READ AND PUBLISH LICENCE AGREEMENT

THE COMPANY OF BIOLOGISTS LIMITED a company limited by guarantee (company number 00514735) whose registered office is at Bidder Building, Station Road, Histon, Cambridge CB24 9LF, UK (“The Company of Biologists”) agrees to provide electronic access to the Licensed Materials, along with rights to publish Version of Record (as defined below) articles, immediately open access under CC BY Version 4.0 terms in the Licensed Materials, to [………………..] [name of institution or company] a […………….] [type of institution or company][{with company number……..}, if applicable] whose place of business is at […………….] (“the Licensee”) subject to the terms and conditions of this licence (the “Licence”), and payment of the fees set out below. The Licence shall be effective as of 1 January 20[XX] (“Effective Date”).

1) DEFINITIONS

a) “Affiliated Users” means users affiliated with the Licensee in some capacity other than as faculty staff or students.

b) “Authorised Users” means faculty staff and students or Affiliated Users whereby they are permitted by the Licensee to access Licensee’s information services, whether from a computer or terminal on the Licensee’s secure network or offsite via a communications link to the Licensee’s secure network, as well as Library Patrons.

c) “Commercial Use” means use for the purpose of monetary reward (whether by or for the Licensee or an Authorised User) by means of the sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Materials but excluding:

   (i) use for which an Institution is entitled only to be reimbursed its costs (which may include overhead costs); and

   (ii) use of the Licensed Material in the course of research funded by a commercial or for-profit organisation.

d) “Copyright Policy” means the document set out in Appendix B, as may be amended by The Company of Biologists from time to time.

e) “Corresponding Authors” means authors who are Authorised Users other than Library Patrons who are also the corresponding author of an article published in a Licensed Title.

f) “Eligible Author” means a Corresponding Author from a Licensee of an article accepted in a Licensed Title.

g) “Funder” means the body or bodies (if any) under whose funding terms either the Open Access Article was prepared, or the work on which it is based, was carried out.

h) “Hybrid Journal” means a journal title forming part of the Licensed Material in which articles that are not Open Access Articles are published in the same issue as Open Access Articles.

i) “Library Patrons” (also known as ‘walk-in users’) are persons (other than Licensee’s faculty staff, students, and Affiliated Users) who are allowed by the Licensee to access the Licensee’s information services from computer terminals within the physical premises of the Licensee at the Licensed Site. For the avoidance of doubt, Library Patrons may be given access to the Licensed Materials by any wireless Secure Network. Library Patrons are not allowed off-site access to the Licensed Material.
“Licence Fee” means the annual fee payable during the Term, as set out in Appendix D, excluding all applicable taxes (if any), for both access to and use of the Licensed Material, and the rights to publish accepted articles in the Version of Record, immediately as an Open Access Article in a journal forming part of the Licensed Materials.

“Licensed Content” means those articles of a Licensed Title which form part of the content licensed under this Licence (including all content published during the Term, and thereafter in accordance with clause 4(d) below).

“Licensed Material” means the Licensed Content (namely published articles) forming part of the content of the Licensed Titles and all Metadata relating to Licensed Titles and Licensed Content.

“Licensed Site” means the licensed site from which Authorised Users may access the Licensed Materials onsite from a computer or terminal on the Licensee’s Secure Network located at the Licensee’s site and via which Authorised Users may access the Licensed Materials via a communications link to a valid IP address on the Licensee’s Secure Network located at such site, as specified in Appendix A.

“Licensed Title” shall mean the titles listed in Appendix C.

“Metadata” means data describing any article or research paper and includes index terms, bibliographic information, headers, references, digital object identifiers (DOIs), unique identifiers, dates, keywords, Funder information, grant identifier, author affiliations, abstracts, or any other metadata which The Company of Biologists agrees to make available to the Licensee.

“Open Access Article” means an original research paper relating to original research (and, for the avoidance of doubt, does not include review papers, commentaries, correspondence, corrections, additions, posters or any other content or material), by an Eligible Author that is accessible or submitted on the basis that it will be accessible immediately, on an open access basis under CC BY Version 4.0 terms (see Creative Commons CC-BY Terms version 4.0 at https://creativecommons.org/licenses/by/4.0/).

