

IT IS AGREED as follows:

**1 INTERPRETATION**

1.1 In the Agreement, unless the context otherwise requires the following words shall have the following meaning:

**"Agreement"** means the Standard Terms, the Term Sheet and any schedules attached hereto;

**"Applicable Law"** means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directive or requirements or notice of any regulatory body, delegated or subordinate legislation, from time to time;

**"Authorised User"** means (i) every member of the teaching and research staff employed by or otherwise accredited to the Customer whether full-time or part time; or (ii) every student enrolled or accredited to the Customer for the purposes of full-time or part-time attendance

**"Business Day"** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**"Client Data"** means the data inputted by the Client, Authorised Users, or the Publisher on the Client's behalf for the purpose of using the Publisher Services or facilitating the Client's use of the Publisher Services;

**"Client Marks"** means any and all trade marks, service marks, branding, logos, get-up or devices of the Client;

**"Client Materials"** means all content, documents, information and any abstracts, manuscripts, images, drawings, specifications, data, logos, promotional material, animations and any other materials provided by the Client (including any such materials provided by the Client's Related Persons for and on behalf of the Client) to the Publisher, including but not limited to the Client Marks;

**"Confidential Information"** means any and all confidential information in whatever form (whether written, oral, visual, electronic, magnetic or other media), however conveyed or presented, disclosed by a Party and/or its Related Persons to the other Party and/or its Related Persons concerning the business, affairs, operations, customers, prospective customers, processes, budgets, pricing policies, products, strategies, opportunities, developments, trade secrets, know-how, designs, software, personnel and suppliers of the disclosing Party or any of its holding or subsidiary companies together with all information derived by the other Party from any such information and any other information which ought reasonably be considered to be confidential or proprietary having regard to the nature of the information and the circumstances of the disclosure (whether or not it is marked "confidential");

**"Fee"** means the Fee set out in the Term Sheet;

**"Government Restriction"** means any Applicable Law or government order, rule, direction, or requirements or notice of or action taken by any regulatory body, government or public authority, including but not limited to imposing an embargo, or import restriction, quota or other restriction or prohibition, or refusal of any licence, permit or consent;

**"holding company"** and **"subsidiary"** a "holding company" and "subsidiary" as defined in section 1159 of the Companies Act 2006;

**"Intellectual Property Rights"** means any and all patents, rights in inventions, utility models, copyright and neighbouring and related rights, trade marks, service marks, trade names, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and rights to apply for and be granted renewals or extensions of, and claim priority from such rights, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

**"IP Addresses"** means those Internet protocol addresses as set out in the

Term Sheet; "Materials" means the pre-recorded videos and other materials made available by the Publisher as part of the Publisher Services;

**"Normal Business Hours"** means 9:30am – 5:30pm UK time and 9:00am – 5:00pm USA (East Coast);

**"Party"** each of the Client and the Publisher, together referred to as the "Parties".

**"Publisher Services"** has the meaning set out in the Term Sheet including the Materials;

**"Publisher Website"** means the Publisher's website at [www.masterclasses.nature.com](http://www.masterclasses.nature.com);

**"Related Persons"** means a Party's employees, officers, representatives, agents, contractors, suppliers and/or advisers;

**"Standard Terms"** means these standard terms and conditions, as set out in this document, as amended in accordance with clause 24.5;

**"Term"** means the term of the Agreement, as set out in the Term Sheet, commencing on the Commencement Date;

**"Term Sheet"** means the front term sheet incorporating these Standard Terms, which forms part of the Agreement; and

1.2 **"Webinar"** means a live-streamed training session delivered at a date and time agreed by the Parties, via the Internet. Terms defined in the Term Sheet shall have the meaning specified in the Term Sheet.

1.3 In the Agreement (except where the context otherwise requires):

1.3.1 references to legislation or Applicable Law are to that legislation or Applicable Law as amended, extended or re-enacted from time to time and includes (a) all subordinate legislation made under it from time to time; and (b) all legislation superseding legislation that formerly implemented any EU legislation notwithstanding that such new legislation may no longer implement EU Legislation;

1.3.2 reference to the singular includes a reference to the plural and vice versa;

1.3.3 unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;

1.3.4 the schedules to the Agreement are incorporated into and form part of the Agreement;

1.3.5 reference to any clause or schedule is to a clause or schedule (as the case may be) of or to the Agreement; and

1.3.6 the term "including", "include", "excluding", "exclude", "in particular" or any similar terms as used in the Agreement shall be construed as illustrative only and shall not limit the sense of the words preceding and without limiting, respectively, the generality of any description preceding such term.

