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   d) Termination of this Agreement for any reason shall not affect the liabilities or obligations of the parties accruing up until the date of termination.
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ii) THE INDEMNIFIED PARTY CO-OPERATING FULLY WITH THE INDEMNIFYING PARTY IN THE DEFENCE OR SETTLEMENT OF SUCH CLAIM; AND

iii) THE INDEMNIFYING PARTY HAVING SOLE AND COMPLETE CONTROL OVER THE DEFENCE OR SETTLEMENT OF SUCH CLAIM.

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c) If the dispute is not settled by mediation within sixty (60) days of the receipt of the mediation request by CEDR pursuant to clause 11(b) above, or such further period as the parties shall agree in writing, the parties irrevocably agree that any dispute arising out of or in connection with the Licence, including a dispute as to validity or existence of the Licence, and/or this clause 11, shall be resolved:

i) by binding arbitration under the London Court of International Arbitration (LCIA) Rules, which Rules are deemed to be incorporated by reference into this clause. The language of such arbitration shall be English, the arbitration shall be conducted by a single arbitrator and the seat or legal place of arbitration shall be London, England. In the event of a failure by the Parties to agree on the sole arbitrator within thirty (30) days of one party calling on the other to do so, the arbitrator shall be appointed by the LCIA, and the arbitrator shall be and shall remain independent and impartial of each party; or
ii) at the sole option of The Company of Biologists, by proceedings brought in the courts of England, which courts are to have exclusive jurisdiction.

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For The Company of Biologists Limited For [Licensee]

Name Name

Title Title

Signature Date Signature Date
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