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ARA Standard Publishing Agreement

THIS ARA STANDARD PUBLISHING AGREEMENT is made on [DATE] by and between:

- (1) **ASOCIATIA "ARHITECTURA RESTAURARE ARHEOLOGIE"**, an association existing under the laws of Romania having its business address at Calea Vitan nr.8, Bl. V51, Sc. 2, Ap. 42, sector 3, 031296 Bucharest, Romania and registered with the Romanian register of associations and foundations (*Registrul asociațiilor și fundațiilor*) under number [NUMBER] (the "**Publisher**");
- (2) [NAME] born on [DATE] in [COUNTRY] with professional address at [ADDRESS] (the "**Author**" and together with the Publisher hereafter also referred to as the "**Parties**")

WHEREAS:

- (A) ARA Reports is an annual scientific publication of the Publisher which covers original scientific contributions in the fields of architecture, archaeology, history of art, restoration of historical monuments.
- (B) This ARA standard publishing agreement (this "**Agreement**") is entered into by the Parties for the purposes of setting out the terms and conditions of the acceptance by the Publisher of the publication of the Authors' contribution in the ARA Reports.

NOW, THEREFORE, THE PARTIES HERETO HAVE AGREED as follows:

1 Definitions and interpretation

1.1 In this Agreement:

"**Editorial Board**" means the board of editors of ARA Reports which are members of the Publisher or not, as decided by the Publisher from time to time.

"**Completion Date**" means the date of execution of this Agreement by the Parties.

"**Contribution**" means the text drafted personally by the Author which is submitted by the Author to the Publisher in view of its publication in one of the ARA Reports editions.

"**Linguistic Requirements**" means cumulatively that the wording of the Contribution (i) is drafted in English, French or German language (ii) does not according to the Editorial Board or any member of the Scientific Committee require orthographic, grammatical or semantic amendments so that the Contribution satisfies the general practiced accepted linguistic and style standards among academics for a high level scientific publication and (iii) does not require according to the Editorial Board or any member of the Scientific Committee that a second translation into English, French or German language is performed.

"**Page Settings Requirements**" means that any page of the Contribution is set as follows:

- is submitted in electronic format ("doc"- type, but not "pdf");

- Page format is A4;
- Page orientation is portrait (except for annexes which require landscape orientation);
- Alignment and spacing are justified, single spaced; alignment of first line of paragraph at 1;
- The title shall be capitalized, centred, followed by name, email and telephone number of the Author with small capital letters, and aligned to right. 25 cm, without pressing “Tab”;
- Pagination: page number, 10 p, bottom, centred on each page.

“**Publication Process**” means the point in time when the ARA Reports is in printing process and no modification as regards its content can be made.

“**Publishing Requirements**” means the Linguistic Requirements, the Page Settings Requirements and the Scientific Requirements.

“**Recension Process**” means the following process which the Editorial Board applies to any Contribution: if the Contribution is accepted by the Editorial Board on scientific and originality criteria, the Editorial Board addresses the Contribution to a member of the Scientific Committee which reviews the Contribution from a scientific and academic perspective. The Scientific Committee member issues a favourable or unfavourable opinion regarding the scientific quality of the Contribution. In the event of a favourable opinion of the Scientific Committee member, the Editorial Board refers to the Author the Scientific Committee’s comments, if any. The Author implements all the Scientific Committee’s comments as transmitted by the Editorial Board and provides to the Editorial Board a revised version of the Contribution. The Editorial Board makes further amendments or corrections to the Contribution at its sole discretion and submits the Author the final version of the Contribution.

“**Scientific Requirements**” means that the Contribution has been accepted in view of its publication by the Editorial Board and the Scientific Committee further to the Recension Process.

“**Scientific Committee**” means the committee composed of individuals with outstanding scientific and academic reputation selected by the Editorial Board from time to time.

- 1.2 The Parties stipulate that the meaning which they may reasonably and reciprocally attribute to the provisions of this Agreement, coincides with the grammatical and ordinary sense of the words used, which sense is to be adhered to, unless that would lead to some absurdity or inconsistency with the rest of this Agreement, in which case the sense of the words may be construed so as to avoid that absurdity or inconsistency, but not farther.

2 Publication

- 2.1 The Publisher hereby agrees to publish the Contribution and the Author accepts, subject to the terms set out in this Agreement.
- 2.2 The Publisher publishes the Contribution only if the Contribution meets the Publishing Requirements.

3 Representations and warranties

- 3.1 The Author represents and warrants to the Publisher that:
 - 3.1.1 The Contribution has been personally drafted by the Author.
 - 3.1.2 The Contribution is original and has not been published in any other form on any other platform including but not limited to on line publications, paper publications, in whole or in part, in any language throughout the world.
 - 3.1.3 The Contribution does not infringe upon the rights of any kind of, or give rise to any claim by any third party, including, without limitation, claims in defamation, plagiarism, privacy, copyright, or trademark.

4 Exclusive Rights

- 4.1 The Author grants to the Publisher the exclusive rights to print, publish, distribute, sell and license the rights to any and all editions and/or formats of the Contribution, in whole or in part, in any language at the discretion of the Publisher, throughout the world, for a five year period.

5 Completion

- 5.1 This Agreement enters into force as from the Completion Date.

6 Termination

- 6.1 If following entry into this Agreement, the Publisher becomes aware that there has been any material breach of this Agreement (including but not limited to the violation of Clause 3), the Publisher shall be entitled to terminate (or rescind) this Agreement with immediate effect, in addition to its right to make a claim for damages.
- 6.2 The Parties may terminate this Agreement any time by giving a reasonable prior notice, except if the Contribution is in Publication Process.

7 Notices

- 7.1 All communications under this Agreement shall be made via Email.

8 Entire agreement

- 8.1 This Agreement contains the entire agreement between the Parties with respect to the publication contemplated herein and shall (save where there has been fraud or a fraudulent misrepresentation) supersede all prior proposals, representations,

agreements and discussions relating thereto, whether written, oral or implied, between the Parties.

9 Invalidity

- 9.1 If at any time any provision (or part thereof) of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision or remaining part of the relevant provision of this Agreement, nor the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

10 Variation and waiver

- 10.1 Any variation of this Agreement shall be in writing and signed by or on behalf of the Publisher and the Author.
- 10.2 Any waiver of any right under this Agreement is only effective if it is in writing and signed by the waiving or consenting party and it applies only in the circumstances for which it is given and shall not prevent the party who has given the waiver from subsequently relying on the provision it has waived.

11 Execution in counterparts

- 11.1 This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, when executed, shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same agreement. Notwithstanding the foregoing, the Parties shall deliver fully executed original signature copies of this Agreement to one another as soon as practicable following execution.

12 Governing law and jurisdiction

- 12.1 This Agreement and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with Romanian law.
- 12.2 Any dispute or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved and settled by the competent courts of Bucharest.

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IN WITNESS WHEREOF, the Parties hereto have set, respectively caused their duly authorised representatives to set, their hands hereunto on the date here above stated.

The Publisher

ASOCIAȚIA “ARHITECTURĂ RESTAURARE ARHEOLOGIE”,

By: _____

Name: Dr. Arh. Monica Mărgineanu Cârstoiu

Title: President

The Author
[NAME]

(Signature)

[Signature page]