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# PUBLISHING AGREEMENT

## AUSTRALASIAN JOURNAL OF PHILOSOPHY

**THIS AGREEMENT** is made on 12 October 2012 between 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), and **AUSTRALASIAN ASSOCIATION OF PHILOSOPHY**, c/o Professor Graham Oppy, School of Philosophical, Historical and International Studies, Faculty of Arts, Monash University, PO Box 197, Caulfield East, Victoria 3145, Australia (hereinafter called 'the Association').

**INTRODUCTION:** Taylor & Francis Group Academic & Scientific Division of Informa UK Ltd is a publisher of learned, scholarly and professional journals in printed form and in other media under the imprint of Routledge. The Association is the proprietor of a journal entitled *Australasian Journal of Philosophy* (hereinafter called 'the Journal' ISSN online 1471-6828; ISSN print 0004-8402), and wishes to contract the publishing and distribution of the same to a specialist publishing house.

**THE ASSOCIATION HEREBY GRANTS** the right and responsibility to the Publisher to publish the Journal and its contents during the Term of this Agreement and to sublicense others to use such rights, subject to the terms and conditions set out herein. The Association is the sole owner of the rights herein granted to the Publisher, and has full power and authority to enter into this Agreement; the execution and performance of this Agreement has been authorised by all necessary action.

**NOW IT IS AGREED as follows:**

**DEFINITIONS**

In this Agreement, unless expressed or implied to the contrary:

**"Agreement"** means this Agreement as amended and replaced at any time by mutual written agreement between the Association and the Publisher;

**"Article"** means an original piece of work accepted for publication in the Journal following peer review. The Article comprises the final, definitive and citable Version of Scholarly Record, and includes: (*a*) the accepted manuscript in its final form, including the abstract, text, bibliography, and all accompanying tables, illustrations and data; and (*b*) any supplemental material;

"**Associate Editor**" means an expert in Philosophy appointed by the Editor to that position;

**"Author"** means an author of or contributor to an Article that is published in the Journal;

**"Backstock Collection"** means the collection of back issues of the Journal as defined in Clause 18;

**"Corresponding Author"** means the individual authorised by all co-Authors to manage correspondence on all matters relating to the Article that has been accepted for publication in the Journal. S/he has the authority to act as the agent of all Authors in relation to the publication of the Article, and with respect to all matters, including the assertion of copyright and the order of names in the publication of the Article;

**"CPI"** means the percentage increase in the Australian Consumer Price Index, as published by the Australian Bureau of Statistics;

**"Documentation"** refers to any record that the auditor considers is, or may be, relevant to establishing or calculating the amount to which the Association is entitled under the Agreement;

**"Editor"** means the person or persons for the time being appointed by the Association to perform the functions of editor of the Journal;

**"Editorial Board"** means the board of experts in the field, appointed by the Editor with the approval of the Association;

**"Force Majeure"** refers to any circumstance that is reasonably considered to be beyond the control of the Association or the Publisher, and includes governmental restrictions and controls on prices and materials, Acts of God, acts of war and strikes;

**"Historic Archive"** means the back issues of the Journal as defined in Clause 18;

**"Intellectual Property"** means any and all technology and information which relates to the Journal, including but not limited to:

(a) any confidential information, copyright, patent and trademarks, and includes any right to apply for registration of those intellectual property rights; and

(b) any processes, formulae, designs, reports, drawings, specifications, software, databases, circuit layouts, integrated circuits, blue-prints, ideas, concepts, techniques, patent applications, know-how and research data;

**"Journal"** means the journal entitled *Australasian Journal of Philosophy* ISSN online 1471-6828; ISSN print 0004-8402;

**"Member"** means a current member of the Association who is a natural person and not an institution or organisation;

**"Party"** means the Publisher or the Association;

**"Publisher"** means TAYLOR & FRANCIS GROUP, a division of INFORMA UK LTD of Mortimer House, 37-41 Mortimer Street, London W1T 3JH, UK;

**"Royalty"** means the payment to the Association by the Publisher in relation to the Journal and in accordance with the terms set out in Clause 21 here below;

**"Sales Receipts"** means all sales receipts relating to the Journal as set out in Clause 21, which are generated by subscription sources (both hard copy and online, including but not limited to sales of the Journal's Historic Archive), non-subscription sources (including but not limited to single copies, back issues, off-prints, reprints, sponsorship, permissions, advertising, and copyright fees, including but not limited to document delivery and photocopying income) and any other unspecified income related to the Journal, that is received by Taylor & Francis in any year;

