

nature

MASTERCLASSES

**Changchun Institute of Optics, Fine Mechanics and Physics
(CIOMP)**

9th and 10th July 2015

Nature Publishing Group is pleased to hold a *Nature Masterclass* at CIOMP on the 9-10th July 2015. *Nature Masterclasses* are designed to teach researchers of all levels how to write high-quality scientific manuscripts and optimize their chances of being published in **high-impact** journals.

To achieve these objectives, *Nature Masterclasses* use a combination of short lectures, open discussion and practical exercises. The training is led by experts: current editors from the Nature series of journals, who can share their knowledge and insight from working at the world's foremost scientific publishing house.

Sessions
include:

- What makes a *Nature* paper?
- Creating Coherency and a Narrative in your Writing
- Titles and Abstracts
- Presenting and Discussing Results
- Producing Effective Figures, Graphs and Tables
- Editorial Processes and Peer Review

Further details of the Masterclass location will be sent to registrants closer to the time. Please note that you must be able to attend both days of the Masterclass, we will accept no concessions for attending only one day. The Masterclass will run from 9am – 5.30pm on both days. Workshop places are **RMB 9,800 (excl. VAT)** per person and are strictly limited to 30 participants.

**To sign up to attend one of the Nature Masterclasses at CIOMP,
please complete the registration form overleaf.**

Registration Details:

For multiple bookings please copy this form.

Once completed, please return the form by mail to: Nature Masterclass Registration c/o Ms Yolanda Zhang, Unit 10-11, 42 F, The Center, 989 Changle Road, Shanghai, 200031. Or scan and email to:

Yolanda.Zhang@macmillan.com. Please retain the T&Cs for your records.

Customer Name (First Name, Last Name):	
Position:	
Institution / Organisation:	
Telephone Number:	
Email Address:	
Invoice Title	
<p>The fee is RMB 9800 plus sales tax. Please note that payment can only be made by Bank Transfer.</p> <p>账户名: 希仕会务咨询(上海)有限公司 Account Name: XISHI MEETING AFFAIRS CONSULTING (SHANGHAI) CO,LTD</p> <p>开户行: 渣打银行(中国)有限公司上海分行 Account Bank: STANDARD CHARTERED BANK (CHINA) LIMITED SHANGHAI BRANCH 银行账号: 5015-1046-0105 Account No: 5015-1046-0105 银行地址: 上海市世纪大道 201 号渣打银行大厦 22F Bank Address: 22F, Standard Chartered Bank Building, 201 Century Avenue, Shanghai, China</p>	

The Nature Masterclasses are supplied by MACMILLAN SCIENCE COMMUNICATION, a division of Macmillan Publishers Limited (company number 785998) whose registered office is at Brunel Road, Houndmills, Basingstoke, Hampshire RG21 6XS. Shanghai office: Macmillan Information Consulting Services (Shanghai) Co., Ltd. Unit 10-11, 42 F, The Center 989 Changle Road, Shanghai, 200031

The Parties each agree to the terms of this Agreement (which expression includes the Term Sheet and the attached Terms and Conditions).

SIGNATURE:

PRINT NAME:

TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires the following words shall have the following meaning:

Affiliate, means any person that directly or indirectly controls or is controlled by, or is under common control with a Party;

Agreement, means these terms and conditions, the Term Sheet and any variation(s) agreed in accordance with clause 18.1;

Authority, means any governmental or regulatory body in any territory;

Certificate, means a training certificate issued by the Supplier to certify that the Customer has attended a full Masterclass;

Data Protection Legislation, means the Data Protection Act 1998, the Data Protection Directive (95/46/EC), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy, and the equivalent of any of the foregoing in any relevant jurisdiction;

Intellectual Property Rights, means all patents, copyright and related rights, trade marks, service marks, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world;

Parties, means the Supplier and the Customer (and "Party" means each of them);

VAT, means value added tax chargeable under the UK Value Added Tax Act 1994, as amended or replaced from time to time; and

Working Day, means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

1.2

In this Agreement, any word which is defined in the Term Sheet shall have the meaning as described in the Term Sheet.

1.3

To the extent there is any conflict between the provisions of these terms and conditions and the Term Sheet, the provisions of the Term Sheet shall prevail.

2.

APPOINTMENT AND DURATION

2.1

The Supplier shall provide the Masterclass to the Customer on a non-exclusive basis on the terms and conditions of this Agreement.

