

Nature, Nature Research and Reviews Journals Online
CORPORATE LICENCE AGREEMENT SCHEDULE

AGREEMENT DATE:	AGREEMENT REF NO:
PARTIES: Licensor: Nature Publishing Group, a divisions of Macmillan Publishers Limited, whose registered office is situate at Brunel Road, Houndmills, Basingstoke, Hampshire RG21 6XS Licensee: [Institution] of [address].	
LICENSED MATERIAL: Tick the box next to the title(s) to which you wish to apply for a site licence: Nature <input type="checkbox"/> <i>Nature</i> The electronic versions of the most recent printed edition of <i>Nature</i> at the date of access and the editions of <i>Nature</i> published since 1 June 1997 in each case available for access on the Internet [at the URL http://www.nature.com/nature] from time to time together with any additional material that the Licensor makes available to the Licensee. Nature Research Journals <input type="checkbox"/> <i>Nature Biotechnology</i> The electronic versions of (a) the most recent printed edition of Nature Biotechnology at the date of access and (b) the printed editions of Nature Biotechnology published since 1 November 1998, in each case available for access on the Internet at the URL http://www.nature.com/nbt/ from time to time together with any additional material that the Licensor makes available to the Licensee. <input type="checkbox"/> <i>Nature Cell Biology</i> The electronic versions of (a) the most recent printed edition of Nature Cell Biology at the date of access and (b) the printed editions of Nature Cell Biology published since 1 May 1999, in each case available for access on the Internet at the URL http://www.nature.com/ncb/ from time to time together with any additional material that the Licensor makes available to the Licensee. <input type="checkbox"/> <i>Nature Genetics</i> The electronic versions of (a) the most recent printed edition of Nature Genetics at the date of access and (b) the printed editions of Nature Genetics published since 1 June 1998, in each case available for access on the Internet at the URL http://www.nature.com/ng/ from time to time together with any additional material that the Licensor makes available to the Licensee. <input type="checkbox"/> <i>Nature Immunology</i> The electronic versions of (a) the most recent printed edition of Nature Immunology at the date of access and (b) the printed editions of Nature Immunology published since 1 July 2000, in each case available for access on the Internet at the URL http://www.nature.com/ni/ from time to time together with any additional material that the Licensor makes available to the Licensee.	

Nature Medicine

The electronic versions of (a) the most recent printed edition of Nature Medicine at the date of access and (b) the printed editions of Nature Medicine published since 1 September 1998, in each case available for access on the Internet at the URL <http://www.nature.com/nm/> from time to time together with any additional material that the Licensor makes available to the Licensee.

Nature Neuroscience

The electronic versions of (a) the most recent printed edition of Nature Neuroscience at the date of access and (b) the printed editions of Nature Neuroscience published since 1 May 1998, in each case available for access on the Internet at the URL <http://www.nature.com/neuro/> from time to time together with any additional material that the Licensor makes available to the Licensee.

Nature Structural Biology

The electronic versions of (a) the most recent printed edition of Nature Structural Biology at the date of access and (b) the printed editions of Nature Structural Biology published since 1 July 1998, in each case available for access on the Internet at the URL <http://www.nature.com/nsb/> from time to time together with any additional material that the Licensor makes available to the Licensee.

Nature Reviews Journals

Nature Reviews Molecular Cell Biology

The electronic versions of all the printed editions of Nature Reviews Molecular Cell Biology published on or before the date of access available for access on the Internet [at the URL <http://www.nature.com/nrm>] from time to time together with any additional material that the Licensor makes available to the Licensee.

Nature Reviews Neuroscience

The electronic versions of all the printed editions of Nature Reviews Neuroscience published on or before the date of access available for access on the Internet [at the URL <http://www.nature.com/nrn>] from time to time together with any additional material that the Licensor makes available to the Licensee.

