

READ AND PUBLISH LICENCE AGREEMENT

THIS AGREEMENT IS BETWEEN:

- (1) **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”) and
- (2) **(Name)** a university whose place of business is at (address) (“the Licensee”)

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 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 2024 (“Effective Date”).

IT IS AGREED AS FOLLOWS

1) DEFINITIONS

- a) In this Licence, the following terms shall have the following meanings:

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

“Authorised Users” means an individual who is authorised by the Licensee to access the 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, via Secure Authentication and who is:

- a current student registered with the Licensee (including undergraduates and postgraduates);
- an alumnus of the Licensee;
- a contractor of the Licensee;
- a member of staff of the Licensee (whether permanent or temporary, including retired members of staff and any teacher who teaches students registered with the Licensee);
- Affiliated Users; or
- Library Patrons.

“Commercial Use” means use for the purpose of earning monetary reward or generating profit (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 the Licensee 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.

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

“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.

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

“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.

“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.

“Library Patrons” (also known as ‘walk-in users’) are individuals (other than Licensee’s 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 location 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, this 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 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.

“Working Day” means a day other than a Saturday, Sunday or public holiday in England when banks in London are not open for business.

- b) Clause and Annex headings shall not affect the interpretation of this Licence.
- c) The Annexes form part of this Licence and shall have effect as if set out in full in the body of this Licence. Any reference to this Licence includes the Licence Annexes.
- d) Unless the context otherwise requires, words in the singular shall include the plural and vice versa.
- e) A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- f) Any words following the terms ‘including’, ‘include’, ‘in particular’, ‘for example’ or any similar expression shall be construed as illustrative and shall not limit the sense of the words term preceding those terms.
- g) References to web addresses in this Licence refer to the current web address, and any updated or replacement content/address of such website.

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 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 the 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. The 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;

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

vi) make any Commercial Use of the Licensed Material (in whole or in part); or

vii) provide access to and/or permit use of the Licensed Content by anyone, or transmit any part of the Licensed Material (other than Metadata) by any means to anyone, other than an Authorised User, except as otherwise may be permitted under Appendix B (including by way of inter-library lending).

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) 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, and shall pay each annual payment of the Licence Fee thereafter, in accordance with the provisions of clause 8)c) below, 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) The 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) FEES AND PAYMENT**
- a) The Licensee shall pay The Company of Biologists the Licence Fee in accordance with the amounts specified in Appendix D.
 - b) 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 in accordance with Appendix D.
 - c) The Licensee shall pay each annual payment of the Licence Fee within twenty eight (28) days of the date of an invoice issued for payment pursuant to clause 8)b).

- d) All sums specified under this Licence, unless otherwise stated, are exclusive of VAT and any other similar or equivalent taxes or duties, where applicable, and any applicable VAT will be payable in addition.
- e) The Licensee shall notify The Company of Biologists (by sending an email to the email address: subscriptions@biologists.com) if, at any time, it wishes to increase the number of Licensed Sites. The Company of Biologists shall review such request and confirm any increase to the Licence Fee. The Company of Biologists shall only grant access to such additional Licensed Sites after:
 - i) the increase to the Licence Fee (if any) has been paid by Licensee in full; 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) This Licence shall commence on the Effective Date and shall continue unless terminated in accordance with this clause 9 until the expiry of the Term.
- b) Without affecting any other right or remedy available to it, The Company of Biologists may terminate this Licence with immediate effect by giving written notice to the Licensee if the Licensee:
 - i) fails to pay any undisputed amount due under this Licence on the due date for payment and remains in default for not less than ninety (90) days after being notified in writing to make such payment;
 - ii) wilfully and repeatedly infringes, or wilfully permits Authorised Users repeatedly to infringe, the copyright in the Licensed Material; or
 - iii) has committed a breach of clause 5 (Prohibited Uses) or clause 7 (Obligations of Licensee) and fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so.
- c) Without affecting any other right or remedy available to it, The Company of Biologists may terminate access to the Licensed Materials by any Authorised User after promptly notifying the Licensee of such termination, 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, and both parties shall work together to prevent any further unauthorised use
- d) Without affecting any other right or remedy available to it, and without affecting the rights of The Company of Biologists to terminate under clause 9(b) above, either party may terminate this Licence with immediate effect by giving written notice to the other party if:
 - i) the other party commits a material or persistent breach of any term of this Licence where such breach cannot be remedied or, if such breach is remediable, fails to remedy that breach within a period of ninety (90) days after being notified in writing to do so; or
 - ii) the other party becomes insolvent, admits insolvency or a general inability to pay its debts as they become due, has appointed a receiver or administrative receiver over it or over any part of its undertaking or assets, passes a resolution for winding up other than a bona fide plan of solvent amalgamation or reconstruction, files a petition for protection under any applicable bankruptcy code, or has filed against it or becomes subject to an insolvency petition in bankruptcy or an order to that effect, or, if any step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction .
- e) On expiry or termination of this Licence for any reason and subject to any express provisions set out elsewhere in this Licence:

- i) all rights and licences granted pursuant to this Licence shall cease and the Licensee shall cease to access and use, and permit access to and use of, the Licensed Material; and
- ii) The Company of Biologists shall cease to make available Licensed Material for access and use by the Licensee and Authorised Users

provided that the Licensee may retain and use, and permit the use of, Metadata, and that copies of parts of the Licensed Material made by the Licensee or Authorised Users in accordance with this Licence may be retained, subject to the terms of clause 5 to the extent that these are applicable.

f) The provisions of the following clause headings shall survive termination of this Licence for any reason:

- i) clause 4)d);
- ii) clause 5);
- iii) clause 7);
- iv) this clause 9);
- v) clause 12);
- vi) clause 14); and
- vii) clause 17).

g) Termination or expiry of this Licence shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Licence which existed at or before the date of termination or expiry.

10) 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.

11) 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 ORCID(s) in xml copies of the Open Access Article and provide same information via its APIs;
- v) expose all co-author ORCID(s) 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).

12) 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 AND THE COMPANY OF BIOLOGISTS ACCEPTS NO LIABILITY FOR LOSS SUFFERED OR INCURRED BY THE LICENSEE OR AUTHORISED USERS AS A RESULT OF THEIR RELIANCE ON THE LICENSED MATERIAL.
- 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 AND THE COMPANY OF BIOLOGISTS ACCEPTS NO LIABILITY FOR LOSS SUFFERED OR INCURRED BY THE LICENSEE OR AUTHORISED USERS AS A RESULT OF THEIR RELIANCE ON THE LICENSED MATERIAL.
- 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 12 ARE SUBJECT TO:
- i) THE INDEMNIFIED PARTY PROVIDING THE INDEMNIFYING PARTY WITH PROMPT NOTICE OF ANY CLAIM OR THREAT OF CLAIM; AND
 - ii) THE INDEMNIFIED PARTY CO-OPERATING FULLY WITH THE INDEMNIFYING PARTY IN THE DEFENCE OR SETTLEMENT OF SUCH CLAIM.
- h) IN RELATION TO ANY CLAIM OR ACTION REFERRED TO IN CLAUSE 13)F), OR ANY OTHER CLAIM BY A THIRD PARTY OF WHICH THE COMPANY OF BIOLOGISTS BECOMES AWARE, THAT THE ACCESS TO OR USE OF ANY LICENSED MATERIAL INFRINGES ANY COPYRIGHT, THE COMPANY OF BIOLOGISTS MAY AT ITS SOLE DISCRETION, AND ON WRITTEN NOTICE TO THE LICENSEE REMOVE SUCH LICENSED MATERIAL FROM THE LICENSED MATERIAL OR OBTAIN FOR THE LICENSEE THE RIGHT TO CONTINUE ACCESSING AND USING SUCH LICENSED MATERIAL IN ACCORDANCE WITH THIS LICENCE.
- i) 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.
- j) TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY OF BIOLOGISTS LIMITS ITS LIABILITY UNDER THIS LICENCE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), FOR BREACH OF STATUTORY DUTY, OR OTHERWISE, ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, 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.
- k) 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; OR
 - 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.

13) FORCE MAJEURE

- a) Neither party shall have any liability under or be deemed to be in breach of this Licence for any failure to perform any term or condition of this Licence which result from circumstances beyond the reasonable control of such party, including civil commotion, war, trade dispute, strike, failure of electronic or mechanical equipment or communication lines, telephone or other connectivity problems, or damage to or destruction of any network facilities, failure by suppliers, strikes, flood, governmental restrictions, pandemics, epidemics, power, not arising from an act or omission of such party or its employees or contractors ('Force Majeure Event').
- b) Each party shall promptly notify the other party in writing of any Force Majeure Event which is causing delay or failure in performance of such party's obligations under this Licence, or will or is likely to do

so, including the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under this Licence, and use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

- c) Provided it has complied with clause 13)b), if a party is prevented, hindered or delayed in or from performing any of its obligations under this Licence by a Force Majeure Event ('Affected Party'), the Affected Party shall not be in breach of this Licence or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- d) If a Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 180 (one hundred and eighty) days, the party not affected by the Force Majeure Event may terminate this Licence by giving 14 days' written notice to the Affected Party.

14) 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 14)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 14), 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.

15) NOTICES

- a) Any notice required or admitted to be given by either party to the other hereunder shall be in writing and shall be delivered by hand or email or by pre-paid first-class post or other next Working Day delivery services 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, and any notice to be given by email to The Company of Biologists shall be sent to subscriptions@biologists.com.
- b) Any notice or communication shall be deemed to have been received:

- i) if delivered by hand, on signature of a delivery receipt; or
- ii) if sent by pre-paid first-class post or other next Working Day delivery service, at 9.00 am on the second Working Day after posting or at the time recorded by the delivery service; or
- iii) if sent by email, on delivery of the email (as evidenced by a delivery receipt) if delivered during working hours on a Working Day, and otherwise on the first Working Day following delivery.

c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

16) THIRD PARTY RIGHTS

- a) A person who is not a party to this Licence is not intended to have any rights to, and shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence.
- b) The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Licence are not subject to the consent of any other person, and a person who is not a party to this Licence shall not be entitled to require its consent to any amendment.

17) GENERAL

- a) The Licensee may not assign or sub-license this Licence or any rights granted under it without The Company of Biologists' prior written consent.
- b) If any provision or part-provision of this Licence is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Licence.
- c) 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)e), may not be amended or modified except by agreement in writing signed by both parties.
- d) 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 18)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 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.

18) ACCESSIBILITY COMPLIANCE

- a) The Company of Biologists provides access to Licensed Materials to the Licensee on a software platform provided by a third party (“Silverchair”). Silverchair is committed to the creation of software that meets modern accessibility expectations, by applying best practices to target level AA conformance to

Web Content Accessibility Guidelines 2.1 (WCAG 2.1) standards of the World Wide Web Consortium Web Accessibility Initiative (W3C WAI). Silverchair tests client websites for accessibility compliance using industry standard WCAG 2.1 validation software.

- b) Notwithstanding the provisions of clause 18)a) above, The Company of Biologists shall not be liable to the Licensee or any of its Authorised Users for failure of the third party's software platform from which the Licensed Materials may be accessed to comply with the Web Accessibility Guidelines 2.1 (WCAG 2.1) standards of the World Wide Web Consortium Web Accessibility Initiative (W3C WAI).

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

Name

Title

Signature

Date

SAMPLE

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 allow access to off-site Authorised Users? YES / NO
3. If so, do you have a minimum of Two-Factor Authentication for off-site Authorised Users in place, namely that each Authorised User may only access the Licensed Materials by inputting a username and password? 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 License 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.]

OR

[MULTI SITE 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 allow access to off-site Authorised Users? YES / NO
3. If so, do you have a minimum of Two-Factor Authentication for off-site Authorised Users in place, namely that each Authorised User may only access the Licensed Materials by inputting a username and password? 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 allow access to off-site Authorised Users? YES / NO

3. If so, do you have a minimum of Two-Factor Authentication for off-site Authorised Users in place, namely that each Authorised User may only access the Licensed Materials by inputting a username and password?
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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APPENDIX C - The Company of Biologists' journal titles

The term "Licensed Titles" used in this Licence shall mean the following journals:

Development

Journal of Cell Science

Journal of Experimental Biology

Disease Models & Mechanisms

Biology Open

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APPENDIX D - Licence Fees for the Term

Year 1

Year 2

Year 3

SAMPLE