ELECTRONIC JOURNAL LICENSING AGREEMENT
for the period 1st January 2007 to 31st December 2007

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1 Royal Society of Medicine Press Limited, "Publisher")
and

2 University of California San Diego, AND WHEREAS the Licensee desires to use the rights and the Publisher desires to grant to the Licensee the licence to use the rights for the Fee.

IT IS AGREED AS FOLLOWS

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6.25 Use commercially reasonable efforts to ensure that only Authorised Users are permitted access to the Licensed Material

7 Mutual undertakings

7.1 Each party shall use commercially reasonable efforts to safeguard the intellectual property, confidential information and proprietary rights of the other party. In particular, but without limitation, all commercial and financial terms and conditions of this Licence Agreement which are specific to the agreement between the parties, including without limitation the content of all the Schedules hereto, shall be kept strictly confidential

8 Term and Termination

8.1 In addition to automatic termination (unless renewed) under clause 2.3, this Licence shall be terminated if:

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8.1.2 The Licensee commits a wilful material and persistent breach of the terms of this Licence, and particularly of the Publisher’s copyright or other intellectual property rights or of the provision of clause 3 in respect of usage rights or of clause 4 in respect of prohibited uses, and fails to remedy the breach within thirty (30) days of notification in writing by the Publisher.

8.1.3 The Publisher commits a material or persistent breach of its undertakings and fails to remedy the breach (if capable of remedy) within thirty (30) days of notification in writing by the Licensee.

8.1.4 Either party becomes insolvent or becomes subject to receivership, liquidation or similar external administration.

8.2 On termination, all rights and obligations of the parties automatically terminate except for obligations in respect of Licensed Material to which access continues to be permitted as provided in clause 8.3 below.

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8.4 On termination of this Licence by the Publisher for cause, as specified in clause 8.1.2 above, access from the Server to all of the Licensed Material by the Licensee and Authorised Users shall be terminated.

8.5 On termination of this Licence by the Licensee for cause, as specified in clause 8.4 above, the Publisher shall forthwith refund the proportion of the Fee that represents the paid but unexpired part of the Subscription Period.

9. General

9.1 This Licence Agreement contains the full and complete understanding between the parties and supersedes all prior arrangements and understandings whether written or oral appertaining to the subject matter of this Licence Agreement. All Schedules hereto are incorporated as if set forth in this Licence Agreement in full.

9.2 Alterations to this Licence Agreement shall be valid only if they are in writing and signed by both parties.

9.3 Except as otherwise provided in Clause 9.4, this Licence Agreement may not be assigned by either party to any other person or organisation, nor may either party sub-contract any of its obligations, without the prior written consent of the other party, which consent shall not unreasonably be withheld. Either party may make its consent conditional on the agreement of the assignee to maintain the confidentiality of (or, at that party’s election, destroy) all usage information collected by the other party pursuant to Clause 5.4. If rights in all or any part of the Licensed Material are assigned to another publisher, the Publisher shall use its best efforts to ensure that the terms and conditions of this Licence Agreement are maintained and observed.

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9.5 All notices to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the addressee as set out in this Licence Agreement or to such other address as notified by either party to the other as its address for the service of notices and all such notices shall be deemed to have been received within 14 days of posting.

9.6 Neither party shall be liable in any way for failure or delay in performing its obligations under this Licence Agreement if the failure or delay is due to causes outside the reasonable control of the party in default.

9.7 The failure of any party to enforce any provision on any one occasion shall not affect its right to enforce another provision or the same provision on another occasion.
9.8 Neither party shall be liable to the other for any special, incidental or consequential damages (including, without limitation, lost profits and loss of goodwill) arising from any breach of this licence agreement, even if advised of the possibility of such damages.

9.9 In the event that any provision of this Licence Agreement is held to be invalid, the remainder of the provisions shall continue in full force and effect.

9.10 This Licence Agreement shall be governed by and construed according to the law of California.

As witness the hands of the parties the day and year below first written

[Signature]

Date: 09/03/07

For the Publisher, Royal Society of Medicine Press Limited

Name: Kristen Boyton
Title: Journal Sales Manager

[Signature]

Date: 12/20/06

For the Licensee, University of California, San Diego

Name: Tony Harvell
Title: Head of Acquisitions, UCSD Libraries
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