



JOURNAL AFFILIATION AGREEMENT

AGREEMENT (“Agreement”) made as of 1 January 2024 by and between **ELSEVIER LIMITED**, with offices at The Boulevard, Langford Lane, Kidlington, Oxford OX5 1GB, UK (hereinafter the “Publisher”) and the **Australian & New Zealand Trauma Society**, with offices at PO Box 576, Crows Nest NSW 1585 | Australia (hereinafter the “Society”).

BACKGROUND

WHEREAS, the Publisher is the owner of the journal entitled *Injury* (the “Journal”) and

WHEREAS, pursuant to an agreement dated 10 November 2006 (“Prior Agreement”) the Society is affiliated with the Journal, and the parties wish to enter into this new Agreement to replace and supersede the Prior Agreement effective with the initial date of the Initial Term as set forth herein.

NOW, it is mutually agreed as follows:

ARTICLE 1 OWNERSHIP AND RIGHTS

- 1.1. **Copyright/Trademark.** As between the parties, the Publisher owns or controls 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 affiliated with the Journal and that the Journal is the official publication of the Society. The notice: **The Official Journal of the Australian & New Zealand Trauma Society**, along with the seal or other trademarks representing the Society, as designated by the Society, may be included on the cover of or in other locations within the Journal and on the Journal website. 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 2 EDITORIAL, PRODUCTION, PUBLICATION AND DISTRIBUTION

- 2.1. **Editorial Policies.** The Society agrees that the current Aims and Scope of the Journal as set forth in Annex 2.1 are consistent with the Society’s purpose. With respect to all matters regarding the editorial operations of the Journal, the Publisher retains all responsibilities, duties, and rights.
- 2.2. **Publisher’s Staff.** The Publisher will identify a staff member to be the principal point of contact at Publisher for the Society.
- 2.3. **Production, Publication, Distribution and Promotion.** The Publisher will be responsible for all aspects of production, publication, distribution and promotion of the Journal, including advertising.
- 2.4. **Society Content.** The Society may supply the Publisher according to a mutually agreed upon schedule with up to three (3) pages per year, in a form acceptable to the Publisher, of material

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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 3 MEMBER SUBSCRIPTIONS

3.1. **Individual Member Subscription Rates.**

- a) The Society shall order one (1) subscription to the electronic version of the Journal only for each individual member of the Society ("Member") at the Member rate of forty-eight Australian dollars (\$48) per year for the Term (as defined below).
- b) In addition, the Society shall notify the Publisher of any Members requiring access to the three printed issues of a total of 12 annual issues relating to General Trauma content (designated as the January, May and September issues). The per Member subscription rate for access to those three printed issues will be thirty-seven Australian dollars (\$37) in 2023 and will be determined by the Publisher in each subsequent year of the Term.
- c) The Member rate does not include any sales or similar taxes required by law, which may be billed by the Publisher as appropriate.

3.2. **Payment for Member Subscriptions.**

- a) Fees for Member subscriptions shall be billed on a semi 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 the personal use of Members only. The Publisher shall be entitled to enforce these terms as a condition of a Member's receipt of a Member subscription. Members' access to electronic versions of the Journal shall be pursuant to terms and conditions of use set and enforced by the Publisher.

ARTICLE 4 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 consistent with the Aims and Scope of the Journal, and will include regular prominent announcements of the subscription rate for Members in the Society newsletter, website and other publicity material, free of charge.
- 4.2. **Other Publishing Activities.** In order to ensure the scientific and commercial success of the Journal, the Society agrees that it will not involve itself in any other activities that compete with or otherwise have a materially negative impact on 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. **Conferences of the Society.** The Society agrees to provide the Publisher, free of charge, with complimentary registration for one attendee or exhibitor together with suitable promotional

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space for the Journal and related products at meetings, conferences or exhibitions that may be organized by the Society.

- 4.4. **Research for Life.** The Publisher participates in Research4Life, a global program with a goal to foster a strong and independent research community in the developing world and reduce the knowledge gap between developing and industrialized countries. The parties agree that the Journal may be included in the Research4Life Program to provide access to the Journal content to the research community.

ARTICLE 5

DISCLAIMERS WITHIN JOURNAL/REPRESENTATIONS AND WARRANTIES

- 5.1. **Disclaimers Generally.** Each issue of the Journal shall include a disclaimer to the effect that no responsibility is assumed by the Publisher or by the Society for any injury and/or damage to persons or property as a result of any actual or alleged libellous statements, infringement of intellectual property or privacy rights, or products liability.
- 5.2. **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.
- 5.3. **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.
- 5.4. **Compliance with Laws.** Each party agrees to comply with all applicable laws, ordinances, codes, regulations, standards and judicial and administrative orders (collectively, "Applicable Laws") relating to its duties, obligations and performance under this Agreement and Applicable Laws prohibiting bribery and fostering transparency, including, without limitation the US Foreign Corrupt Practices Act, the UK Bribery Act and the US Physician Payment Sunshine Act and those other laws enforced in the country where business is being conducted and/or the party's place of business or residency. Each party agrees to engage only in legitimate business

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and ethical practices in commercial operations and in relation to its dealings with any employee or official of a government agency or any other government owned, operated or controlled entity (including, without limitation, state run universities, hospitals and libraries), or political parties or candidates (jointly “Government Official”). Neither party nor any of its officers, directors, employees or agents shall pay, offer, give, promise or authorize the payment, directly or indirectly, of any monies, gifts or anything of value to any commercial contact or Government Official for the purpose or intent to induce such person to use his/her authority to help the other party or any affiliate of the other party for personal gain (any such act, a “Prohibited Payment”). A Prohibited Payment does not include a payment of reasonable and bona fide expenditures, such as travel or lodging expenses, which are directly related to the promotion, demonstration or explanation of products or services or the execution or performance of a contract provided that such payments are permissible under the Applicable Laws.

