



AGREEMENT made as of the date of full execution by the parties hereto (the “Effective Date”), between the **International Association for Cross-Cultural Psychology**, a Florida not-for-profit corporation, with offices at Florida Tech, School of Psychology, 150 W. University Blvd, Melbourne, Florida 32901 (“Sponsor”), and **SAGE Publications, Inc.**, a Delaware corporation, with offices at 2455 Teller Road, Thousand Oaks, California 91320 (“Publisher”).

WHEREAS, Publisher owns and publishes a journal titled *Journal of Cross-Cultural Psychology* (hereinafter “Journal”), and desires to retain Sponsor to perform certain editorial services for the Publisher in connection with the preparation of the Journal for publication, and the Sponsor agrees to do so on the terms and conditions set forth in this Agreement; and

WHEREAS, Sponsor desires to be a non-exclusive sponsor of the Journal.

WHEREAS, certain capitalized terms and certain phrases used herein are defined in Article 17 hereof.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. OWNERSHIP OF THE JOURNAL.

It is understood and accepted by both parties that the Journal is solely owned by the Publisher.

2. TERM OF AGREEMENT.

2.1 The Term. The term of the Agreement (the “Term”) shall commence on January 1, 2014, and shall continue for an initial period through and including December 31, 2024, subject to earlier termination in accordance with the provisions of Article 15, and thereafter the Term will be renewed automatically for successive renewal periods of ten (10) years each unless either party gives written notice at least twelve (12) months before the end of the then current period of the Term that the Term will not be renewed and, in such event, the Term will expire and terminate at the end of the then current period.

3. EDITORIAL CONTROL, EDITORS.

3.1 Editorial Policy and Control. Sponsor shall select and appoint, in consultation with Publisher an Editorial Advisory Board, Editor as well as certain affiliate organizations (“Affiliates”), as provided in sections 3.2, 3.3, and 3.4 respectively. Sponsor, through the editorial advisory board, the Editor, and any Affiliates and in consultation with Publisher, shall determine the editorial policy and define the aims and scope of the Journal, and establish procedures and standards for acceptance of Editorial Material. The Editor will act as Sponsor’s authorized agent in exercising editorial control of the Journal and fulfilling the editorial responsibilities of Sponsor hereunder. The chairperson of the Communications and Publications Committee will be the only representative of Sponsor authorized to communicate to Publisher all controlling decisions on editorial policy and content of the Journal and to grant or deny any consent or approval of Sponsor as may be required hereunder. The Editor and Publisher mutually will prepare author submission guidelines for the Journal, which will include information regarding the manuscript submission process, editorial and legal requirements, preparation of manuscripts and illustrations, and proofreading obligations. The Editor will confer with Publisher’s personnel regarding the Journal at such times as Publisher reasonably requests.

3.2 Appointment of Editorial Board Members. Sponsor shall determine the size and composition of the Editorial Board and the term of service of its members; and shall select, appoint, and secure the services of such members and obtain each member’s authorization for the use of his or her name, likeness, biographical materials, and professional credits by Publisher on Copies of the Journal and in connection with the marketing and promotion thereof. Sponsor shall furnish Publisher with the names, addresses, and affiliations of the members of the Editorial Board as they are to be listed in the Journal, and shall promptly advise Publisher of all changes in the membership or structure of the Editorial Board.

3.3 Appointment of Editors. Sponsor shall select, appoint, and secure the services of the Editor and determine the Editor's term of service; and shall appoint successor Editor(s) in a manner so as to avoid any vacancy in the position and allow for an orderly editorial transition. The Editor, with the prior approval of Publisher and Sponsor, may select and appoint adjunct editors (e.g., associate editor, assistant editor, advisory editor, book review editor, etc.) and, from time to time, guest editors as is deemed advisable relative to the editorial requirements of the Journal. If the services of the Editor are terminated or the Editor otherwise ceases to serve prior to the expiration of his or her term of service, then Sponsor shall immediately so notify Publisher and shall use its best efforts to expeditiously select and appoint a new Editor. During periods of editorial transition, Sponsor will keep Publisher fully informed of the status of the new editorial appointment and Sponsor and Publisher will consult and cooperate with each to provide for an orderly transition.

3.4 Editor Agreements. Sponsor shall enter into a written agreement with the Editor, and with each adjunct or guest editor, that provides that:

(a) all original copyrightable works prepared by such editor for the Journal in the course of performing his or her editorial services shall be deemed specially ordered or commissioned by Publisher for the Journal and shall be considered "works made for hire" for Publisher under the Copyright Act; and the copyrights and all the exclusive rights comprised therein shall vest initially in and be owned by Publisher. To the extent, if any, that any material prepared by such editor and contained in the Journal does not qualify as a "work made for hire," or copyright or other proprietary right thereto might otherwise vest in such editor, the editor grants, assigns and transfers all such rights throughout the world exclusively and in perpetuity to Publisher, in all languages and formats, in all media now known or later conceived or developed; The Editor shall execute such documents and instruments of transfer and assignment as the Publisher may reasonably request from time to time to effectively carry out the full intent and purpose of this section; and

(b) the name, likeness, biographical materials, and professional credits of such editor may be used by Publisher on Copies of the Journal and in connection with the marketing and promotion thereof.

Upon Publisher's request, Sponsor will provide Publisher with a copy of the agreement between Sponsor and the Editor or any adjunct or guest editor.

3.5 Use of Names and Likenesses. Sponsor hereby grants to Publisher for the Term, to the extent such right is granted to Sponsor, the right to use the names, likenesses, biographical materials, and professional credits of the Editor, each adjunct or guest editor, and each Editorial Board member, on Copies of the Journal and in connection with the marketing and promotion thereof.

3.6 Editor Compensation. As between Publisher and Sponsor, Sponsor will have sole responsibility for, and shall pay when due, any and all payments of any nature whatsoever which may become due and payable to the Editor or any adjunct or guest editor in respect of editorial services rendered for the Journal, or to any editorial support staff employed or engaged by the Editor. Unless expressly agreed by Publisher in writing, Publisher shall have no monetary obligation whatsoever to the Editor or any adjunct or guest editor in respect of Publisher's exercise of its rights or otherwise hereunder; and in no event shall any editorial support staff employed or engaged by the Editor be deemed to have been employed by Publisher or engaged for the account or on behalf of Publisher.

4. SPONSOR'S GRANT OF RIGHTS.

4.1 Right to Use Trademarks. Upon the terms and conditions of this Agreement, Sponsor hereby grants to Publisher for the Term the non-exclusive license throughout the world to use the Trademarks, logos and the name of Sponsor on the cover and/or in the issues of the Journal for which Sponsor performs the Editorial Services, and in connection with the distribution, advertising, promotion of the Journal in any and all media. All other rights in and to the Trademarks and the name of Sponsor are expressly reserved.

