Institutional Publish and Read Licence Terms

IS AGREED this day of [ ] BETWEEN

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and

2. [ ] located at [ ] ("the Licensee")

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This Licence permits the Institution for Educational Purposes only to:

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• alter or adapt the Licensed Material, except to the extent necessary to make it perceptible on a computer screen, or as otherwise allowed under this Licence. For the avoidance of doubt, no alteration of the words or their order is allowed;

• display or distribute any part of the Licensed Material on any electronic network (including the internet) other than by a Secure Network. For the avoidance of doubt text-mining and data-mining output can be displayed and distributed on any electronic network, including the internet, provided that such output does not contain copies of copyright works owned or licensed to the Publisher;

• use all or any part of the Licensed Material for any Commercial Use or for any purpose other than Educational Purposes; or

• provide access and/or allow use of the Licensed Material by anyone other than Authorised Users.

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• provide customer support services to Authorised Users by e-mail. This includes answering e-mail queries about the use, functionality and content of the Licensed Material;

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• use all reasonable efforts to ensure that all Authorised Users are made aware of and undertake to abide by the terms of this Licence; and

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  b. any breach by an Authorised User of the terms of this Licence.
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3. The Institution undertakes to the Publisher that the computer system through which the Licensed Material will be used is configured, and procedures are in place, to prohibit access to the Licensed Material by any person other than an Authorised User, that it shall inform the Authorised Users about the conditions of use of the Licensed Material, and that during the term of this Licence, the Institutions will make best efforts to bar non-permitted access and to convey appropriate use information to its Authorised Users.

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2. Any party may terminate this Licence at any time on the material breach or repeated other breaches by the other of any obligation on its part under this Licence by serving a written notice on the other identifying the nature of the breach. The termination will become effective thirty days after receipt of the written notice unless during the relevant period of thirty (30) days the defaulting party remedies the breach forthwith by written notice to the other party.

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3. For the avoidance of doubt, the Publisher hereby acknowledges that any database rights created by Authorised Users as a result of text-mining/data-mining of the Licensed Material shall be the property of the Institution.

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2. The Publisher reserves the right to change the content (including removal of a journal on ceasing to have the right to publish), presentation, user facilities or availability of parts of the Licensed Material and to make changes in any software used to make the Licensed Material available at their sole discretion. The Publisher will notify the Institution of any substantial change to the Licensed Material.
3. While the Publisher has no reason to believe that there are any inaccuracies or defects in the information contained in the Licensed Material, the Publisher makes no representation and gives no warranty express or implied with regard to the information contained in or any part of the Licensed Material including (without limitation) the fitness of such information or part for any purposes whatsoever and the Publisher accepts no liability for loss suffered or incurred by the Institution or Authorised Users as a result of their reliance on theLicensed Material.

4. In no circumstances will the Publisher be liable to the Institution for any loss resulting from a cause over which the Publisher does not have direct control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, unauthorised access, theft, or operator errors.

5. The Institution agrees to notify the Publisher immediately and provide full particulars in the event that it becomes aware of any actual or threatened claims by any third party in connection with any works contained in the Licensed Material and do all things reasonably required to assist the Publisher in such claims. It is expressly agreed that upon such notification, or if the Publisher becomes aware of such a claim from other sources, the Publisher may remove such work(s) from the Licensed Material. Failure to report knowledge of any actual or threatened claim by any third party shall be deemed a material breach of this Licence.

6. Nothing in this Licence shall make the Institution liable for breach of the terms of this Licence by any Authorised User provided that the Institution did not cause, knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred.

7. Except as provided for in this Licence, neither the Institution nor the Publisher will be liable to the other in contract or negligence or otherwise for:

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   • loss of direct or indirect profits, business, contracts, revenue or anticipated savings; or
   • for any increased costs or expenses.

8. Any notice given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand, by email or by pre-paid first-class post or other next Working Day delivery service at its address set out below, or such other address as may be notified in accordance with this Clause:

   if to the Publisher: Alex Chan  
   Journal and Opportunities Lead  
   Microbiology Society  
   14-16 Meredith Street  
   London EC1R 0AB  
   Email: to both a.chan@microbiologysociety.org and journalsales@microbiologysociety.org
1.11 Assignment

1. Except as permitted for under this Licence, neither this Licence nor any of the rights and obligations under it may be assigned by either party without obtaining the prior written consent of the other party, such consent shall not unreasonably be withheld or delayed. In any permitted assignment, the assignor shall procure and ensure that the assignee shall assume all rights and obligations of the assignor under this Licence and agrees to be bound to all the terms of this Licence.

1.12 Governing Law and Dispute Resolution

1. This Licence shall be governed by and construed in accordance with English law and the parties irrevocably agree that any dispute arising out of or in connection with this Licence will be subject to and within the jurisdiction of the English courts.

2. The parties agree to use best efforts to resolve disputes in an informal manner, by decision of the Director of Publishing of the Publisher and the current Vice Chancellor of the Institution. Where the parties agree that a dispute arising out or in connection with this Licence would best be resolved by the decision of an expert, they will agree upon the nature of the expert required and together appoint a suitable expert by agreement.

3. Any person to whom a reference is made under this Licence shall act as expert and not as an arbitrator and his decision (which shall be given by him in writing and shall state the reasons for his decision) shall be final and binding on the parties except in the case of manifest error or fraud.

4. Each party shall provide the expert with such information and documentation as he may reasonably require for the purposes of his decision.

5. The costs of the expert shall be borne by the parties in such proportions as the expert may determine to be fair and reasonable in all circumstances or, if no determination is made by the expert, by the parties in equal proportions.

AS WITNESS the hands of the duly authorized representatives of the parties the day and year below first written

FOR THE PUBLISHER: Microbiology Society

Signature:

Name (in block capitals): ALEX CHAN

Position/Title: Journal and Opportunities Lead
FOR THE LICENSEE:

Signature:

Name (in block capitals): ______________________ Date: ______________
Position/Title: _______________________________

Signature:

Name (in block capitals): _______________ Date: ______________
Position / Title: ____________________________