1.4 Headings are for convenience only and shall not affect the interpretation of these Standard Terms.

1.5 The Agreement shall be binding upon, and enure to the benefit of, the Parties and their respective personal representatives, successors and permitted assignees, and references to any Party shall include that Party's personal representatives, successors and permitted assignees.

**2 APPLICATION OF THESE STANDARD TERMS**

2.1 These Standard Terms and the terms set out in the Term Sheet are the only conditions upon which the Publisher is prepared to deal with the Client and they shall govern the Agreement to the entire exclusion of all other terms and conditions.

2.2 No terms or conditions (other than these Standard Terms and those set out in the Term Sheet) endorsed upon, delivered with or contained in any other document (whether or not any such document is referred to in the Agreement) or any other terms that the Client seeks to impose or incorporate will form part of the Agreement.

2.3 Each Term Sheet shall be deemed to be an offer by the Client to purchase the Publisher Services subject to these Standard Terms and the Term Sheet shall be deemed to be accepted by the Publisher on the earlier of the

Publisher giving written notice of acceptance or any act by the Publisher consistent with fulfilling the Term Sheet.

- 2.4 By signing the Term Sheet the Client confirms that it accepts these Standard Terms and that it agrees to comply with them.
- 2.5 The Publisher recommends that the Client prints a copy of these Standard Terms for future reference.

**3 PAYMENT**

- 3.1 In consideration of the Publisher Services, the Client shall pay the Fees, together with any applicable VAT and any interest payable under clause 3.4, to the Publisher.
- 3.2 The Publisher shall invoice the Client for the Fees together with any applicable VAT and any interest payable, and the Client shall pay all invoices, in cash or cleared funds, within thirty (30) days following the date of such invoice.
- 3.3 The Client shall pay all invoices without deduction, whether by way of set-off, counterclaim, discount, abatement or otherwise unless required by law.
- 3.4 If the Client fails to make any payment due to the Publisher under the Agreement then the Publisher may charge the Client interest on the overdue amount at the rate per annum of 4% over the base lending rate of Barclays Bank PLC on the date on which the payment becomes overdue. Such interest shall accrue daily from the date on which the invoice should have been paid under clause 1.1 until the date of actual payment of the overdue amount, whether before or after judgment.
- 3.5 All Fees and prices are exclusive of any excise, sales, transfer or other taxes and duties imposed by governmental authorities. The Client shall bear all excise, sales, transfer or other taxes and duties imposed by governmental authorities under the Agreement.
- 3.6 The Client must make all payments under the Agreement free from any deduction or withholding for or on account of any excise, sales, transfer or other taxes and duties imposed by governmental authorities. If the Client is required by law to make any such deduction or withholding, it shall:
  - 3.6.1 pay to the Publisher any additional amount as may be necessary to ensure that the Publisher receives the full amount of the relevant payment as if that deduction or withholding had not been made; and
  - 3.6.2 supply promptly to the Publisher evidence satisfactory to Publisher that it has accounted to the relevant authority for the deduction or withholding.

**4 PUBLISHER SERVICES**

- 4.1 The Publisher shall, during the Term, provide the Publisher Services and make the Materials available to the Client via the Publisher Website or other website specified to the Client on and subject to the terms of the Agreement.
- 4.2 The Publisher will, as part of the Publisher Services and at no additional cost to the Client, provide the Client with reasonable email and telephone support during Normal Business Hours or as otherwise indicated.
- 4.3 The Publisher may amend, edit or remove any materials (including but not limited to the Materials) from the Publisher Website, at any time, without prior notice to the Client.