“Registration Information” means the IP addresses authorised by and registered with The Company of Biologists and set out in Appendix A.

“Secure Authentication” means access to the Licensed Materials by UK Access Management Federation compliant technology, Internet Protocol (“IP”) ranges.

“Secure Network” means a network or virtual network which or the relevant functionality of which is only accessible to Authorised Users by Secure Authentication. A cache server or any server or network which can be accessed by unauthorised users is not a secure network for these purposes.

“Term” shall mean [two (2)] [three (3)] years from the Effective Date.

“Version of Record” means the final typeset and edited version of the Open Access Article published in a journal forming part of the Licensed Material.

2) OPEN ACCESS PUBLISHING

a) In consideration for The Company of Biologists licensing the Licensed Materials pursuant to clause 3)(a), and agreeing to permit Eligible Authors to publish an accepted Open Access Article in the Version of Record, immediately “Open Access” in the Licensed Title with CC BY Version 4.0 terms on the basis of the terms of this Licence, the Licensee agrees to pay the Licence Fee, (and the parties acknowledge that a proportion of the Licence Fee is attributable to each of the licensing of the Licensed Materials and such rights of publication of accepted Open Access Articles).

3) LICENSED RIGHTS

a) In respect of the Licensed Site, The Company of Biologists grants to the Licensee, during the Term, subject to and in accordance with the terms of this Licence (including the Copyright Policy), a non-exclusive, non-transferable Licence (subject to payment of the Licence Fee) to access and use the Licensed Materials and to allow Authorised Users to access and use the Licensed Materials in accordance with the terms of this Licence via Secure Authentication.

b) This Licence covers access by Authorised Users from the Licensed Sites using the Registration Information.
c) Sharing of online subscriptions with unauthorised users is not allowed. The Licensee shall ensure that Authorised Users may only access the Licensed Materials via the Licensee’s Secure Network. Use via open proxies and other less than ‘Two Factor Authenticated’ proxy servers are prohibited.

In the event that Licensee requests remote access by Authorised Users other than via the Secure Network, the Licensee shall be required to notify The Company of Biologists, and if The Company of Biologists agrees to such remote access, the Licensee shall inform The Company of Biologists of the specific IP address of the proxy server and deploy two factor authentication for off-site Authorised Users, namely that each Authorised User may only access the Licensed Materials by inputting either: (i) a username and a password; (ii) a staff ID and a PIN; or (iii) an email address and a software token. Proxy servers that only require a staff ID to log in (without additional password) are not allowed for authenticating users.

d) This Licence is not intended to cover negotiated pricing for consortia use (for which a consortia Licence would be required).

e) Use of Licensed Materials. The Licensed Materials may be used by Authorised Users for the purposes of research, teaching, and private study only, and not for any Commercial Use.

f) Any use by Authorised Users of any websites operated by or on behalf of The Company of Biologists (“Websites”) shall be in accordance with the terms and conditions of the Websites set out at: http://www.biologists.com/terms-conditions/ and the Copyright and Permissions statement set out at: http://www.biologists.com/copyright-permissions/ (both of the aforesaid hereinafter referred to as “Website Terms”). In the event of any conflict between the Website Terms and the terms of this Licence, the terms of this Licence shall prevail.

4) USAGE RIGHTS, COPYING

a) Authorised Users may retrieve, display, download and print out copies of individual articles or other individual items from the Licensed Materials through use of a Secure Network but any use of the Licensed Materials shall be subject to the Copyright Policy.

b) Each copy of the Licensed Materials (or any part thereof) shall carry an appropriate acknowledgement of the authors, journal, year, volume, issue, page citation and publisher.

c) By purchasing a subscription and by using the Licensed Materials or otherwise using the journals and Websites of The Company of Biologists or any services accessible from the Websites, the Licensee is agreeing to be bound by the Copyright Policy.

d) On expiry of the Term, the Licensee shall be entitled to continue to exercise at no charge the non-exclusive licence granted in clause 3)a) above in respect of the Licensed Materials published during the Term and made available to the Licensed Site, and in respect of which Licensee paid the full subscription fee. Such continuing access shall be provided in materially the same manner in which they were provided before the expiry of the Term, save that the rights granted in this sub-clause shall cease immediately in respect of any Licensed Materials in which The Company of Biologists ceases to have the right to publish.