ARTICLE 6 PERSONAL DATA

- 6.1. **Personal Data Processing.** Each party warrants and represents that the use and other processing of personal data that it receives from the other under this Agreement will be for the purposes and in the manner envisaged by this Agreement or as instructed in writing by the party supplying the data and in accordance with all Applicable Laws pertaining to privacy and personal data protection. Each party shall implement appropriate technical and organizational security measures aimed at protecting such personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and against all other unlawful forms of processing. The Society further warrants and represents that it has given all necessary notices and obtained all necessary consents, permissions or authorizations relating to the processing of the personal data it supplies to the Publisher in accordance with the purposes and in the manner envisaged by this Agreement or as instructed in writing by the Society. To the extent that the Publisher is processing personal data on behalf of the Society, the terms of the Data Processing Addendum at <https://www.elsevier.com/legal/processor-terms> (where the term “Subscriber” refers to the Society) will apply.
- 6.2. **Member Data.** The Society will provide to the Publisher, on a semi-annual basis and free of charge, the Members’ full names, postal and email addresses, and any Member identification numbers, in a format specified by the Publisher, which will be used by the Publisher and its affiliates, licensees and service providers for purposes of:
- Journal subscription fulfilment
 - Journal marketing and promotion
 - Author recruitment
 - Editor and reviewer recruitment
 - Direct mailing to the Members of issues of the Journal
 - Online access to electronic versions of the Journal
 - Emailing “call for papers” solicitations
 - Emailing invitations to review manuscript submissions
 - Delivery of subscription renewal notices
 - Emailing invitations to sign up to new Journal issue/table of contents e-alerts

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ARTICLE 7 DURATION AND TERMINATION

- 7.1. **Term.** The initial term of this Agreement (“Initial Term”) will begin on 1 January 2023 and shall conclude on 31 December 2025. Notwithstanding the dates set forth herein, the parties agree that the provisions of this Agreement shall cover their respective rights and responsibilities relating to sponsorship of the Journal beginning with the first issue of 2023 and concluding with the last issue of 2025 and that accordingly the performance of such rights and responsibilities associated with those issues may therefore extend outside such dates.
- 7.2. **Renewal.** This Agreement shall be automatically renewed for three (3) year periods (each, a “Renewal Term”) unless either party gives written notice to the other party at least twelve (12) months prior to the expiration of the then current Term. The Initial Term and all Renewal Terms are collectively referred to as the “Term”.
- 7.3. **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 8 GENERAL PROVISIONS

- 8.1. **Force Majeure.** Neither party’s delay nor failure to perform any provision of this Agreement as a result of circumstances beyond its control shall be deemed a breach of this Agreement.
- 8.2. **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.
- 8.3. **Entire Agreement/Severability/Waiver/Modification/Binding Effect.** This Agreement, including terms on the Publisher’s website incorporated by reference, represents the entire agreement between the parties in relation to the subject matter hereof and supersedes any

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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 of 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, except the Publisher may update the terms on the Publisher's website incorporated by reference by posting updated terms on the website. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of each party.

- 8.4. **Notices.** All notices given pursuant to this Agreement will be in writing and delivered to the party to whom such notice is directed at the address for that party specified above or the electronic mail address as such party will have designated by notice hereunder.
- 8.5. **Relationship.** Nothing in this Agreement shall be deemed to create any employer/employee, agency, fiduciary, joint venture or other similar relationship between the parties.
- 8.6. **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 England and Wales (the "Governing State") and shall be governed and interpreted according to the laws of that Governing 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.
- 8.7. **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.
- 8.8. **Survival.** The representations and warranties set out in this Agreement and the General Provisions articles shall survive the expiration or termination of this Agreement.

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IN WITNESS WHEREOF, the undersigned execute this Agreement.

AUSTRALIAN & NEW ZEALAND TRAUMA SOCIETY

Signed by:
By: 
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Name: Dinesh Varma

Title: President

ELSEVIER LIMITED

DocuSigned by:
By: 
78FED61DD90740C...

Name: Peter Harrison

Title: Senior Vice President

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ANNEX 2.1 – AIMS AND SCOPE

Injury was founded in 1969 and is an international journal dealing with all aspects of **trauma care** and **accident surgery**. Our primary aim is to facilitate the exchange of ideas, techniques and information among all members of the trauma team. Topics covered include: **trauma** systems and management; surgical procedures; epidemiological studies; surgery (of all tissues); resuscitation; biomechanics; rehabilitation; anaesthesia; radiology; basic science of local and systemic response to trauma and tissue healing. Regular features include: original research papers; review articles; case reports; ideas and innovations detailing novel and effective solutions to surgical problems; book reviews; calendar of world-wide meetings. Letters that comment on an article previously published in *Injury* are particularly encouraged, and the authors will be given the opportunity to respond. Please submit letters to the editor by e-mail where possible to editor@injuryjournal.com. Authors are also welcome to submit case reports to *Injury*'s companion title, *Trauma Case Reports*.

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Certificate Of Completion

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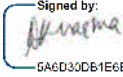
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