

Your quotation from BMJ (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**) (or its authorised agent); and (2) the **Subscriber** named on the Quote.

Subscriber wishes to procure access on behalf of the Authorised Users defined below, to BMJ's medical journals, digital medical education and clinical support products and publications. BMJ has agreed to provide such access on the terms of this Agreement.

Acceptance. By accepting the Quote, the Subscriber agrees to be bound by these terms and conditions. Acceptance shall be deemed where the Subscriber indicates an intention to proceed with a subscription to Licensed Material, such indication may include: returning a signed copy to BMJ, providing approval to the Quote via email or verbally to BMJ sales staff (or BMJ's authorised agent); and/or requesting or paying a BMJ (or an authorised agent) invoice. If the Subscriber has signed an agreement with BMJ for the same Licensed Materials over the same Term, the terms of the signed agreement shall prevail over this Agreement where there is any conflict.

1. **Definitions** In addition to the terms defined in the Quote, the following defined terms are used in this Agreement:

Additional Site: a site address recorded on the Quote and with respect to which the Subscriber has purchased a subscription.

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

Authentication Method: the means of user authentication determined by BMJ and through which access to Licensed Material is permitted which may include IP address authentication, access token and user registration.

Authorised Users: employees, independent contractors and/or students of the Subscriber (or where the Subscriber is contracting on behalf of a consortia, of each Consortia Member) who are authorised by the Subscriber to have access to the Licensed Material from a Subscription Site. Authorised Users includes Walk-In Users.

Consortia Members: where the Subscriber is contracting on behalf of a consortia, those Consortia Members named in the Quote.

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

DP Laws: the UK General Data Protection Regulation, the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, the Privacy and Electronic Communications Regulations 2003 and all other applicable laws (each as amended or replaced from time to time) and the terms **process, data subject** and **personal data** shall have the meanings as defined in the DP Laws.

Fee: the total price stated on your Quote.

Licensed Material: those BMJ products and/or publications included in your subscription as set out in the Quote.

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

Subscription Site: shall mean the Subscriber's principal address set out on the Quote plus any Additional Sites.

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

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

Walk-In User: a visitor to a Subscription Site who is permitted to access the Subscriber's (or where applicable a Consortia Member's) information services as a result of their physical location within that Subscription Site

Website: the BMJ controlled website(s) and/or mobile applications upon which the Licensed Material is displayed.

Website Terms: the terms and conditions and privacy notices which govern the use of that Website.

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.

3. **Licence** In consideration of receipt of the Fee, BMJ grants the Subscriber a non-exclusive, non-transferable licence for the Subscription Term to permit Authorised Users to access the Licensed Material on the Website via the Authentication Method. Walk-In Users shall not be permitted to access Licensed Material remotely.

4. **Intellectual Property** BMJ holds all the intellectual property rights in the Licensed Material. BMJ reserves the right to withdraw from the Licensed Material, any item or part of an item for any reason including where it no longer retains the right to publish, or where it has reasonable grounds to believe the content is unlawful, infringing, false, harmful, or defamatory. The Subscriber shall not have any claim of ownership of any intellectual property rights in the Licensed Material by reason of the licence granted above or use by its Authorised Users of the Licensed Material.

5. **Perpetual Rights** Where Licensed Material includes BMJ journals content (but excluding Case Reports), BMJ grants to the Subscriber, a non-exclusive, royalty-free licence to permit Authorised Users to access **in perpetuity** those BMJ journal articles included in the Licensed Material which are *published during the Subscription Term*. The means by which the Subscriber shall have such perpetual access shall be in a manner determined by BMJ but shall be in electronic form. Where any Licensed Material for which perpetual access is granted is sold or where BMJ no longer retains the rights to such material, BMJ shall use its reasonable efforts to ensure that the purchaser or subsequent holder of the rights (as the case may be) will provide ongoing access to the affected articles. Perpetual rights shall not extend to any Licensed Material that is not a BMJ journal or any portion of journal material that has been expunged from the archive, removed pursuant to clause 4 above, damaged or sold. Should any back issues (or archival content) of any journal be accessible to Authorised Users during the Term, these shall not be part of the Subscriber's perpetual access rights.