Nature Reviews Genetics

The electronic versions of all the printed editions of Nature Reviews Genetics published on or before the date of access available for access on the Internet [at the URL <http://www.nature.com/nrg>] from time to time together with any additional material that the Licensor makes available to the Licensee.

Nature Reviews Cancer

The electronic versions of all the printed editions of Nature Reviews Cancer published on or before the date of access available for access on the Internet [at the URL <http://www.nature.com/nrc>] from time to time together with any additional material that the Licensor makes available to the Licensee.

Nature Reviews Immunology

The electronic versions of all the printed editions of Nature Reviews Immunology published on or before the date of access available for access on the Internet [at the URL <http://www.nature.com/nri>] from time to time together with any additional material that the Licensor makes available to the Licensee.

Nature Reviews Drug Discovery

The electronic versions of all the printed editions of Nature Reviews Drug Discovery published on or before the date of access available for access on the Internet [at the URL <<http://www.nature.com/nrd>>] from time to time together with any additional material that the Licensor makes available to the Licensee.

COMMENCEMENT DATE:

THE TERM: 12 months from the Commencement Date

LICENCE DETAILS:

DEPARTMENT:

Licensee and Related Organisations average number of Authorised Users during the 12 month period prior to the Commencement Date: not more than []

IP Address of Licensee Network:

LICENCE FEE:

SPECIAL TERMS:

HELPDESK: [e-mail/telephone number]

CONTRACT MANAGERS:	Licensor:	Licensee:
Tel:		Tel:
Fax:		Fax:
Email:		Email:

The parties each agree to the terms of this Agreement (which expression includes this Schedule and the attached Terms).

Signed by:	Signed by:
For and on behalf of	For and on behalf of
Nature Publishing Group	Licensee

"Related Organisations": those subsidiaries and other associated companies of the Licensee set out in the Schedule

1.2 The Agreement contains the entire agreement and undertaking between the parties relating to the Licensed Material and supersedes any prior agreement.

1.3 The termination of this Agreement shall not prejudice the rights and remedies of either party against the other in respect of any prior breach of covenant, terms, warranty or condition.

1.4 The failure of any party to enforce any provision of this Agreement on any one occasion shall not affect its right to enforce another provision or the same provision on another occasion.

1.5 Nothing contained in this Agreement shall constitute or shall be construed as constituting a partnership, joint venture, or contract of employment between the parties.

2. DELIVERY AND GRANT OF RIGHTS

2.1 In consideration of the payments made by the Licensee, and subject to the Licensee observing its obligations under this Agreement, the Licensor grants to the Licensee for the Term the following non-exclusive rights ("**the Rights**"), to:

- (a) access via the Network at any time the Licensor's server, or as the case may be any service provided by an agent on its behalf, for the purpose of accessing the Licensed Material, for research, and regulatory purposes in the furtherance of the Licensees business by means of workstations connected to the Network;
- (b) make the Licensed Material accessible via the Network to the Authorized Users for the research purposes of the Licensees business; or
- (c) permit Authorized Users to print and/or download individual articles and other individual items from searches of the Licensed Material for research and regulatory purposes in the furtherance of the Licensees business by means of workstations connected to the Network;

2.2 The Rights are personal to the Licensee and do not extend to any other subsidiary, parent organizations or to any other related or affiliated organizations other than a Related Organisation. The Licensee may not assign, sub-license, transfer, charge or otherwise dispose of its rights under this Agreement without the prior written consent of the Licensor.

INTERPRETATION

1.1 In these Terms, unless the context requires otherwise, the following expressions have the following meanings:

"Authorized User": every member of staff employed by or otherwise engaged by the Licensee and Related Organisations in research and development in the furtherance of the Licensee's business;

"Customer Support": the Helpdesk providing reasonable e-mail and telephone support.

"Network": the Licensee's local area network system of connected computers at the Licensee's premises, the IP address for which is set out in the Schedule.

