Licence Agreement

Agreement for access to certain BMJ Group publications where the subscriber is a business, company, institution, society or other undertaking. This agreement does not apply to subscriptions purchased by individuals.

Your quotation from BMJ Group (or its authorised agent) (**Quote**) and the terms and conditions below comprise one licence agreement (**Agreement**) between: (1) BMJ Publishing Group Limited, company number 03102371, registered office at BMA House, Tavistock Square, London WC1H 9JR, United Kingdom (**BMJ Group** or **us**, **we**, or **our**), or our authorised agent; and (2) the **Subscriber** named on your Quote (**you**). Your Quote is personal to you and constitutes an offer to provide you with the subscription referred to below, subject to these terms and conditions.

Acceptance. By accepting your Quote, you agree to be legally bound by these terms and conditions. You will be deemed to have accepted your Quote where you indicate an intention to proceed with your Quote. This may include: where you return a signed copy of your Quote to us; where you confirm your approval of the Quote via email or verbally to our sales staff or authorised agent; where you submit a purchase order to us; or, where you request or pay our invoice (or, where applicable, our authorised agent's invoice). **If you do not agree with these terms and conditions then you should not accept our Quote and you may not access the Publications.** If you have signed an agreement with BMJ Group for the same Publications over the same Subscription Term, the terms of the signed agreement shall prevail over this Agreement where there is any conflict.

We may make changes to these terms and conditions from time to time. It is your responsibility to check periodically for any changes. Your continued use of the Publications means that you agree to any changes. These terms and conditions were most recently updated on 25 September 2025.

1. Definitions and interpretation

1.1 In addition to the terms defined in the Quote, the following defined terms are used in this Agreement:

Affiliates: our licensors, suppliers, service providers and their (and our) respective officers, directors, members, employees, subcontractors, agents and representatives.

Agreement: your **Quote** and these terms and conditions.

Authentication Method: the means of user authentication determined by us and through which access to the Publications is permitted which may include: IP address authentication; RBAC (referral); OpenAthens / federated access; access code registration; and/or, personal account registration.

Authorised Users: includes your directors, employees, contractors and/or students (or where you are contracting on behalf of a consortium, of each Consortium Member) who are authorised by you to have access to the Publications.

Consortia Members: where you are contracting on behalf of a consortium, those Consortium Members named in your Quote.

Currency: the currency of the Fee as stated in your Quote which shall be Sterling, Euro or USD.

Fee: the total price stated on your Quote.

Publications: those BMJ Group products and/or publications included in your subscription as set out in your Quote, or any part of them.

Parties: BMJ Group and the Subscriber. **Party** shall mean either of them.

Subscription Term: 12 months from the subscription start date stated in your Quote, or such other period as may be set out in your Quote.

Subscription Year: starting on the subscription start date noted on your Quote, each 12-month period of the Subscription Term.

Website: the BMJ Group controlled website(s) and/or mobile applications upon which the Publications are displayed.

Website Terms: our **Website Terms of Use** (available on the BMJ Group Website, **bmjgroup.com**) as

updated from time to time and any other terms and conditions, disclaimers and privacy notices which govern the use of that Website.

1.2 **Interpretation** Any words following the terms **including, such as, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms. Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.

2. **Licence** In consideration of receipt of the Fee, we grant you a non-exclusive, non-transferable licence for the Subscription Term to permit your Authorised Users to access the Publications in the format(s) specified in your Quote. The rights and licences granted to you in this Agreement are granted to you alone, and shall not be considered granted to any affiliated organisation such as a medical centre or hospital or to any subsidiary or holding company of yours unless otherwise stated in BMJ Group's Quote or agreed with us in writing.