**"Subscriber"** means a non-Member subscriber who receives an annual subscription to the Journal as advised in writing to the Publisher either by a Subscription Agent or direct from an organisation or individual;

**"Term"** means six years from 1 January 2013 to 31 December 2018;

1. The Association grants to the Publisher exclusive publishing rights in the Journal and its contents by way of licence for the duration of this Agreement as provided in Clause 11 in all forms whether now known or hereafter devised, including but not limited to online digital volume form, printed volume form, microfiche, CD-ROM, electronic or paper-based document delivery services and other suitable media for publication of information contained in the Journal, and including the exclusive right to license third party publishers and other organisations to exercise all or any of such rights.

2. Subject to the extent that works within the Journal are reproduced under licence or other consent, copyright in the title and content of the Journal is vested in the Association. On behalf of the Association, the Publisher shall collect from all Authors of all contributions a written assignment 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 licence in the form approved by the Publisher in the work to the Association, 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 © Australasian Association of Philosophy (year of publication). Copyright in the typographical arrangement of the Journal and each issue and volume thereof shall vest in the Publisher.

3. With regard to Clause 2 above, the Publisher shall provide suitable assignment forms for Articles to be published in the Journal and the wording of such forms shall be agreed between the Association and the Publisher. For the avoidance of doubt, the purpose of such forms will be to serve the best interests of the Journal, and taking into consideration the mutual interests of the Association, the Publisher, the Journal and its Authors.

4. The Publisher undertakes to allow Authors to retain the following rights to re-use their Article, free of charge, provided that the Article is neither sold nor given away in any manner that would conflict directly with the interests of the Association nor the Publisher:

    a. Pre-publication: prior to submission of their manuscript to the Journal, Authors may freely post e-preprints of their own manuscript on their own website. Following acceptance of the manuscript as an Article for publication in the Journal, Authors are entitled to mount the title and abstract of the Article on their personal website, and may describe the Article as "in press" or "to be published in the Australasian Journal of Philosophy".

    b. After publication of the online version of the Article: in the interests of the Association, the Journal and the research community at large through the establishment of one definitive and archived version of the Article, Authors must refrain from mounting any other version of their Article on their own website; but may post the title, abstract and a hyperlink to the Publisher's

website. Provided that the Author acknowledges the Journal and the Publisher, the Author is entitled to use parts or all of the Article in other publications, such as books or chapters within books, and other journal articles written or edited by the Author; and may use the Article within the Author's employer's institution or company for educational or research purposes only, including use in course packs, provided that the Article is not used for commercial purposes or re-distribution outside of the institution/company.

5. The Publisher undertakes to allow institutions to make up to ten copies of an Article for teaching purposes provided that the ownership in the copies is retained by the institution(s) concerned.

6. The Journal shall be entitled *Australasian Journal of Philosophy* as long as it shall be produced under the auspices of the Association and published by the Publisher. It is agreed that in the event of this Agreement expiring or being terminated for any reason whatsoever the Association shall be entitled to continue to publish the Journal under the same title in which it shall retain copyright; if it so continues, the Publisher shall not thereafter publish any other journal under the same or similar title.

7. The appointment of the Editor, Associate, Assistant, Book Review and/or Deputy Editors or Editorial Board, and the editing and editorial policy of the Journal, shall be the responsibility solely of the Association. The Association shall ensure that the Editor shall act as the Association's agent for all editorial matters, and shall therefore be held responsible to the Association and the Publisher in all such respects. The Publisher is entitled to assume that the Editor is the representative of the Association for all editorial matters. The Publisher shall advise the Association on best practice for relations with Editors, but it shall be the Association's obligation to notify the Publisher of any disputes between the Association and the Editor(s) and to resolve them.

