

## Grant of Electronic Rights

The signing date of **THIS AGREEMENT** is \_\_\_\_\_ 2024.

Between **EWA Publishing [hereinafter referred to as 'the Publisher']**, **John Eccles House, Robert Robinson Avenue, Oxford (OX4 4GP), United Kingdom** of the one part and \_\_\_\_\_ **[hereinafter referred to as 'the Author(s)']** of the other part.

The Author(s) are requested to read this agreement carefully to this agreement:

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It is hereby mutually agreed by the parties as follows:

1. This grant of rights is made in order to facilitate access to the article by users of the Service.
2. The Author(s) hereby grant to the Licensee a non-exclusive and non-transferable license:
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3. As part of the Service, the Licensee offers end users free access to the article via **the Publisher's and publishing related third parties'** websites. The Author(s) know or reasonably ought to know that their materials will be submitted to the abstracting and indexing databases including **CNKI, eReading, WanFang Data, VIP Database**, etc. by the Publisher, for making the publication widely available.
  - a) The publishing related third parties also include the entities, which the Publisher might choose to cooperate with, to operate the publications (generally indicated to the "易达威（北京）出版科技有限公司", if there are any other entities, it is **the Publisher's** right to explain).
  - b) The Publisher has the right that the Author(s) agree with, **to choose which third party to submit the materials to**. The Publisher should guarantee that submissions of the materials will only on the third parties which are related to data indexing and publication operation cooperation.

c) Any third parties **will not be** the Licensee of this agreement **unless the Publisher submits** the Author(s)' materials to their databases, and the third party **accepts** the materials for being indexed or spread by its websites.

d) The Author(s) know or reasonably ought to know that once **the Publisher submits** the Author(s)' materials **successfully** to a third party's database, and the materials **are accepted** by the third party for being indexed or spread online, **the third party will be default considered as a Licensee of this agreement.**

e) If the Author(s) do not agree with the Publisher's right to choose the third party, please do inform the Publisher and shall not accept this agreement.

4. The Publisher will make the materials available to the Third Parties as soon as the electronic version of the materials is published.

#### 5. Liability

a) Neither party shall be liable for any of the following kinds of loss, whether they have been advised of the likelihood of that damage: special or punitive damages; indirect, incidental or consequential loss or damage of any kind whatsoever; loss of profits, loss of business opportunities or loss of anticipated savings; and any kind of loss or damage to the extent that it results from a matter that is beyond the control of the other party.

b) The Publisher acknowledges that the Third Parties are unable to exercise control over the availability of the Internet or any other data network, nor over the quality of the E-Journal supplied by the Publisher.

#### 6. Term and Termination

a) The Effective Date of this Agreement shall be the date of signing ("Effective Date").

b) The term of this Agreement shall be for an initial period from the Effective Date of this Agreement to 31st December of the next year and for ten years thereafter and shall continue in force for annual periods thereafter unless and until terminated by either party as provided herein. Either party may terminate this Agreement with at least six 6 months prior written notice to the other party to terminate on the final 31 December of the initial period and each subsequent 31 December.

c) Either party may, by giving a written notice to the other, terminate this Agreement with immediate effect if the other party commits a material breach that cannot be remedied; has not been remedied within thirty days of the receipt of notice that identifies the breach and requires its remedy; becomes unable to pay its debts or enters into compulsory or voluntary liquidation or compounds with or convenes a meeting of its creditors or has a receiver or manager or an administrator appointed or ceases for any reason to carry on business or takes or suffers any similar action which in the opinion of the party seeking to terminate means that the other party may be unable to pay its debts.

d) Termination of this Agreement, for whatever reason, shall not affect any rights or obligations of the parties that shall have accrued prior to the termination.

e) In the event of termination of this Agreement, the Licensee shall have the right to keep the archive in order to perform its prior obligations towards their online platforms customers.

#### 7. Confidentiality

a) Each party (the "Recipient") undertakes to keep all Confidential Information obtained from the other party (the "Disclosing Party") in the strictest confidence and, subject to the other provisions of this clause, not to disclose such information to any third party without the prior consent of the Disclosing Party.

b) The provisions of this Clause shall not prevent the Recipient from disclosing any information that was properly in the possession of the Recipient (with full right to disclose) prior to receiving it from the Disclosing Party; or is or subsequently comes into the public domain other than by breach of this Agreement; or was independently developed by the Recipient; or was received from a third party which had properly obtained the Confidential Information and was free to divulge it.

#### 8. Force Majeure

Neither party shall be deemed to be in breach of this Agreement, or otherwise liable to the other, by reason of any delay in performance or non-performance of any of its obligations under this Agreement to the extent that such delay or non-performance is due to any cause beyond its reasonable control including but not limited to the acts, defaults or omissions of suppliers or sub-contractors or strike, lockout or other form of industrial action or other events of Force Majeure.

#### 9. Variations, Notices, Assignment, Partnership or Agency, Waiver

(i) No purported Variation of this Agreement shall be effective unless it is agreed in writing and where appropriate signed each party.

(ii) A party shall not attempt to prevent or delay the service on it of a notice connected with this Agreement.

(iii) This Agreement shall be binding upon and inure for the benefit of the successors in title of the parties but shall not be assignable by the Licensee without prior written consent of the other, not to be unreasonably withheld. Nor shall either party hold the benefit of this Agreement in trust for any other person without the prior written consent of the other, not to be unreasonably withheld.

(iv) No waiver of any right under this Agreement shall be effective unless made in writing and signed by a duly authorized representative of the party to be bound. No waiver of any past or present right arising from any breach or failure to perform shall be deemed to be a waiver of any future right arising under this Agreement.

(v) If any of the provisions of this Agreement shall be declared to be invalid, unlawful or unenforceable by judicial or administrative decision, any such provisions shall be deemed

deleted and shall not in any way affect the validity or enforceability of any other provisions of this Agreement. The remaining provisions shall remain in full force and effect, unless such invalidity or unenforceability does substantial violence to the underlying intent of the remainder of this Agreement, or the invalid or unenforceable provisions comprise an integral part of, or are otherwise clearly inseparable from, the remainder of this Agreement.

10. This Agreement shall be governed by and construed in accordance with the laws of P.R.CHINA. The parties hereto hereby submit to the competent People's Court where the Author is located in all matters relating thereto.

**[√] The Author(s) have read and accepted all the content of this agreement. Once the Author(s) accept this agreement, the Author(s)' acknowledgement of this agreement is default.**

Author(s) Name: