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- 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.
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- p) "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/).
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- t) "Term" shall mean [two (2)] [three (3)] years from the Effective Date.
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2) OPEN ACCESS PUBLISHING

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 - 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
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- 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

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- 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.
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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 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

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- 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

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- 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.
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- 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 Biologist	s Limited	For [Licensee]	
Name		Name	
Title		Title	
Signature	Date	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.

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OR

[MULTI SITE LICENCE

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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

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