2.3 Title to, and ownership of, the Licensed Material (including any copies made by the Licensee) is not transferred to the Licensee and remains vested in the Licensor, subject to the Rights granted in Clause 2.1. The Licensee acknowledges that any rights not expressly granted in this Licence are reserved to the Licensor.

2.4 The Licensee is responsible for the provision of and payment for the computer equipment and telecommunication services necessary for access to the Licensed Material. The Licensor shall not issue credits or refunds against charges incurred by the Licensee in relation to such telecommunication services or those incurred contacting Customer Support. The Licensee accepts that the Licensor has no control over such telecommunication services and that the Licensor shall have no liability to the Licensee for the acts or omissions of providers of telecommunication services or for faults in or failures of their apparatus.

3. USAGE RESTRICTIONS

Except as expressly permitted in Clause 2.1, the Licensee warrants that it will not, nor will it license or permit others to, directly or indirectly, without the Licensor's prior written consent:

- (a) sell, distribute, license, rent or otherwise exploit the Licensed Material, or any element of it, for any commercial purpose;
- (b) make the Licensed Material, or any element of it, available by any means to persons other than Authorized Users;
- (c) make the Licensed Material, or any element of it, available on, or by, electronic bulletin boards, news groups, Web sites, FTP or any other means of posting or transmitting material on the Internet, an on-line service or wide area network;
- (d) remove or obscure the Licensor's copyright notice from the Licensed Material including hard-copy print-outs;
- (e) use the Licensed Material to create any derivative work, product or service, or merge the Licensed Material with any other product, database, or service;
- (f) alter, amend, modify, translate, or change the Licensed Material;
- (g) undertake any activity which may have a damaging effect on the Licensor's ability to achieve revenue through selling and marketing the Licensed Material;
- (h) otherwise use the Licensed Material supplied in accordance with this Agreement in a manner that would infringe the copyright or other proprietary rights contained within it; or
- (i) make the Licensed Material or any part of it available by remote access to any person other than Authorized Users

4. TERM AND TERMINATION

4.1 This Agreement shall begin on the Commencement Date and continue for an initial period of the Term as defined in the Schedule. The Term may be renewed for additional one year periods, subject to payment of appropriate fees and acceptance thereof by the Licensor, in accordance with Clause 5.1.

4.2 Either party may terminate this Agreement at any time upon written notice to the other if the other party defaults by failing to perform any obligation on its part. The termination will become effective thirty days after receipt of written notice unless, in the case of a remediable default, during the relevant period of thirty days the defaulting party has remedied the default.

4.3 Licensor may terminate this Agreement at any time upon thirty days' written notice to the Licensee.

4.4 If termination of this Agreement occurs as a result of notice being given by the Licensee under Clause 4.2 or 4.7 or by the Licensor under Clause 4.3, the Licensor shall repay the Licensee a rateable proportion of the Licence Fee as represents the paid but unexpired Term at the date of termination.

4.5 On termination of this Agreement, the Licensee agrees to destroy, and will procure that all Authorized Users destroy, all Licensed Material stored on any media including without limitation digital information storage media, including, but not limited to, system servers, hard disks, diskettes, and back up tapes.

4.6 The Licensor may suspend the provision of the Licensed Material to the Licensee with immediate effect on written notice without liability if the Licensor believes the Licensed Material is being used in a manner which contravenes the provisions of this Agreement.

4.7 Either party may terminate the Agreement forthwith on notice in writing to the other if the other party is unable to pay its debts or ceases or threatens to cease to carry on business, goes into administration, receivership or administrative receivership, or any event analogous to any of the foregoing occurs in any jurisdiction.

5. LICENCE FEE

5.1 The Licensee agrees to pay to the Licensor the Licence Fee within 30 days of the Commencement Date. Provided that the Licensor is satisfied with the manner in which the Licensee has

performed its obligations under this Agreement the Licensee will receive no later than 30 days before the end of the Term an invoice for fees for renewal of the Agreement for a further period of one year. If the Licensee does not pay the renewal fees by the end of the Term, the Licensor will assume that the Licensee does not wish to renew the Agreement and the Agreement will terminate.

5.2 All amounts payable by the Licensee under this Agreement shall be exclusive of any sales, use, value added or similar taxes.

5.3 The Licensee warrants that the number of its and the Related Organisations Authorised Users during the 12 months prior to the Commencement Date did not exceed the number of Authorised Users stated in the Schedule.

5.4 The License Fee is assessed on the number of the Licensee's and the Related Organisations Authorised Users during the 12 month period prior to the Commencement Date for the initial term and for subsequent 12 month periods for subsequent one year terms. The Licensee shall notify the Licensor if the number of Licensee and Related Organisations Authorised Users exceeds the number of Licensee and Related Organisations Authorised Users stated in the Schedule. The Licensee acknowledges that in the event that such number of Licensee and Related Organisations Authorised Users increases in any subsequent 12 month period after the Commencement Date the Licensee Fee will be increased in accordance with the Licensee's then applicable charges for the one year period subsequent to such 12 month period.

6. LICENSEE'S UNDERTAKINGS

6.1 The Licensee will ensure that the Licensed Material is used only in accordance with the terms and conditions of this Agreement and shall inform Authorized Users of the permitted use restrictions and other provisions set out in this Agreement.

6.2 The Licensee shall put into place reasonable procedures to monitor the compliance with the terms and conditions of this Agreement by the Authorized Users.

6.3 The Licensee will notify the Licensor immediately of infringements that come to the Licensee's notice and the Licensee agrees to cooperate with the Licensor as appropriate to stop further abuse should it occur.

6.4 The Licensor shall be entitled to audit the use of the Licensed Material through the Licensor's servers so as to monitor compliance with this Agreement.

7. WARRANTIES, UNDERTAKINGS AND INDEMNITIES

7.1 The Licensor warrants to the Licensee that it has full rights and authority to grant the Rights to the Licensee and that the use by the Licensee of the Licensed Material in accordance with this Agreement will not infringe the rights of any third party.

7.2 The Licensor shall indemnify the Licensee for the amount of any award of damages against the Licensee by a court of competent jurisdiction as a result of any claim arising from a breach of the warranty in Clause 7.1 provided that the Licensor shall be entitled to assume sole conduct of any defence and shall have the right at its option:

- (a) to procure the right for the Licensee to continue using the Licensed Material;
- (b) to make such alterations, modifications or adjustments to the Licensed Material that it becomes non-infringing without incurring a material reduction in performance or function; or
- (c) to replace the Licensed Material with non-infringing substitutes provided that such substitutes do not entail a material reduction in performance or function.

7.3 The Licensor shall not be liable to the Licensee for any loss or damage whatsoever resulting from omissions or inaccuracies in the Licensed Material regardless of how caused. The Licensor does not warrant that access to the Licensed Material will be free from errors or faults. In the event of a fault, the Licensee shall notify Customer Support of the same by telephone, electronic mail or in writing.

7.4 Without prejudice to the generality of the foregoing, the Licensor shall not be liable for any claim arising from:

- (a) any failure or malfunction resulting wholly or to any material extent from the Licensee's negligence, operator error, use other than in accordance with the User Documentation or any other misuse or abuse of the Licensed Product;
- (b) the failure by the Licensee to implement recommendations previously advised by the Licensor in respect of, or solutions for, faults in the Licensed Material;
- (c) the decompilation or modification of the Licensed Material or its merger with any other program or any maintenance repair adjustment alteration or enhancement of the Licensed Material by any person other than the Licensor or its authorized agent; or
- (d) the Licensee or any Authorized User being unable to exercise the Rights due to the Licensed

Material being unavailable as a result of any act or omission of the Licensor provided that the period for which the Licensed Material is not available shall not exceed a period of 50 hours (in aggregate) in any continuous period of 1000 hours.