8. The Association agrees to use all reasonable endeavours to collect and edit material for the Journal and to deliver manuscripts and illustrations in accordance with any format

requirements, including digital media; and with any timetables agreed between the Association 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. The Association is responsible for its own expenses involved in the collection and editing of manuscripts, and in the general editorial procedure and business of the Journal. Subject to the foregoing, the Publisher undertakes to contribute to the Association's expenses the sum of **AUD $27,000 (twenty-seven thousand Australian Dollars)** on an annual basis such sum to be paid to the Association by 31 January of each year during the Term of this Agreement. The said sum will be increased by CPI each year, with any additional increases made by mutual agreement subject to any increases in the published page extent or frequency of the Journal. The Publisher additionally agrees to continue to maintain and support the Journal's online submissions system at no cost to the Association; and shall also provide first-line administrative support on the system (for general correspondence with authors and reviewers) for up to two days per week through the Publisher's external supplier, should this be deemed by the Editor.

8. The Association will provide the Publisher with sufficient material to produce not less than 192 printed pages and not more than 208 pages in each of the four issues which shall comprise each annual volume. For the avoidance of doubt, it is mutually understood that in respect of each complete annual volume the Association will provide not less than 768 pages and not more than 832 pages. For the avoidance of doubt, all aforementioned page extents exclude reasonable allowance for preliminary pages such as Table of Contents. The Journal will be published in the format and to the standard normally used by the Publisher, with due regard to the style already established and after consultation in all such matters with the Association. Any change in the frequency of publication or the number of pages to be published in each volume shall be made by mutual agreement. It is understood and agreed that the Publisher may require the Association to procure the amendment of an issue of the Journal in such a way as to conform to a reasonable extent the form, content and extent of the Journal as agreed between the Publisher and the Association. The

Publisher agrees to include in back matter an annual consolidated index for each volume.

10. The Association shall use all reasonable endeavours to ensure that material provided to the Publisher under this Agreement shall not be in violation of existing copyright or any other Intellectual Property right, or contain anything of a libellous, obscene, indecent, objectionable or defamatory nature or which is otherwise unlawful; and that the contributing Authors have full power to make the copyright transfers required; that all contributing Authors acknowledge that, in submitting their work for consideration they are doing so solely and exclusively to the Journal and confirm that their work is not under consideration elsewhere, nor has been published previously, and that contributing Authors shall transfer copyright or grant an exclusive licence in the form approved by the Publisher in the work to the Association, in all forms, for the full term of copyright, including any extensions. If the Journal contains relevant material, the Association shall take reasonable steps to ensure that Articles shall include in the text appropriate warnings concerning any particular hazards that may be involved in carrying out experiments or procedures described, or involved in instructions, materials or formulae, and that they shall mention explicitly relevant safety standards, and that formulae and dosages and other factual information shall be accurate.

11. The Association and the Publisher agree to publish the Journal for a minimum period of six years from the first day of January 2013 (Volume 91), and this Agreement shall take effect on the date shown at the head of this Agreement and shall continue until 31 December 2018, and shall automatically renew thereafter annually unless either Party gives the other written notice of its intention not to renew this Agreement at least twelve months prior to the expiration of the current Term. For the purposes of this Agreement, the Publisher shall additionally make retrospective adjustment for 2012 to the terms of the prior agreement (signed on 31 December 2007), with regard to the Editorial Expenses payment and the Royalty. For the avoidance of doubt, this means that the Editorial Expenses payment for 2012 will be increased to AUD$27,000 in accordance with Clause 8 above; and the Royalty payable to the Association against

2012 Sales Receipts shall be increased to a total of 42.5% for 2012, in accordance with Clause 21 of this Agreement.

12. Except in the event of a breach of contract on the part of the Publisher, unless and until the Publisher has entered into an agreement under Clause 18 (a) hereunder with another publisher ("the New Publisher") for management of and access to the Historic Archive, the Publisher may, on a non-exclusive basis, sell any copies of the Journal that are in stock as at the date of expiry or termination hereof, subject to the payment of royalties in respect of such sales. Where electronic copies of the Journal have been sold or sub-licensed, the purchasers and/or licensees and their authorised end-users shall be entitled to retain the electronic use of such issues until such time as their current subscription expires, and to maintain an archive of them, unless other arrangements for access are made between the Publisher and the Association. The Publisher shall also be entitled to retain an archive of electronic issues of the Journal unless such archive is transferred to any New Publisher in accordance with the provisions of Clause 18.