5) PROHIBITED USES

a) The Licensee shall use reasonable efforts to ensure that the Authorised Users are aware of the prohibitions on the use of the Licensed Materials set out in this Licence and the Licensee shall use reasonable endeavours to ensure that its Authorised Users do not breach the prohibitions set out in this Licence in respect of their access to and use of the Licensed Materials. Licensee shall be liable for any breach by Authorised Users of any of the provisions of this Licence, including but not limited to the provisions set out below.

b) Authorised Users may not:

i) Remove or alter the author’s name(s) or the publisher’s copyright notices or other means of identification or any and all disclaimers as they appear in the Licensed Materials;

ii) Systematically make print or electronic copies of multiple extracts or make multiple copies of any part of the Licensed Materials for any purpose other than that permitted by this Licence;

iii) Prepare derivative works or download, mount or distribute any part of the Licensed Material on any electronic system or network, including without limitation the Internet and the World Wide Web, other than by the Licensee’s Secure Network approved in advance by The Company of Biologists, except where expressly permitted under this Licence;
iv) Sell or resell the Licensed Materials unless The Company of Biologists has given prior written permission for the Authorised User to do so; or
v) Alter, edit, abridge or otherwise modify the Licensed Materials or any part of them for any purpose whatsoever or incorporate any part of any Licensed Materials (whether in amended or unamended form) into any other work.

c) The Licensee must seek and obtain The Company of Biologists’ permission prior to carrying out or attempting to carry out any of the foregoing uses. Email permissions@biologists.com.
d) This clause 5) shall continue to apply after termination of this Licence for any reason.

6) RESPONSIBILITIES OF THE COMPANY OF BIOLOGISTS
a) The Company of Biologists shall provide access to the Licensed Material from the Effective Date, subject to receipt by The Company of Biologists of the Licence Fee.
b) The Company of Biologists shall use reasonable efforts to provide continuous access to the Licensed Materials, seven (7) days a week, subject to scheduled maintenance and repair and unforeseen events.
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.
d) Upon request by an Eligible Author, subject to the Eligible Author executing an applicable publishing agreement, The Company of Biologists agrees to publish accepted Open Access Articles of Eligible Authors, under the following conditions:
i) all Open Access Articles shall be:
  (1) made immediately Open Access, as the Version of Record in a Licensed Title on The Company of Biologists’ website with no embargo period;
  (2) published under the terms of the CC-BY Version 4.0 licence;
  (3) deposited by The Company of Biologists on acceptance in PubMed Central.
e) The Company of Biologists will provide the Licensee with a report every six months detailing the Open Access Articles published by Eligible Authors, containing the following information:
  i) Journal Title
  ii) Article Title
  iii) Corresponding Author
  iv) Licensee Name
  v) DOI
f) For each Open Access Article, The Company of Biologists shall include details of the licensing terms applicable to such article, within the Metadata for the Open Access Article.

7) OBLIGATIONS OF LICENSEE
a) Licensee shall pay the first annual payment of the Licence Fee no later than the Effective Date, and shall pay each annual payment of the Licence Fee thereafter by no later than the applicable anniversary of the Effective Date by bank transfer or through a recognised agent.
b) The Licensee shall be solely responsible for the Licensee’s Secure Network, its compatibility with the Websites and The Company of Biologists’ network and the ability of Authorised Users to access the Licensed Material via the Licensee’s Secure Network.
c) The Licensee will:
i) Use reasonable endeavours to ensure that Authorised Users are aware of and undertake to respect and not to infringe the intellectual property rights subsisting in the Licensed Materials;
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 as requested by The Company of Biologists;
iii) Make access to the Licensed Materials available to Authorised Users only from an IP address authorised by The Company of Biologists;
iv) Adopt reasonable measures to prevent access to and improper use of Licensed Materials by unauthorised persons, and take responsibility for terminating any access to the Licensed Materials by Authorised Users making improper use of the Licensed Materials, or having unauthorised access of which the Licensee has notice or knowledge;

v) Promptly notify The Company of Biologists in the event that the 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 to prevent any 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.

d) Licensee acknowledges that The Company of Biologists is the owner or licensee of the intellectual property rights subsisting in the Licensed Materials (including but not limited to The Company of Biologists’ copyright, trade mark rights and database rights) and that other than as expressly set out in this Licence, no rights to such intellectual property rights are granted to the Licensee or Authorised Users under this Licence.

