

Abstract Supplement Publication Agreement

Agreement made the day on which the last signatory signs this Agreement, between

LACTRIMS – full address TBC (the ‘Sponsor’), which expression shall, where the context admits, include their executors, administrators and assigns or successors in business as the case may be)

AND

SAGE Publications Ltd of 1 Oliver’s Yard, 55 City Road, London EC1Y 1SP, UK (‘SAGE’, which expression shall, where the context admits, include any publishing imprint subsidiary to or associated with SAGE, and SAGE’s executors, administrators and assigns or successors in business as the case may be)

WHEREAS

SAGE is the publisher of a journal titled **Multiple Sclerosis Journal** (the ‘Journal’). The Sponsor desires to enter into an agreement for the sponsorship of abstracts from the *37th Congress of the European Committee for Treatment and Research in Multiple Sclerosis*, 13-15 October 2021, Vienna, Austria, to be published online as a supplemental issue of the Journal (‘the Supplement’).

Sponsor	LACTRIMS
Journal	Multiple Sclerosis Journal
Publisher	SAGE Publications Ltd
Journal Proprietor	SAGE Publications Ltd (the ‘Proprietor’)
Journal Editor	Prof Alan Thompson (the ‘Journal Editor’)

WHEREBY it is mutually agreed as follows:

1. Supplement Publishing Specifications and Financial Conditions

- 1.1. The Sponsor hereby agrees to undertake sponsorship of **44** (forty-four) online pages of abstracts in the Journal. The Supplement is scheduled to be published online only in a 2021 issue of the Journal.
- 1.2. If the abstracts exceed **44** (forty-four) pages, additional pages will be charged at the rate of **£35** (thirty five GBP) per page. If the abstracts are less than **44** (forty-four) pages, the Sponsor will only be charged for the number of pages published. If copyediting is requested, then an additional fee is to be paid, prices on request.
- 1.3. Upon publication of the Supplement, an invoice for the full amount will be submitted to the Sponsor at the address provided at **Schedule 1**. Payment should be remitted within **thirty (30) days** of receipt by the Sponsor of SAGE’s invoice.
- 1.4. No charges will apply for publication of colour images only in the online edition of the Supplement.
- 1.5. Should the Sponsor wish to translate or reprint the Supplement at a future date, SAGE will supply a proposal for carrying out this work. This is not covered under the terms of this Agreement.

2. Responsibilities of the Sponsor

- 2.1. The Sponsor shall be responsible for the compilation of the abstracts and shall provide SAGE with all abstracts, together with all necessary illustrations, and preliminary and postliminary copy, in a form suitable for publication.
- 2.2. The Sponsor shall ensure that:
 - 2.2.1. the Sponsor has obtained the necessary rights and permissions for SAGE to publish the abstracts in the Supplement;
 - 2.2.2. authors are informed that their abstracts may be published in the Supplement and that the authors have given their consent for their abstracts to be published in the Supplement;
 - 2.2.3. authors have declared any conflict of interests and cleared any issues concerning copyright prior to publication of the abstracts in the Supplement;

3. Editorial Control

- 3.1. The Journal Editor will have sole editorial control of the Supplement.

4. Responsibilities of SAGE

- 4.1. SAGE will provide one set of proofs to be viewed by the Sponsor or their appointed agents. Corrections and changes made to these proofs will be included in the final version of the abstracts. SAGE will undertake all reasonable means to ensure minimal turnaround time subject to the timely return of all proofs, with any changes to be made marked up.
- 4.2. SAGE shall have full and final responsibility for all matters relating to publication, production, and manufacturing (including copyediting, typesetting, proofreading, printing and binding), and distribution of the Supplement.

5. Warranties and Indemnity

- 5.1. The Sponsor hereby warrants to SAGE and their assigns and licensees to present for publication only material which is in no way whatsoever a violation or an infringement of any existing copyright or licence, which contains nothing defamatory, of which all statements contained therein purporting to be facts are true, and in which any formulae or instructions are not injurious to the user.
- 5.2. The Sponsor indemnifies SAGE against all actions, suits, proceedings, claims, demands, damages and costs (including any legal cost or expenses properly incurred and any compensation costs and disbursements paid by SAGE to compromise or settle any claim) occasioned to SAGE in consequence of any breach of the warranties above or arising out of any claim alleging that the Supplement infringes copyright or contains defamatory material. This indemnity shall survive the termination of this Agreement.
- 5.3. Should SAGE require the Sponsor to alter any text of the Supplement which may be construed as legally objectionable, infringing copyright, defamatory, obscene or likely to be actionable by law, the Sponsor will be responsible for altering or removing the text as advised, but shall not be liable for altered text provided changes are faithful to SAGE's advice. Alterations made at SAGE's request shall not affect or prejudice the Sponsor's liability under this Agreement in relation to unaltered text or content not subject to SAGE's required alterations.