5. PRODUCTION SCHEDULE AND SPECIFICATIONS.

5.1 Frequency of Publication. Upon the terms and subject to the conditions of this Agreement, during the Term Publisher will publish the Journal in annual volumes, each volume consisting of ten (10) issues, numbered 1 through 10, to be published in January, February, April, May, June, July, August, September,

October, and November of each Volume Year in accordance with the Production Schedule. During the initial period of the Term, Publisher will commence publication of the Journal with Volume 45, Number 1 (January 2014) and continue through and including Volume 54, Number 10 (November 2024).

5.2 Production Schedule. With respect to each volume of the Journal to be published hereunder, Publisher shall develop the Production Schedule based on an eight (8) week print production cycle and shall communicate such schedule to Sponsor.

5.3 Physical Specifications. The Journal will be published in 7" x 10" print format, and Publisher will determine, in consultation with Sponsor, the other physical specifications and cover design of the Journal.

5.4 Annual Page Budget. The Annual Page Budget for each volume of the Journal to be published hereunder shall be a maximum of one thousand six hundred sixty (1,660) Editorial Pages, and each issue of the Journal shall contain approximately one hundred sixty-six (166) pages of Editorial Material.

5.5 Additional Editorial Pages. In the event Sponsor desires to exceed the Annual Page Budget for any given volume, Sponsor will notify Publisher of the desired overage, and the parties will mutually agree to the publication of such Additional Editorial Pages. Provided that advance notice is given by Publisher of the applicable charges for the overage, Sponsor shall reimburse Publisher for each Editorial Page published in excess of the Annual Page Budget. As of the date of this Agreement, the current cost for each additional Editorial Page published in excess of the Annual Page Budget is ninety dollars (\$90.00); however, Publisher reserves the right to increase such amount during the Term to reflect an increase in Publisher's production costs.

5.6 Illustrations. Publisher will publish in the Journal, without additional charge to Sponsor or the contributors, black and white illustrations included in Contributions and submitted to Publisher in a form suitable for direct use without retouching, redrawing or reworking by Publisher, in either digital form or as "scanner-ready" artwork. At the request of the Editor, Publisher will publish in the Journal four-color images at a charge to Sponsor or the contributor of the Contribution in which such color image(s) is to be included, as Sponsor shall direct, at the per image rate of eight hundred dollars (\$800.00), if such color image is the first color page printed in an article; or two hundred dollars (\$200.00), if such color image is an additional color image printed in an article. Publisher reserves the right to increase the charges for four-color images during the Term to reflect an increase in Publisher's production costs.

6. EDITORIAL OBLIGATIONS.

6.1 Selection and Editing of Editorial Material. The Editor shall:

- (a) solicit submissions of high quality manuscripts for publication in the Journal;
- (b) review and evaluate submitted manuscripts for content and merit in accordance with the editorial policy, procedures and standards of the Journal, and accept or reject manuscripts for publication on such basis;
- (c) arrange for and supervise independent peer review of suitable manuscripts of Contributions and make, or request the contributor thereof to make, such revisions as the reviewers deem appropriate, and reject any such manuscript the Editor deems unsatisfactory;
- (d) substantively edit and proofread accepted manuscripts for technical and scientific content and accuracy, and for style, form and clarity in accordance with the editorial policies and author submission guidelines of the Journal;
- (e) review and correct page proofs of each issue of the Journal provided by Publisher, in accordance with Section 7.2; and
- (f) maintain records regarding the status of manuscripts of Contributions submitted to the Journal (e.g., acceptance/rejection rate, peer review outcome) and, if requested, provide Publisher with an annual status report.

6.2 Contributor Agreement. A Contributor Agreement, in the form attached hereto as Exhibit "A" or as otherwise approved or provided from time to time by Publisher, signed by or on behalf of all of the copyright holders of each accepted Contribution (including those contributed by the Editor) must be obtained by the Editor

and a copy of the fully executed Contributor Agreement must be delivered to Publisher together with the manuscript of such Contribution.

6.3 Permissions. If any Contribution contains copyrighted material from another source, then a Permission for such material must be obtained by the Editor and a copy thereof must be delivered to Publisher together with the manuscript of such Contribution.

6.4 Delivery of Editorial Material to Publisher. The Editor shall cause the manuscripts of the Editorial Material to be delivered to Publisher within one (1) week of acceptance to the Journal so that Publisher may facilitate online publication. The Editor shall deliver the last manuscript to be published in an issue of the Journal at least eight (8) weeks prior to the issue's mail date in accordance with the Production Schedule. For example, all manuscripts to be published in the issue of the Journal scheduled to mail July 1st must be submitted no later than May 1st, eight (8) weeks prior to the mail date.

6.5 Format of Editorial Material. The Editor shall deliver Editorial Material to Publisher in the following formats and manner, or as Publisher may otherwise advise from time to time during the Term:

(a) An electronic copy of each manuscript uploaded to the Publisher's online production-tracking system. Each manuscript shall be in English, in Microsoft Word format, and be double-spaced, with footnotes and references grouped as endnotes at the end. Complete contact information for each author and co-author shall accompany each manuscript.

(b) One (1) copy of each illustration in a form suitable for direct reproduction without requiring retouching, redrawing or reworking by Publisher, uploaded into Publisher's online production-tracking system. If digital artwork is not available, scanner-ready artwork shall be provided by a trackable shipping method.

(c) Contributor Agreements shall be delivered to the Publisher at the time manuscripts are uploaded into Publisher's online production-tracking system. Any needed Permissions shall also be delivered to the Publisher at this time.

7. PRODUCTION PROCEDURES AND PUBLICATION.

7.1 Copyediting and Composition. After receipt from the Editor, Publisher will copyedit manuscripts of Editorial Material for spelling, grammar, punctuation, and style consistent with the style and format adopted by Sponsor for the Journal; check references for style; code text for electronic delivery; prepare the manuscript and digital files for composition; and prepare artwork; typeset, format, and compose pages into page proofs.

7.2 Proofs. Publisher will transmit in digital form one (1) set of page proofs of each Contribution to the Editor and the appropriate author. The Editor shall promptly review, correct, and return all proofs to Publisher within the time provided in the Production Schedule, and shall follow up with authors who received proofs to similarly promptly review, correct, and return same to Publisher. Publisher shall be responsible for correcting all typesetting and copyediting errors in proofs. The Editor and/or an author may alter the text of Editorial Material on proofs; however, Publisher reserves the right to charge the respective party for reimbursement of the costs of making the requested textual changes. If corrected proofs are not timely returned by an author, Publisher may proceed with the publication of his or her Contribution as the Editor and Publisher mutually deem appropriate or may omit same from the intended issue of the Journal.

7.3 Publication. Publisher shall print, bind, and publish each issue of the Journal in print form in accordance with the Production Schedule and upon the terms and conditions of this Agreement, provided that all the Editorial Material for such issue is timely delivered to Publisher and corrected page proofs timely returned in accordance with the Production Schedule and Sections 6.4 and 7.2 above. All Copies of the Journal and of other materials produced by Publisher under this Agreement shall be the property of Publisher.