**5 SERVICE SUBSCRIPTIONS**

- 5.1 Subject to the restrictions set out in this clause 5 and the other terms and conditions of the Agreement, the Publisher hereby grants to the Client a non-exclusive, non-transferable right to permit the Authorised Users to use the Publisher Services during the Term solely for the Client's internal business operations.
- 5.2 The Client undertakes that:
  - 5.2.1 only Authorised Users will have access to the Service.
  - 5.2.2 if it is revealed that any password has been provided to any individual who is not an Authorised User, then without

prejudice to the Publisher's other rights, the Client shall promptly disable such passwords and the Publisher shall not issue any new passwords to any such individual; and

- 5.2.3 if it is revealed that the Client has underpaid Fees to the Publisher, then without prejudice to the Publisher's other rights, the Client shall pay to the Publisher an amount equal to such underpayment as calculated in accordance with the prices specified within the Term Sheet within 10 working days of the date of the relevant audit.

- 5.3
  - 5.3.1 The Client shall not (and shall procure that its representatives shall not) access, store, distribute or transmit any Viruses, or any material during the course of its use of the Publisher Services that: is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
  - 5.3.2 facilitates illegal activity;
  - 5.3.3 depicts sexually explicit images;
  - 5.3.4 promotes unlawful violence;
  - 5.3.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
  - 5.3.6 in a manner that is otherwise illegal or causes damage or injury to any person or property;
  - 5.3.7 and the Publisher reserves the right, without liability or prejudice to its other rights to the Client, to disable the Client's access to any material that breaches the provisions of this clause.
- 5.4 The Client shall not (and shall procure that the Authorised Users shall not):
  - 5.4.1 except as may be allowed by any Applicable Law which is incapable of exclusion by agreement between the Parties:
    - a) and except to the extent expressly permitted under the Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Publisher's software (as applicable) in any form or media or by any means; or
    - b) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Publisher's software; or
  - 5.4.2 access all or any part of the Publisher Services in order to build a product or service which competes with the Publisher Services; or
  - 5.4.3 use the Publisher Services to provide Publisher Services to third parties; or
  - 5.4.4 subject to clause 18.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Publisher Services available to any third party except as set out in the Agreement, or attempt to obtain, or assist third parties in obtaining, access to the Publisher Services, other than as provided under this clause 5; and
- 5.5 The Client shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Publisher Services and/or the Materials and, in the event of any such unauthorised access or use, promptly notify the Publisher.
- 5.6 The rights provided under this clause 5 are granted to the Client only, and shall not be considered granted to any subsidiary or holding company of the Client.

**6 WEBINARS**

- 6.1 The Client shall be responsible for all local logistics and audio-visual equipment in order for Authorised Users to access each Webinar, and for

- all fees and expenses associated with the foregoing.
- 6.2 The Client shall be responsible for promoting, monitoring and coordinating Authorised User registration.
  - 6.3 Only Authorised Users are permitted to attend each Webinar up to a maximum of 100 attendees.
  - 6.4 Broadcasting or streaming of a Webinar by any Authorised User is not permitted.
  - 6.5 The Publisher shall determine the agenda and trainers for each Webinar.
  - 6.6 The Publisher shall use reasonable endeavours to ensure each Webinar takes place at the advised date and time.
  - 6.7 The Publisher may postpone a Webinar:
    - 6.7.1 no less than two (2) weeks prior to the date of the Webinar for any reason upon notice to the Authorised Users that have registered for the Webinar; or
    - 6.7.2 at any time due to a Force Majeure Event or technical issues outside of its control,
 without liability to the Client.
  - 6.8 The Client may request the postponement of a Webinar by giving two (2) weeks' notice in writing to the Publisher, but may not postpone or cancel any Webinar in any other circumstances without forfeiting and/or remaining liable for payment of the Fee in respect of such postpones and/or cancelled Webinar.
  - 6.9 In the event the Client gives less than two weeks' notice of postponement, or if the Client cancels the Webinar, no refund shall be due to the Client.
  - 6.10 The date of the Webinar must be mutually agreed between both Parties; with a minimum notice period of 8 weeks, unless otherwise advised.
  - 6.11 In the event of a postponement in accordance with clause 6.5 or 6.6, the Publisher shall mutually agree a new time and date for the Webinar with the Client.
  - 6.12 All Webinars purchased by the Client as specified on the Term Sheet shall be broadcast before the expiry of the Term.

## 7 CLIENT DATA

- 7.1 The Client shall own all right, title and interest in and to all of the Client Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Client Data.
- 7.2 In the event of any loss or damage to Client Data, the Client's sole and exclusive remedy shall be for the Publisher to use reasonable commercial endeavours to restore the lost or damaged Client Data from the latest back-up of such Client Data maintained by the Publisher. The Publisher shall not be responsible for any loss, destruction, alteration or disclosure of Client Data caused by any third party (except those third parties sub-contracted by the Publisher to perform Publisher Services related to Client Data maintenance and back-up).
- 7.3 The Publisher shall, in providing the Publisher Services, comply with its Online Privacy Notice relating to the privacy and security of the Client Data available at <https://masterclasses.nature.com/pages/npg-online-privacy-notice-masterclasses> or such other website address as may be notified to the Client from time to time, as such document may be amended from time to time by the Publisher in its sole discretion.
- 7.4 If the Publisher processes any personal data on the Client's behalf when performing its obligations under the Agreement, the parties record their intention that the Client shall be the data controller and the Publisher shall be a data processor and in any such case:
  - 7.4.1 the Client acknowledges and agrees that the personal data may be transferred or stored outside the EEA or the country where the Client and the Authorised Users are located in order to carry out the Publisher Services and the Publisher's other obligations under the Agreement;
  - 7.4.2 the Client shall ensure that the Client is entitled to transfer the relevant personal data to the Publisher so that the Publisher may lawfully use, process and transfer the personal data in

- 7.4.3 accordance with the Agreement on the Client's behalf; the Client shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation; and
- 7.4.4 each Party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

## 8 THIRD PARTY PROVIDERS

- 8.1 The Client acknowledges that the Publisher Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. The Publisher makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Client, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Client and the relevant third party, and not the Publisher. The Publisher recommends that the Client refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. The Publisher does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Publisher Services.

## 9 PUBLISHER'S OBLIGATIONS

- 9.1 In consideration of the payment of the Fee and Client's compliance with the terms of the Agreement, the Publisher undertakes that the Publisher Services will be performed substantially in accordance with the Term Sheet and with reasonable skill and care.
- 9.2 The undertaking at clause 9.1 shall not apply to the extent of any non-conformance which is caused by use of the Publisher Services contrary to the Publisher's instructions, or modification or alteration of the Publisher Services by any Party other than the Publisher or the Publisher's duly authorised contractors or agents. If the Publisher Services do not conform with the foregoing undertaking, Publisher will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Client with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Client's sole and exclusive remedy for any breach of the undertaking set out in clause 9.1. Notwithstanding the foregoing, the Publisher:
  - 9.2.1 does not warrant that the Client's use of the Publisher Services will be uninterrupted or error-free; or that the Publisher Services and/or the information obtained by the Client through the Publisher Services will meet the Client's requirements; and
  - 9.2.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Client acknowledges that the Publisher Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 9.3 The Agreement shall not prevent the Publisher from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or Publisher Services which are similar to those provided under the Agreement.
- 9.4 The Publisher warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under the Agreement.
- 9.5 The Publisher acknowledges and agrees that the Client may only print those materials as expressly identified as printable from the Publisher Website.

**10 CLIENT'S OBLIGATIONS**

- 10.1 The Client shall:
- 10.2 provide the Publisher with:
- 10.2.1 all necessary co-operation in relation to the Agreement; and
  - 10.2.2 all necessary access to such information as may be required by the Publisher;
- in order to provide the Publisher Services, including but not limited to Client Data, security access information and configuration Publisher Services;
- 10.3 comply with all Applicable Laws and regulations with respect to its activities under the Agreement;
- 10.4 carry out all other Client responsibilities set out in the Agreement in a timely and efficient manner. In the event of any delays in the Client's provision of such assistance as agreed by the parties, the Publisher may adjust any agreed timetable or delivery schedule as reasonably necessary;
- 10.5 ensure that the Authorised Users use the Publisher Services and the Materials in accordance with the terms and conditions of this Agreement and shall be responsible for any breach of the Agreement by the Publisher's representatives;
- 10.6 obtain and shall maintain all necessary licences, consents, and permissions necessary for the Publisher, its contractors and agents to perform their obligations under the Agreement, including without limitation the Publisher Services;
- 10.7 at all times comply with (and procure its representatives compliance with) the Publisher Website terms of use, including but not limited to, <https://masterclasses.nature.com/pages/npg-terms-of-use-masterclasses>; and
- 10.8 be solely responsible for procuring and maintaining its technology is compatible with the Publisher's network and network connections and telecommunications links from its systems to the Publisher's systems, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Client's network connections or telecommunications links or caused by the internet.