13. It is understood and agreed that the factors most likely to ensure the success of the Journal are speed of publication, adherence to agreed publication dates, and the quality, quantity and accuracy of the material published therein. The Publisher shall apply the highest professional and ethical standards in its production and sale of the Journal, and shall use all reasonable endeavours to publish issues of the Journal within 16 (sixteen) weeks from receipt of the last material for an issue to the despatch of finished copies unless otherwise mutually agreed or unless prevented from doing so by Force Majeure. The Publisher shall, for the avoidance of doubt, have within its sole discretion the entire control of the publication, distribution and sale of the Journal. The Association shall use all reasonable endeavours to promote the Journal to its Members and at conferences and other events it organises or participates in. The Publisher shall use all reasonable endeavours to promote the Journal to relevant libraries and individuals.

14. All the costs incurred by the Publisher in the printing, publication, promotion, distribution, storage and sale of the Journal shall be borne solely by the Publisher, and all income derived from the sale of the Journal or from licences granted by the

Publisher shall be retained by and belong to the Publisher. Any financial losses incurred by the Publisher in the printing, promotion, distribution, storage and sale of the Journal shall be borne solely by the Publisher, and the Association shall not be liable in part or whole for any such losses. The physical Journal issues produced by the Publisher shall be the property and financial responsibility of the Publisher.

15. In the event of the termination of this Agreement under Clause 11 hereof or otherwise the Association shall be entitled, if it so wishes, to purchase the Publisher's inventory of Journal issues published by the Publisher at an agreed price, or in the absence of agreement at a valuation determined by an independent chartered accountant appointed by the Association and acceptable to the Publisher. Until such times as the Association does so purchase the inventory, the Publisher shall have the right to continue to sell back issues.

16. On request from the Publisher, the Association shall provide the Publisher with a list of its Members' addresses in suitable electronic format prior to and in time for the publication of each issue. The Publisher undertakes not to use or authorise the use of such list of Members for any other purpose than to send journals to Members, nor shall it pass the addresses so obtained to any third party other than for the purpose of making journals available to Members, without the prior written permission of the Association. The Publisher undertakes to send a copy of each issue to every Member on the list most recently received from the Association, and to set up electronic access to Members where appropriate. The Association undertakes to make all current or future Members obtaining electronic access to the Journal aware of the Publisher's standard terms and conditions of online supply that are available on the Publisher's website; and the Publisher shall assist the Association in this task as required.

17. Unless agreed otherwise in writing by the Parties, print copies and online access to the Journal shall be supplied to each Member of the Association free of charge, subject to the following mutual understanding and agreement:

a. The full costs of publishing and distributing the Journal can only be recovered by the Publisher through making library and institutional sales of the Journal at full commercial rates; and that if there were in excess of 400 Members of the Association taking the Journal in hard copy, the Publisher and Association would need to re-negotiate the terms of supply to Members;

b. Members of the Association will be encouraged to take the Journal online only; and those opting for online access will do so by way of a single user, non-networkable licence, by which the Member warrants that any edition, and the full-text Journal Article within each issue:

   i. is for that Member's private use as an individual Member and will not be made available to any other person, either as a loan or by sale, nor will it be used to substitute for an existing or potential library or other subscription;

   ii. will not be networked to any other site, nor posted to a library or public web site, nor in any way used to substitute for an existing or potential library or other subscription.

Any Member who is discovered to be in breach of these conditions will have their subscription terminated. The Publisher also reserves the right to surcharge the Member for the equivalent cost of a full rate subscription.

18. The Publisher shall, at its own expense, store and maintain a backstock collection of at least 3 (three) copies of each edition of the Journal published during the Term of this Agreement (the "Backstock Collection"), from which further digital reprints of back issues may be made. In addition, the Publisher shall create (if not already created) and maintain electronic files of the Journal's back issues from Volume 1 Issue 1 inclusive (subject to the availability of original issues) and shall mount them on the Journal's online website. The files thus created and the Backstock Collection shall together be known as the "Historic Archive". The Association acknowledges that the Historic Archive will be the property of the Publisher, although copyright in the content will remain with the Association.

a. In the event of the termination of this Agreement under Clause 11 hereof or otherwise, the Publisher shall meet with the Association or any new publisher of the Journal (the "New Publisher") to agree a price for the Historic Archive. In the absence of such agreement, the price will be determined by an independent chartered accountant appointed by the Association and approved by the Publisher. Practices in respect of any transfer would be aligned with those outlined in the UKSG *Transfer Code of Practice*: http://www.uksg.org/transfer. Should the Publisher sell the Historic Archive directly to any New Publisher then the Publisher shall pay the Association 42.5% of the price agreed between the Publisher and the New Publisher, in recognition of the copyright that the Association owns in the Historic Archive.

b. Should the Association not enter into any agreement with any New Publisher, or should the Association take on the publication of the Journal themselves, the Publisher may retain the Historic Archive on behalf of the Association.

c. For the avoidance of doubt, nothing in this Clause 18 shall affect the provisions of Clause 12.