6. Terms of Use

- 6.1. *Website terms and conditions.* Access to the Licensed Material by Authorised Users is subject to their compliance with the Website Terms. If an Authorised User fails to abide by the Website Terms, BMJ reserves the right to suspend or terminate such Authorised User's access immediately without liability.
- 6.2. *Third party materials.* Where Licensed Material includes content published by a third party, the Subscriber acknowledges that Authorised Users shall be subject to that third party's terms and conditions in relation to access and use of the third party material.
- 6.3. *Accessibility.* The Subscriber may transcribe any portion of the Licensed Material into braille or enlarged type for Authorised Users who are visually impaired.
- 6.4. *Personal use.* Each Authorised User is permitted to download and use the Licensed Material only for that Authorised User's individual use in accordance with this Agreement.
- 6.5. *Interlibrary loan and course packs.* Where the Subscriber is an academic institution its Authorised Users may:
 - 6.5.1. deliver single articles from BMJ Journals to fulfil requests from academic or other non-commercial libraries located in the Subscriber's country as part of Interlibrary Loan; and
 - 6.5.2. may incorporate a limited number of BMJ journal articles or abstracts from the Licensed Material in electronic course packs or other educational materials solely for the benefit of those Authorised Users. Each such use must carry acknowledgement of the source, title, author and publisher.
- 6.6. *Open Access Materials.* Where Licensed Material includes 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.
- 6.7. *Prohibited use.* Use of the Licensed Material for commercial purposes is prohibited under this Agreement. Commercial purposes include:
 - 6.7.1. copying or downloading any of the Licensed Material or linking to the Licensed Material for further redistribution, sale or licensing, for a fee;
 - 6.7.2. including any of the Licensed Material in other work that is then made available for sale or licensing for a fee;
 - 6.7.3. copying, downloading or posting any Licensed Material on a site or service that incorporates advertising with such content;
 - 6.7.4. using the Licensed Material for promotional or advertising purposes, whether direct or indirect, whether for a fee or otherwise e.g. distribution by or on behalf of pharmaceutical organisations; or
 - 6.7.5. using the Licensed Material for the purposes of monetary gain by means of sale, resale, license, loan, hire, transfer or any other form of commercial exploitation.
- 6.8. In addition to the above, the Subscriber and Authorised Users **must not**:
 - 6.8.1. create derivative works of the Licensed Material (or make any translation);
 - 6.8.2. remove, obscure, or change an author's name or affiliation, BMJ's or its licensor's copyright notices, policies, disclaimers, terms or other means of identification;
 - 6.8.3. systematically download or print any part of the Licensed Material;
 - 6.8.4. knowingly permit anyone other than Authorised Users to access or use the Licensed Material;
 - 6.8.5. include, mount or distribute any of the Licensed Material in other works (other than legally permitted quotations with an appropriate citation);
 - 6.8.6. use any web crawler or similar technology to index the Licensed Material; or
 - 6.8.7. provide or make available by electronic means to any third party who is not an Authorised User paper or electronic copies of any part of the Licensed Material.

7. Subscriber's obligations

- 7.1. The Subscriber agrees to:
 - 7.1.1. use its best endeavours to procure that Authorised Users are notified of, and comply with the Website Terms and any disclaimers which appear on a Website;
 - 7.1.2. undertake and maintain all reasonable security measures, necessary authentication and verification processes to ensure that only Authorised Users can access the Licensed Material and shall terminate any unauthorised access of which it becomes aware;
 - 7.1.3. provide BMJ with the information BMJ reasonably requires to set up access via the Authentication Method (including, where applicable, internet protocol addresses). **BMJ is not obliged to provide access to the Licensed Material unless and until it is in receipt of such information;** and
 - 7.1.4. pay the Fee in the Currency in accordance with the payment terms set out in this Agreement.
- 7.2. If it becomes aware of any intellectual property infringement or unauthorised access to the Licensed Material, the Subscriber shall notify BMJ immediately and cooperate fully with BMJ in its investigation of such infringement or unauthorised access. If the specific abuser(s) cannot be identified or stopped, BMJ has the right to withhold, suspend, or terminate access to all or any portion of the Licensed Material, without liability.
8. Subscriber's Liability Subscriber shall be liable for any act or omission by an Authorised User (or where Subscriber is contracting on behalf of a consortia, a Consortia Member) which, had such act or omission been by Subscriber, would be a breach of the terms of this Agreement. Where the Subscriber is contracting on behalf of a consortia, it warrants that it has the express written consent of all Consortia Members to enter into this Agreement and sign it on their behalf.