**11 INTELLECTUAL PROPERTY RIGHTS**

- 11.1 Except as expressly set out in the Agreement, nothing in the Agreement shall confer any rights, title or interest in or to any Intellectual Property Rights in:
- 11.1.1 any website owned or controlled by the Publisher (including without limitation the Publisher Website, any domain name owned or controlled by the Publisher) or any part of either of them onto the Client or confer on it any licence or right to use any Intellectual Property Rights of the Publisher, all of which rights are reserved exclusively by the Publisher absolutely; and
  - 11.1.2 the Materials, all of which rights are reserved exclusively by the Publisher absolutely.
- 11.2 The Client may:
- 11.2.1 make the Intellectual Property Rights in the Publisher Services accessible directly or remotely to the Authorised Users for their private study purposes via the Client's local area network system of connected computers, the IP address which is set out on the Term Sheet;
  - 11.2.2 create a hypertext link to any part of the Publisher Services, provided that no person other than an Authorised User may use such hypertext link.
- 11.3 Subject to clause 11.1, the Client shall not be entitled to reproduce any aspect of the Intellectual Property Rights in the Publisher Services.
- 11.4 The Client shall not:
- 11.4.1 make any part of the Publisher Service available to, or use the Publisher Services for the benefit of, any person other than the individuals authorised to as part of the Agreement;
  - 11.4.2 [include the Materials in course-packs or virtual learning environments];

- 11.4.3 sell, resell, license, sub-license, distribute, rent or lease any of the Publisher Services or include any of the Publisher Services in a service bureau or outsourced service offering;
  - 11.4.4 use the Publisher Service to process, transmit or store infringing, offensive, libellous or otherwise unlawful content or materials;
  - 11.4.5 disrupt the integrity or performance of the Publisher Service or any of the Publisher's IT systems or networks;
  - 11.4.6 permit use of the Publisher Services which circumvents a usage limit set out in the Agreement;
  - 11.4.7 reverse engineer or decompile the software provided as part of the Publisher Services;
  - 11.4.8 copy or distribute content made available as part of the Publisher Services; or
  - 11.4.9 access any Publisher Service in order to develop a competing service.
- 11.5 The Client shall not:
- 11.5.1 copy, broadcast, make available to the public, record, store (in any medium), transmit, show or play in public, adapt or change in any way the Materials (or any part of them) for any purpose,
  - 11.5.2 use any of the Publisher's rights, logos or trade marks, service marks or brand names (whether registered or unregistered) for any purpose,
- except with the Publisher's prior written consent.
- 11.6 The Client hereby grants to the Publisher a non-exclusive, royalty-free, perpetual licence to use the Client Mark(s) in its performance of the Publisher Services, in the Materials and in respect of the Publisher's general marketing and/or advertising campaigns.
- 11.7 The Client will notify the Publisher immediately of infringements that come to the Client's notice and the Client agrees to co-operate with the Publisher as appropriate to stop further abuse should it occur.

**12 WARRANTIES, REPRESENTATIONS AND INDEMNIFICATION**

- 12.1 The Client warrants, represents and undertakes that:
- 12.1.1 it has, and will continue to hold, all consents, authorisations, licences, permissions and regulatory approvals necessary to enter into the Agreement, undertake its obligations as set out herein and grant the rights granted hereunder;
  - 12.1.2 in performing its obligations under the Agreement, it will comply with all Applicable Laws and Government Restrictions.
- 12.2 The Client shall, indemnify and keep indemnified the Publisher in full and hold it harmless on demand from and against any and all losses (including any direct, indirect or consequential losses, loss of profit and loss of reputation), claims, damages, liabilities, fines, interest, penalties, costs, charges, expenses, demands, legal and other professional costs (calculated on a full indemnity basis) incurred by, awarded against, suffered by or agreed to be paid by the Publisher arising out of or in connection with the Client's breach of clause 12.1 and in respect of any actual or alleged infringement of any Intellectual Property Rights of the Publisher (including but not limited to its breach of clause 11.5).