19. In consideration of the grants made hereunder to the Publisher, the Publisher agrees to pay the Association an advance payment on account and in anticipation of the Royalty provided for in Clause 21 hereof of **AUD $60,000 (sixty thousand Australian dollars)** which shall not be returnable to the Publisher in any circumstances, and shall be paid in the first quarter of each year, in respect of each year in which this Agreement shall be in effect.

20. The Publisher shall be entitled to raise the full-rate subscription price of the Journal annually. Such increase will be determined in consultation with and with the agreement of the Association but, in the absence of specific agreement, the Publisher shall be entitled to increase the price by a maximum of 5% annually, with particular sensitivity to Australasian market requirements.

21. The Publisher shall pay to the Association a Royalty of **42.5% (forty-two and a half per cent)** of the Sales Receipts relating to the Journal for each year and in respect of the full performance by the Association of its obligations under this Agreement. Sales Receipts are defined to be the actual income received by the Publisher in respect of:

    a. the sale of online and print subscriptions and print single issues (excluding those to Members) of the Journal volume published during the year;

    b. all sales of back print issues including all those produced by previous publishers if these can be obtained and sold by the Publisher;

    c. the sale of subscriptions and single issues in electronic form and individual Articles in paper or electronic form by the Publisher, or from third party publishers and other organisations (including reproductive rights organisations) duly licensed by the Publisher in respect of the same;

    d. the sale of the Historic Archive;

    e. the sale of online access to Articles via Pay-Per-View or Document Delivery;

    f. revenue generated by Open Access Publishing Fees;

    g. all other income, including but not limited to offprints, reprints, sponsorship, advertising, copyright fees, rights and permissions.

Royalties shall be accounted for and paid (less the advance already paid to the Association under Clause 19 hereof) and a statement and payment of the same sent to the Association in respect of each year ending 31 December during the Term of this Agreement within 60 (sixty) days of the end of the period to which they shall relate, less any sums to be deducted in accordance with tax law. The Publisher shall provide to the Association copies of any official tax receipts for any amounts deducted or withheld and such certificates as the Association may request to enable the Association to obtain any tax credit or refund that may be available to the Association with respect to such deductions or withholdings. The provisions of this

Clause shall not apply to with-holding tax, which tax shall be covered by the Publisher in good faith that the Association shall complete the required Documentation for the treaty rate of 5% (five per cent) to apply, that would normally be payable on the Association's Royalties received from Taylor & Francis. For the avoidance of doubt, Taylor & Francis shall assist the Association with the completion of such with-holding tax Documentation and shall cover the with-holding tax payable on any Royalty, such that the net amount paid to the Association will represent the full Royalty amount payable under this Clause.

22. The Publisher shall keep full and accurate records containing all particulars that may be necessary for the purpose of calculating all Royalties payable to the Association hereunder. Such records shall be kept at the Publisher's principal place of business and, subject to the Association giving the Publisher 21 (twenty-one) days' notice, shall be open to inspection during normal business hours by the Association or its nominee for the purpose of verifying Royalty statements provided to the Association hereunder.

23. The Publisher undertakes to keep the Association (and the Editor) regularly informed regarding the Journal's circulation, online usage, and citations, subject to its obligations under the UK Data Protection Act 1998 and any other applicable legal obligation, and shall submit an annual business report relating to editorial, production, marketing, and sales issues. The Association agrees to keep all such data confidential in accordance with Clauses 37 to 39 below. If the Association and Publisher have agreed that the Publisher shall provide additional services for Members, the Publisher shall give to the Association such details concerning these Members as the Members consent to or which the Association has the right to receive under its agreement with Members.

24. The Publisher shall provide funding of AUD$5,000 (five thousand Australian dollars) per annum for the Association's prizes/awards for the duration of this Agreement. The said payment may be used by the Association for covering the costs of the awards and/or for costs associated with the presentation of these awards. The payment shall be made in full by the Publisher to the Association by the end of

February each year, upon request from the Association by the end of January in that respective year. For the avoidance of doubt, the first such request for payment shall be presented by the Association to the Publisher in January 2013 for the prize/award money for 2013.

