



## JOURNAL AFFILIATION AGREEMENT

**AGREEMENT** (“Agreement”) made as of July 31<sup>st</sup>, 2018 by and between Elsevier Limited, with offices at The Boulevard, Langford Lane, Kidlington OX5 1GB, UK (hereinafter the “Publisher”) and the Australasian Trauma Society, with offices at PO Box 576, Crows Nest, NSW, Australia 1585 (hereinafter the “Society”).

### BACKGROUND

**WHEREAS**, the Publisher is the owner of the journal entitled Injury (the “Journal”) and

**WHEREAS**, pursuant to an agreement dated November 1<sup>st</sup>, 2006 (“Prior Agreement”) the Society is affiliated with the Journal, and the parties wish to enter into this new Agreement to replace and supersede the Prior Agreement effective with the initial date of the Initial Term as set forth herein.

**NOW**, it is mutually agreed as follows:

### ARTICLE I OWNERSHIP AND RIGHTS

- 1.1 **Copyright/Trademark.** As between the parties, the Publisher owns or controls all rights in the Journal, including without limitation the trademark rights and copyright.
- 1.2 **Grant of Rights to Publisher.** The Society grants the Publisher the right to indicate that the Society is affiliated with the Journal and that the Journal is an official publication of the Society. The notice: **The Official Journal of the Australasian Trauma Society**, along with the seal or other trademarks representing the Society, as designated by the Society, may be included on the cover of or in other locations within the Journal and on the Journal website. The Publisher may use the name and description of the Society and may also mention its collaboration with the Society in connection with its promotion and distribution of the Journal. The trade name, seal and other identifying trademarks of the Society will continue to be owned by the Society.

### ARTICLE II EDITORIAL, PRODUCTION, PUBLICATION AND DISTRIBUTION

- 2.1 **Editorial Policies.** With respect to all matters regarding the editorial operations of the Journal, the Publisher retains all responsibilities, duties, and rights.
- 2.2 **Publisher’s Staff.** The Publisher will identify a staff member to be the principal point of contact at Publisher for the Society.
- 2.3 **Production, Publication, Distribution and Promotion.** The Publisher will be responsible for all aspects of production, publication, distribution and promotion of the Journal, including advertising.

**Elsevier Limited** The Boulevard, Langford Lane, Kidlington, Oxford OX5 1GB, UK

Tel +44 (0) 1865 843000 | Fax +44 (0) 1865 843010 | [www.elsevier.com](http://www.elsevier.com)

Registered Office: The Boulevard, Langford Lane, Kidlington, Oxford OX5 1GB, UK

Registered in England, reg.no. 1982084 | vat.no. 494 627212



### ARTICLE III MEMBER SUBSCRIPTIONS

#### 3.1 **Individual Member Subscription Rates.**

(a) The Society shall order one (1) subscription to the electronic version of the Journal only for each individual member of the Society (“Member”) at the Member rate of \$AUD 48 per year for the Term (as defined below)

(b) The Member rate does not include any sales or similar taxes required by law, which may be billed by the Publisher as appropriate.

#### 3.2 **Payment for Member Subscriptions.**

(a) Fees for Member subscriptions shall be billed on a biannual basis and payment shall be made by the Society within thirty (30) days of receipt of the Publisher’s invoice.

#### 3.3 **Conditions.** Member subscriptions are intended for the personal use of Members only. The Publisher shall be entitled to enforce these terms as a condition of a Member’s receipt of a Member subscription. Members’ access to electronic versions of the Journal shall be pursuant to terms and conditions of use set and enforced by the Publisher.

### ARTICLE IV OTHER OBLIGATIONS

#### 4.1 **Promotion.** The Society will use its best efforts to promote the Journal to the Members and to the relevant scientific discipline, and will endeavour to stimulate the submission of papers of the highest professional standard.

#### 4.2 **Other Publishing Activities.** In order to ensure the scientific and commercial success of the Journal, the Society agrees that it will not involve itself in any other activities that compete with or otherwise have a materially negative impact on the Journal and will not sponsor, publish nor affiliate itself with any other scientific journal or other regularly distributed scientific publication or information service in the same or related fields. For the avoidance of doubt, the parties agree that this does not refer to the Society’s conference, newsletter and website content.

#### 4.3 **Conferences of the Society.** The Society agrees to provide the Publisher, free of charge, with complimentary registration for one attendee or exhibitor together with a single exhibiting stand comparable with other exhibitors in order to promote the Journal and related products at meetings, conferences or exhibitions that may be organized by the Society.

Elsevier Limited The Boulevard, Langford Lane, Kidlington, Oxford OX5 1GB, UK

Tel +44 (0) 1865 843000 | Fax +44 (0) 1865 843010 | [www.elsevier.com](http://www.elsevier.com)

Registered Office: The Boulevard, Langford Lane, Kidlington, Oxford OX5 1GB, UK

Registered in England, reg.no. 1982084 | vat.no. 494 627212



## ARTICLE V DISCLAIMERS WITHIN JOURNAL/[REPRESENTATIONS AND WARRANTIES]

- 5.1 Disclaimers Generally.** Each issue of the Journal shall include a disclaimer to the effect that no responsibility is assumed by the Publisher or by the Society for any injury and/or damage to persons or property as a result of any actual or alleged libellous statements, infringement of intellectual property or privacy rights, or products liability.
- 5.2 Advertising Disclaimers.** Each issue of the Journal shall include a disclaimer to the effect that the publication of an advertisement in the Journal does not constitute on the part of the Publisher or the Society a guarantee or endorsement of the quality or value of the advertised products or services described therein or of any of the representations or the claims made by the advertisers with respect to such products or services.
- 5.3 Representations and Warranties.** Each party represents and warrants as follows:
- (a) such party has all requisite legal and corporate power and authority to enter into this Agreement and to perform its obligations hereunder;
  - (b) such party will exercise due care in carrying out its duties hereunder, and will perform its services hereunder consistent with industry standards and with the quality and reputation of the Journal.
  - (c) such party's execution and delivery of this Agreement and its performance hereunder will not result in a breach of any agreement or contract by which such party is bound, or violate any applicable law or regulation, or such party's corporate or legal charter, or any judgment or order of any court or governmental agency with competent jurisdiction and authority over such party; and
  - (d) such party acknowledges and agrees that the other party does not make any representations, warranties or agreements not expressly set forth in this Agreement, and such party is not relying on any representations, warranties or agreements by the other party not expressly set forth herein.
- 5.4 Compliance with Laws.** Each party agrees to comply with all applicable laws, ordinances, codes, regulations, standards and judicial and administrative orders (collectively, "Applicable Laws") relating to its duties, obligations and performance under this Agreement and Applicable Laws prohibiting bribery and fostering transparency, including, without limitation the US Foreign Corrupt Practices Act, the UK Bribery Act and the US Physician Payment Sunshine Act and those other laws enforced in the country where business is being conducted and/or the party's place of business or residency. Each party agrees to engage only in legitimate business and ethical practices in commercial operations and in relation to its dealings with any employee or official of a government agency or any other government owned, operated or controlled entity (including, without limitation, state run universities, hospitals and libraries), or political parties or candidates (jointly "Government Official"). Neither party nor any of its officers, directors, employees or agents shall pay, offer, give, promise or authorize the payment, directly

**Elsevier Limited** The Boulevard, Langford Lane, Kidlington, Oxford OX5 1GB, UK

Tel +44 (0) 1865 843000 | Fax +44 (0) 1865 843010 | [www.elsevier.com](http://www.elsevier.com)

Registered Office: The Boulevard, Langford Lane, Kidlington, Oxford OX5 1GB, UK

Registered in England, reg.no. 1982084 | vat.no. 494 627212



or indirectly, of any monies, gifts or anything of value to any commercial contact or Government Official for the purpose or intent to induce such person to use his/her authority to help the other party or any affiliate of the other party for personal gain (any such act, a “Prohibited Payment”). A Prohibited Payment does not include a payment of reasonable and bona fide expenditures, such as travel or lodging expenses, which are directly related to the promotion, demonstration or explanation of products or services or the execution or performance of a contract provided that such payments are permissible under the Applicable Laws.

