



ELSEVIER

JOURNAL SPONSORSHIP AGREEMENT

AGREEMENT (“Agreement”) made as of DATE by and between **Elsevier Ireland Ltd**, with offices at Elsevier House, Brookvale Plaza, East Park, Shannon, Co. Clare, Ireland (hereinafter the “Publisher”) and the **International Society for Forensic Genetics**, with offices at Clinical Department for Blood Group Serology and Transfusion Medicine, University of Vienna, Währinger Gürtel 18 – 20, A - 1090 Vienna, Austria (hereinafter the “Society”).

BACKGROUND

WHEREAS, the Publisher is the owner of the journal entitled *Forensic Science International: Genetics* (the “Journal”); and

WHEREAS, the Society, to better serve its members as well as the profession in general, desires to become associated with the Journal;

NOW, it is mutually agreed as follows:

**ARTICLE I
OWNERSHIP AND RIGHTS**

- 1.1 **Copyright/Trademark.** The Publisher shall be, as between the parties, the owner of the all rights in the Journal, including without limitation the trademark rights and copyright.
- 1.2 **Grant of Rights to Publisher.** The Society grants the Publisher the right to indicate that the Society is associated with the Journal and that the Journal is the only official publication of the Society. The notice: **The Official Journal of the International Society for Forensic Genetics**, along with the seal or other trademark representing the Society, as designated by the Society, may be printed on the cover of, and in other prominent locations within, the Journal. The Publisher may use the name and description of the Society and may also mention its collaboration with the Society in connection with its promotion and distribution of the Journal. The trade name, seal and other identifying trademarks of the Society will continue to be owned by the Society.

**ARTICLE II
EDITORIAL, PRODUCTION, AND DISTRIBUTION**

- 2.1 **Editorial Policies.** With respect to all matters regarding the editorial operations of the Journal, the Publisher retains all responsibilities, duties, and rights. ISFG will be consulted on all invitations to and removals from the Editorial Board. All editorial appointments and removals will be officially made by the Publisher.
- 2.2 **Publisher’s Staff.** The Publisher will identify a staff member to be the principal point of contact at the Publisher for the Society.
- 2.3 **Promotion, Production and Distribution.** The Publisher will be responsible for all aspects of promotion, production and distribution of the Journal, including advertising.

- 2.4 **Society Pages.** The Society may supply the Publisher with up to four (4) black & white pages per year of material related to Society business or activities, for publication in the Journal at no charge to the Society. Unused pages may not be carried over to subsequent years.

ARTICLE III MEMBER SUBSCRIPTIONS

3.1 **Individual Member Subscription Rates.**

(a) The Society shall order one (1) subscription to the Journal for each individual member of the Society ("Member") at the Member rate of EUR 20 per year for the years 2007, 2008 and 2009. The Member rate for each following 3 year period will be agreed between the Publisher and the Society in the April of the preceding subscription year.

(b) The Member rate does not include any sales or similar taxes required by law.

(c) The Society guarantees a minimum of 1,000 Members per year.

3.2 **Payment for Member Subscriptions.**

(a) Fees for Member subscriptions shall be billed on an annual basis and payment shall be made by the Society within thirty (30) days of receipt of the Publisher's invoice.

- 3.3 **Conditions.** Member subscriptions are intended for personal use only and are not permitted to be placed in institutional or university libraries or other libraries and/or organizations, nor may any personal subscriptions be used for library purposes. The Publisher shall be entitled to enforce these terms as a condition of a Member's receipt of a Member subscription.