25. The Publisher shall offer Members of the Association additional online access to the following three Routledge journal titles free of charge: *Asian Philosophy, Inquiry* and *Philosophical Explorations.* Online access for these journals shall be provided in accordance with the online usage provisions set out in Clause 17 of this Agreement. Members of the Association shall also be entitled to a 50% discount off the hard copy subscription rate for other journals published by Taylor & Francis.

26. The Publisher shall offer Editors, Associate Editors, Editorial Board Members, active Article Referees and Members a 30% (thirty percent) discount off Routledge e-books, and a 30% (thirty percent) discount off the Australian prices of the hard copy book list.

27. The Publisher agrees to supply free of charge a reasonable quantity of each printed issue of the Journal to the Editor and the Association's offices, and online access on a single user, non-networkable licence, which requires the Editor and Association to warrant that the online edition, and any component part of that edition, e.g. full-text Journal Article, is for the Editor's and Association's own private internal use and will not be made available to other persons and will not be networked to any other site, nor posted to a library or public web site, nor in any way used to substitute for an existing or potential library or other subscription. The Publisher shall also provide a reasonable quantity of gratis "Gift and Exchange" copies of the Journal to a list of recipients determined by the Association in agreement with the Publisher. The Publisher further agrees to provide the Editor with a suitable supply of business cards designed specifically for the Journal that may be used to conduct the normal business of the Journal.

28. The Publisher shall enable the Corresponding Author of each Article, and, where applicable, co-Authors access to an electronic copy of the Article in Portable

Document Format (PDF) which may be forwarded up to 50 (fifty) times by the Author (or this quantity to be shared equally where there are multiple co-Authors of an Article); and where applicable, the Publisher shall supply to the Corresponding Author, free of charge, a printed copy of the issue in which their Article appears. Contributors may also purchase paper offprints or reprints from the Publisher.

29. The Publisher shall obtain the Editor's approval for any advertisements to be published within the Journal.

30. If at any time during the Term of this Agreement the copyright in the Journal (or any issue or part thereof) shall in the reasonable opinion of the Publisher be infringed by a third party, the Publisher shall, in order to protect its rights under this Agreement and the rights of the Association, be entitled:

    a. to take proceedings in the joint names of the Publisher and the Association and/or the Author or Editor on giving the Association total indemnity against all and any liability for costs and expenses (whether of the Association or of the defendants in any such proceedings) and the Association shall give to the Publisher all reasonable co-operation in such proceedings;

    b. to nominate the solicitors through whom such proceedings shall be carried on and have full power to abandon, compromise or settle such proceedings in its own discretion, but will first consult the Association. Any sum recovered by way of damages and costs shall be applied first towards repayment of the costs incurred in those proceedings and any balance shall be divided equally between the Publisher and the Association;

    c. to take urgent proceedings in its sole name, notwithstanding any provision to the contrary, and if the Publisher reasonably considers it necessary for the protection of the Journal, in any part of the world for interlocutory relief without prior notice to the Association, provided that the Publisher shall as soon as reasonably practical thereafter give to the Association notice of such proceedings.

31. The provisions of Clause 30 apply only to an infringement of any Intellectual Property right subsisting in the Journal which affects the interest in it granted to the Publisher under the terms of this Agreement. The Association shall provide all reasonable assistance to the Publisher in any such proceedings.

32. It is understood and agreed that in the event that the Association wishes to sell and assign its copyright in and ownership of the Journal, the Association shall first offer the same for purchase by the Publisher at a price to be agreed between the Parties; if the Parties hereto fail to agree upon a price within 60 (sixty) days of such offer, then the Association shall be free to offer the same for sale to third parties, such third party offer to be notified to the Publisher. During such 60 day period the Association undertakes not to negotiate for the sale or assignment of any rights in the Journal with any third party. Notification to the Publisher of such third party offer by the Association shall be treated by the Publisher as being notice of termination of this Agreement in accordance with Clause 11 hereof unless otherwise decided and notified to the Association, and the provisions of Clause 15 shall apply.

33. Neither Party shall be entitled to assign or license its rights under this Agreement without the prior written consent of the other Party.