## ARTICLE VI PERSONAL DATA

- 6.1. Personal Data Processing.** Each party warrants and represents that the use and other processing of personal data that it receives from the other under this Agreement will be for the purposes and in the manner envisaged by this Agreement or as instructed in writing by the party supplying the data and in accordance with all Applicable Laws pertaining to privacy and personal data protection. Each party shall implement appropriate technical and organizational security measures aimed at protecting such personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and against all other unlawful forms of processing. The Society further warrants and represents that it has given all necessary notices and obtained all necessary consents and authorizations to the processing of the personal data it supplies to the Publisher in accordance with the purposes and in the manner envisaged by this Agreement or as instructed in writing by the Society.

The parties acknowledge and agree that the Society is the ‘controller’ and the Publisher is the ‘processor’ in respect of the ‘personal data’ supplied by the Society to the Publisher under this Agreement as those terms are defined in the Data Processing Addendum set forth in Annex 3, which shall further apply to the processing of personal data supplied by the Society to the Publisher under this Agreement.

- 6.2 Member Data.** The Society will provide to the Publisher, on an annual basis and free of charge, the Members’ full names, postal and email addresses, and any Member identification numbers, in a format specified by the Publisher, which will be used by the Publisher and its affiliates, licensees and service providers for purposes of Journal marketing and promotion] and author recruitment, including:

- online access to electronic versions of the Journal
- emailing “Call For Papers” solicitations
- emailing invitations to sign up to new Journal issue/table of contents e-alerts

## ARTICLE VII DURATION AND TERMINATION

**Elsevier Limited** The Boulevard, Langford Lane, Kidlington, Oxford OX5 1GB, UK

Tel +44 (0) 1865 843000 | Fax +44 (0) 1865 843010 | [www.elsevier.com](http://www.elsevier.com)

Registered Office: The Boulevard, Langford Lane, Kidlington, Oxford OX5 1GB, UK

Registered in England, reg.no. 1982084 | vat.no. 494 627212



- 7.1 Term.** The initial term of this Agreement (“Initial Term”) will begin on January 1<sup>st</sup>, 2019 and shall conclude on December 31<sup>st</sup>, 2021. Notwithstanding the dates set forth herein, the parties agree that the provisions of this Agreement shall cover their respective rights and responsibilities relating to sponsorship of the Journal beginning with the first issue of 2019 and concluding with the last issue of 2021 and that accordingly the performance of such rights and responsibilities associated with those issues may therefore extend outside such dates.
- 7.2 Renewal.** This Agreement shall be automatically renewed for three (3) year periods (each, a “Renewal Term”) unless either party gives written notice to the other party at least six (6) months prior to the expiration of the then current Term. The Initial Term and all Renewal Terms are collectively referred to as the “Term”.
- 7.3 Termination.**
- (a) Except as otherwise provided in this Agreement, either party may terminate this Agreement prior to the expiration of its Term if the other party fails to perform any of its material obligations hereunder or is in material breach of any of its representations, warranties or covenants contained herein, provided that the non-breaching party has provided written notice of such breach and the breach is not then cured within forty-five (45) days, or in the event of a breach that is not capable of cure, if the breaching party has not made reasonable provisions within forty-five (45) days to avoid a similar future breach.
  - (b) Either party may terminate this Agreement upon written notice in the event the other is insolvent, files a petition in bankruptcy, or makes an assignment for the benefit of creditors.
  - (c) The Publisher may terminate this Agreement upon twelve (12) months written notice if it decides to discontinue the Journal.

## ARTICLE VIII GENERAL PROVISIONS

**Elsevier Limited** The Boulevard, Langford Lane, Kidlington, Oxford OX5 1GB, UK

Tel +44 (0) 1865 843000 | Fax +44 (0) 1865 843010 | [www.elsevier.com](http://www.elsevier.com)

