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Publisher:	
Title of manuscript:	
Contract date:	
Publication:	
ORCID (if applicable)	
Name(s) & contact details [address, cell/mobile phone number, email address] of all Author(s):	

THIS PUBLISHING AGREEMENT ("Agreement") is entered into by and between the University of the Free State ("UFS") and the Author(s) specified above ("Author(s)") as of the Contract Date specified above.

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

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

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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3.1.9. 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;

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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 the UFS;

3.2. The Author(s) shall hold harmless and indemnify the UFS from any third party claims resulting from the publication of the Manuscript should there be a breach of the above warranty.

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4.2. Subject to Final Acceptance, the UFS undertakes to publish the Manuscript to the UFS's customary standard at the cost and expense of the UFS within a reasonable period after Acceptance.

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4.4. If the Manuscript is not accepted for publication by the UFS the portions of the Agreement pertaining to publication of the Manuscript by the UFS 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.

6. MISCELLANEOUS

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 the UFS 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. The UFS and the editors of the Journal 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 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 author/s 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 _____

Editor-in-Chief:

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

Name: _____ Signature _____

ANNEX 1:

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