ARTICLE IV OTHER OBLIGATIONS

- 4.1 **Promotion.** The Society will use its best efforts to promote the Journal to the Members and to the relevant scientific discipline, and will endeavour to stimulate the submission of papers of the highest professional standard.
- 4.2 **Other Publishing Activities.** In order to ensure the scientific and commercial success of the Journal, the Society agrees that it will not directly or indirectly be involved in any other publishing activities that compete with or otherwise negatively affect the commercial opportunities of the Publisher with respect to the Journal and will not sponsor, publish nor affiliate itself with any other scientific journal or other regularly distributed scientific publication or information service in the same or related fields.
- 4.3 **Member Mailing List.** The Society will provide the Publisher, on an annual basis and free of charge, with the full names, addresses, and any member identification numbers (the Publisher will notify the Society about the desired format from time to time), including regular updates thereof, for Member subscriptions, which will be used by the Publisher for direct mailing to the Members of issues of the Journal and online access. The Publisher shall have the right to use the Member subscriber lists up to six (6) times per year at no charge solely for promotion of its other related educational materials that may have value for the Members.
- 4.4 **Conferences of the Society.** The Society agrees to provide the Publisher, free of charge, with complementary registration for three (3) attendees together with an exhibit booth for the Journal and related products at meetings, conferences or exhibitions that may be organized by the Society.

**ARTICLE V
FINANCIAL ARRANGEMENTS**

5.1 Royalties.

(a) The Publisher shall pay a royalty ("Royalty") of five percent (5%) of Net Revenues directly and normally attributed to the Journal as recorded in the Publisher's financial records, on income from sponsored Supplement issues published by the Journal that have been brought in by the Society. For purposes of this Agreement, "*Net Revenues*" shall mean gross revenues less deductions for commissions, discounts, returns and taxes.

(b) On or before April 30th of each year, the Publisher shall provide to the Society its statement of annual revenue and the Royalties earned for the preceding calendar year, which shall be accompanied by payment to the Society.

**ARTICLE VI
DISCLAIMERS WITHIN JOURNAL**

6.1 Disclaimers Generally. Each issue of the Journal shall include a disclaimer to the effect that, to the extent permissible under applicable laws, no responsibility is assumed by the Publisher nor by the Society for any injury and/or damage to persons or property as a result of any actual or alleged libelous statements, infringement of intellectual property or privacy rights, or products liability, whether resulting from negligence or otherwise, or from any use or operation of any ideas, instructions, procedures, products or methods contained in the material therein.

6.2 Advertising Disclaimers. Each issue of the Journal shall include a disclaimer to the effect that the publication of an advertisement in the Journal does not constitute on the part of the Publisher or the Society a guarantee or endorsement of the quality or value of the advertised products or services described therein or of any of the representations or the claims made by the advertisers with respect to such products or services.

**ARTICLE VII
REPRESENTATIONS AND WARRANTIES**

7.1 Representations and Warranties. Each party represents and warrants as follows:

- (a) such party has all requisite legal and corporate power and authority to enter into this Agreement and to perform its obligations hereunder.
- (b) such party will exercise due care in carrying out its duties hereunder, and will perform its services hereunder consistent with industry standards and with the quality and reputation of the Journal.
- (c) such party's execution and delivery of this Agreement and its performance hereunder will not result in a breach of any agreement or contract by which such party is bound, or violate any applicable law or regulation, or such party's corporate or legal charter, or any judgment or order of any court or governmental agency with competent jurisdiction and authority over such party; and
- (d) such party acknowledges and agrees that the other party does not make any representations, warranties or agreements not expressly set forth in this Agreement, and such party is not relying on any representations, warranties or agreements by the other party not expressly set forth herein.

- 7.2 **Data Protection.** The parties agree that, as defined in the Wet bescherming persoonsgegevens (Personal Data Protection Act) (“the Act”) the Society is the “data controller” and the Publisher is the “data processor” in respect of the “personal data” supplied by the Society to the Publisher under this Agreement. Each party warrants and represents that the processing of personal data supplied by the Society to the Publisher under this Agreement will be for the purposes and in the manner envisaged by this Agreement or as instructed in writing by the Society and in accordance with the Act and all other applicable laws and regulations. The Society further warrants and represents that all Society editors and Members will have given prior consent to their personal data being supplied by the Society to the Publisher for processing in accordance with the purposes and in the manner envisaged by this Agreement or as instructed in writing by the Society.