Registered Office: The Boulevard, Langford Lane, Kidlington, Oxford OX5 1GB, UK

Registered in England, reg.no. 1982084 | vat.no. 494 627212



- 8.1 Force Majeure.** Neither party's delay nor failure to perform any provision of this Agreement as a result of circumstances beyond its control shall be deemed a breach of this Agreement.
- 8.2 Assignment.** Except as otherwise expressly provided herein, neither party shall directly or indirectly assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, prior written consent is not required if the Publisher assigns this Agreement to an affiliate or subsidiary or sells or transfers all or substantially all of its assets.
- 8.3 Entire Agreement/Severability/Waiver/Modification/Binding Effect.** This Agreement, including terms on the Publisher's website incorporated by reference, represents the entire agreement between the parties in relation to the subject matter hereof and supersedes any previous agreements whether written or oral. The provisions of this Agreement shall be severable, and in the event that any provision of this Agreement is found to be legally unenforceable, such unenforceability shall not prevent the enforcement or any other provision of this Agreement. The waiver by either party of any breach or failure to enforce any of the terms of this Agreement at any time shall not constitute a waiver of any term hereof. This Agreement may be modified or amended only by a written document executed by both parties, except the Publisher may update the terms on the Publisher's website incorporated by reference by posting updated terms on the website. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of each party.
- 8.4 Notices.** All notices under this Agreement shall be given in writing by a representative of the notifying party to a representative of the other party, and shall be effective upon actual receipt by the receiving party representative or three (3) days after deposit into overnight courier delivery service addressed to the other party at the address given herein or at such other address about which the notifying party shall have been informed from time to time.
- 8.5 Relationship.** Nothing in this Agreement shall be deemed to create any employer/employee, agency, fiduciary, joint venture or other similar relationship between the parties.
- 8.6 Governing Law.** Regardless of the place of physical execution of this Agreement, or of its delivery, this Agreement shall be treated as though executed within England and Wales (the "Governing State") and shall be governed and interpreted according to the laws of that Governing State; and the parties irrevocably submit to the jurisdiction of the courts of the Governing State with respect to all disputes or matters arising out of or pertaining to this Agreement.
- 8.7 Confidentiality.** The Publisher and the Society shall each maintain all of the other party's Confidential Information (as defined herein) in strict confidence, will not disclose any Confidential Information to any third party other than as necessary to perform the obligations set forth in this Agreement, and will protect such information with the same degree of care that

Elsevier Limited The Boulevard, Langford Lane, Kidlington, Oxford OX5 1GB, UK

Tel +44 (0) 1865 843000 | Fax +44 (0) 1865 843010 | [www.elsevier.com](http://www.elsevier.com)

Registered Office: The Boulevard, Langford Lane, Kidlington, Oxford OX5 1GB, UK

Registered in England, reg.no. 1982084 | vat.no. 494 627212




such party exercises with its own Confidential Information, but in no event less than a reasonable degree of care. For the purposes of this Agreement, “*Confidential Information*” means any business, financial, operational, customer, vendor and other information disclosed by one party to the other and not generally known by or disclosed to the public or known to the receiving party solely by reason of the negotiation or performance of this Agreement, and shall include, without limitation, the terms of this Agreement.

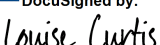
**8.8 Survival.** The representations and warranties set out in this Agreement and the General Provisions articles shall survive the expiration or termination of this Agreement.

**IN WITNESS WHEREOF**, the undersigned execute this Agreement.

**AUSTRALASIAN TRAUMA SOCIETY**

By: \_\_\_\_\_  
DocuSigned by:  
  
52A4C93165D04F3...  
 Name: Michael Parr  
 Title: President ATS

**ELSEVIER LIMITED**

By: \_\_\_\_\_  
DocuSigned by:  
  
D7D28F7EEA4E49C...  
 Name: Louise Curtis  
 Title: VP Publishing

**Elsevier Limited** The Boulevard, Langford Lane, Kidlington, Oxford OX5 1GB, UK

Tel +44 (0) 1865 843000 | Fax +44 (0) 1865 843010 | [www.elsevier.com](http://www.elsevier.com)

Registered Office: The Boulevard, Langford Lane, Kidlington, Oxford OX5 1GB, UK

Registered in England, reg.no. 1982084 | vat.no. 494 627212





## ANNEX 3 DATA PROCESSING ADDENDUM

### A. Definitions

1. The terms “controller”, “data subject”, “personal data”, “personal data breach”, “processing”, and “processor” will have the meanings ascribed to them in the Data Protection Laws, and where the relevant Data Protection Laws use the term ‘data controller’ or ‘data processor’, they shall be read as controller and processor, respectively.
2. “Data Protection Laws” means all data protection laws and regulations, including those of the Netherlands, United Kingdom (“UK”), Switzerland, European Economic Area (“EEA”) and the European Union (“Union”), applicable to the processing of personal data under the Agreement, including the GDPR from 25 May 2018.
3. “DPA” means this Data Processing Addendum.
4. “GDPR” means Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) from 25 May 2018.