9. **Print materials** Where included in the Licensed Materials, print versions of BMJ journals will be delivered to the address(es) specified in Part A or as otherwise agreed in writing. The costs of delivery are included in the Fee. Unless otherwise agreed in writing, BMJ will deliver all issues printed during the Subscription Term starting with the issue current on the Commencement Date. BMJ will make every effort to deliver the print versions of BMJ journals within 30 days of each publication, but cannot be held responsible for postal or customs delays. Any claims for non-delivery must be notified in writing to Customer Services or by email to support@bmj.com as soon as possible and any claim notified later than three months after the publication date of the relevant issue will not be upheld where BMJ has evidence that the Licensed Materials were despatched.
10. **Fee and payment**
- 10.1. **Payment terms shall be 30 days after the date of invoice unless otherwise stated on the Quote or on your invoice. BMJ shall be entitled to issue an invoice for the first Subscription Year at any point following Subscriber's acceptance of these terms. Where the Subscription Term is multi-year, BMJ 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. Where the Licensed Material includes a print publication for delivery overseas, the Subscriber may be subject to import duties and taxes, which are levied once the package reaches the specified destination. Any additional charges for customs clearance must be borne by the Subscriber. BMJ has no control over these charges and cannot predict what they may be.
- 10.2. Submission of an order by the Subscriber for the subscription referred to in this Agreement may be taken on BMJ's behalf by a third party agent authorised by BMJ. Where applicable, payment of the Fee may also be made to such BMJ agents. Subscriber is responsible for ensuring any third party authorised to make payments on its behalf shall promptly pay BMJ (or BMJ's authorised agent) the full amounts due under this Agreement.
11. **Technical access** BMJ will not have any liability should a Website become unavailable or access to a Website become 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, incomplete or inaccessible to Authorised Users.
12. **Termination**
- 12.1. Subject to clause 12.5, and unless otherwise terminated in accordance with this termination clause, access to the Licensed Material 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.
- 12.2. BMJ may terminate this Agreement where an act or omission by the Subscriber or an Authorised User gives rise to a material or persistent breach of any term of this Agreement or any term of the Website Terms which (if capable of remedy) the Subscriber fails to remedy within 30 days of notification in writing from BMJ; or if the Subscriber defaults on making payment of the Fee or any applicable renewal fee.
- 12.3. Unless BMJ terminates this Agreement for the Subscriber's breach, upon termination or expiry of this Agreement:
- 12.3.1. access by Authorised Users to the Licensed Material (and the right to receive print copies if applicable) shall cease except for any perpetual access granted under this Agreement; and
- 12.3.2. 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.
- Where BMJ terminates this Agreement for the Subscriber's breach, any perpetual access rights shall terminate and access to all Licensed Material by Authorised Users shall cease.
- 12.4. The Subscriber may terminate this Agreement where BMJ commits a material or persistent breach of any term of this Agreement and fails to remedy such breach (if capable of remedy) within 30 days of notification in writing from the Subscriber.
- 12.5. Where the Subscription Term persists for longer than 12 months, BMJ shall have the right to terminate this Agreement at the end of each Year of the Subscription Term upon giving not less than 90 days' prior notice to the Subscriber.
13. **Warranty and liability**
- 13.1. BMJ may provide Authorised Users with links to third-party websites. Where such links exist, BMJ excludes all liability for the content of such websites. The Licensed Material is 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.
- 13.2. To the fullest extent permitted by law, BMJ and its licensors expressly exclude any representations, conditions, warranties and other terms which are implied by statute, common law or otherwise.
- 13.3. Licensed Material is not intended to act as a substitute for the professional judgement of a health professional. Use of the Licensed Material is at an Authorised User's own risk.
- 13.4. The Subscriber shall indemnify BMJ and its licensors against any claims, costs, expenses, proceeding, awards and demands made against the BMJ or its licensors by Authorised Users or any other party using the Licensed Material under, or as a

result of, the rights granted to the Subscriber in this Agreement.