ARTICLE VIII DURATION AND TERMINATION

- 8.1 **Term.** The initial term will begin with the first issue of 2007 and shall conclude with the last issue of 2015.
- 8.2 **Renewal.** This Agreement shall be automatically renewed for three (3) year periods thereafter unless written notice of cancellation is sent by either party to the other party at least twelve (12) months prior to the expiration of the relevant term.
- 8.3 **Termination.**
- (a) Except as otherwise provided in this Agreement, either party may terminate this Agreement prior to the expiration of its term if the other party fails to perform any of its material obligations hereunder or is in material breach of any of its representations, warranties or covenants contained herein, provided that the non-breaching party has provided written notice of such breach and the breach is not then cured within forty-five (45) days, or in the event of a breach that is not capable of cure, if the breaching party has not made reasonable provisions within forty-five (45) days to avoid a similar future breach.
- (b) Either party may terminate this Agreement upon written notice in the event the other is insolvent, files a petition in bankruptcy, or makes an assignment for the benefit of creditors.
- (c) The Publisher may terminate this Agreement upon twelve (12) months written notice if it decides to discontinue the Journal.

ARTICLE IX GENERAL PROVISIONS

- 9.1 **Force Majeure.** If by reason of strikes, inability to obtain workers or materials, fire or other action of the elements, accidents, governmental restrictions or appropriation or other causes beyond the control of either party including delays or failures of others, such party is unable to perform in whole or in part its obligations set forth in this Agreement, then such party shall be relieved of those obligations to the extent it is thereby unable to perform, and such inability to perform shall not make such party liable to any other party. The party subject to an event of force majeure shall use good faith efforts to comply as closely as possible with the provisions of this Agreement and to avoid the effects of such event to the extent possible.
- 9.2 **Assignment.** Except as otherwise expressly provided herein, neither party shall directly or indirectly assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, prior written consent is not required if the Publisher assigns this Agreement to an affiliate or subsidiary or sells or transfers all or substantially all of its assets.

- 9.3 **Integration/Severability/Waiver/Modification.** This Agreement represents the entire Agreement between the parties in relation to the subject matter hereof and supersedes any previous agreements whether written or oral. The provisions of this Agreement shall be severable, and in the event that any provision of this Agreement is found to be legally unenforceable, such unenforceability shall not prevent the enforcement or any other provision of this Agreement. The waiver by either party of any breach or failure to enforce any of the terms of this Agreement at any time shall not constitute a waiver of any term hereof. This Agreement may be modified or amended only by a written document executed by both parties.
- 9.4 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of each party.
- 9.5 **Notices.** All notices under this Agreement shall be given in writing by a representative of the notifying party to a representative of the other party, and shall be effective upon actual receipt by the receiving party representative or three (3) days after deposit into overnight courier delivery service addressed to the other party at the address given herein or at such other address about which the notifying party shall have been informed from time to time.
- 9.6 **Relationship.** Nothing in this Agreement shall be deemed to create any employer/employee, agency, fiduciary, joint venture or other similar relationship between the parties.
- 9.7 **Governing Law.** Regardless of the place of physical execution of this Agreement, or of its delivery, this Agreement shall be treated as though executed within the Netherlands (the "Governing State") and shall be governed and interpreted according to the laws of that country or state; and the parties irrevocably submit to the jurisdiction of the courts of the Governing State with respect to all disputes or matters arising out of or pertaining to this Agreement.
- 9.8 **Confidentiality.** The Publisher and the Society shall each maintain all of the other party's Confidential Information (as defined herein) in strict confidence, will not disclose any Confidential Information to any third party other than as necessary to perform the obligations set forth in this Agreement, and will protect such information with the same degree of care that such party exercises with its own Confidential Information, but in no event less than a reasonable degree of care. For the purposes of this Agreement, "*Confidential Information*" means any business, financial, operational, customer, vendor and other information disclosed by one party to the other and not generally known by or disclosed to the public or known to the receiving party solely by reason of the negotiation or performance of this Agreement, and shall include, without limitation, the terms of this Agreement.
- 9.9 **Survival.** The provisions in the Representations and Warranties and General Provisions articles shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the undersigned execute this Agreement.

INTERNATIONAL SOCIETY FOR FORENSIC GENETICS

By: Peter Schneider

Name: Prof. Peter Schneider

Title: ISFG President

ELSEVIER BV

By: Brendan Curtin

Name: Brendan Curtin

Title: Managing Director, Elsevier Ireland Ltd