7.5 The Licensee shall use its best efforts to safeguard the intellectual property, confidential information, and proprietary rights of the Licensor.

7.6 THE LICENSED MATERIAL IS PROVIDED "AS IS." NEITHER THE LICENSOR NOR ANYONE ELSE MAKES ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, QUALITY, ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS CLAUSE 7, ALL CONDITIONS, WARRANTIES, TERMS, REPRESENTATIONS, AND UNDERTAKINGS EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE IN RESPECT OF THE LICENSED MATERIAL ARE TO THE FULLEST EXTENT PERMITTED BY LAW EXPRESSLY EXCLUDED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY REPRESENTATIVE OF THE LICENSOR OR BY ANYONE ELSE SHALL CREATE ANY WARRANTIES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU AND YOU MAY HAVE OTHER LEGAL RIGHTS THAT VARY BY JURISDICTION.

7.7 The content of the Licensed Material is subject to change without notice.

8. FORCE MAJEURE

8.1 Either party's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, floods, governmental restrictions, power failures, or damage or destruction of any network facilities or services, shall not be deemed a breach of this Agreement.

8.2 If any event set out in Clause 8.1 shall continue for a period in excess of 30 days either party shall be entitled to terminate this Agreement forthwith by written notice to the other.

9. NOTICE

Any notice to be served on either party by the other made under this Agreement shall be in writing sent by prepaid recorded delivery or registered post to the address of the addressee as set out in the Schedule or to such other address as notified by either party to the other as its address for service of notices and all such notices shall be deemed to have been received within 48 hours after posting.

10. LIABILITY

10.1 Neither party excludes or limits liability to the other party for death or personal injury caused by its own negligence or any other liability the exclusion or limitation of which is expressly prohibited by law.

10.2 Except as provided for in Clause 10.1 above, the liability of the Licensor in respect of any and all claims (whether in contract or in tort) arising out of or in connection with this Agreement is limited in respect of each event or series of connected events to the greater of US\$10,000 or an amount equal to the fees paid under this Agreement.

10.3 Except as provided for in Clause 10.1, notwithstanding anything else contained in this Agreement in no event shall the Licensor be liable to the Licensee for:

- (a) loss of profits, business, revenue, goodwill, anticipated savings; and/or
- (b) indirect, special or consequential loss or damage.

10.4 The Licensee shall reimburse the Licensor for any loss, liability, damages, settlement, costs or expenses (including without limitation reasonable attorneys' fees and disbursements) incurred by Licensor (a) in connection with any legal proceeding brought by a third party against Licensor arising from any use or alleged use of the Licensed Material, other than uses authorized by the Agreement, by Licensee, any Authorized User or any other person accessing the Licensed Material via the Network or (b) arising from or in connection with any breach of the Agreement by Licensee or any legal proceeding between Licensor and Licensee resulting from or pertaining to any such breach..

10.5 EXCEPT AS PROVIDED IN CLAUSE 10.1, IN NO EVENT WILL THE LICENSOR BE LIABLE TO THE LICENSEE OR ANYONE ELSE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF: (1) THE USE OR INABILITY TO USE THE LICENSED

MATERIALS OR ANY INTERRUPTIONS IN THEIR USE; (2) ANY INACCURACY IN THE LICENSED MATERIALS; OR (3) THE UNAVAILABILITY AT ANY TIME OR TIMES OF CUSTOMER SUPPORT, IN EACH CASE EVEN IF THE LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

11. VARIATION

The Licensor may modify the Agreement from time to time, such modifications becoming effective within 10 days of notification of the same by the Licensor to the Licensee. The Licensee's or Authorized Users' continued use of the Licensed Material following any such modification will be deemed acceptance by them of such modification.

12. GOVERNING LAW

The Agreement is governed by and construed in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English courts.

13. SEVERABILITY

In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect.

14. WAIVERS

No provision of this Agreement or breach thereof may be waived except in writing signed by the party against whom the waiver is sought to be enforced.