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IS AGREED this 12th day December 2023 of **BETWEEN**

1. **Microbiology Society** of [REDACTED] ("the Publisher")

and

2. **University of California, San Diego** of **9500 Gilman Dr. 0175A, La Jolla, CA 92093-0175, USA** ("the Licensee")

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and

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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 the Licensed Material.
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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

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if to the Publisher:



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.

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1. This Licence shall be governed by and construed in accordance with California 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 United States of America 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): [REDACTED]

Date:

Position/Title: Commercial Engagement and Opportunities Lead

FOR THE LICENSEE: University of California, San Diego

Signature: [REDACTED]

Name (in block capitals): [REDACTED] _____

Date: 12/18/2023

Position/Title: Associate University Librarian SRS Signature: [REDACTED] [REDACTED]