7.4 Business Operations and Financial Responsibility. Publisher solely shall bear the financial risks and responsibilities of publication of the Journal and the business operations and functions it has hereby undertaken to perform with respect thereto. Publisher will determine and control all matters relating to the production, manufacture, publication, distribution, promotion, advertising sales, and marketing of the Journal, subject to the terms of this Agreement, and in a manner Publisher deems appropriate to the contents and readership of the Journal and consistent with the reputation of Sponsor. Sponsor shall have no financial

obligation to Publisher with respect to the publication of the Journal except as expressly provided in this Agreement.

8. NOTICES AND COPYRIGHT ADMINISTRATION.

8.1 Copyright Registration. The Publisher is, and shall be, the sole owner of the Journal, and all copyrights therein; the Journal title and all trademarks, logos and other identifying marks associated therewith; all manufacturing materials, subscription lists, Editorial Material (other than copyrighted material used by permission) and all other materials and rights of any nature whatsoever relating to the Journal. All matters and decisions relating to the publication, advertising, promotion, pricing, distribution, sale, licensing or other disposition of the Journal, or issues thereof, shall be determined solely by the Publisher. The Publisher may register in its name any copyrights in the Journal and Editorial Material, and trademarks in the Journal title, in the United States and elsewhere, as the Publisher, in its sole discretion, considers necessary and appropriate.

8.2 Official Journal. During the Term, the Journal shall be an official journal of Sponsor. The legend: "Official Journal of the International Association for Cross-Cultural Psychology," shall be affixed to Copies of the Journal published hereunder, and may be used in catalog listings, brochures, and other promotional and marketing materials for the Journal in any format or media.

9. SUBSCRIPTIONS.

9.1 Non-Member Subscriptions. Publisher shall have the exclusive right to solicit and maintain non-member subscriptions to the Journal worldwide from individuals and institutions, as Publisher, in its sole discretion, may determine. All revenue from non-member subscription sales shall be the sole property of Publisher.

9.2 Sponsor Member Subscriptions.

(a) Benefit of Membership. During the Term, Sponsor shall provide an annual subscription to the Journal as a benefit of membership for all member categories, and Sponsor shall include in the annual membership dues Sponsor charges each of its members an amount equal to the applicable member subscription rate. Sponsor shall remit to Publisher all member subscription fees for each volume of the Journal published hereunder in the manner set forth below. Sponsor warrants that member subscribers will be individuals only; institutional subscription sales shall be made solely by the Publisher.

(b) Member Subscription Rates. The Journal shall be provided as a benefit of membership for all individual members of Sponsor at no charge.

(c) Maintenance and Delivery of Member Subscriber List. Sponsor shall maintain the Member Subscriber List during the Term. With respect to each volume of the Journal to be published hereunder, at least three (3) weeks before the mail date set forth in the Production Schedule for each issue of such volume, Sponsor, at its expense, will deliver to Publisher, or a designated printer or subscription fulfillment service as Publisher may direct, the then current Member Subscriber List, in a mutually agreeable digital form, in zip code sequence, according to Publisher's specifications for use by Publisher to generate mailing labels and fulfill Sponsor member subscriptions to such volume. Sponsor shall use reasonable efforts to assure that the information contained in the Member Subscriber List as provided to Publisher from time to time is complete, accurate, up to date, and includes the names and full mailing addresses of all then current Sponsor members. Sponsor shall be responsible for the cost of postage for issues that are returned to Publisher due to an incorrect address. The Publisher shall mail each new member subscriber the first issue within ninety (90) days of receipt of the name from Sponsor, as well as any other issues published in that volume.

9.3 Regulatory Compliance with Respect to Subscriber Contact and Personal Data. With respect to maintaining the member subscriber list and the personal data of any other subscribers or customers, Sponsor shall exercise commercially reasonable efforts, as may be required by the Canadian Anti-Spam Legislation ("CASL"), to secure appropriate consent, as required under CASL (and where possible, express written consent), from each such member subscriber or other subscriber or customer to be contacted by e-mail for such contact, and Sponsor shall additionally comply with all applicable laws and regulations with respect to its contact of existing and potential subscribers and other customers, including without limitation, all privacy and

data collection laws and regulations with respect to any contact, collection, transmission, processing, use, or other function that can result in the collection, retention or use of data and information. During the Term and for a period of three (3) years after the expiration of this Agreement, Sponsor shall keep and maintain complete and up-to-date records concerning its compliance with the terms of this Agreement including, without limitation, the requirements set forth in this section pertaining to CASL. Sponsor shall promptly make copies of the records available to Publisher upon Publisher's request. Sponsor acknowledges and agrees that Publisher does not intend to make any statement of representation that should be construed as legal advice and that Sponsor will be responsible for consulting with an attorney and/or other advisor of its choice in order to determine its responsibilities and obligations with respect to its compliance with the applicable laws and regulations, including but not limited to, CASL.

10. COMPLIMENTARY SUBSCRIPTIONS AND AUTHOR COPIES.

10.1 Complimentary Subscriptions. During each Volume Year, Publisher shall provide Sponsor, free of charge, thirty (30) annual print subscriptions to the Journal for the Editors and the members of the Editorial Boards, which Sponsor will distribute as it deems appropriate. Publisher will bulk ship copies of each issue to the offices of Sponsor or to such other destination as Sponsor may advise in writing.

10.2 Authors. Publisher will provide the primary author of each contribution with print-form copies of the issue of the Journal in which the contribution is first published so that the primary author may distribute one (1) print-form copy to each author.

11. PROMOTION AND MARKETING.

11.1 Advertisements. Publisher shall have the sole and exclusive right and responsibility for soliciting and obtaining advertising in the Journal, compatible with the professional standards and reputation of the Journal and Sponsor, and shall determine the rates to be charged therefor.

11.2 Sponsor Advertisements and Brochures.

(a) At Sponsor's request Publisher shall allow space for one (1) black and white house advertisement ("Sponsor Advertisement") in each issue, for a total of ten (10) Sponsor Advertisements per volume, for the purpose of promoting Sponsor's programs and activities. Sponsor Advertisements may not include the promotion of products, events, or activities of other organizations who are candidates for paid advertising, unless the Sponsor wishes to pay the Publisher for such advertisements.

(b) Sponsor may also run non-contractual advertisements ("Filler Advertisements") on a space-available basis. Filler Advertisements may include Run-of-Book Advertisements at no cost to the Sponsor. Filler Advertisements may also include, but not be limited to, outserts, inserts, belly bands, blow-in cards, bind-in cards, etc. The Sponsor is responsible for paying the Publisher for all costs associated with the inclusion and mailing of any filler advertisements other than Run-of-Book Advertisements. Filler Advertisements must be used to promote the Sponsor's programs and activities and may not include the promotion of products, events, or activities of other organizations who are candidates for paid advertising, unless the Sponsor wishes to pay the Publisher for such advertisements.

(c) Paid Advertisements would take priority over Sponsor Advertisements and Filler Advertisements with respect to availability and positioning.

(d) It is the responsibility of the Sponsor to reserve and provide artwork for all Sponsor Advertisements and Filler Advertisements by the published deadlines.

