### SASRIM - LICENCE AGREEMENT WITH AUTHORS

### 1. INTRODUCTION

- 1.1. The South African Society for Research in Music (hereafter 'SASRIM') is a non-profit academic society with the objective of facilitating dialogue and collaboration between music researchers and fostering and disseminating such research.
- 1.2. SASRIM is the publisher of the accredited peer-reviewed academic journal 'SAMUS'. South African Music Studies' (hereafter 'SAMUS') covering research in music.
- 1.3. By submitting your article to SAMUS for review, you bind yourself to the terms as set out in this licence agreement. This licence agreement shall commence when the editors of SAMUS accept your article for publication.

### 2. LICENCE

- 2.1. You remain the owner of the copyright in the article and SASRIM shall display a copyright notice to that effect in the journal.
- 2.2. You hereby grant to SASRIM a transferable, perpetual, worldwide and royalty-free licence to publish the article in one of the SASRIM journals, to make copies thereof and to distribute the article free of charge or for payment, in any format, whether by means of the Internet or with the assistance of any third party distributor of academic journals.
- 2.3. No royalty or remuneration shall be payable to you by SASRIM.
- 2.4. You reserve the right to distribute and copy the original accepted manuscript provided that such versions of the article are accompanied with a notice that the article is published by SASRIM, whereas such notice shall include the name of the journal, the year, the edition and the page number.
- 2.5. The copyright notice appearing in the journal shall indicate that any tertiary institution may copy and distribute the article free of charge for educational purposes. All other persons, other than the author, shall be required to obtain SASRIM's prior written consent.
- 2.6. The copyright and all other intellectual property rights of SASRIM's journals, including the layout, design, marks, graphics, the website and multimedia works appearing thereon belong to SASRIM.
- 2.7. You authorise SASRIM to edit the article and adapt it for publication with the understanding that SASRIM shall not publish the article without your final approval.

## 3. LIMITED LIABILITY AND DISCLAIMER

- 3.1. You indemnify SASRIM against any demand, claim or legal action instituted by third parties against SASRIM that flows directly or indirectly from SASRIM' publication of your article on the terms as contained in this agreement.
- 3.2. The opinions contained in the article are your personal opinion and you indemnify SASRIM against any third party claims in this regard.
- 3.3. You warrant that:

- 3.3.1. The article has never, whether as a whole or in part, been published or been accepted for publication;
- 3.3.2. You are the author of the article and are authorised to provide this licence to SASRIM;
- 3.3.3. The article does not infringe on the copyright or any other rights of other persons;
- 3.3.4. In the event that the article contains any text or graphic material belonging to another person, that permission was obtained for the inclusion of such material in the article.

### 4. LITIGATION

- 4.1. You provide SASRIM with the right to institute action against any person that infringes any rights that you grant to SASRIM in terms of this agreement.
- 4.2. In the event that a claim is instituted against SASRIM as a result of your breach of any term in this agreement, SASRIM shall notify you thereof immediately. You may of your own accord and at the request of SASRIM join in the defence of such claim.

# 5. GENERAL

- 5.1. In the event that any provision of this licence agreement is not fully enforceable, the remaining provisions shall remain in force.
- 5.2. South African law is applicable to this licence agreement.

Date	
Date:	
	Date: