

MEMORANDUM OF AGREEMENT
EDITORIAL ASSISTANT
INVESTMENT ANALYSTS SOCIETY OF SOUTH AFRICA

THIS AGREEMENT is made on this 1st day of July 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

LIEZEL du PLOOY: ID No: 8410250079087

Address: 12 Weitz Street, Malanshof Ext 5, Randburg, 2194

(hereinafter called the “Assistant”).

Bank detail Account Holder: L du Plooy
Bank: FNB
Branch code: 254905
Account no: 62558440568
Account type: current

PREAMBLE

- 1.1. 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 Assistant of the same.
- 1.2. The Assistance has expertise and is able and willing to undertake the duties of the Assistant.
- 1.3. 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).
- 1.4. This Agreement constitutes the entire Agreement and the sole understanding between the Society and the Assistant. No amendments, addenda, or other communications will be taken into account when interpreting the rights and obligations of the Society and the

Mu

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

Assistant under this Agreement, unless contained in a written instrument dated subsequent to the date hereof and signed by the Society and the Assistant.

The Society therefore appoints the Assistant of the Journal upon the terms and conditions set out in this Agreement to process submissions to the journal. This includes entering and managing the submission through the Taylor & Francis Online system and any secondary system as may be decided,

1. The Assistant agrees to act with good faith and to work in partnership with the Editors and the Society to achieve success for the Journal.
2. The Assistant 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 Assistant can demonstrate by reasonable, written evidence:
 - 3.1. was, prior to its receipt by the Assistant from the Society, in the possession of the Assistant and at his or her free disposal; or
 - 3.2. is subsequently disclosed to the Assistant 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 Assistant or his or her Affiliates; or
 - 3.4. the Assistant is required to disclose to the courts of any competent jurisdiction, or to any government regulatory agency or financial authority, provided that the Assistant 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.
4. The Assistant will use his or her best endeavours:



CONFIDENTIAL

- 4.1. 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;
 - 4.2. 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;
 - 4.3. 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 Assistant shall use their best endeavours to assist the Publisher to obtain from the authors of all the contributions, a written assignment (which 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.
5. Payment
- 5.1. the Society shall pay to the Assistant the sum of R10 000 per month in arrears from date of appointment until the end of December 2015. This period will be regarded as a probationary period.
 - 5.2. This amount will be increased to R12 500 per month from the beginning of January 2016.
 - 5.3. The payment will be reviewed annually
6. The Assistant is not and shall not be deemed to be an Employee of the Society. The Assistant undertakes to indemnify the Society against any assessment or claim for taxation whatsoever



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

and any other tax relating to employment of the Assistant and any associated costs, penalties, fines and interest payable in connection with any such assessment or claim.

7. It is understood and agreed that the factors most likely to ensure the success of the Journal which are under the control of the Assistant to some measure are:
- 12.1. the timely processing of submissions;
 - 12.2. the timely obtaining the decision to bench reject or send the submission to reviewers;
 - 12.3. timely communication of the decisions made during the submission process;
 - 12.4 The diligent following up of progress of the reviewers
 - 12.5. the quality, quantity and accuracy of the material published in the Journal.

The Assistant shall apply the highest professional and ethical standards in managing the submission process

8. This Agreement shall take effect on the date shown at the head of this Agreement and shall continue until terminated.
9. Notwithstanding clause 8 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.
10. 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:
- 10.1. the Assistant fails to comply with any of their obligations under this Agreement or any Agreement supplemental to it;
 - 10.2. the Assistant is unable or prevented from carrying out the 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;
 - 10.3. the Assistant is convicted of any serious criminal offence;
 - 10.4. the Assistant 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;
11. 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.



CONFIDENTIAL

12. *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.

IN WITNESS WHEREOF the parties have set their hands:

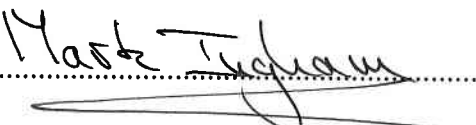
Liesel du Plooy

[]

Signature

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

[Mark Nathan TIGHAM]

Signature.....


Chairman