3. **Intellectual Property** We hold all the intellectual property rights in the Publications. We reserve the right to withdraw from the Publications, any item or part of an item for any reason including where we no longer retain the right to publish it, or where we have reasonable grounds to believe it is unlawful, infringing, false, harmful, or defamatory. You shall not have any claim of ownership of any intellectual property rights in the Publications by reason of the licence granted above or use by your Authorised Users of the Publications. You shall continue to own all right, title and interest in and to all of the data which is inputted by you, by your Authorised Users, or by us on your behalf, for the purpose of using, or facilitating the use of, the Publications and you shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such data.

4. **Acceptable Use**

4.1 *Accessibility*. You may transcribe any portion of the Publications into braille or enlarged type for Authorised Users who are visually impaired.

4.2 *Personal use*. Each Authorised User is permitted to download and use the Publications only for that Authorised User's individual use in accordance with this Agreement.

4.3 *Open Access Materials*. Where the Publications include journal articles stated to be "Open Access", Authorised Users may reuse such articles subject to the terms of the Creative Commons Attribution licence referred to in the article.

4.4 *Non-commercial use*. Authorised Users must not use the Publications for commercial purposes without obtaining a licence to do so from us or our licensors (contact our **Rights and Licensing** team, **https://bmjgroup.com/licensing/** for further information). This means that, for example, Authorised Users must not:

4.4.1 licence, sell, rent, lease, transfer, assign, distribute, display, disclose, link-to or otherwise commercially exploit our content;

4.4.2 include any of our content in other work that is then made available for licence, sale, rent, lease, transfer, assignment, distribution, display, disclosure, or other commercial exploitation;

4.4.3 use our content to provide services to anyone else;

4.4.4 use our content to build a product or service which competes with our Publications, our Websites or our other products or services; or

4.4.5 use (or link-to) our content for promotional or advertising purposes (whether directly or indirectly) and/or include our content with any other content that incorporates advertising.

4.5 *Additional prohibitions*. Except to the extent permitted by applicable law (which is incapable of exclusion by agreement between the Parties) or by any Creative Commons open access licence which may apply, Authorised Users **must not**:

4.5.1 modify the paper or digital copies of the Publications (and any materials they may have printed off or downloaded) in any way, and they must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text;

4.5.2 systematically download or print our content;

4.5.3 use our content to create a derivative work (or to make any translation);

4.5.4 remove, obscure, or change an author's name or affiliation, our or our licensor's copyright notices, policies, disclaimers, terms or other means of identification;

4.5.5 include, mount or distribute any of our content in other works (other than legally permitted quotations with an appropriate citation);

4.5.6 use the Publications for the purpose of creating a database; or

4.5.7 knowingly enable, provide, make available, or otherwise help someone else who is not an Authorised User to access or use the Publications or any copies of them (and whether in paper or online format).

4.6 *Applicable laws.* Without affecting your obligations under this Agreement, you undertake to comply with all applicable laws and regulations with respect to this Agreement and your use of the Publications.

5. BMJ Group Websites

5.1 *Access.* Online access to the Publications will be provided via the Authentication Method. You are responsible for providing us with any and all information as we may reasonably require in order to provide online access to the Publications for Authorised Users. Unless and until we receive such information, we are not obliged to provide any such access to the Publications.

5.2 *Security.* You agree to undertake and maintain all reasonable security measures, necessary authentication and verification processes to ensure that only Authorised Users can access the Publications (and you shall promptly terminate any unauthorised access which you become aware of). In the event of any such unauthorised access or use, you shall promptly notify us and take such action as we may reasonably require.

5.3 *Website terms and conditions*. Access to the Publications by Authorised Users is subject to their compliance with BMJ Group's Website Terms. You agree to use your best endeavours to ensure that Authorised Users are notified of, and comply with the Website Terms. If an Authorised User fails to abide by the Website Terms, BMJ Group reserves the right to suspend or terminate such Authorised User's access immediately without liability.