11.3 Abstracts. Publisher will endeavor to maintain all pre-existing abstracting and indexing agreements for the Journal.

12. ROYALTIES, EDITORIAL SUPPORT.

12.1 Royalties. In consideration for the rights granted hereunder, Publisher shall pay Sponsor, in the manner provided in Section 13.1, royalties equal to seven percent (7%) of all Net Revenue. For the purposes of this Agreement, Net Revenue means all revenue of the Journal recognized by Publisher from any and all use, exercise of rights, and other exploitation of the Journal and the Contributions, in whole or in part, alone or in

compilations, and derivative works based thereon, including, without limitation, from sales of non-member subscriptions, single issues, back issues, author reprints, bound volumes, and from the sub-licensing or other grant of any rights in and to the Journal and the Contributions. Net Revenue shall not include subscription agency fees, discounts, rebates and allowances; hosting fees; and sales, excise, value added, and similar taxes. Net Revenue shall also include earned revenue recognized by Publisher from all invoiced sales of advertising, commercial reprints, sponsored journal supplements, and bulk sales of issues, less the following: advertising agency commissions, discounts, rebates, uncollectible debt, write-offs, and sales tax. Net Revenue shall not include any member subscription fees or any amounts received by Publisher as reimbursement of its costs or expenses, such as, but not limited to, sums for excess proof alterations, additional Editorial Page charges, color page charges, and shipping charges. The royalties payable hereunder are comprehensive, and Publisher shall have no monetary obligation whatsoever to the Editor, any adjunct or guest editor, editorial staff member of the Journal, or otherwise for or in connection with this Agreement or Publisher's exercise of its rights hereunder, unless expressly agreed by Publisher in writing.

12.2 Editorial Office Support.

(a) Editorial Stipend. In respect of editorial office expenses incurred by Sponsor in preparation of the Journal, during each Volume Year of the Term, Publisher shall pay to Sponsor a non-refundable, non-recoupable, annual editorial stipend in the amount of four thousand five hundred dollars (\$4,500) payable in two (2) equal semiannual installments in the amount of two thousand two hundred fifty dollars (\$2,250) due each January and July of the applicable Volume Year. The first such stipend installment paid during the Term will be due by Jan 31, 2014 (or ten business days after full signature of this Agreement, whichever is later), and the final such stipend installment paid during the initial period of the Term will be due by July 31, 2024.

(b) Software. Publisher will provide Sponsor with reasonably acceptable manuscript tracking software for the editorial office of the Journal to track Editorial Material through the review and production process and assist the Editor in meeting the Production Schedule and planning the flow of submission of Editorial Material to Publisher.

(c) Editorial Board Fund. In respect of the annual meeting of the Editorial Board, Publisher will make available up to a total of five hundred dollars (\$500) for each such annual meeting held during the initial period of the Term. Disbursements from such fund for reimbursement of expenses shall be made by Publisher within twenty (20) days upon the submission of receipts from Sponsor.

13. ACCOUNTING AND PAYMENT.

13.1 Annual Statement of Account; Payment of Royalties. Publisher shall maintain accurate books and records of account relating to the Journal. Royalties earned hereunder will be accrued annually as of December 31st of each year. On or before April 1st, Publisher will prepare and issue an annual statement of account for the preceding calendar year, detailing Net Revenue, advances paid, and royalties earned and payable to Sponsor for such year. Payment of royalties earned in such year, less the amount of the advance paid in such year, shall be remitted to Sponsor simultaneously with such statement. Publisher's obligation to account and remit royalties hereunder shall survive for two (2) years after termination or expiration of the Term.

14. WARRANTIES AND REPRESENTATIONS; INDEMNIFICATION.

14.1 By Sponsor. Sponsor warrants and represents that:

(a) all necessary actions required to be taken by or on the part of Sponsor to authorize it to enter into this Agreement have been duly and properly taken; that it has the full power, right, and authority to enter into this Agreement, to grant the rights herein granted, and to fully perform the terms and conditions hereof; that the rights granted herein are not now subject to prior assignment, transfer or encumbrance; that this agreement does not violate any agreement or legal obligation to which Sponsor is subject; and that the person executing this Agreement on Sponsor's behalf is authorized to do so; and Sponsor will comply with any and all applicable rules, laws, regulations, court or administrative orders or decrees of any federal, provincial, local or other governmental unit that has jurisdiction in such circumstance (including, without limitation, those concerning privacy, data protection, telemarketing, such as the CAN-SPAM Act, and the Canadian Anti-Spam Legislation [CASL]); and

(b) the Editorial Material submitted to Publisher for publication in the Journal will be previously unpublished and original, except for such excerpts from works in the public domain or from previously copyrighted works as may be included with the permission of the copyright owners thereof; and will contain no material that infringes upon or violates any copyright, trademark, obligation of confidentiality, or any other right or the privacy of any third party, or material that is libelous or otherwise contrary to law, or material or matter or instructions that may cause harm or injury; and that statements contained in the Journal asserted as fact are true or based upon generally accepted professional research practices.

14.2 By Publisher. Publisher warrants and represents: that all corporate actions required to be taken by or on the part of Publisher necessary to authorize it to enter into this Agreement and to perform all terms and conditions hereof have been duly and properly taken; that it has the full power, right and authority to enter into this Agreement; that this agreement does not violate any agreement or legal obligation to which Publisher is subject; and that the person executing this Agreement on Publisher's behalf is authorized to do so.

14.3 Indemnification. Subject to the provisions of Section 14.4:

(a) By Sponsor. Sponsor shall indemnify and hold harmless Publisher, its subsidiaries and affiliates, and its and their officers, directors, employees, agents and licensees, against any Damages incurred by reason of any Claim to the extent such Claim arises from any act or omission of Sponsor under or related to this Agreement, or breach by Sponsor of any representation or warranty given by it herein.

(b) By Publisher. Publisher shall indemnify and hold harmless Sponsor, its officers, trustees, directors, employees, agents and licensees, against any Damages incurred by reason of any Claim to the extent such Claim arises from any act or omission of Publisher under or related to this Agreement, or breach by Publisher of any representation or warranty given by it herein.

14.4 Conditions for Indemnification. With respect to a Claim as to which a party believes it may be entitled to indemnification under this Article 14, the party seeking indemnification (the "Claimant") shall give prompt written notice of the existence of such Claim to the party that would be required to provide indemnification (the "Indemnitor"). The failure of the Claimant to so notify the Indemnitor shall relieve the Indemnitor from liability under this Article 14 only if, and to the extent that, such failure to notify results in the forfeiture by the Indemnitor of, or material prejudice to, rights and defenses otherwise available to it with respect to such Claim.