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

f) The Licensee agrees to inform Eligible Authors that the Licence is in place and that their articles can be made Open Access Articles on acceptance in a Licensed Title forming part of the Licensed Materials.

g) The Licensee shall ensure that Eligible Authors shall identify themselves as being eligible to The Company of Biologists by using an appropriate institutional email address throughout the submission process.

h) The Licensee shall use all reasonable efforts to make its authors aware that to become Eligible Authors and for the Licensee therefore to benefit most from the Licence, they should be prepared to take on the responsibilities of Corresponding Author.

i) For the avoidance of doubt, any articles published in a Hybrid Journal that are not designated as Open Access Articles will not be available to access pursuant to the CC BY Version 4.0 terms

8) PAYMENT

a) The Company of Biologists shall issue an invoice for each annual payment of the Licence Fee payable in respect of each year of the Term. The amounts invoiced for the Term shall be in accordance with the fees specified in Appendix D.

b) 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 Licence Fee. The Company of Biologists shall only grant access to such additional Licensed Site after: (i) such increase to the Licence Fee has been paid by Licensee; and (ii) Appendix A has been amended to incorporate details of the additional Licensed Site, which shall then replace the earlier version of Appendix A.

9) TERMINATION

a) The Company of Biologists shall have the right to terminate access to the Licensed Materials by any Authorised User at any time during the Term if such Authorised User infringes the copyright in the Licensed Materials or otherwise breaches the terms of this Licence, including but not limited to the provisions set out in the paragraph entitled ‘Prohibited Uses’, or the Copyright Policy.

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 Licence 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 Licence for any reason:
sub-clause 4)d), clause 5), clause 7), this clause 9), clause 14), clause 15), and clause 16).

10) **CONTENT**

   a) The Company of Biologists shall use reasonable efforts to ensure that the online version of the Licensed
   Materials is equivalent to the print journals, and represents a complete, faithful and timely replication
   of the print versions of such journals in all material respects. The Company of Biologists will endeavour
to correct any errors or omissions in accordance with its standard procedures and policies in force at
the time that notification of the error is received.

11) **EDITORIAL INDEPENDENCE**

   a) The Parties acknowledge that while the Licensee has financial obligations towards The Company of
   Biologists, that the Licensee is in no way involved with the editorial process relating to publication of
   articles.

   b) Nothing herein contained shall oblige The Company of Biologists to publish any article submitted to
   The Company of Biologists by an Eligible Author. The Licensee acknowledges that the selection of
   material to be published in the Licensed Materials is entirely at the discretion of The Company of
   Biologists. The Licensee waives any claim it may have against The Company of Biologists in the event
   that The Company of Biologists refuses or declines to publish any material (or part thereof) submitted
   by an Eligible Author.

12) **OPEN ACCESS REPORTING**

   a) The Company of Biologists shall provide the Licensee, on an annual basis, the details of the number of
   articles in each Hybrid Journal published as Open Access Articles, as a proportion of the total number
   of articles published in that Hybrid Journal.

   b) The Company of Biologists shall list the Licensee on its website and provide reasonably sufficient
   information to enable Authorised Users to benefit from its open access schemes as described in this
   Licence.

13) **SUPPLY OF ARTICLE METADATA UPON PUBLICATION**

   a) Within a reasonable time period of publication of each Open Access Article, The Company of Biologists
   shall:

   i) use all reasonable efforts to register the article's DOI with CrossRef, and inform all
   Corresponding Authors;

   ii) where available use all reasonable efforts to populate co-authors' institutional affiliation fields
   on CrossRef http://www.crossref.org/;

   iii) where available, populate funding Metadata (including the funding body grant number in
   accordance with the Open Funder Registry taxonomy (http://www.crossref.org/fundingdata)) in
   FundRef: http://ftp.crossref.org/fundref/index.html, and provide the same information via its
   APIs;

   iv) where available include all the author ORCIDs in xml copies of the Open Access Article and
   provide same information via its APIs;

   v) expose all co-author ORCIDs via the following abstracting and indexing and discovery services:
   CrossRef and Pubmed Central;

   vi) supply the Corresponding Author with an email containing the following information.