- 13.5. To the fullest extent permitted by law and other than expressly provided for herein, in no circumstances shall BMJ be liable to the Subscriber, to an Authorised User, or to any party, for any indirect, incidental or consequential losses or expenses arising out of this Agreement or an inability to access the Licensed Material.
- 13.6. Nothing in this Agreement seeks to exclude liability for death or personal injury caused by BMJ's negligence or fraudulent misstatement. If BMJ has any liability under this Agreement, BMJ's aggregate liability shall not exceed the Fee applicable for access to the Licensed Material during the 12-month period preceding any claim or notice of damages.
14. **Usage statistics and data protection**
- 14.1. Anonymised and aggregated usage statistics covering the online usage of all content included in the Licensed Material shall be provided to the Subscriber. Where journals are included in Licensed Material, such 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.
- 14.2. In accordance with the terms of BMJ's privacy notice (<https://www.bmj.com/company/your-privacy/>), BMJ will make available to the Subscriber personal data pertaining to individual Authorised Users and their usage of the Licensed Materials.
- 14.3. The Subscriber undertakes to use the personal data received from BMJ pursuant to clause 14.2 above strictly for the purposes of assessing the usage of the Licensed Materials, recognising and managing continuing professional development, providing accreditation and/or to provide learning support or learning management to its Authorised Users only, and the Subscriber shall not use the personal data in a manner that could unfairly override the interests or fundamental rights and freedoms of the data subjects.
- 14.4. Before receiving any personal data from BMJ pursuant to clause 14.2, the Subscriber shall inform its Authorised Users that their personal data shall be collected by BMJ and shared with the Subscriber and shall provide its Authorised Users with the following information:
- 14.4.1. how the Subscriber shall process the personal data and its purpose(s) for doing so;
- 14.4.2. the identities of any third parties with whom the Subscriber may share the personal data; and
- 14.4.3. any other information required to be provided to the data subject(s) pursuant to applicable law.
- 14.5. Each of BMJ and the Subscriber shall comply fully with all applicable laws relating to data protection and with regard to the collection, processing and use of any personal information about Authorised Users which either Party may obtain by reason of this Agreement and the Subscriber shall provide its full assistance to BMJ to enable BMJ to comply with its obligations pursuant to this clause 14.5.
- 14.6. The provisions of this clause 14 will survive termination or expiry of this Agreement and shall remain in full force and effect so long as the Subscriber directly or indirectly processes any transferred personal data.
15. **Fraud, bribery and corruption** The Subscriber shall notify BMJ immediately if it becomes aware of, or has grounds for suspecting, any fraud or any action, including giving or receiving any financial or other advantage, that may be construed as a bribe under applicable law (**Malpractice**), relating to this Agreement or to the use of the Licensed Material. Without prejudice to any other remedy it may have, if BMJ has grounds for believing that the Subscriber or any of the Authorised Users has committed a fraud or Malpractice relating to this Agreement or the Licensed Material, BMJ may, in its absolute discretion suspend access to the Licensed Material until it has fully investigated and determined whether or not there has been any fraud or Malpractice.
16. **General**
- 16.1. Neither Party shall be liable for failure, default or delay in performing its obligations under this Agreement, caused by a force majeure event such as any act of God, war or threatened war, act or threatened act of terrorism, riot, strike, lockout, fire, flood, drought, tempest or other event beyond the reasonable control of either Party.
- 16.2. BMJ may assign or transfer any of its rights and obligations under this Agreement by giving written notice to the Subscriber. The Subscriber may not assign its rights or transfer its obligations without the prior written consent of BMJ.
- 16.3. Variations to this Agreement are only valid if recorded in writing and signed by both Parties.
- 16.4. If any provision of this Agreement is held to be invalid, the remainder of the provisions shall continue in full force and effect.
- 16.5. No third party shall be entitled to enforce the terms of this Agreement and the Parties hereby exclude any such rights for any third party enforcement.
- 16.6. 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.
- 16.7. Any notice under this Agreement must be in writing and may be delivered or sent by first class post or email to the offices of the relevant Party set out in Part A (or as otherwise notified from time to time) and such notice shall be deemed to have been received upon successful transmission of email (subject to proof) or 7 (seven) days from the date of posting.
- 16.8. Where this Agreement is bilingual, the English language version shall prevail.
- 16.9. To the fullest extent permitted by law, this Agreement constitutes the entire agreement between BMJ and the Subscriber with respect to the Licensed Material and supersedes any prior terms you may have seen or agreed.
17. **Governing law and jurisdiction**

- 17.1. Unless the Subscriber is established in the United States of America or China (see below), this Agreement shall be governed and construed in accordance with the laws of England and Wales. All claims, disputes and actions, relating to access to and use of the Licensed Material shall be determined exclusively by the English courts.
- 17.2. Where the Subscriber is established in the USA, this Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of New York (without giving effect to the principles of conflicts of laws thereof), unless the Subscriber is prevented by law from entering into any contract or agreement that is not governed by the laws of the State in which it is resident, in which case this Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State in which the Subscriber is resident. If Subscriber is required by law to be subject to the jurisdiction of its resident State, the Parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent as to the foregoing to the exclusive jurisdiction of, any state or federal court having competent jurisdiction in the State Capital of the Subscriber's home State. If Subscriber is not required by law to be subject to the jurisdiction of its home State, then the Parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, any state or federal court having competent jurisdiction in New York, New York.
- 17.3. Where the Subscriber is established in China, this Agreement shall be governed and construed in accordance with the laws of the People's Republic of China. Any dispute arising from or in connection with this Agreement 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 is final and binding upon both Parties.