14.5 Defense of Claims. The Indemnitor shall have the right, upon written notice to the Claimant within twenty (20) days after receipt of a notice of a Claim pursuant to Section 14.4, to assume and control the defense of such Claim at its expense, with counsel of its choice reasonably satisfactory to Claimant; provided that the Indemnitor acknowledges and agrees that it has responsibility to indemnify the Claimant with respect to such Claim to the extent provided herein. Otherwise, the Claimant may assume and control the defense of such Claim, with counsel of its choice, and without prejudice to its right to indemnification with respect to such Claim, including, without limitation, the reasonable attorneys' fees and expense associated with such defense. Regardless of which party controls the defense of a Claim: the other party may participate and assist in the defense with counsel of its choice, at its own expense; and the parties will periodically confer regarding the defense of the Claim, provide each other with information and copies of court papers and correspondence, and reasonably assist and cooperate with each other in the defense. The party controlling the defense of a Claim will have the full authority to settle or defend the Claim, and appeal any judgment or ruling in connection therewith, subject to Section 14.6.

14.6 Settlement of Claims. (a) If the Claimant controls the defense of a Claim, it shall not compromise, settle, default on, or admit liability with respect to such Claim without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld or delayed. (b) If the Indemnitor controls the defense of a Claim, then, without the prior written consent of the Claimant, which consent shall not be unreasonably withheld or delayed, the Indemnitor shall not settle, compromise, or default on such Claim if, as a result thereof, any liability or other obligation would be created for or imposed upon the Claimant and for which the Claimant is not entitled to indemnification under this Agreement. The Indemnitor may, however, settle any Claim as it deems advisable if under such settlement the only relief is solely the payment of money damages by the Indemnitor.

14.7 Infringement Actions. If either Sponsor or Publisher becomes aware of any actual or potential infringement of a copyright in the Journal or of any trademark rights associated therewith, or of unfair competition or misappropriation, it shall promptly confer and agree on a response. If they cannot promptly agree, either party may commence proceedings, but if proceedings are commenced by a party without the written agreement of the other party regarding payment of such litigation costs and expenses and the disbursement of any recovery, the party commencing proceedings shall (unless the parties agree otherwise), pay all costs and expenses properly incurred in such proceedings. Each party shall cooperate fully with the other in connection with such proceeding. In the absence of any agreement between the parties to the contrary, any monies which are recovered shall, after reimbursement or payment of all costs and expenses (including reasonable attorneys' fees), be divided and disbursed 75% to the party prosecuting such action and 25% to the other party.

15. TERMINATION.

15.1 Default in Performance. In the event either party shall breach or default in the performance of any of its material obligations under this Agreement, the other party may terminate this Agreement by written notice upon the failure of the defaulting party to cure such breach or default within sixty (60) days after receipt of written notice setting forth in reasonable detail the nature and circumstances of such breach or default (a "default notice"); provided, however, that in the case of a breach or default which is curable but cannot reasonably be cured within such sixty (60) day period, the Term may not be so terminated if the defaulting party commences to take all reasonable curative action promptly after receipt of a default notice, in which event, the defaulting party shall advise the other party of such curative action undertaken and such sixty (60) day period shall be extended for an additional sixty (60) days during which time the defaulting party shall continue such curative action diligently and in good faith. If, after a total cure period of one hundred twenty (120) days such breach or default has not been reasonably cured, then the non-defaulting party may terminate this Agreement by written notice. Any election to terminate this Agreement shall not be exclusive of, and is in addition and without prejudice to, any other rights and remedies provided by law or in equity.

15.2 Bankruptcy. If either party: (a) makes a general assignment for the benefit of its creditors; (b) is adjudged bankrupt or insolvent, or a receiver or trustee in bankruptcy is appointed for such party, which is not discharged or terminated within sixty (60) days; or (c) becomes the subject of a bankruptcy or insolvency proceeding under United States laws, which proceeding is not discharged or terminated within sixty (60) days after commencement, then, to the extent permitted by the applicable provisions of the United States Bankruptcy Code, 11 U.S.C. §§101 *et seq.*, the other party may, at its option, terminate this Agreement upon written notice. The parties acknowledge and agree that the Journal and the Contributions are "intellectual property," as defined in §101(56) of the Bankruptcy Code.

15.3 Survival. The provisions of Article 13, Article 14, Article 15, Article 16, Article 17, and Article 18 shall survive termination of this Agreement for any reason whatsoever.

16. RESOLUTION OF DISPUTES.

16.1 Mediation. If a dispute arises from or relates to this Agreement or the breach hereof, and if the dispute cannot be settled by the parties through direct negotiation, the parties shall, in the first instance, try in good faith to settle the dispute by mediation before resorting to arbitration. The place of mediation shall be Ventura County California. The parties shall mutually select a mediator and, in the event the parties cannot agree upon a mediator, each party will chose a representative and said representatives will confer with each other and mutually select a mediator to hear the dispute. The parties shall share equally the mediation administrative costs and mediator's fees. The requirements of filing a notice of claim with respect to the dispute submitted to mediation shall be suspended until the conclusion of the mediation process.

16.2 Arbitration. If the parties' dispute is not resolved within sixty (60) days after initiation of the mediation process described in Section 16.1 above, any unresolved controversy or claim between the parties arising out of or relating to this Agreement, or breach, default, or misrepresentation with respect to any provision hereof shall be settled by a single arbitrator by arbitration administered by the American Arbitration Association under its then current Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may

be entered in any court having jurisdiction thereof. The place of arbitration shall be Ventura County, California. The arbitrator shall apply the substantive law (and the law of remedies, if applicable) of the State of California or federal law as interpreted by the U.S. federal district and appeal courts of the Ninth Circuit, applicable to the claims asserted. The arbitrator shall determine how the administrative fees and arbitrator's compensation will be allocated between the parties, and, in his or her discretion, may award the prevailing party all or part of its costs and fees. For purposes of this provision, "costs and fees" means all reasonable pre-award expenses of the arbitration, including the arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, stenographer, court costs, witness fees, and reasonable attorneys' fees.

17. DEFINITIONS.

17.1 Certain Definitions. Those terms used herein and identified with initial capital letters, whether used in the singular or in the plural, shall have the meanings ascribed to them below:

(a) "Annual Page Budget" means the maximum total number of Editorial Pages to be published in a volume of the Journal.

(b) "Claim" means any claim, demand, action, suit, or proceeding of any kind regardless of how asserted.

(c) "Contributions" mean the separate and independent original works of authorship (text plus any accompanying graphic and pictorial materials) assembled and first published in the Journal, such as articles, reviews, essays, commentaries, clinical notes, research notes, case reports, summaries, editorials.

(d) "Contributor Agreement" has the meaning specified in Section 6.2.

(e) "Copies" mean material objects in which a work is fixed by any method or process, in any form, format, and/or medium (whether or not permanently fixed in such medium), now known or later conceived or developed, and from which the work can be perceived, reproduced, or otherwise communicated (sequentially or non-sequentially) either directly or with the aid of a machine or device, including, but not limited to, all print forms and all digital, analog, optical, electronic, magnetic, laser-based, mechanical, and other machine-readable forms.

(f) "Copyright Act" means the United States Copyright Act of 1976, as amended, 17 U.S.C. §§101 *et seq.*, and the rules and regulations promulgated thereunder, as same may be hereafter amended.