   (1) the day, month and year of acceptance;

   (2) a clear statement on what the author(s) may do with the Version of Record, including:
A. details of licensing terms for example by means of a link to the applicable Creative Commons licence. This shall include the information on which licensing terms apply to which version of the article using ALPSP-NISO standard terms;

B. any disclaimers or other statements required by The Company of Biologists in compliance with its policies for release on the open web;

C. a statement asking Corresponding Authors to forward the email to their librarian or repository manager, and all co-authors in the event that the applicable contact has not already been copied in; and

D. the article’s DOI (even if it is not yet formally registered on CrossRef, but known internally).

14) WARRANTY, DISCLAIMERS, INDEMNITY AND LIMITATION OF LIABILITY

a) THE COMPANY OF BIOLOGISTS WARRANTS THAT SO FAR AS THE COMPANY OF BIOLOGISTS IS AWARE, THE COMPANY OF BIOLOGISTS HAS THE RIGHT TO MAKE THE LICENSED MATERIALS AVAILABLE TO THE LICENSEE AND THE AUTHORISED USERS UNDER THIS LICENCE AND THAT, TO THE BEST OF THE COMPANY OF BIOLOGISTS’ KNOWLEDGE, THE USE OF THE LICENSED MATERIALS IN ACCORDANCE WITH THE TERMS OF THIS LICENCE DOES NOT INFRINGE UPON ANY COPYRIGHT, PATENT, TRADE SECRET OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY.

b) THE COMPANY OF BIOLOGISTS MAY PROVIDE AUTHORISED USERS WITH LINKS TO THIRD PARTY WEBSITES. WHERE SUCH LINKS EXIST, THE COMPANY OF BIOLOGISTS DISCLAIMS ALL RESPONSIBILITY AND LIABILITY FOR THE CONTENT OF SUCH THIRD PARTY WEBSITES. USERS AND THE LICENSEE ASSUME SOLE RESPONSIBILITY OF SUCH ACCESS TO THIRD PARTY WEBSITE AND USE OF ANY CONTENT ON SUCH WEBSITES.

c) OTHER THAN AS EXPRESSLY SET OUT ABOVE THE LICENSED MATERIALS ARE PROVIDED ON AN “AS IS” BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, OR IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOTWITHSTANDING THAT SUCH PURPOSE, USE OR CONDITIONS MAY BE KNOWN TO THE COMPANY OF BIOLOGISTS.

d) THE USE OF THE LICENSED MATERIALS IS AT THE AUTHORISED USER’S OWN RISK AND IN PARTICULAR, THE AUTHORISED USER MUST SATISFY THEMSELVES REGARDING THE ACCURACY AND VALIDITY OF ANY CONTENT.

e) ACCESS TO THE LICENSED MATERIALS MAY BE INTERRUPTED AND MAY NOT BE ERROR FREE.

f) THE LICENSEE SHALL INDEMNIFY THE COMPANY OF BIOLOGISTS AGAINST ALL CLAIMS, CAUSES OF ACTION, LOSSES, LIABILITIES AND DAMAGES (INCLUDING COSTS AND EXPENSES OF LEGAL REPRESENTATIVES) INCURRED BY THE COMPANY OF BIOLOGISTS IN DEFENDING A CLAIM ARISING FROM:

   i) ANY UNAUTHORISED USE OR DISSEMINATION OF THE LICENSED MATERIALS BY THE LICENSEE OR ANY AUTHORISED USERS; AND

   ii) ANY VIOLATION OF THIS LICENCE OR OF ANY THIRD PARTY’S RIGHTS BY THE LICENSEE OR AUTHORISED USER, INCLUDING BUT NOT LIMITED TO INFRINGEMENT OF ANY COPYRIGHT OR ANY OTHER INTELLECTUAL PROPERTY RIGHT.

