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Bidder Building, Station Road, Histon, Cambridge CB24 9LF, UK
Telephone: [Journal Telephone no] Fax: [Journal Fax no] E-mail: [journal email address]

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18. If you do not pay any Fee which is due, plus any applicable VAT, to the Company within the deadline set out in paragraph 15 above the Company will not publish the Article.

Publication of the Article

19. The publication date of the Article will be the date on which it is published online in its final version.
20. You acknowledge and agree that the publication of the Article is subject to final approval by the Company in writing. You agree to promptly co-operate with the Company to make any amendments to the Article and to provide such further evidence, research or other documentation, in each case as the Company may reasonably require.
21. The Company may immediately withdraw the Article from planned publication in the Journal at any time without notice to you if:
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- b. the Company is of the reasonable opinion that publishing the Article in the Journal shall or is likely to damage the Company's and/or the Journal's reputation; and/or
 - c. you or any other Authors are unable to agree with the Company the final version of the Article for publication.
22. You may withdraw the Article from publication at any time prior to final approval of the Article by the Company under paragraph 20 by giving written notice to the Company.

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23. If you discern a significant error or inaccuracy in the Article after publication, you are responsible for notifying the Company and you must work with the Company (and, where appropriate, the institute) to correct the Article. The Company may publish a correction, or a retraction of any Article, or may publish a Publisher's Note, and full details of the Company's Corrections and Retractions policy is at [https://journals.biologists.com/\[xxx\]/pages/journal-policies#corrections](https://journals.biologists.com/[xxx]/pages/journal-policies#corrections). You agree to be bound by the terms of that policy, as may be amended from time to time and if any error is introduced by you or any other Author, you are required to pay the current fee (as amended from time to time) associated with the Correction.

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24. The Author shall not disclose reveal or make public, except to the professional advisers of the Author, any information whatever concerning the Article or the business of the Company or this Agreement, all of which shall be strictly confidential, nor make any public statement, in connection with the foregoing, nor commit any act which might prejudice or damage the reputation of the Company or the Article.

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25. Nothing in this Agreement shall limit or exclude either party's liability for:
- a. death or personal injury resulting from negligence; or
 - b. fraud or fraudulent misrepresentation; or
 - c. the deliberate default or willful misconduct of that party, its employees, agents or subcontractors.
26. Neither party shall be liable to the other (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any loss of profit, loss of revenue, loss of opportunity or any increased costs or any special, indirect or consequential losses whatsoever or howsoever arising.

Dispute Resolution

27. The parties must resolve any dispute in relation to any aspect of, or failure to agree any matter arising in relation to, this Agreement or any document agreed or contemplated as being agreed pursuant to this Agreement (a “**Dispute**”) by the parties first attempting in good faith to resolve any Dispute informally through discussions, including a referral to the Company Secretary of the Company.
28. If, within 30 business days of the Dispute having been referred to the individual specified in clause 27 no agreement has been reached, the dispute resolution process shall be deemed to have been exhausted in respect of the Dispute, and each party shall be free to pursue the rights granted to it under this Agreement in respect of such Dispute without further reference to the dispute resolution process.
29. Nothing in clauses 27 and 28 shall prevent either party from applying to the court to protect its intellectual property rights or the confidentiality of any of its confidential information.

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30. The Company shall comply with UK law, and in particular Data Protection Legislation (comprising the General Data Protection Regulation (EU) 2016/679, and the UK Data Protection Act 2018, and any other legislation, regulation or other law that replaces or supersedes the aforesaid), in its use of personal data of Authors. You acknowledge, as Author, that as part of the publication of the Article, the name of each Author, any digital identifier of each Author (such as ORCID ID), and the email address of the Author for correspondence shall appear alongside a published article, and in any index or abstracts relating to the Article maintained by a third party. You shall ensure that all contributing Authors are aware of publication of the aforesaid details relating to each Author as part of or in relation to any publication containing the Article, which may be distributed worldwide. Details regarding any affiliation or relating to the institution of the contributing Authors may also be included.

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31. The Authors assert their moral right to be identified as the author of the Article. Subject to the foregoing, you irrevocably and unconditionally waive (and you shall procure that any other Authors waive) all moral rights in respect of the Article to which the Authors may now or at any time in the future be entitled whether arising under Part IV of the Copyright, Designs and Patents Act 1988 or under the law of any other jurisdiction to the extent permissible by the law of the relevant jurisdiction.

Further Assurance

32. If so requested by the Company and at the Company’s expense, you shall (and you shall procure that any other Authors shall) sign such further documents and

do such things as may be necessary or desirable to perfect or confirm the licence of the Licensed Rights and, in territories where the Licensed Rights are registrable, to register the Licensed Rights in such territories as may be specified by the Company and in the Company's name.

33. You authorise the Company to take all steps as the Company considers, in its sole discretion, necessary, in your name and on your behalf, to protect and defend the Company's rights in the Article.

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34. If the Article is produced by more than one Author, each Author shall be liable under the Agreement on a joint and separate basis.

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35. No amendment of this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the Company and the Authors. This Agreement may be signed in any number of counterparts and by the parties on separate counterparts, but shall not be effective until each party has signed at least one counterpart. Each counterpart shall be treated as an original of this Agreement but all counterparts shall together constitute one and the same agreement.

Anti-bribery

36. The parties shall comply with the Bribery Act 2010 and applicable related laws, regulations, orders and policies when discharging their obligations under this Agreement.

General

37. Except as otherwise stated in this Agreement, the rights and remedies of each party under this Agreement are in addition to any other rights or remedies under this Agreement or the general law, and may be waived only in writing and specifically. Delay in exercising or non-exercise of any right or a partial exercise of any right under this Agreement is not a waiver of that or any other right under this Agreement. Waiver of a breach of any term of this Agreement shall not operate as a waiver of breach of any other term or any subsequent breach of that term.
38. If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement or the legality, validity or enforceability in any other jurisdiction of that or any other provision of this Agreement.
39. All notices between the parties with respect to the Agreement shall be in writing and signed by or on behalf of the party giving it. Any notice shall be duly served (i) on delivery if delivered by hand, (ii) 48 hours after sending if sent by first class post or special or recorded delivery (or other "proof of delivery" or "proof

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- 40. This Agreement, together with the Company’s Terms and Conditions of payment of the Open Access fee to the Copyright Clearance Center, Inc (available on the Copyright Clearance Centre’s website), constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement, and supersedes and extinguishes any prior drafts, agreements, undertakings, understandings, promises or conditions, whether oral or written, express or implied between the parties relating to such subject matter.
- 41. This Agreement and any dispute or claim arising out of or in connection with it (including any non-contractual claims or disputes) shall be governed by and construed in accordance with the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

Please sign below to confirm your acceptance of the terms of this Agreement.



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For and on behalf of The Company of Biologists Limited

I, <<CA First Name>> <<CA Surname >>, on my own behalf and on behalf of all Authors, acknowledge and agree to be bound by the terms of this Agreement dated [date sent]

Signed Date:

.....
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