### B. Scope

This DPA applies to the processing of personal data within the scope of the Data Protection Laws by the Publisher on behalf of the Society. This DPA does not apply where the Publisher is a controller of personal data. The commitments under the GDPR apply from 25 May 2018.

### C. Processing

1. The Publisher shall not engage another processor without prior specific or general written authorization of the Society. In the case of general written authorization, the Publisher shall inform the Society of any intended changes concerning the addition or

**Elsevier Limited** The Boulevard, Langford Lane, Kidlington, Oxford OX5 1GB, UK

Tel +44 (0) 1865 843000 | Fax +44 (0) 1865 843010 | [www.elsevier.com](http://www.elsevier.com)

Registered Office: The Boulevard, Langford Lane, Kidlington, Oxford OX5 1GB, UK

Registered in England, reg.no. 1982084 | vat.no. 494 627212





replacement of other processors, thereby giving the Society the opportunity to object to such changes.

2. Processing by the Publisher shall be governed by this DPA. In particular, the Publisher shall:

- (a) process the personal data only on documented instructions from the Society, including with regard to transfers of personal data to a third country or an international organization, unless required to do so by UK, Union or Member State law to which the Publisher is subject; in such a case, the Publisher shall inform the Society of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
- (b) ensure that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- (c) take all measures required pursuant to Article 32 of the GDPR;
- (d) respect the conditions referred to in paragraphs 1 and 3 in this clause C for engaging another processor;
- (e) taking into account the nature of the processing, assist the Society by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Society's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;
- (f) assist the Society in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of processing and the information available to the Publisher;
- (g) at the choice of the Society, delete or return all the personal data to the Society after the end of the provision of services relating to processing and delete existing copies unless UK, Union or Member State law requires storage of the personal data;
- (h) make available to the Society all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by the Society or another auditor mandated by the Society.

**Elsevier Limited** The Boulevard, Langford Lane, Kidlington, Oxford OX5 1GB, UK

Tel +44 (0) 1865 843000 | Fax +44 (0) 1865 843010 | [www.elsevier.com](http://www.elsevier.com)

Registered Office: The Boulevard, Langford Lane, Kidlington, Oxford OX5 1GB, UK

Registered in England, reg.no. 1982084 | vat.no. 494 627212



The Publisher shall immediately inform the Society if, in its opinion, an instruction from the Society to the Publisher infringes the GDPR or other UK, Union or Member State data protection provisions.

3. Where the Publisher engages another processor for carrying out specific processing activities on behalf of the Society, the same data protection obligations as set out in this DPA shall be imposed on that other processor by way of a contract or other legal act under UK, Union or Member State law, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the GDPR. Where that other processor fails to fulfil those data protection obligations, the Publisher shall (subject to the terms of the Agreement) remain fully liable to the Society for the performance of that other processor's obligations.
4. The subject-matter of processing is the personal data provided by the Society to the Publisher under the Agreement. The duration of the processing is the duration of the Publisher's provision of the services to the Society under the Agreement. The nature and purpose of the processing is in connection with the Publisher's provision of the services to the Society under the Agreement. The types of personal data processed and categories of data subjects are described in Article VI of the Agreement.
5. The Agreement including this DPA are the Society's complete and final documented instructions to the Publisher for the processing of personal data. Additional or alternate instructions must be agreed upon separately by the parties in writing. The Publisher will ensure that its personnel engaged in the processing of personal data will process personal data only on documented instructions from the Society, unless required to do so by UK, Union, Member State or other applicable law.
6. On expiration or termination of the Agreement and conclusion of the services provided by the Publisher to the Society, the Publisher shall delete or return personal data in accordance with the terms and timelines set forth in the Agreement, unless UK, Union, Member State or other applicable law requires storage of the personal data.