5.4 *Uptime and liability*. During the Subscription Term, we will use commercially reasonable endeavours to make the Publications available 24 hours a day, seven days a week, except for: (a) planned maintenance performed during our usual business hours; and (b) unscheduled maintenance performed outside of our usual business hours. We do not provide any warranty: that Authorised Users' access to the Publications will be uninterrupted or error-free; that the Publications and/or information obtained by any Authorised User through the Publications will meet their requirements; and, that the Publications will be free from vulnerabilities or viruses. We shall have no liability if the Publications become unavailable or access to them slow or incomplete due to system back-up procedures, internet traffic volume, upgrades, overload of server requests, network failures or delays, or any other cause which may from time to time make a website slow, limited, incomplete or inaccessible. We shall not be responsible for any loss, destruction, alteration or disclosure of Authorised Users' data in connection with the Publications.

5.5 *Third party links.* You acknowledge that the Publications may contain content which may enable or assist Authorised Users to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites. Where any Authorised User accesses a third-party website, they do so solely at their own risk. We make no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by any Authorised User, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the relevant Authorised User and the relevant third party, and not BMJ Group. BMJ Group recommends that each Authorised User refer to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. BMJ Group does not endorse or approve any third-party website nor the content of any of the third-party websites made available via the Publications.

5.6 *AI, Text and data mining.* Except to the extent permitted by applicable law (and as further described in our **Text and Data Mining Policy**, available on the BMJ Group website **bmjgroup.com**, as updated from time to time), Authorised Users must not conduct, facilitate, enable, authorise or permit any text or data mining or web scraping in relation to the Publications for any purpose, including the development, training, fine-tuning or validation of artificial intelligence systems or models. This includes using (or permitting, authorising or attempting the use of):

5.6.1 any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the Publications or any data, content, information or services accessed via the same;

5.6.2 any automated analytical technique aimed at analysing text and data in digital form to generate information or develop, train, fine-tune or validate artificial intelligence systems or models, which includes but is not limited to patterns, trends and correlations.

5.7 *Usage data.* Anonymised and aggregated statistics confirming Authorised Users' usage of the Publications shall be made available to you. Further additional usage statistics may be provided subject to the terms and conditions set out in our **Data Processing Agreement** (available on BMJ Group's website at **https://bmjgroup.com/legal-information/** and as updated from time to time). Unless Authorised Users access the Publications via RBAC (referral), usage statistics will adhere to the specifications of the COUNTER Code of Practice, including data elements collected and their definitions, data processing guidelines, usage report content, format, frequency and delivery method.

6. **Delivery of print format titles.** *This clause only applies to those titles included in Publications in print (hard copy) format.*

6.1 *Delivery location.* We shall deliver printed hard copies of each issue of the Publications released during the Subscription Term (starting with the then-current issue as at the start date stated in the Quote). Unless otherwise agreed in writing between the Parties, the Publications shall be delivered in bulk to your postal address stated in your Quote (and delivery shall be deemed completed on unloading of those copies at that address).

6.2 *Cost and charges.* The cost of packing and delivery is included in the Fee. Where delivery is to an address outside the UK, you may be liable to pay import taxes, duties, imposts, fees or other charges levied once the package reaches its specified destination. We have no control over these taxes, duties, imposts, fees or other charges and cannot predict what they may be. Any such additional taxes, duties, imposts, fees or other charges must be borne by you.

6.3 *Delivery time.* We will make every effort to deliver each issue of the Publications within 30 days of its release. However, any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. We shall not be liable for any failed or delayed delivery caused (in whole or in part) by: an event, circumstance or cause outside of our reasonable control (including any postal or customs delays); your failure to provide adequate delivery instructions; or, the your failure to take delivery.

6.4 *Non-delivery.* Any claim for non-delivery must be notified to support@bmj.com as soon as possible and, in any event, within 3 months from the publication date of the relevant issue. Claims received after this time will not be upheld.

