

This agreement is made on 01 JUNE 2020 between the parties below.
(Date) (Month)

Parties:

- 1) Architects Regional Council Asia (ARCASIA), 26 Eng Hoon Street Singapore 169776
- 2) The Architectural Society of China (Co-Publisher), No.9, Sanlihe Road, Haidian District, Beijing, China
and
- 3) Tongji University (Co-Publisher), No. 1239, Siping Road, Shanghai, China

Whereas:

- a. ARCASIA wishes to enter a publishing agreement with the Co-Publishers, The Architectural Society of China and Tongji University, who will produce, supply and distribute the print and electronic versions of the magazine.
- b. The Architectural Society of China (Co-Publisher) has the responsibilities of coordination and supervision.
- c. Tongji University (Co-Publisher) accepts the corresponding duties and has full legal responsibility.

The Parties hereby agree as follows:

TERMS AND CONDITIONS FOR COLLABORATION

1 INTRODUCTION

- a. Architecture Asia Magazine is the journal of Architects Regional Council Asia (ARCASIA). The magazine is owned by ARCASIA and is currently distributed to the member institutes of ARCASIA as well as commercially available via subscription. The magazine is published in English and features editorial content related to architects, architecture, industry news and information related to ARCASIA.

2 PUBLISHER

2.1 PRODUCTION

- a. The quarterly magazine shall be released in print and digitally at mutually agreed times of the year. (Indicatively in February, May, August and November)
- b. A minimum 45 editorial pages is to be produced in each issue, of which at least half must be from or feature ARCASIA member countries (regions).
- c. While the maximum number of pages shall not be limited, the proportion of pages for advertisements shall not exceed 15% of the total number of pages.
- d. Print specifications and quantity of the magazine shall be mutually agreed.
- e. ARCASIA reserves the right to use up to 25% of each issue at no charge for ARCASIA news, features or promotion of ARCASIA activities. The content shall be provided to Tongji University 60 days before the date of publication of the relevant issue. Tongji University shall provide copywriting and artwork based on content supplied by

ARCASIA. ARCASIA shall have the right to use the artwork and copy produced by Tongji University in other mediums.

- f. All publication and production costs of the magazine will be borne by Tongji University, including delivery of 2 copies of the magazine to one location per member institute by trackable air mail. Member institutes will pay the subscription and delivery fees for extra copies except the 2 copies mentioned above. The cost of production (which includes technical requirements and maintenance of the e-books, editorial work, printing, photography for editorials where applicable) should be deducted from the advertising and listing revenue generated through advertisement sales or other mutually agreed means.

2.2 EDITORIAL QUALITY

- a. Tongji University is responsible for the editorial content of the magazine, but ARCASIA retains a veto over any proposed content and the right to suggest editorial topics and other content, as well as revisions or amendments to any articles produced by the editorial team. Such veto shall be the decision of Office Bearers and announced by the president of ARCASIA.
- b. The magazine shall be guided by an editorial board comprising the following board members:
- The current ARCASIA president (or his/her appointee)
 - 3x the ARCASIA Vice president of each Zone (or his/her appointee)
 - 2x appointees from co-publishers
 - 1x chief editor (appointed by co-publishers)
 - 1x external advisor (proposed by co-publishers and approved by ARCASIA)
- c. The editorial board may appoint additional non-board members as required to provide expertise and support for the production of the magazine.
- d. Tongji University must ensure that the quality and content of the magazine is of a high standard and comparable to international publications of a similar nature.
- e. Obtaining appropriate usage rights for articles, photographs, permission, and other intellectual property for the magazine will be the sole responsibility of Tongji University. Tongji University shall indemnify ARCASIA against claims for unauthorised use of intellectual property.

2.3 ADVERTISEMENT

- a. Tongji University shall be responsible for the canvassing of advertisements, negotiating the package, coordinating the ad booking and artwork as well as any advertorial pages.
- b. Tongji University shall determine the advertising rates and any discounts given will be at its own discretion.
- c. Tongji University shall produce advertising and publicity materials like advertising rate cards, subscription forms and documents pertaining to these.
- d. Tongji University shall be responsible for invoicing and recovering any debts from its advertisers.
- e. Tongji University shall declare the audited advertising revenue and production cost to ARCASIA on an annual basis.
- f. ARCASIA will provide guidance on the types of advertiser or advertisement that would not be acceptable and will retain the right to refuse any advertiser or advertisement it

broadly deems offensive or inappropriate, or not in keeping with ARCASIA's founding principles and brand values.

