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  - b. fraud or fraudulent misrepresentation; or
  - c. the deliberate default or willful misconduct of that party, its employees, agents or subcontractors.
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25. 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.
26. If, within 30 business days of the Dispute having been referred to the individual specified in clause 25 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.

27. Nothing in clauses 25 and 26 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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28. 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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### **Further Assurance**

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### **Anti-bribery**

34. 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**

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37. 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 of posting” service that Royal Mail or other courier services may from time to time offer) or (iii) on sending if sent by email, provided that in each case the notice is sent to the address of the addressee given at the start or end of the Agreement (as the case may be) or such other address as the addressee may from time to time have notified for the purpose of this condition.
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Please sign below to confirm your acceptance of the terms of this Agreement.

*O. Claire Moulton*

.....  
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]

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.....  
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