7. **Collections and À La Carte journal titles** *This clause only applies to those Collection or À La Carte journal titles included in the Publications.*

7.1 *Interlibrary loan and course packs.* Where you are an academic institution, your Authorised Users may:

7.1.1 deliver single articles from the Publications to fulfil requests from academic or other non-commercial libraries located in your country as part of an Interlibrary Loan; and

7.1.2 incorporate a limited number of articles or abstracts from the Publications in electronic course packs or other educational materials solely for the benefit of those Authorised Users (provided that each such use must carry acknowledgement of BMJ Group as publisher and confirming the source, title and author(s)).

7.2 *Access Type.*

7.2.1 Authorised Users shall be entitled to access (in the format specified in the Quote) those issues of the Publications which are published during the Subscription Term, starting with the then-current issue as at the start date stated in the Quote.

7.2.2 In addition, where stated in your Quote (and subject to the exclusions listed below), during the Subscription Term your Authorised Users shall also be entitled to either Rolling Access or Complete Access:

Rolling Access means that Authorised Users shall be entitled to access those back-issues of the Publications which were released during the four-year period up until the start date specified in the Quote. Rolling Access is unavailable for the following titles: The BMJ; BMJ Case Reports; BMJ Standard Collection

Complete Access means that Authorised Users shall be entitled to access all back-issues of the Publications since the first year of publication of each title (as stated on our relevant Website for that title).

Important: Access to these back-issues is only provided for the duration of your current Subscription Term. When your subscription ends, your access to these back-issues will stop. You do not have any continuing (or 'perpetual') access rights to this content once your subscription is over.

7.3 *Continuing access after the end of your subscription.* Subject to the exclusions and limitations listed below, at the end of the Subscription Term, you shall have a non-exclusive, royalty-free right to allow Authorised Users to continue accessing (on an indefinite basis) all of the content which was published in the Publications during the Subscription Term. This right shall not apply to:

7.3.1 any back-issues that were accessible during your subscription including any Rolling Access or Complete Access (and your access to these back issues will end when your subscription ends);

7.3.2 any content published in the Publications after your subscription ends;

7.3.3 any content from BMJ Case Reports;

7.3.4 any content removed by us for legal reasons (including where we believe the content to be false or harmful); any content which we no longer have rights to publish; and,

7.3.5 any other content which was accessible during your subscription but is not included in your subscription.

The means by which Authorised Users shall be able to access this content shall be in an electronic format determined by us. The rights granted in this clause shall be forfeited where this Agreement is terminated by us due to a material or persistent breach of any term of this Agreement by you or an Authorised User, or, where you fail to pay any amount due to us.

8. **Archive (one-off) purchases.** *This clause only applies where your purchase includes BMJ Group's "Archive (One-Off Purchase)" (**Archive (One-Off Purchase**)). Please refer to your Quote for confirmation.*

8.1 Where your purchase includes our Archive (One-Off Purchase), the licence granted to you in clause 2 of this Agreement shall be deemed to apply for an indefinite period. With effect from the start date specified in your Quote, Authorised Users shall be able to access in online format in respect of the Publications, either the Deep Archive, the Shallow Archive, or the Whole Archive, as specified in your Quote, which shall include all back-issues of each title published during the following periods:

8.1.1 **Deep Archive** - since the year of first publication (as stated on BMJ Group's Website for each relevant title) until 31 December 2005.

8.1.2 **Shallow Archive** - during the period from 1 January 2006 until one full calendar year before the start date specified in your Quote.

8.1.3 **Whole Archive** - since the year of first publication (as stated on BMJ Group's Website for each relevant title) until one full calendar year before the start date specified in your Quote.

8.2 No usage data will be available and clause 5.7 of this Agreement shall not apply in respect of any Archive (One-Off Purchase).