#### D. Subprocessors

The Society consents to the Publisher engaging other processors for the processing of personal data in accordance with this DPA. The Publisher shall maintain a list of such processors at <http://www.elsevier.com/legal/subprocessors> which the Publisher may update from time to

**Elsevier Limited** The Boulevard, Langford Lane, Kidlington, Oxford OX5 1GB, UK

Tel +44 (0) 1865 843000 | Fax +44 (0) 1865 843010 | [www.elsevier.com](http://www.elsevier.com)

Registered Office: The Boulevard, Langford Lane, Kidlington, Oxford OX5 1GB, UK

Registered in England, reg.no. 1982084 | vat.no. 494 627212



time. At least fourteen (14) days before authorising any new such processor to process personal data, the Publisher shall update the list on its website. The Society may object to the change without penalty by notifying the Publisher within fourteen (14) days after the website is updated and describing its reasons to object. The Publisher shall use reasonable endeavours to avoid processing of personal data by such new processor to which the Society reasonably objects.

#### E. Data Subject Rights

The Publisher shall, to the extent legally permitted, promptly notify the Society of any data subject requests the Publisher receives and reasonably cooperate with the Society to fulfil its obligations under the Data Protection Laws in relation to such requests. The Society shall be responsible for any reasonable costs arising from the Publisher providing assistance to the Society to fulfil such obligations.

#### F. Transfer

The Publisher shall ensure that, to the extent that any personal data originating from the UK, Switzerland or EEA is transferred by the Publisher to another processor in a country or territory outside the UK, Switzerland or EEA that has not received a binding adequacy decision by the European Commission or competent national data protection authority, such transfer shall be subject to an appropriate transfer mechanism that provides an adequate level of protection in accordance with the Data Protection Laws.

#### G. Security

1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the parties shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including the measures set out in Article 32 of the GDPR as appropriate.
2. In assessing the appropriate level of security, account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.
3. The parties shall take steps to ensure that any natural person acting under the authority of either party who has access to personal data does not process them except on

**Elsevier Limited** The Boulevard, Langford Lane, Kidlington, Oxford OX5 1GB, UK

Tel +44 (0) 1865 843000 | Fax +44 (0) 1865 843010 | [www.elsevier.com](http://www.elsevier.com)

Registered Office: The Boulevard, Langford Lane, Kidlington, Oxford OX5 1GB, UK

Registered in England, reg.no. 1982084 | vat.no. 494 627212



instructions from the Society, unless he or she is required to do so by UK, Union or Member State law.

#### H. Personal Data Breach

The Publisher shall notify the Society without undue delay after becoming aware of a personal data breach and shall reasonably respond to the Society's requests for further information to assist the Society in fulfilling its obligations under Articles 33 and 34 of the GDPR.

#### I. Records of Processing Activities

The Publisher shall maintain all records required by Article 30(2) of the GDPR and, to the extent applicable to the processing of personal data on behalf of the Society, make them available to the Society as required.

#### J. Audit

Audits shall be (i) subject to the execution of appropriate confidentiality undertakings; (ii) conducted no more than once per year, unless a demonstrated reasonable belief of non-compliance with the Agreement has been made, upon thirty (30) days written notice and having provided a plan for such review; and (iii) conducted at a mutually agreed upon time and in an agreed upon manner.

#### K. Conflict

If there is any conflict or inconsistency between the terms of this DPA and the rest of the Agreement, the terms of this DPA shall control to the extent required by law. Otherwise, the other parties of the Agreement shall control in the case of such conflict or inconsistency."

**Elsevier Limited** The Boulevard, Langford Lane, Kidlington, Oxford OX5 1GB, UK

Tel +44 (0) 1865 843000 | Fax +44 (0) 1865 843010 | [www.elsevier.com](http://www.elsevier.com)

Registered Office: The Boulevard, Langford Lane, Kidlington, Oxford OX5 1GB, UK

Registered in England, reg.no. 1982084 | vat.no. 494 627212