6. General

- 6.1. SAGE's performance of this Agreement is subject to governmental restrictions and controls on prices, materials and supplies, natural disasters, accidents, acts of war, civil disorder, strikes and other conditions beyond its control.
- 6.2. The parties must comply with the General Data Protection Regulation ('GDPR') and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all relevant data protection and privacy legislation in other jurisdictions. If applicable, the parties agree to implement a GDPR compliant data processing agreement.
- 6.3. This Agreement and the attached Schedules shall be construed in accordance with the laws of England regardless of its place of execution. This Agreement and the attached Schedules contain the entire understanding and agreement between the parties pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements, negotiations and understandings, oral and written and cannot be changed orally. This Agreement may only be modified by an instrument in writing duly executed by both parties.
- 6.4. Nothing contained in this Agreement is intended to, or shall be construed to constitute or establish an agency, joint venture, partnership or fiduciary relationship between the parties; and neither party shall have the right or authority to bind the other, nor shall either party be responsible for the acts or omissions of the other.
- 6.5. SAGE's Anti-Bullying and Harassment Policy and SAGE's Third Party Harassment and Bullying Policy ('the Policies') are designed to ensure the prevention of harassment and bullying of all staff, interns and volunteers. The Sponsor shall familiarize themselves with the Policies which are available on the SAGE website or upon request, and shall act in a manner which is consistent with the Policies. The parties agree that the spirit and purpose of the Policies are upheld and respected at all times.
- 6.6. The headings in this Agreement are for convenience only and shall not affect its interpretation. References to Clauses are to clauses of this Agreement.
- 6.7. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 6.8. This transaction may be conducted by electronic means and the parties authorize that their electronic signatures act as their legal signatures of this Agreement. This Agreement will be considered signed by a party when their electronic signature is transmitted. Such signature shall be treated in all respects as having the same effect as an original handwritten signature. This Agreement may be executed in counterparts each of which shall be deemed the original, all of which together shall constitute one and the same Agreement. A faxed copy or other electronic copy shall be deemed as an original.

7. Term and Notice

- 7.1. This Agreement will take effect from the date on which the last signatory signs this Agreement] ('Effective Agreement Date') and continue for a period of **six (6) months** from the Effective Agreement Date. After this time, certain aspects of the project, such as pricing, may be subject to revision.
- 7.2. Any notice required or permitted by this Agreement to be given to a party shall be in writing, and shall be delivered in the case of the Sponsor to the address(es) given on page 1 of this Agreement; and in the case of SAGE to:

Neil Cheshier, Senior Account Manager – Commercial Sales
SAGE Publications Ltd

1 Oliver's Yard
55 City Road
London EC1Y 1SP, UK

or to such other address as either party may specify.

For LACTRIMS
XXX

Date



For SAGE Publications Ltd
Neil Chesher

28/06/21
Date

Schedule 1 – Invoice & Delivery Details

The Sponsor shall complete the following:

Invoice Details

Please complete full details of where the invoice for the abstracts is to be sent. Please note that we cannot begin production of the abstracts until we have final confirmation of invoice address.

LACTRIMS, full address and invoice contact details TBC

Schedule 2 – Timing and Deadlines

Abstracts - final file

The final file should be one Word document containing all information and should be supplied for Production by the agreed copy due date. The final file should contain the correct order, include all abstracts and any other elements to be included (for example: keywords, funding/declarations,

references). Any late abstracts should be flagged as soon as possible (see 'Adding new abstracts' below).

Abstracts - proof corrections

- Re-ordering abstracts: The order of the abstracts should be correct in the final file. Production can re-order up to 5 abstracts at proof corrections.
- Adding new abstracts: Production can add up to 15 new abstracts at the end of the proof as supplied. If the client anticipates more than 15 new abstracts this should be flagged when the schedule is being prepared so the Production Editor can factor in time for a late breaking abstracts section at typesetting, proof corrections or issue make-up.
- Deleting abstracts: Production can remove abstracts, but will leave a white space or add a watermark across the deleted abstract.

Proposed publication schedule

	Revised schedule
Copy due to SAGE	15/08/2021
Typeset proofs sent to LACTRIMS	By 12/09/2021
Corrections due back to SAGE	26/09/2021
Revised proofs sent back to LACTRIMS	03/10/2021
Final approval required from LACTRIMS	By 17/10/2021
Online publication	10/11/2021