9. **Fee and payment**

9.1 **Payment terms shall be 30 days after the date of invoice unless otherwise stated in your Quote or on your invoice. We shall be entitled to issue an invoice for the first Subscription Year at any point following your acceptance of the Quote. Where the Subscription Term is multi-year, we shall be entitled to issue invoices for each Subscription Year after the first year no earlier than 90 days prior to the commencement of the applicable Subscription Year. Where there is conflict between the payment terms stated in these terms, the Quote and the invoice, the terms of the invoice shall prevail.** The Fee (including any instalment thereof) shall be exclusive of VAT or other sales tax which, if applicable, shall be added at the prevailing rate at the time.

9.2 *Non-payment.* If we do not receive payment as required by these terms and conditions then, without prejudice to any other rights and remedies:

9.2.1 we may, on no less than five business days' notice and without liability: (a) disable Authorised Users' access to all or any part of the Publications (and we shall be under no obligation to reinstate such access whilst the invoice(s) concerned remain unpaid); and

9.2.2 interest shall accrue on a daily basis on such overdue amounts at the maximum rate permitted by applicable law, commencing on the relevant due date for payment and continuing until fully paid, whether before or after judgement.

9.3 *Payment via a third-party.* Where your order for the Publications was concluded via one of our authorised third-party agents, you may pay the Fee to that agent on our behalf. You shall remain liable for ensuring that the full amount due is received by us in accordance with our terms and conditions for payment.

10. Termination

10.1 *Duration.* Unless otherwise terminated in accordance with this clause 10, access to the Publications under this Agreement shall be provided for the Subscription Term. Termination or expiration of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry. Either Party may terminate this Agreement if the other Party becomes insolvent, subject to receivership, liquidation or similar external administration.

10.2 *Our rights to terminate this Agreement early.* We may, without liability, terminate this Agreement where an act or omission by you or an Authorised User gives rise to a material or persistent breach of any term of this Agreement or our Website Terms which (if capable of remedy) you fail to remedy within 30 days of notification in writing from us; or if you default on making payment of the Fee or any applicable renewal fee. Where the Subscription Term persists for longer than 12 months, we shall have the right to terminate this Agreement at the end of each Subscription Year upon giving not less than 90 days' prior notice to you.

10.3 *Your rights to terminate this Agreement early.* You may terminate this Agreement where we commit a material or persistent breach of any term of this Agreement and fail to remedy such breach (if capable of remedy) within 30 days of notification in writing from you.

10.4 *Consequences of termination.* Unless we terminate this Agreement for your breach, upon termination or expiry of this Agreement (howsoever arising):

10.4.1 access by Authorised Users to the Publications shall immediately cease (except for any continuing access granted under clause 7.3 of this Agreement which has not been forfeited in accordance with that clause);

10.4.2 all other rights and licences (including, where applicable, the right to receive print copies) shall immediately cease;

10.4.3 any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiration of this Agreement shall remain in full force and effect;

10.4.4 any rights, remedies, obligations or liabilities of either Party that have accrued up to that date shall not be affected or prejudiced.

11. Warranty and liability

11.1 EXCEPT AS EXPRESSLY AND SPECIFICALLY PROVIDED IN THIS AGREEMENT, THE PUBLICATIONS ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES INCLUDING ANY AS TO ACCURACY, COMPLETENESS, MERCHANTABILITY, QUALITY OF METADATA, FITNESS FOR PURPOSE, OR OTHERWISE. ANY STATEMENTS MADE TO THE CONTRARY ARE VOID. ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND ALL OTHER TERMS OF ANY KIND WHATSOEVER IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE, ARE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCLUDED FROM THIS AGREEMENT.

11.2 THE PUBLICATIONS ARE NOT INTENDED TO ACT AS A SUBSTITUTE FOR THE PROFESSIONAL JUDGEMENT OF A LICENSED MEDICAL PROFESSIONAL. EACH AUTHORISED USER USES THE PUBLICATIONS AT THEIR SOLE RISK. NEITHER WE, NOR OUR AFFILIATES, SHALL HAVE LIABILITY FOR ANY ACT(S) OR OMISSION(S) BY YOU OR BY ANY AUTHORISED USER ARISING OUT OF, OR IN CONNECTION WITH, THE PUBLICATIONS AND INCLUDING ANY ASPECT OF ANY TREATMENT ADMINISTERED TO PATIENTS. NEITHER WE, NOR OUR AFFILIATES, ADVOCATE OR ENDORSE THE USE OF ANY DRUG OR THERAPY REFERRED TO IN THE PUBLICATIONS.

