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c) Scheduled down-time will be performed where reasonably practicable at a time to minimise inconvenience to subscribers worldwide. The Company of Biologists shall have no liability for any reasonable period of interruption to access.

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ii) Use reasonable endeavours to ensure that Authorised Users and potential Authorised Users are aware of and abide by the terms and conditions of this Licence, the Copyright Policy, the Website Terms and any other access controls of The Company of Biologists;

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iv) Undertake reasonable measures to prevent access to and improper use of Licensed Materials by unauthorised persons and take responsibility for terminating any access by Authorised Users making improper use of the Licensed Materials or unauthorised access of which it has notice or knowledge;

v) Promptly notify The Company of Biologists in the event that Licensee becomes aware of any infringement or unauthorised usage of the Licensed Materials, or breach of the terms of this Licence. In the event that Licensee becomes aware of any such infringement, breach or unauthorised use, Licensee shall co-operate in the investigation and pursuit of such infringement, unauthorised use or breach and shall use all reasonable efforts to ensure that such activity ceases and prevent reoccurrence; and

vi) Supply The Company of Biologists with complete and accurate Registration Information at all times. Licensee shall notify The Company of Biologists of any changes to the Registration Information.

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e) Licensee shall notify The Company of Biologists in the event that Licensee becomes aware of any claim by any third party that the Licensed Materials infringe the intellectual property rights of a third party.
7) **TERM**

a) The Initial Term of this Licence shall be one year from the Effective Date. Provided that the Licensee pays the then current annual subscription fee (“Renewal Fee”), either prior to the expiry of the Initial Term or prior to each anniversary thereof, (or within thirty (30) days following the expiry of the aforesaid terms as applicable) the Licence shall automatically be renewed for additional periods of one year (each a “Renewal Term”).

b) Notwithstanding the provisions of clause 7(a) above, Licensee may terminate the Licence at any time without cause on giving The Company of Biologists no less than thirty (30) days’ notice prior to the expiration of the Initial Term or any Renewal Term.

c) Payment of the Renewal Fee will indicate the Licensee’s ongoing acceptance of the terms and conditions of this Licence and the Copyright Policy for the period of the applicable Renewal Term.

d) The Company of Biologists may, from time to time, amend the fees payable for the Licence, and the Renewal Fee payable for any Renewal Term shall be the then current Renewal Fee as at the date of renewal as notified by The Company of Biologists.

e) The Company of Biologists may modify the terms of this Licence by providing Licensee notice of such modification at least thirty (30) days prior to the end of the Initial Term or any Renewal Term (as applicable). Such modifications shall take effect at the start of the subsequent Renewal Term (if any). Modifications to this Licence shall also be posted on The Company of Biologists’ web site found at www.biologists.com.

f) The Licensee shall notify The Company of Biologists if, at any time, it wishes to increase the number of Licensed Sites. The Company of Biologists shall review such request and confirm the required increase to the amount of the Initial Fee or Renewal Fee, as applicable. Once the additional fee has been received by The Company of Biologists, such additional Licensed Site(s) shall become part of and subject to the terms of this Licence, and Appendix A shall be amended accordingly.

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b) Either party may terminate this Licence by written notice with immediate effect if the other party materially breaches any of the terms and conditions of this Licence and/or the Copyright Policy and the Licence shall terminate forthwith where such breach cannot be rectified, or if it can be rectified, the Licence shall terminate where the party in breach fails to rectify such breach within sixty (60) days of receipt of the aforesaid notice stating the breach and the action required to rectify it.

c) Either Party shall be entitled to terminate this Licence by written notice with immediate effect if the other party takes, suffers or undergoes, any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction and/or if the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

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.

e) The provisions of the following clause headings shall survive termination of this Agreement for any reason: sub-clause 3(d), clause 4, this clause 8, and clauses 10, 11, and 12.

9) **CONTENT**

a) The Company of Biologists shall use reasonable efforts to ensure that the online content is equivalent to print journals, represents complete, faithful and timely replications of the print versions of such journals, and will endeavour to correct errors or omissions in accordance with its standard procedures and policies in force at the time that notification of the error is received.
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11) JURISDICTION AND DISPUTE RESOLUTION
a) This Licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

b) In the event of any claim or dispute arising out of or in connection with this Licence, including any question regarding its existence, validity or termination, the parties will first attempt to settle such claim or dispute by discussion between the Company Secretary or Director of The Company of Biologists and a Senior Executive of the Licensee (such as the Vice Chancellor if Licensee is an Institution, or a Senior Director if the Licensee is a company). In the event that the dispute is not resolved by such senior executives within thirty (30) days, the parties will then attempt to settle any such dispute between them by mediation in accordance with the Centre for Effective Dispute Resolution (“CEDR”) model mediation procedure. The mediation will take place in London, England and will be initiated by one party giving written notice to the other (“ADR”) notice requesting a mediation. A copy of that request should be sent to CEDR. Unless otherwise agreed between the parties, CEDR shall nominate a mediator.

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 ii; 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.

12) GENERAL
a) Licensee may not assign or sub-license this Licence without The Company of Biologists’ prior written consent.

b) Any notice required or admitted to be given by either party to the other hereunder shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving notice.

c) Any provision of this Licence which is held invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining terms thereof.

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f) No provision in this Agreement is intended to be enforceable by any person who is not a party to this Agreement.

g) No failure or delay by a party to exercise any right or remedy provided under this Licence or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

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For The Company of Biologists Limited
Name
Title
Signature Date

For [Licensee]
Name
Title
Signature Date
APPENDIX A

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**Description of multi-site institution:**

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Registration Information (Secure Authentication by IP addresses):

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Network Contact Name:

Network Contact Email:

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Please continue on a separate sheet if required
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