    g) THE OBLIGATIONS TO INDEMNIFY CONTAINED ABOVE IN THIS CLAUSE 14) ARE SUBJECT TO:

       i) THE INDEMNIFIED PARTY PROVIDING THE INDEMNIFYING PARTY WITH PROMPT NOTICE OF ANY CLAIM OR THREAT OF CLAIM;

       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.

h) NEITHER THE COMPANY OF BIOLOGISTS NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DELIVERING THE LICENSED MATERIALS SHALL BE LIABLE TO THE LICENSEE IN CONTRACT, NEGLIGENCE OR OTHERWISE FOR:

   i) ANY DIRECT OR INDIRECT LOSS OF PROFITS, OR LOSS OF GOODWILL; OR
ii) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF THE LICENSEE’S OR ANY AUTHORISED USER’S USE OR INABILITY TO USE THE LICENSED MATERIALS OR ANY MATERIALS CONTAINED THEREIN, OR OTHERWISE.

i) TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY OF BIOLOGISTS LIMITS ITS LIABILITY UNDER THIS LICENCE TO THE VALUE OF THE LICENCE FEE PAID TO THE COMPANY OF BIOLOGISTS DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE NOTIFICATION OF A CLAIM TO THE COMPANY OF BIOLOGISTS.

j) NOTHING IN THIS LICENCE SHALL OPERATE TO LIMIT OR EXCLUDE LIABILITY FOR: (I) DEATH OR PERSONAL INJURY TO THE EXTENT THAT IT RESULTS FROM A PARTY’S NEGLIGENCE, OR THE NEGLIGENCE OF ITS EMPLOYEES OR AGENTS IN THE COURSE OF THEIR ENGAGEMENT; (II) A PARTY’S FRAUD OR FRAUD OF ITS EMPLOYEES OR AGENTS IN THE COURSE OF THEIR ENGAGEMENT; OR ANYTHING ELSE WHICH CANNOT BE LIMITED OR EXCLUDED BY LAW.

15) 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 15)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 15), shall be resolved at the sole option of The Company of Biologists either:

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) by proceedings brought in the courts of England, which courts are to have exclusive jurisdiction.

16) GENERAL

a) Licensee may not assign or sub-license this Licence or any rights granted under it 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.

d) This Licence and the Appendices constitutes the entire Licence of the parties about its subject matter and supersedes all prior communications, understandings and agreements (whether written or oral) relating to its subject matter and, except the Copyright Notice which may be updated from time to time by The Company of Biologists, and Appendix A which may be updated in accordance with clause
8)b), may not be amended or modified except by agreement in writing signed by both parties. Other than expressly set out in this Licence, each of the parties agrees that in entering into this Licence it does not rely on, and shall have no remedy in respect of, any statement, representation or warranty (whether negligently or innocently made and whether or not made in connection with the terms of this Licence) of any person (whether a party to this Licence or not). Notwithstanding the aforesaid, nothing in this clause 16)d) shall operate to limit or exclude any liability for fraud.

e) Nothing in this Licence shall constitute or imply, or be deemed to constitute or imply, any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in this Licence.

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

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.

h) The Company of Biologists shall not be liable to the Licensees or any Authorised Users for any failure and/or delay in the provision of the Licensed Materials arising as a result of any civil commotion, war, trade dispute, strike, failure of electronic or mechanical equipment or communication lines, telephone or other connectivity problems or for any other reason beyond the control of The Company of Biologists.

IN WITNESS WHEREOF, The Company of Biologists and the Licensee have caused this Licence to be executed by their duly authorised representatives as of the date set forth below.

For The Company of Biologists Limited
Name
Title
Signature
Date

For [Licensee]
Name
Title
Signature
Date
APPENDIX A

[SINGLE SITE LICENCE]

The Licence granted hereunder is a single site Licence, a “Single Site”, being the physical premises of the library or libraries operated by the Licensee at a single site. A single site is a single contiguous geographic region from within which the Licensee’s “Authorised Users” and public visitors can access the Licensed Materials over a secure network. A typical single site would have a single billing address for all subscription purchases and all physical locations accessing the Licensed Materials would be located on the same physical campus.

The Single Site licensed hereunder is as follows:

Name of library:

Address:

Contact Name:

Contact Email:

Registration Information (Secure Authentication by IP addresses)

Please answer the following questions regarding your IP addresses

1. Do any of the IP addresses to be registered relate to a Proxy Server? YES / NO
2. Do you have a minimum of Two-Factor Authentication for off-site Authorised Users in place? YES / NO

Please list your IP addresses below, annotating any Proxy Servers accordingly

PLEASE NOTE: If the Licensee maintains or provides service to users that are: (i) outside one single geographical contiguous location; and/or (ii) within related or unrelated institutions/agencies/libraries who may or may not share administrative structure, networks or IP address ranges, then the Licensee may need to obtain a multi-site Licence, and any use by the Licensee of the Licensed Materials provided under this Licence outside of the Licensed Site shall be a material breach of this Licence and The Company of Biologists reserves the right, at its sole discretion, to suspend the Licensee’s access to Licensed Materials while a multi-site Licence is put in place between the parties, or to exercise its rights granted in clause 9) of the Licence.]
The Licence granted hereunder is a multi-site Licence, a “Multi-Site Institution” being: a non-contiguous site i.e. a single institution with separate branches or departments that operate independently and may or may not share IP addresses and/or network services with the Licensee OR affiliates, partners or franchises that may or may not operate independently of the Licensee and may or may not be located on the same site and may or may not share IP addresses and/or network services with another site.

The Multi Site Institution licensed hereunder is as follows:

**Description of multi-site institution:**

**1st Site**

Name of Licensed premises:

Address of Licensed premises:

Contact Name:

Contact Email:

Registration Information (Secure Authentication by IP addresses):

Please answer the following questions regarding your IP addresses:

1. Do any of the IP addresses to be registered relate to a Proxy Server?  YES / NO
2. Do you have a minimum of Two-Factor Authentication for off-site Authorised Users in place?  YES / NO

Please list your IP addresses below, annotating any Proxy Servers accordingly.

**2nd Site**

Name of Licensed premises:

Address of Licensed premises:

Network Contact Name:

Network Contact Email:

Registration Information (Secure Authentication by IP addresses):

Please answer the following questions regarding your IP addresses:

1. Do any of the IP addresses to be registered relate to a Proxy Server?  YES / NO
2. Do you have a minimum of Two-Factor Authentication for off-site Authorised Users in place?  YES / NO

Please list your IP addresses below, annotating any Proxy Servers accordingly.

Please continue on a separate sheet if required
APPENDIX B - COPYRIGHT POLICY

Copyright and Permissions

The Licensed Materials, published by The Company of Biologists are protected by copyright. Individual articles are published under an exclusive licence obtained by The Company of Biologists from the authors of such articles, who retain copyright. Such authors are free to reproduce material from their articles in any printed book (including thesis) of which they are authors.

Unless otherwise permitted by the Licence or this Copyright Policy, or the CC BY Version 4.0 terms in respect of Open Access Articles, all parties must obtain prior written permission from The Company of Biologists before reproducing (in any form), compiling, storing, distributing, transmitting, displaying, broadcasting or using automated data mining techniques (other than as permitted by the paragraph below), or downloading programs or devices in relation to the Licensed Materials (or any part thereof) other than relating to Licensed Content contained in Open Access Articles, and such permission may be sought by accessing the Copyright Clearance Centre.

The Licensee and the Authorized Users may use Licensed Materials for text and data mining, namely downloading, extracting and indexing information from the Licensed Materials, for text and data mining purposes and mounting, loading and integrating the results of text and data mining on Licensee’s Secure Network used for the Licensee’s text and data mining systems, as well as evaluating and interpreting the text and data mining output, for access and use by Authorized Users only. Text and data mining may be undertaken only on Licensed Materials within the Licensee’s Secure Network only. Such text and data mining is permitted for internal, research purposes only and the outputs from such text and data mining may not be sold, licensed, assigned, transferred, or disposed of in any way, or otherwise disclosed to any third party.

Nothing set out here affects any rights or obligations that you may have under the Copyright Designs and Patents Act 1988 in the UK or any equivalent fair dealing or fair use provisions in other jurisdictions.