11.3 TO THE FULLEST EXTENT PERMITTED BY LAW AND OTHER THAN EXPRESSLY PROVIDED FOR HEREIN, IN NO CIRCUMSTANCES SHALL WE OR OUR AFFILIATES BE LIABLE TO YOU, TO AN AUTHORISED USER, OR TO ANY OTHER PARTY, FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, WASTED EXPENDITURE, DEPLETION OF GOODWILL AND/OR SIMILAR LOSSES, LOSS OR CORRUPTION OF DATA OR INFORMATION, OR, ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS, COSTS, DAMAGES, CHARGES OR EXPENSES ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT OR THE PUBLICATIONS (OR AN INABILITY TO ACCESS THE PUBLICATIONS).

11.4 NOTHING IN THIS AGREEMENT SEEKS TO EXCLUDE LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR FRAUDULENT MISSTATEMENT. IF WE, OR OUR AFFILIATES, HAVE ANY LIABILITY UNDER THIS AGREEMENT, OUR COMBINED AGGREGATE LIABILITY SHALL NOT EXCEED THE FEE PAID BY YOU DURING THE 12-MONTH PERIOD PRECEDING ANY SUCH CLAIM OR NOTICE OF DAMAGES. REFERENCES TO "LIABILITY" IN THIS AGREEMENT INCLUDE EVERY KIND OF LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE PUBLICATIONS INCLUDING LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, RESTITUTION OR OTHERWISE.

12. YOUR LIABILITY

12.1 *Compliance with these terms.* You agree to use your best endeavours to ensure that Authorised Users are notified of, and comply with these terms and conditions including BMJ Group's **Privacy Notice** and **Website Terms of Use** (both available on the BMJ Group website, **bmjgroup.com**), and any copyright notices, disclaimers, guidelines or other terms which may be available on the Publications themselves or BMJ Group's Websites. You shall be liable for any act or omission by an Authorised User which, had such act or omission been by you, would be a breach of this Agreement. You agree to promptly notify us (and cooperate fully with our investigation) if you become aware of any infringement of our right and interest in the Publications or our rights under this Agreement.

12.2 *Consortiums.* Where you are contracting with us on behalf of a consortium (i.e. an association of two or more organisations who have agreed that you can represent them), you must ensure that each Consortium Member complies in full with this Agreement as if they were you. You warrant to us that you have the express written consent of each Consortium Member to enter into this Agreement on their behalf. You are responsible for ensuring each Consortium Member promptly pays the full amounts due from them under this Agreement.

13. Data Protection If personal data is being shared by either Party to the other, each Party shall comply with the terms and conditions of our **Data Processing Agreement** (available on BMJ Group's website at **https://bmjgroup.com/legal-information/** and as updated from time to time).

14. Fraud, bribery, corruption, slavery and human-trafficking You must comply at all times with all laws, statutes, regulations, and codes applicable in England and in each country in which you operate relating to fraud, bribery, corruption, slavery and human-trafficking. Each Party shall comply at all times with BMJ Group's **Anti-Bribery and Corruption Policy** and **Anti-Slavery and Human Trafficking Policy**, each available on the BMJ Group website (**https://bmjgroup.com/legal-information/**) and as updated from time to time. You must notify us immediately if you become aware of, or have grounds for suspecting any breach of this clause. We reserve the right, without liability or prejudice to our other rights, to: disable Authorised Users' access to the Publications until we have fully investigated any alleged or suspected breach of this clause; and/or, terminate this Agreement with immediate effect where we reasonably believe there has been a breach of this clause.

15. General

15.1 *Confidentiality.* You shall ensure that your Quote and the commercial terms of this Agreement (including any commercial terms or pricing which may have been provided by, or discussed with, our sales staff) are kept confidential and you shall only disclose the same as required for your own internal business purposes or as required by law.

15.2 *Force majeure.* Neither Party shall be liable for failure or delay in the performance of its obligations if that delay or failure results from events, circumstances or causes beyond its reasonable control (such as a natural disaster, war or threatened war, act or threatened act of terrorism, riot, strike, lockout, fire, flood, drought, tempest). The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 6 months, provided that the Party not affected notifies the affected Party of the relevant failure or delay within 2 months of its occurrence, the affected Party may terminate this contract with immediate effect by giving written notice to the affected Party.

15.3 *Assignment.* We may assign or transfer any of our rights and obligations under this Agreement by giving written notice to you. You must not assign your rights or transfer your obligations without our prior written consent.

15.4 *Changes to this Agreement* are only valid if recorded in writing and signed by both Parties.

15.5 *Enforceability.* If any provision of this Agreement is held to be invalid, the remainder of its provisions shall continue in full force and effect. No third party shall be entitled to enforce this Agreement and the Parties hereby exclude any such rights for any third party enforcement. No delay or failure by either Party to exercise any of its powers, rights or remedies under this Agreement will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any further exercise of them. Any waiver, to be effective, must be in writing and signed by a duly authorised representative of each Party.

15.6 *Notices.* Any notice under this Agreement must be in writing and must be sent:

15.6.1 to BMJ Group, by emailing contractnotices@bmj.com; or

15.6.2 to you, by courier or by email to your address specified in your Quote (or as otherwise notified from time to time).

A notice sent by email shall be deemed to have been received upon successful transmission of that email (subject to proof). A notice sent by courier shall be deemed to have been received at the time the notice is left at the proper address. This clause does not apply to the service of any legal action or proceedings.

15.7 *Translations.* Where this Agreement has been translated into a language which is not English, this has been done for your convenience only to aid your interpretation. The English language version of this Agreement shall prevail in the event of any conflict between the English language version and a version in any other language.

15.8 *Entire Agreement.* To the fullest extent permitted by law, this Agreement (together with the documents referred to herein) constitute the entire agreement between the Parties with respect to the Publications and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings (whether written or oral) relating to them. In the event of conflict, the Quote and then this Agreement shall prevail over any other document.

16. Governing law and jurisdiction

16.1 *USA.* This clause only applies where you are established in the United States of America. If you are required by law to be subject to the laws and/or jurisdiction of your resident State, then the Parties irrevocably elect that the laws and/or jurisdiction (as applicable) of your home State shall solely and exclusively apply to this Agreement and any matters arising out of or in connection with it or the Publications (and the Parties consent to the jurisdiction of any State or Federal Court having competent jurisdiction in the State Capital of your home State). In all other circumstances, the Parties irrevocably elect that the laws and jurisdiction of the State of New York shall solely and exclusively apply to this Agreement and any matters arising out of or in connection with it or the Publications (and the Parties consent to the jurisdiction of any State or Federal Court having competent jurisdiction in New York, State of New York).

16.2 *China.* This clause only applies where you are established in the People's Republic of China. This Agreement and any dispute or claim arising out of or in connection with it or the Publications shall be governed by and construed in accordance with the law of the People's Republic of China. Any dispute, controversy or claim arising out of or relating to this Agreement or the Publications shall be submitted to the China International Economic and Trade Arbitration Commission (CIETAC) for arbitration which shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The arbitral award shall be final and binding upon both Parties.

16.3 *UK & rest of world.* Subject to this clause 16, this Agreement is governed by English law and the Parties irrevocably agree to submit all disputes arising out of or in connection with this Agreement or the Publications to the exclusive jurisdiction of the English Courts.