(g) "Damages" means damages, losses, liabilities, charges, judgments, settlement amounts, recoveries, deficiencies, fines, penalties, interest, assessments, costs, expenses (including without limitation, reasonable attorneys' fees, disbursements, and expenses).

(h) "Editor" means the individual having final responsibility for the editorial operations, policies, and content of the Journal.

(i) "Editorial Material" means text, graphic and pictorial materials, in any form or medium, accepted or created by the Editor for publication in the Journal, i.e., title page(s), table of contents, subscription and indexing information page, Editorial Board credits, manuscripts of articles, reviews, essays, commentaries, clinical notes, research notes, case reports, summaries, editorials, abstracts, editorial notes, supplements, indexes, author submission guidelines, proceedings, letters, bibliographies, news, and announcements; and illustrations such as photographs, charts, tables, figures, drawings, graphs, or other artwork. Editorial Material shall not include paid or filler advertisements.

(j) "Editorial Pages" means composed pages of typeset and formatted Editorial Material as printed in a Journal.

(k) "Issue Allotment" means the range between the minimum and the maximum number of Editorial Pages to be published in an issue of the Journal.

(l) "Net Revenue" has the meaning specified in Section 12.1.

(m) "Permission" means a written permission, license, or other authorization from a copyright owner or his/her authorized agent, in a form acceptable to Publisher, to reprint or reproduce

his/her selected copyrighted material in a Contribution, derivative works based on the Contribution, and compilations containing the Contribution together with other works, throughout the world in all formats and media now known or later conceived or developed.

(n) “Production Schedule” means the applicable schedule of deadline dates for the completion of each stage of production, from delivery of Editorial Material to the mail date, for each issue of a volume of the Journal to be published hereunder.

(o) “Term” means the term of the licenses herein granted by Sponsor to Publisher, as specified in Section 2.1.

(p) “Volume Year” means a calendar year (January 1 through December 31) of the Term during which one volume of the Journal is to be published.

17.2 Interpretation: Other Definitions and Meanings. Article and Section headings contained herein are for convenience of reference only and shall not be deemed to be a part of, or to affect the meaning or interpretation of, this Agreement. For purposes of this Agreement:

(a) “non-member” means an individual or an entity not receiving a discounted “member” subscription rate;

(b) to “publish, distribute, sell, license, transfer, transmit, and publicly perform and display” means to do so by any method, device, or process, through any and all channels of distribution or transmission, now known or later conceived or developed, including, by transfer of material objects and by digital, analog, electronic, wireless, telephonic, cable, satellite, broadcast, computer networks, online, and/or any other means, service, or system of distribution, data transmission, or communication;

(c) “compilation” and “derivative work” have the meanings ascribed in §101 of the Copyright Act;

(d) the words “including” and “such as” are illustrative and not limiting;

(e) “this Agreement” means this Agreement and all schedules and exhibits hereto; and

(f) the words “hereof,” “herein,” “hereunder,” and “hereby” and other words of similar import refer to this Agreement as a whole.

18. GENERAL PROVISIONS.

18.1 Notices. All notices required or which may be given hereunder shall be in writing and shall be sent in any manner requiring a signed and dated receipt or equivalent record of delivery (e.g., receipted by-hand delivery; nationally recognized overnight courier service; U.S. Express Mail; U.S. certified mail, return receipt requested). A notice shall be deemed given and effective upon the date of receipt as so recorded and in the absence of such record it shall be presumed to have been delivered five (5) days after dispatch. At the time of dispatch, a courtesy copy of each notice given hereunder shall be simultaneously given by either facsimile transmission or e-mail. Notices and courtesy copies shall be sent to the parties at the respective addresses and facsimile numbers set forth below or to such other address, facsimile number, or attention of such other person, as a party may from time to time designate by notice given pursuant this provision:

To Publisher:
Attn: Bob Howard
Vice President, Journals
SAGE Publications, Inc.
2455 Teller Road
Thousand Oaks, California 91320
Fax: (805) 410-7600
e-mail: bob.howard@sagepub.com

To Sponsor:
Attn: William K. Gabrenya Jr.
Secretary-General of IAACP
International Association for Cross-Cultural Psychology
Florida Tech, School of Psychology
150 W. University Blvd.
Melbourne, Florida 32901
Fax: (321) 674-7105
e-mail: gabrenya@fit.edu

All grants or denials of any consent or approval of Sponsor as may be required hereunder, other than those relating to editorial decisions, shall be communicated to Publisher as specified by Sponsor’s representative listed

above (the “Sponsor Representative”) or any individuals designated in writing by Sponsor Representative to Publisher.

18.2 Force Majeure. Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, riots, acts of government, shortage of materials or supplies, or any other cause beyond the reasonable control of such party; provided, that the party interfered gives the other party prompt written notice of any such event or occurrence.

18.3 Consent to Communications. Sponsor provides its express consent to Publisher, its affiliates and their respective designees to contact Sponsor (including, without limitation, its personnel and other contacts made by Publisher during the course of performing its obligations and responsibilities and exercising its rights hereunder) in connection with this Agreement and/or in connection with any promotional, marketing, sales and/or any other business communication, correspondence, or matters related to Publisher or its affiliates.

18.4 Assignments. Sponsor may not transfer or assign this Agreement or assign any of its rights or delegate any of its duties and obligations hereunder without the prior written consent of Publisher, except that Sponsor may assign its right to receive payments hereunder. Any other attempted assignment or delegation by Sponsor made without Publisher’s prior consent shall be null and void. Upon full execution, this Agreement shall be binding upon and inure to the benefit of the parties hereto and, subject to the foregoing, their respective permitted assigns and successors.

18.5 Relationship of Parties. The parties to this Agreement are independent contractors providing for the licensing of valuable property rights. 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.

18.6 Modification, Waiver, Cumulative Remedies. No amendment or modification of any provision of this Agreement shall be valid or binding unless made in writing and signed by the parties hereto. The waiver of any provision or condition of this Agreement shall not be deemed to be a waiver of any other provision or condition hereof. The waiver or failure to claim any breach of any provision of this Agreement, or the delay in the exercise of any right or remedy, shall not operate or be construed as a waiver of any subsequent breach of such provision or a waiver of any breach of any other provision hereof. All remedies provided the parties either under this Agreement or at law or in equity shall be cumulative.

18.7 Severability. If any provision of this Agreement is finally found by a court of competent jurisdiction or arbitration panel to be invalid, illegal, or otherwise unenforceable, such provision shall be deemed to be severed from this Agreement and shall not affect the validity or enforceability of every other provision of this Agreement, which shall remain in full force and effect.

18.8 Governing Law. This Agreement shall be construed, interpreted, governed, and enforced in accordance with the laws of the State of California and of the United States as interpreted by the U.S. federal courts of the Ninth Circuit applicable to contracts between California residents entered into and to be performed entirely within the State of California, and without regard to its conflict of laws provisions. Subject to Article 16, each party hereby consents to the jurisdiction and venue of the courts of the State of California located in Ventura County and of the U.S. District Court for the Central District of California.