Article reproduction - Academic or Educational Use

The Company of Biologists allows librarians* to make multiple paper and electronic copies of single articles which are published by The Company of Biologists without charge, provided that the following conditions are met:

- Copying is done by a member of staff of the university;
- Copying is for distribution without profit to student members of that institution for educational purposes only; and
- Copying is from the original article

The Company of Biologists allows readers* to copy, download and print out, for private study, single articles which are published by The Company of Biologists, without permission and without charge beyond the actual cost of copying, provided the copying is done by the person requiring its use or by an employee of the institution to which he/she belongs. Electronic copies must keep the article in its original form and any extracts of articles must be retyped verbatim. They may not be placed on the public internet or linked to or from an external or third party website. All articles and extracts of articles must include the identity of the author, the title of the work and the journal from which it is extracted.

Subject to the terms of the Licence, and subject to the paragraph below, the Licensee may incorporate links to Licensed Materials in Electronic Reserves for the use by Authorised Users in the course of instruction at the Licensee’s institution, but not for Commercial Use.

- In Electronic Reserves the use is conditional upon employing persistent links to the Licensed Materials so that usage is registered on The Company of Biologists’ online platform each time a student views the work on reserve. Each link shall carry appropriate acknowledgement of the source, listing title and author of the extract, title and author of the work, and the publisher as The Company of Biologists. Links shall be deleted by the Licensee when they are no longer used for such purpose.
• “Electronic Reserves” means a collection of links to Licensed Materials (e.g. journal articles) stored on the Secure Network by the Licensee for use by students in connection with specific courses of instruction offered by the Licensee to its students.

*Note that where The Company of Biologists reproduces any material with the permission of other publishers, you must seek permission from the copyright holder before using such material in accordance with this section.

Except as expressly provided for under this Copyright Policy, all copyright and other rights of The Company of Biologists in and to the Licensed Materials are reserved.

**USAGE RESTRICTIONS Inter-library lending**

The Licensed Materials may not be used for any fee-for-service, systematic supply or distribution of the journals in any form or any similar commercial activity to anyone other than an Authorised User.

Subject to the terms of this Licence, the Licensee is permitted to supply to the user of another library in the same country as the Licensee for non-commercial use (whether by post, fax or secure intermediate electronic transmission, using Ariel or its equivalent, whereby the electronic file is deleted immediately after printing), for the purposes of research or private study, a single copy of an electronic original of an individual article forming part of the Licensed Material, subject to the following limitations:

- Licensee may fulfil occasional requests only from another library;
- For requests for copying beyond the scope of the paragraphs above, the requesting library must seek permission from The Company of Biologists and may make a request for permission directly to The Company of Biologists by sending an email to permissions@biologists.com.

If the Licensee is located in the US, the Licensee agrees to fulfil such requests in accordance with guidelines developed from time to time by the National Commission on New technological Uses of Copyright Works (CONTU guidelines).

Redistribution of the Licensed Materials to non-authorised users in electronic or digital form is not permitted unless the prior written consent of The Company of Biologists has been obtained.

**Digital preservation**

As a Silverchair affiliated publisher, The Company of Biologists supports the LOCKSS program and the CLOCKSS program, a multi-institutional, multi-publisher initiative to create a permanent web publishing and access system (www.lockss.org and www.clockss.org).

**Disclaimers**

Whilst The Company of Biologists has taken care to ensure that the information, data and other contents of the Licensed Materials are error free and up to date as at the time of writing or publishing, The Company of Biologists gives no warranties (express or implied) regarding the accuracy, completeness relevance or applicability of any of the Licensed Materials. Whilst the Licensed Materials published by The Company of Biologists are published in good faith, statements and contributions made by authors and contributors are the responsibility of such parties, and The Company of Biologists accepts no liability for any such statements or contributions.
APPENDIX C - The Company of Biologists’ subscription journal titles

The term “Licensed Titles” used in this Licence shall mean the following journals:
Development
Journal of Cell Science
Journal of Experimental Biology
APPENDIX D - Licence Fees for the Term

Year 1 - 2022 £[......] +VAT
Year 2 - 2023 £[......] +VAT
Year 3 - 2024 £[......] +VAT