**13 LIABILITY**

- 13.1 Subject to clauses 12.2 and 13.3, under no circumstances shall either Party be liable to other for any of the following, whether in contract, tort (including negligence) or otherwise:
- 13.1.1 any indirect, special or consequential losses;
  - 13.1.2 loss of revenue or anticipated revenue;
  - 13.1.3 loss of savings or anticipated savings;
  - 13.1.4 loss of business opportunity;
  - 13.1.5 loss of wasted expenditure; or
  - 13.1.6 direct or indirect loss of profits or anticipated profits.

- 13.2 Subject to clauses 13.1 and 13.3, each Party's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement (excluding Client's obligation to pay the Fees) shall be limited to the total amount paid or payable by Client to the Publisher during the calendar year in which the liability arose.
- 13.3 Nothing in the Agreement shall limit, exclude or restrict the liability or remedy of either Party to any extent for:
- 13.3.1 death or personal injury caused by the negligence of that Party;
  - 13.3.2 fraud or fraudulent misrepresentation committed by or on behalf of that Party;
  - 13.3.3 any indemnity given by either Party pursuant to the Agreement; or
  - 13.3.4 any act, omission or other matter for which may not be excluded or limited under Applicable Law.
- 13.4 If the Publisher's performance of its obligations under the Agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees; the Publisher shall not be liable for any liabilities, losses, costs, charges or expenses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay.
- 13.5 Please note that receiving the Publisher Services in no way implies that any article written by the Client and/or its representatives will be selected for peer review or accepted by the Publisher or any third party for publication. The Publisher does not and will not intervene in manuscript selection by journal editors. The editorial decisions of any journal editor are discretionary and based on the quality and suitability of a manuscript for that journal and as such are entirely independent of the Publisher.
- 13.6 The Client acknowledges and agrees that the Publisher does not:
- 13.6.1 review the substance of any content submitted to it;
  - 13.6.2 guarantee the results of the Services; or
  - 13.6.3 represent, warrant or guarantee that the Services will result in publication of any particular paper or scholarly work of the Client or its Authorised Users.
- 13.7 Any edits or comments that depend on an editor's technical interpretation are suggestions to promote further consideration, but they should not be used as the sole basis for important decisions such as journal submission, manuscript rewriting or the initiation of further experimental work - these decisions should be based on careful consideration by the author(s) and, if required, advice from independent technical experts.
- 13.8 The Publisher Services are provided for reference purposes only and are not intended, nor should they be used, as a substitute for professional advice or judgment.
- 13.9 Whilst reasonable endeavours are made to keep the Publisher Services up to date, the Client acknowledges and agrees that the Publisher has no obligations in respect of the accuracy if or any errors in the Publisher Services.
- 14 TERM AND TERMINATION**
- 14.1 The Agreement shall commence on the Commencement Date and (unless terminated earlier by either Party in accordance with the terms of clause 14.2 or by the Publisher in accordance with clause 14.4) shall continue in force for the Term.
- 14.2 Without prejudice to any rights that have accrued under the Agreement or any of its rights or remedies, the Agreement may be terminated by either Party with immediate effect by giving written notice if:
- 14.2.1 the other Party fails to pay any amount due under the Agreement on the due date for payment and remains in default for more than ten (10) days after being notified in writing to make such payment;
  - 14.2.2 the other Party commits a material breach of the Agreement and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so, or the other Party commits a material breach of the Agreement which is incapable of remedy;
  - 14.2.3 the other Party repeatedly breaches any of the terms of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Agreement; or
  - 14.2.4 the other Party ceases to do business, becomes unable to pay its debts when they fall due, becomes insolvent, has a receiver, manager, administrator, administrative receiver or similar officer appointed in respect of the whole or any part of its assets or business, makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt, an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction) or enters into liquidation whether compulsorily or voluntarily.
- 14.3 Without affecting any other right or remedy available to it, the Publisher may terminate the Agreement on giving not less than 1 months' written notice to the Client.
- 14.4 The Purchaser may, without prejudice to any rights that have accrued under the Agreement or any of its rights or remedies, terminate the Agreement immediately on the Client's breach of clause 12.1.
- 15 CONSEQUENCES OF TERMINATION**
- 15.1 All rights and licences granted by one Party to the other hereunder shall terminate upon termination or expiry of the Agreement, except as otherwise set out expressly in the Agreement.
- 15.2 The accrued rights, remedies, obligations and liabilities of the Parties as at termination or expiry of the Agreement shall not be affected or prejudiced by any such expiry or termination of the Agreement, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.
- 15.3 Clauses which expressly or by implication are intended to come into or continue in force on or after the expiry or termination of the Agreement, shall remain in full force and effect following termination or expiry of the Agreement including, without limitation, clauses 3, 11, 12, 13, 15, 17, 19, 20, 21, 22 and 24
- 16 FORCE MAJEURE**
- 16.1 If either Party is delayed or prevented in the performance of any of its obligations under the Agreement, by an event, circumstance or cause beyond its reasonable control which, by its nature, could not have been foreseen or, if foreseeable, was unavoidable that Party shall not be liable to the other Party or be in breach for the delay or prevention in performing any of its obligations under the Agreement and the time for performance of the affected obligation shall be extended by such period as is reasonable to enable that Party, using all reasonable endeavours, to perform that obligation.
- 16.2 If the performance of any of the Publisher's obligations under the Agreement is delayed or prevented as described in clause 16.2 for a continuous period of two (2) months, either Party may terminate the Agreement, without liability to the other Party, by giving notice to the other Party.
- 17 CONFIDENTIALITY**
- 17.1 Neither Party may make an announcement or press release concerning the subject matter of the Agreement without the prior consent of the other Party.
- 17.2 Each Party shall at all times (during the Term of the Agreement or following its expiry or earlier termination):
- 17.2.1 except as permitted by clause 17.3, keep the Confidential Information confidential and shall not disclose any