18.9 Entire Agreement. The schedules and exhibits attached to this hereto constitute integral parts of this Agreement and are incorporated herein by reference as though fully set forth. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, understandings, representations, and warranties, written or oral, between the parties in such regard.

18.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized officer, as of the date first written above.

INTERNATIONAL ASSOCIATION FOR CROSS- SAGE PUBLICATIONS, INC.
CULTURAL PSYCHOLOGY

By: _____

Name: Fons van de Vijver

Title: _____

Date: _____

EIN: _____

By: _____

Bob Howard
Vice President, Journals

Date: _____

Exhibit "A"
(as referenced in Section 5.2)

JOURNAL CONTRIBUTOR PUBLISHING AGREEMENT

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Published by SAGE Publications, Inc., 2455 Teller Road, Thousand Oaks, CA 91320 ("SAGE")

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CORRESPONDING CONTRIBUTOR: _____
"Corresponding Contributor" refers to the lead author.

CONTACT INFORMATION: _____

ALL CO-AUTHORS: _____

As used herein, the lead author and all co-authors of the Contribution are collectively referred to as "Contributors" and individually as a "Contributor."

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<Editor> (the "Editor"), c/o _____

Phone: (805) 499-0721 / Fax: (805) 499-0871 / email:

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(Please also read Section 2 of the attached "Terms of Agreement").

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By signing this Agreement, Contributors acknowledge their agreement to the preceding provisions **and** the terms and conditions stated in the attached "Terms of Agreement." Contributors represent and warrant that they have completed all information on the attached "Additional Contributor Information" accurately and thoroughly.

By signing this Agreement on behalf of all Contributors, Corresponding Contributor represents and warrants that he/she has received written permission from each Contributor to sign this Agreement on his or her behalf and to grant the exclusive license herein. Corresponding Contributor understands that he/she has the option of having each Contributor sign a separate copy of this Agreement by contacting the Editorial Office for a version of this Agreement to be signed by each Contributor and returned directly to the Editorial Office.

For Contributors:

Signed: Date:

For Employer (only required if **Work made for hire/done in the course of employment** box is checked)

Signed: Date:

Authorized Representative: Name, Title:

For SAGE Publications, Inc.:



Bob Howard, Vice President, Journals

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Additional Contributor Information

Contributors—Please complete the following two sections and return with your signed Agreement. Please attach additional pages if needed.

I. Financial Support Disclosure and Declaration of Potential Conflicts of Interest:

Contributors certify that the following given answers are a thorough and accurate representation of (a) the financial support received by each Contributor, either directly or indirectly, that relates to the Contribution or its underlying research and (b) all potential conflicts of interest of each Contributor. The following questions should be fully answered with respect to each Contributor:

- 1. Have any Contributors, either directly or indirectly, received financial support of any kind from a government, charitable, academic, or other public funding agency related to Contributor’s research or authorship of the Contribution? **Yes _____ No _____**

If “Yes,” please identify the Grant number(s) under which such funding was received: _____.

And please describe all such forms and sources of the government and/or other public funding agency support:

- 2. Have any Contributors, either directly or indirectly, received financial support, from any commercial or corporate entities (including, but not limited to pharmaceutical companies), related to Contributors’ research, authorship, or promotion of the Contribution? **Yes _____ No _____**

If “Yes,” please describe all such forms and sources of commercial/corporate financial support related to the Contribution, including, for each Contributor: (a) the name of the supporting entity, (b) the interests it represents and/or its product discussed or alluded to within the Contribution, and (c) a description of the provided support:

- 3. Do any Contributors have any commercial or financial involvements that might present an appearance of a conflict of interest related to the Contribution (e.g., employment, consulting, board membership, current patents or patent applications, or investment in entities with an interest in the Contribution or its underlying research)? Please consider the past five years as well as current and prospective involvements. **Yes _____ No _____**

If “Yes,” please identify and describe all such commercial or financial involvements:

- 4. Have any Contributors signed agreements with sponsors of the research reported in the Contribution that place any requirements, such as preventing the publication of both positive and negative results or forbidding Contributors from publishing the research without the prior approval of the sponsor, on their publication of the research findings? **Yes _____ No _____**

If “Yes,” please identify all sponsor agreements for each Contributor, including a description of any publication requirements:

- 5. Have any Contributors, directly or indirectly, had any other relationships or involvement, whether or not of a financial nature, that may have influenced, or that may give the appearance of potentially influencing, the authorship or content of the Contribution? Please consider the past 5 years as well as current and prospective involvements. **Yes _____ No _____**

If “Yes,” please describe all such support, relationships, or involvements:

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II. Additional Items:

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- 2. The Contribution contains third-party material and/or personal images requiring permission. (Please forward all permission agreements to the Editorial Office within five [5] days after signing this Agreement). **Yes _____ No _____**

TERMS OF AGREEMENT

1. Warranties; Indemnification

Contributors, jointly and severally, warrant and represent that (a) all Contributors have the full power and authority to enter into and execute this Agreement and to license the rights granted herein and that such rights are not now subject to prior assignment, transfer, or other encumbrance; (b) the Contribution is the original work of Contributors (except for copyrighted material owned by others for which written permission has been obtained), has not been previously published in any form (except for any previous public distribution of the Contribution, which has been disclosed in writing to the Editor), and has been submitted only to the Journal; (c) the Contribution and Supplemental Materials, if any, do not infringe the copyright or violate any proprietary rights, rights of privacy or publicity, or any other rights of any third party, and do not contain any material that is libelous or otherwise contrary to law; (d) all statements and presentation of data in the Contribution and Supplemental Materials, if any, asserted as factual are either true or based on generally accepted professional research practices and no formula or procedure contained therein would cause injury if used in accordance with the instructions and/or warnings included in the Contribution; and (e) any studies on which the Contribution is directly based were satisfactorily conducted in compliance with the governing Institutional Review Board (IRB) standards or were exempt from IRB requirements. In the event that any of the foregoing warranties or representations are breached, Contributors, jointly and severally, shall indemnify and hold harmless the Editor and SAGE, their affiliates, assigns, and licensees, against any losses, liabilities, damages, costs and expenses (including legal costs and expenses) arising from or resulting out of any claim or demand of any kind relating to such breach.

2. Supplemental Materials

Supplemental Materials, as used in this Agreement, means all materials related to the Contribution, but not considered part of the typeset Contribution as published in the Journal, provided to SAGE by Contributors. Supplemental Material may include, but is not limited to, data sets, audio-visual interviews and footage including podcasts (audio only) and vodcasts (audio and visual), appendices, and additional text, charts, figures, illustrations, photographs, computer graphics, and film footage. Contributors' grant of a non-exclusive right and license to SAGE for these materials in no way restricts re-publication of the Supplemental Materials by Contributors or anyone authorized by Contributors.