2.4 SUBSCRIPTION, NEWSSTAND & DISTRIBUTION

- a. Tongji University shall be responsible for the acquisition of subscribers and newsstand sales.
- b. Tongji University shall determine the newsstand price and the subscription rate.
- c. Members of ARCASIA member institutes shall be given discounted subscription rates. Tongji University shall review the discounted offer with ARCASIA.
- d. Tongji University shall liaise directly with distributor(s) for the sold copies.
- e. Tongji University shall be responsible for distributing the magazines to the member institutes of ARCASIA member countries (regions) and their members based on the number of copies subscribed.

2.5 OTHER TERMS

- a. Tongji University shall pay ARCASIA royalties of USD 500 for each issue of AA published, which may be off set annually from the postage reimbursement due from the ARCASIA Secretariat, if applicable.
- b. Tongji University shall not use ARCASIA's brand for any purpose without prior consent.

3 ARCASIA

- a. ARCASIA shall issue a letter of recommendation and authorization to co-publishers for use during this period of collaboration. This endorsement from ARCASIA will aid in the negotiation of advertising canvassing as well as other publishing functions.
- b. ARCASIA shall forward to Tongji University any leads or sales enquiries for their follow-up.
- c. ARCASIA Secretariat shall reimburse Tongji University for the postage charges incurred for sending the magazines to new member Institutes that sign on after the publishing contract has been entered.
- d. All member Institutes shall help promote the magazine among the Architects from their Institutes and to get subscribers for the magazines. The subscription rates can be varied to accommodate the affordability level of each member Institute.
- e. ARCASIA shall promote and facilitate contributions of projects from all member Institutes in order to make Architecture Asia truly reflective of ARCASIA's membership.

4 PERIOD OF COLLABORATION AND TERMINATION

- a. The agreement shall commence 1 July 2020.
- b. Both parties will collaborate for a period of 5 years, with annual review. Subsequent extensions beyond 5 years will be subject to mutual agreement.
- c. Should one party fail to deliver on their obligations, the other party shall be entitled to terminate this agreement immediately.
- d. Notwithstanding the above, either party shall be entitled to terminate this agreement by giving a minimum of 6 months' notice to the other party.

- e. On the expiry or termination of this agreement, any future advertising contracts signed by Tongji University will be transferred to ARCASIA or its next appointed Publisher during the handover. However, Tongji University will be entitled to 50% of this future revenue.
- f. ARCASIA or its next appointed Publisher has to fulfil any outstanding subscriptions to subscribers after termination of the agreement. Tongji University will refund any outstanding subscription fees to ARCASIA or its next appointed Publisher.

5 EXCLUSIVITY

- a. ARCASIA agrees to work exclusively with co-publishers for this collaboration during the period of collaboration.

6 COUNTRY OF JURISDICTION

- a. If any dispute is not resolved by friendly consultations within [sixty (60)] days after the date such consultations were first requested by a Party, then any Party may submit the dispute to the SIAC in Singapore in accordance with its rules of arbitration procedure.
- b. The validity, interpretation and implementation of this Contract shall be governed by the laws of [the Republic of Singapore.]
- c. Financial and accounting management and auditing during the operation of the magazine shall be subject to the rules and regulations of Shanghai where the magazine is published and those of the People's Republic of China.

Signed as an Agreement

Signed for and on behalf of
Architects Regional Council Asia
(ARCASIA)

Signed for and on behalf of
The Architectural Society of China
(Co-Publisher)



(Authorised signatory)
Name: AR. RITA SOH
Designation: PRESIDENT, ARCASIA

(Authorised signatory)
Name: WANG Xiaojing
Organisation: Architectural Society of China (ASC)
Designation: Deputy Secretary General.

Signed for and on behalf of
Tongji University
(Co-Publisher)

(Authorised signatory)
Name: 周鸣浩 ZHOU Minghao
Designation: Managing Editor of A.A.

ARCASIA	Publisher
	Zhou Minghao