Confidential Information to any other person other than with the prior written consent of the other Party; or

- 17.2.2 use any of the other Party's Confidential Information for any purpose other than to perform its obligations and/or exercise its rights under the Agreement.
- 17.3 Each Party may disclose Confidential Information:
  - 17.3.1 to its Related Persons but only to the extent they need to know such Confidential Information to enable that Party to perform its obligations and/or exercise its rights under the Agreement. The disclosing Party shall procure that such Related Persons only use the information for that purpose, knows the information is confidential and does not disclose the information. Each Party shall be responsible for any failure of its Related Persons to observe the obligations in this clause 17 as though it were a breach of this clause 17 committed by that Party; and
  - 17.3.2 as required by Applicable Law.

## 18 ASSIGNMENT

- 18.1 The Agreement may not be assigned by either Party in whole or in part without the prior written consent of the other Party, except that either Party without such consent may assign the Agreement and its rights and obligations hereunder to any of its holding company (and each of its subsidiaries) or subsidiary companies or any successor in interest (whether by merger, acquisition, asset purchase or otherwise) to all or substantially all of the business to which the Agreement relates.
- 18.2 The Publisher shall be entitled to sub-contract any of its obligations under the Agreement without requiring the prior consent of the Client.
- 18.3 The Publisher shall always have the right to perform any or all of its obligations and exercise any or all of its rights under the Agreement through any of its holding company (and each of its subsidiaries) or subsidiary companies.

## 19 ENTIRE AGREEMENT

- 19.1 The Agreement and the documents referred to in the Agreement constitute the entire agreement and understanding of the Parties and supersedes and extinguishes all previous drafts, agreements and understandings between them, whether oral or in writing, relating to its subject matter.
- 19.2 Each Party acknowledges and agrees that in entering into the Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance, warranty or understanding made by or on behalf of a Party (whether made innocently or negligently) which is not expressly set out in the Agreement.
- 19.3 Neither Party shall have any claim for innocent or negligent misrepresentation based upon any statement, representation, assurance or warranty in the Agreement.