3. U.S. Government Works

If the Contribution is a U.S. Government work, then Contributors hereby certify that all Contributors were officers or employees of the United States Government at the time the Contribution was prepared and that the Contribution was prepared by Contributors as part of their official government duties. SAGE acknowledges that under the U.S. Copyright Act of 1976, as amended, United States copyright protection is not available for U.S. Government works, which are considered to be in the public domain in the United States. SAGE acknowledges that Contributors' execution of this Agreement documents their permission to SAGE to publish the Contribution and signifies that Contributors agree with all other terms of this Agreement, but does not convey an exclusive license to SAGE to publish the Contribution. SAGE acknowledges that contributors of U.S. Government works may not be able to accept complimentary copies of their contribution, or may only accept the complimentary copies on behalf of their employing agency, and SAGE will follow Contributors' preference with respect to providing complimentary copies.

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Each Contributor will receive credit as an author of the Contribution when it is published in the Journal; the form and placement of the credit will be determined by SAGE. Corresponding Contributor is responsible for providing the name and contact information of each Contributor to the Editor and/or SAGE in order to ensure accurate credit. Each Contributor grants SAGE and its licensees and grantees the right to use such Contributor's name, likeness, biographical information, and professional credits on copies of the Contribution and the Journal and in connection with the exercise of any other of SAGE's rights granted hereunder and in advertising, marketing, and promotion in connection therewith, and to grant such rights to any licensees or assigns of SAGE's rights hereunder.

6. Copyediting; Proofreading; Color Images

The Editor and/or SAGE may copyedit the Contribution and Supplemental Materials, if any, for clarity, brevity, accuracy, grammar, word usage, and style conformity and presentation as the Editor and/or SAGE deems advisable for production and publication in the Journal. Corresponding Contributor shall proofread proofs of the Contribution and indicate any proposed corrections or other changes and their timely return to SAGE as directed, with time being of the essence. SAGE may charge to Contributors the cost of making extensive text changes in proofs requested by Corresponding Contributor at a rate of \$2.00 per line. If corrected proofs are not timely returned, SAGE may proceed with the publication of the Contribution as it deems appropriate. In the event Contributor desires to include color images in the Contribution as published in the print edition of the Journal, Contributor shall notify Editor, and Editor will advise Contributor of any additional charges, at the Journal's then-current rate, that may apply. Color images may be included in Contribution as published in the online edition of the Journal at no charge.

7. Termination

This Agreement must be signed by or on behalf of all the copyright holders in the Contribution as a condition of publication. SAGE makes no guarantee that the Contribution will be published in the Journal. If for any reason the Contribution is not published in the Journal, then all rights in the Contribution granted to SAGE shall revert to Contributors and this Agreement shall be of no further force and effect, and neither SAGE nor Contributors will have any obligation to the other with respect to the Contribution.

8. Dispute Resolution

In the event a dispute arises out of or relating to this Agreement, the parties agree to first make a good-faith effort to resolve such dispute themselves. Upon failing, the parties shall engage in non-binding mediation with a mediator to be mutually agreed on by the parties. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, which the parties cannot settle themselves or through mediation, shall be settled by arbitration in Ventura County, California, and administered by the American Arbitration Association in accordance with its then-existing Commercial Arbitration Rules. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The parties consent to, and waive any right to object to, jurisdiction with respect to the resolution of disputes hereunder in Ventura County, California. In any legal action or other proceedings (including arbitration proceedings) between the parties, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs and expenses incurred in such action or proceeding, including without limitation, reasonable attorneys' fees and costs.

9. Governing Law

The validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of California without regard to its conflicts of laws provisions which would give rise to the application of domestic substantive law of any other jurisdiction. Subject to Section 8, each party hereby consents to the jurisdiction and venue of the courts of the State of California located in Ventura County and of the U.S. District Court for the Central District of California.

10. Counterparts; Facsimile

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 instrument. A faxed copy or other electronic copy of this Agreement shall be deemed an original.

11. Electronic Signature Authorization

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 his/her/its electronic signature is transmitted. Such signature shall be treated in all respects as having the same effect as an original handwritten signature. (Contributors are not required to conduct this transaction by electronic means or use an electronic signature, but if Contributors choose to do so, then Contributors' authorization is hereby given pursuant to this paragraph.)

12. Modification; Entire Agreement; Severability

No amendment or modification of any provision of this Agreement shall be valid or binding unless made in writing and signed by all parties. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior and contemporaneous agreements, understandings, and representations. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

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ADDENDUM "A"

Ratification

The undersigned, the "Editor" referred to in the above agreement between Sage Publications, Inc. ("Publisher") and **International Association For Cross-Cultural Psychology** ("Sponsor") dated _____ (the "Agreement"), hereby represents that he has read all of the terms and conditions of the Agreement that relate to the Editor. In consideration of, and as an inducement to the Publisher's entering into the Agreement, the Editor hereby assents to the execution of the Agreement by Sponsor and agrees to perform in accordance with and to be bound by the Agreement insofar as the Agreement relates to him.

The Editor confirms and acknowledges the provisions of paragraph 3 of the Agreement, that all copyrightable material prepared by the Editor for the Journal in the course of performing the editorial services under the Agreement and all contributions of Editorial Material written by Editor for the Journal during the term of the Agreement shall be deemed specially ordered or commissioned by the Publisher for the Journal and shall be considered works made for hire for the Publisher under the U.S. Copyright Act of 1976, as amended; accordingly, all rights comprised in the copyrights and all other legal and equitable rights in such works shall vest in, and be owned by, the Publisher. To the extent, if any, that the copyrights in such works do not vest in the Publisher as works made for hire, Editor hereby irrevocably grants, transfers and assigns exclusively to the Publisher any and all right, title, and interest throughout the world Editor may have in and to all copyrightable material prepared by Editor for the Journal in the course of performing his editorial services under the Agreement and all contributions of Editorial Material written by Editor for the Journal during the term, including, without limitation, the copyrights therein and the exclusive right to exercise and to authorize or transfer any or all of the rights comprised in such copyrights, including, to reproduce, publish, distribute, transmit, publicly display, reprint, and sell copies of such works or excerpts therefrom, and to prepare foreign language translations and other derivative works based thereon, and to do any of the foregoing in any format or medium, and by any method, device or process, now known or hereafter developed. Editor shall execute such documents and instruments of transfer and assignment as the Publisher may reasonably request from time to time to effectively carry out the full intent and purpose of this provision.

The Editor grants to the Publisher the right to use the Editor's name, likeness, biographical information and professional affiliations on the cover and/or in the issues of the Journal for which Editor performs the editorial services under the Agreement, and in connection with the distribution, advertising, promotion of the Journal.

The Editor acknowledges that the Publisher shall have no obligation to make any payment whatsoever to the Editor for or in connection with the Agreement and the Publisher's exercise of its rights thereunder, and that the Editor shall look solely to Sponsor for any and all sums which may become due and payable to him as a result of his performance of editorial services under the Agreement.

Editor

Date: _____

AGREEMENT

between

**INTERNATIONAL ASSOCIATION FOR CROSS-CULTURAL PSYCHOLOGY and SAGE
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Dated: _____ 2014

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