34. Upon signature of this Agreement by both Parties, the Publisher agrees to pay a sum of AUD $50,000 (fifty thousand Australian dollars) to the Association in recognition of the value inherent in the Journal.

35. The Publisher shall additionally work with the Association to implement a "Society Portal", providing access to the online version of the Journal. The Portal will feature the branding of the Association. The Publisher and the Association will jointly work to ensure that access to the Journal via the Portal will be restricted to Members of the Association only.

36. The Association and the Publisher shall each have the right (in addition to any other rights which each has at law) to terminate this Agreement immediately and without liability for compensation or damages to the other Party on the happening of any of the following events:

a. either Party fails to comply with any of its essential obligations under this Agreement or any agreement supplemental to it;

b. either Party is convicted of any criminal offence;

c. either Party commits any act which brings or is likely to bring the other Party into disrepute or which in the Party's reasonable opinion is prejudicial to its interests.

37. Each Party (the 'Receiving Party') undertakes:

a. to maintain as secret and confidential all know-how and other technical or commercial information obtained directly or indirectly from the other Party ('Disclosing Party') in the course of or in anticipation of this Agreement and to respect the Disclosing Party's rights therein;

b. to use the same exclusively for the purposes of this Agreement; and

c. to disclose the same only to those of its employees, contractors and sub-licensees pursuant to this Agreement (if any) to whom and to the extent that such disclosure is reasonably necessary for the purposes of this Agreement;

d. to disclose the same only when required to do so on account of the Association's relationship with its Members; the requirements of law applying to an incorporated company to disclose audited accounts; due acknowledgment of the source of funds for prizes awarded; the need to provide relevant information in the course of dealing with applicants for the position of Editor; the need to provide adequate information to a rival bidder seeking to publish the Journal - provided that the Publisher is not required to disclose the details of confidential sales agreements between itself and third parties.

38. The provisions of Clause 37 shall not apply to know-how and other information which the Receiving Party can demonstrate by reasonable, written evidence:

a. was, prior to its receipt by the Receiving Party from the Disclosing Party, in the possession of the Receiving Party and at its free disposal; or

b. is subsequently disclosed to the Receiving Party without any obligations of confidence by a third party who has not derived it directly or indirectly from the Disclosing Party; or

c. is or becomes generally available to the public through no act or default of the Receiving Party or its agents, employees, affiliates or sub-licensees; or

d. the Receiving Party is required to disclose to the courts of any competent jurisdiction, or to any government regulatory agency or financial authority, provided that the Receiving Party shall (a) inform the Disclosing Party as soon as is reasonably practicable, and (b) at the Disclosing Party'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.

39. The Receiving Party shall procure that all of its employees, contractors and sub-licensees pursuant to this Agreement (if any) who have access to any of the Disclosing Party's information to which Clause 37 applies, shall be made aware of and subject to these obligations and shall have entered into written undertakings of confidentiality at least as restrictive as Clauses 37 and 38 and which apply to the Disclosing Party's information. For the avoidance of doubt, in relation to the performance of the Journal, the Association shall be entitled to disclose to other parties, information over which it holds ownership, notably the full-rate institutional subscriptions data for the Journal. All other information relating to the Journal's financial performance shall remain strictly confidential in accordance with these Clauses 37 to 39 inclusive.

40. This Agreement shall be subject to and construed in accordance with the laws of the State of Victoria and the Commonwealth of Australia. Whenever any dispute arises out of or relating to this Agreement or in relation to the breach, termination, validity or subject matter thereof, the Parties agree to first endeavour to settle the dispute by

mediation conducted in accordance with the Australian Commercial Disputes Centre ("ACDC") mediation guidelines and administered by the ACDC. In the event that the dispute has not been settled within 28 days (or such period as agreed in writing between the Parties) after the appointment of the mediator, the dispute must be submitted to expert determination conducted in accordance with the ACDC expert determination rules and administered by the ACDC. The Parties agree to accept the determination of the expert as final and binding. The mediator must not be the same person as the expert.

41. Force Majeure: the performance of any responsibility detailed in this Publishing 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 Association or the Publisher.

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

Authorised Signatories, for and on behalf of the **AUSTRALASIAN ASSOCIATION OF PHILOSOPHY**

By.....

Title.....

By.....

Title.....

Authorised Signatory, for and on behalf of **Informa UK Ltd (trading as Taylor & Francis)**

By.....

Title.....