## 20 NOTICES

- 20.1 Any notice or other written communication given under or in connection with the Agreement may be delivered personally or sent by registered post to the addresses set out on the Term Sheet (airmail if overseas) (but not by email or any other means) marked for the attention of the 'General Counsel'.
- 20.2 Any such notice or other written communication shall be deemed to have been served:
  - 20.2.1 if delivered personally, at the time of delivery; or
  - 20.2.2 if posted by registered or airmail post seven (7) Business Days after it was posted.
- 20.3 In proving such service it shall be sufficient to prove that personal delivery was made, or that such notice or other written communication was properly addressed and sent by registered mail or airmail (as the case may be).

## 21 WAIVER

- 21.1 A failure to exercise or delay in exercising, a right, power or remedy provided by the Agreement or by law shall not constitute a waiver of that or any other, right, power or remedy and shall not, and nor shall any single or partial exercise of any such right, power or remedy, preclude the further exercise of that, or any other, right, power or remedy.
- 21.2 Any waiver of any right under the Agreement is only effective if it is in writing and it shall only apply to the Party to whom the waiver is addressed and to the circumstances for which it is given.

## 22 INTERPRETATION, GOVERNING LAW AND JURISDICTION

The Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes and claims) shall be governed by and construed in accordance with the laws of England and the Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any such matter.

## 23 ANTI-BRIBERY AND CORRUPTION

- 23.1 The Client and its officers shall at all times comply in full with:
  - 23.1.1 all applicable anti-bribery and corruption laws, statutes, and regulation, and codes of corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements"); and
  - 23.1.2 the Publisher's anti-bribery and corruption policy as amended from time to time (and currently available at <http://se.macmillan.com/FILES/ABC-POLICY/>).
- 23.2 The Client shall have and shall maintain in place throughout the Term its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements.
- 23.3 Neither the Client nor any person acting on the Client's behalf:
  - 23.3.1 has directly or indirectly:
    - a) paid, provided, offered or authorised any payment, gift, inducement or other benefit to any person including any governmental or regulatory entity or official in any territory for the purpose of improperly obtaining, retaining or directing business or to secure or obtain any improper business advantage;
    - b) received, accepted or authorised any such benefit from any such person for any such purpose; nor
  - 23.3.2 shall directly or indirectly do any of the foregoing at any time during the Term of the Agreement.
- 23.4 Notwithstanding any other provision of the Agreement, any breach by the Client or its officers of this clause 23 may be regarded by the Publisher as a material breach incapable of remedy and permitting the Publisher, without prejudice to its other rights and remedies, to terminate the Agreement on immediate written notice pursuant to clause 14.2.2.

## 24 GENERAL

- 24.1 A person who is not a Party to the Agreement has no right under the Agreements (Rights of Third Parties) Act 1999 to enforce any term of the Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 24.2 The Agreement does not constitute, establish or imply any partnership, joint venture, agency, employment or fiduciary relationship between the Parties. The Client shall not have, nor represent that it has, any authority to make or enter into any commitments on the Publisher's behalf or otherwise bind the Publisher in any way.
- 24.3 The rights and remedies provided under these Standard Terms are in addition to, and not exclusive of, any rights or remedies provided by law. Any right or remedy expressly included in any provision of these Standard Terms (or the exercise thereof) shall not be considered as limiting the Publisher's rights or remedies under any other provision of these Standard

Terms (or the exercise thereof).

- 24.4 If any provision, or part of a provision, of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable (a “void provision”) such invalidity, illegality or unenforceability shall not affect the other provisions of the Agreement, which shall remain in full force and effect. If a void provision would be valid, legal and enforceable if some part of it were deleted, that void provision shall apply with such modification as may be necessary to make it valid, legal and enforceable and if it cannot be made valid, legal and enforceable it shall be deemed to be deleted.
- 24.5 The Publisher may amend these Standard Terms from time to time. The Client acknowledges and agrees that every time it or its representatives wish to use the Publisher Website, it shall check these Standard Terms to ensure it understands the version of the Standard Terms that apply at that time.