6.3. subject to the extent that works within the Journal are reproduced under license or other consent, copyright in the title and content of the Journal is vested in the Society. The Society and its Editor(s) shall use their best endeavours to assist the Publisher to obtain from the authors of all the contributions, a written assignment (which is shall supply to the Publisher together with the relevant typescript or illustration) of the entire copyright and all other rights in all languages for the full period of copyright throughout the world in respect of each such contribution or an exclusive license in the form approved by the Publisher in the work to the society, in all forms, for the full term of copyright, including any extensions. The copyright notice to be displayed on the website for the Journal and to be printed in each issue of the Journal shall read © **Investment Analysts Society of South Africa** (year of publication). Copyright in the typographical arrangement of the Journal and each issue and volume thereof shall vest in the Publisher.



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7. The Editor(s) shall provide such additional text as may be agreed to be necessary to complete the relevant volume of the Journal. In respect of works written for the Journal such as an Editorial, of which the Editor(s) is the author or owns the copyright, and any other material provided by the Editor(s) for the Journal, she or he hereby assigns to the Society all such copyright and all other rights as set out in clause 6 above and warrants and indemnifies the Society that such works do not violate any existing copyright, or contain anything of a libellous or defamatory nature or which is otherwise unlawful.

8. In consideration of the services provided by the Editor(s) hereunder, the Society shall make a contribution annually towards the Editor's expenses involved in the collection and editing of manuscripts, and in the general editorial procedure and business of the Journal. The Society shall review and set their contribution at their own discretion, in the context of the revenues generated by and costs incurred by the Journal.
 - 8.1. the Society shall pay to the Editor(s) the sum of £2000 per annum.
 - 8.2. this sum will be paid to the Editor during the term of this Agreement within a reasonable time from the date of commencement this Agreement.
 - 8.3. the Society will reimburse the Editor(s) for any reasonable expenses occurred in the direct fulfilment of their obligations to the Society in terms of this Agreement. Such expenses subject to the approval (preferably in advance) by the Society.

9. The Editor(s) is not and shall not be deemed to be an Employee of the Society. The Editor(s) undertakes to indemnify the Society against any assessment or claim for taxation whatsoever and any other tax relating to employment of the Editor and any associated costs, penalties, fines and interest payable in connection with any such assessment or claim.

10. It is understood and agreed that the factors most likely to ensure the success of the Journal are:
 - 12.1. the quality and rigour of peer review;
 - 12.2. the speed of publication;
 - 12.3. adherence to agreed publication dates; and
 - 12.4. the quality, quantity and accuracy of the material published in the Journal.

- The Editor(s) shall apply the highest professional and ethical standards in collecting or receiving, submitting to peer review, making decisions on acceptability following peer review, and editing manuscripts and undertaking general editorial duties for the Journal.

11. This Agreement shall take effect on the date shown at the head of this Agreement and shall continue for a period of 3 years from the first day of January of the year in which publication



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begins, and shall automatically renew thereafter for successive additional one year terms unless either party gives the other written notice of its intention not to renew this Agreement at least six months prior to the expiration of the then current term. In the event of such notice being served, the Editor and the Society shall make their best efforts to collaborate to facilitate the transfer of work-in-progress and all documentation and correspondence related to the editorial office to a new Editor, within a three-month period.

12. Notwithstanding clause 11 above, this Agreement shall terminate automatically without liability on either party if the Journal is sold by the Society or if the Society ceases to publish the Journal for any good commercial or other reason.
13. The Society shall have the right (in addition to any other rights which it has at law) to terminate this agreement immediately and without liability for compensation or damages on the happening of any of the following events:
 - 13.1. the Editors fail to comply with any of their obligations under this Agreement or any Agreement supplemental to it;
 - 13.2. the Editors are unable or prevented from carrying out their duties under this agreement because of illness or injury or any other cause for any period or periods exceeding a total of 60 days in any 12-month period;
 - 13.3. the Editors are convicted of any criminal offence;
 - 13.4. the Editors commit any act which brings or is likely to bring the Journal or the Society into disrepute or which in the Society's reasonable opinion is prejudicial to its interests;
 - 13.5. the Editors have in the reasonable opinion of the Society taken ideas from contributors to the Journal and used them in other publications.
14. This Agreement shall be subject to and construed in accordance with the laws of South Africa and the parties agree to submit to the exclusive jurisdiction of the South African Courts, provided that nothing in this clause shall limit the Society's right to take proceedings in any other court of competent jurisdiction.
15. *Force Majeure*: the performance of any responsibility detailed in the Editor Agreement by either party is subject to governmental restrictions and controls on prices and materials, acts of war, strikes, or any and all other conditions beyond the control of the Editor or the Society.


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IN WITNESS WHEREOF the parties have set their hands as of the date first written

The Editor(s)

[CHRISTO J AURET]

Signature  11/6/2015

The Editor(s)

[Robert W. Ntshani]

Signature  11/6/2015

Authorised Signatory, for and on behalf of **the Investment Analysts Society of South Africa NPC**

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Signature.....

Chairman