2.2

This Agreement shall commence on the last date of signature and shall continue in force until the date of the Masterclass, upon which date the Agreement shall automatically expire.

3.

FEE AND PAYMENT

3.1

In consideration of the provision of the Masterclass by the Supplier, the Customer shall pay the Fee plus VAT or any other applicable sales tax to the Supplier.

3.2

The Supplier shall issue an invoice to the Customer for the Fee on the Invoice Date and the Customer shall pay such invoice within 30 days of issue or before the start of the Masterclass, whichever is sooner.

3.3

Without prejudice to its rights or remedies under this Agreement or at law, if the Customer fails to pay the Supplier on the due date, the Supplier may (in its sole discretion):

- (a) charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Barclays Bank plc accruing on a daily basis and being compounded monthly until payment is made, whether before or after the date of any judgment; and/or
- (b) suspend the Masterclass and the performance of any of the Supplier's obligations under this Agreement, until

	payment has been made in full; and/or		incurred by the Supplier; and
	(c) terminate this Agreement where payment of an invoice remains outstanding for longer than 10 days from the date when payment becomes due.	(c)	where notice is received by the Supplier more than 60 Working Days prior to the Masterclass Date, 15% of the Fee and any Travel and Disbursement and related expenses incurred by the Supplier.
3.4	All sums payable under this Agreement shall be paid in full without any deductions (including deductions in respect of items such as income, corporation, or other taxes, charges and/or duties) except where the payer is required by law to deduct withholding tax from sums payable to the payee. If any such withholding or deduction is required, the payer shall, when making the payment to which the withholding or deduction relates, pay to the payee such additional amount as will ensure that the payee receives the same total amount that it would have received if no such withholding or deduction had been required.	4.3	The Customer agrees and acknowledges that the cancellation and postponement charges described in this clause 4 represent a genuine pre-estimate of the costs which the Supplier will incur as a result of such cancellation or postponement.
4.	CANCELLATION AND POSTPONEMENT	5.	MASTERCLASSES
4.1	If a Customer wishes to cancel the Masterclass, it shall notify the Supplier in writing as soon as possible. Notification by telephone shall not be permitted.	5.1	The Supplier shall provide a Certificate to the Customer if it attends and participates in the entire Masterclass.
4.2	In the event of any cancellation of a Masterclass by the Customer, the Customer shall (subject to clause Error! Reference source not found. (a)) pay the following cancellation charges to the Supplier:	5.2	If the Customer is late for the Masterclass, or leaves before the end of a Masterclass, the Supplier may (in its sole discretion) refuse to issue a Certificate for the Customer. In all such cases, the full Fee shall remain payable.
	(a) where notice is received by the Supplier 0-30 Working Days prior to the Masterclass Date, 100% of the Fee and any Travel and Disbursement and related expenses incurred by the Supplier;	5.3	The Customer shall not sell or transfer its place without the Supplier's prior written consent. The Customer's place may not be offered by the Customer as a part of a package of goods or services (which, for the avoidance of doubt, includes any hospitality package), unless agreed by the Supplier in advance.
	(b) where notice is received by the Supplier 31-60 Working Days prior to the Masterclass Date, 50% of the Fee and any Travel and Disbursement and related expenses	5.4	For the avoidance of doubt, if the Customer fails to attend a Masterclass, the full Fee shall remain payable.
		5.5	If the Supplier's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay.
		6.	INTELLECTUAL PROPERTY RIGHTS
		6.1	All Intellectual Property Rights in the Masterclass Materials shall vest in the Supplier or its third party licensors. To

the extent any such Intellectual Property Rights vest in the Customer by operation of law, the Customer hereby assigns (including by way of future assignment) all such Intellectual Property Rights to the Supplier. The Customer agrees, at the request of the Supplier, to execute all documents reasonably required by the Customer in order to effect such assignment.

6.2 In consideration of the Fee and subject to clause 6.3, the Supplier hereby grants to the Customer a personal, non-exclusive, royalty-free, perpetual licence to use the Masterclass Materials solely for the purposes of the Customer's personal training purposes. For the avoidance of doubt, Masterclass Materials may not be used by any other person.

6.3 The Customer shall not:

- (a) copy, broadcast, make available to the public, record, store (in any medium), transmit, show or play in public, adapt or change in any way the Masterclass Materials (or any part of them) for any purpose,
- (b) use any of the Supplier's rights, logos or trade marks, service marks or brand names (whether registered or unregistered) for any purpose,

except with the Supplier's prior written consent.

7. TERMINATION

7.1 Either Party may terminate this Agreement:

- (a) in accordance with clause 14.1;
- (b) immediately upon notice to the other Party in the event that the other Party becomes or is declared insolvent, has a liquidator, receiver or administrative receiver appointed or passes a resolution for winding up

(otherwise than for the purpose of a solvent amalgamation or reconstruction) or if a court having proper authority makes an order to that effect or the other party enters into administration, is the subject of an administration order or proposes to or enters into any voluntary arrangement with its creditors in the content of a potential liquidation; or

- (c) immediately upon written notice to the other Party if the other Party commits a material breach of the Agreement which cannot be remedied or, if such breach can be remedied, fails to remedy such breach within 30 days of being given written notice to do so.

7.2 The Supplier may terminate this Agreement:

- (a) in accordance with clause 3.3(c); or
- (b) immediately upon written notice to the Customer if it permits the sale or transfer of its Masterclass place in breach of clause 5.3.

8. CONSEQUENCES OF TERMINATION

8.1 The accrued rights, remedies, obligations and liabilities of the Parties as at termination shall not be affected, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination.

8.2 Clauses which expressly or by implication have effect after termination shall continue in full force and effect including without limitation clauses 6, 7, 8, 9, 17.1 and 19.

9. CONFIDENTIALITY

9.1 Each Party undertakes that it shall not for a period of two years from the date of this Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party, except as permitted by clause 9.2.

9.2 Each Party may disclose the other Party's confidential information:

- (a) to its employees, officers, Affiliates, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Agreement. Each Party shall procure that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply with this clause 9; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

9.3 No Party shall use any other Party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

10. DISCLAIMER

10.1 Please note that attending the Masterclass in no way implies that any article written by the Customer will be selected for peer review or accepted by a Nature Publishing Group publication or any other publication. The Supplier does not and will not intervene in manuscript selection by journal editors. The editorial decisions of any journal editor are discretionary and based on the quality and suitability of a manuscript for that journal and as such are entirely independent of the Supplier.

10.2 Customer acknowledges and agrees that the Supplier does not: (i) review the substance of documents submitted to it; (ii) guarantee the results of the Services; or (iii) represent, warrant or guarantee that the use of the Masterclass or service

will result in publication of any particular paper or scholarly work.

10.3 Any edits or comments that depend on an editor's technical interpretation are suggestions to promote further consideration, but they should not be used as the sole basis for important decisions such as journal submission, manuscript rewriting or the initiation of further experimental work – these decisions should be based on careful consideration by the author(s) and, if required, advice from independent technical experts.

11.

11.1

LIABILITY

Nothing in this Agreement limits or excludes the Supplier's liability for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability which cannot be limited or excluded by applicable law.

11.2

Subject to clause 11.1, the Supplier shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of or damage to goodwill;
- (f) loss of use or corruption of software, data or information;
- (g) any indirect or consequential loss.

11.3

Subject to clause 11.1 and clause 11.2, the Supplier's total liability to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to a sum equal to the equivalent of the total Fees

11.4 payable by the Customer under this Agreement.
Except as expressly stated in this agreement, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.

12. DATA PROTECTION

12.1 The Customer shall provide all necessary consents pursuant to Data Protection Legislation to ensure that the Supplier is able to retain and use data provided by Customer in the Masterclass feedback forms for the Supplier's internal business purposes.

13. ANTI-BRIBERY

13.1 The Parties do and shall, in the performance of their respective obligations under this Agreement comply at all times with all relevant laws, statutes and regulations applicable to their activities, including in particular all applicable laws and regulations concerning the prohibition of bribery, corruption, improper gifts and payments, at all times.

14. FORCE MAJEURE

14.1 In the event that any Party is delayed in the performance of its obligations under this Agreement by Force Majeure, this Agreement shall remain in suspense until the cause thereof has ceased PROVIDED THAT if such suspension continues for a period exceeding two (2) months either Party shall be entitled to terminate this Agreement. For the purposes of this clause, "Force Majeure" shall include, although not by way of limitation, acts of God, strikes, lock-outs, riots, sabotage, acts of war or piracy, destruction of essential equipment by fire, explosion, storm, tempest, flood or earthquake, and delay caused by failure of power supplies or transport facilities in each case outside the reasonable control of the Party relying on such event.

15. ENTIRE AGREEMENT

15.1 This Agreement sets out the entire agreement of the Parties with respect to its subject matter and no prior oral or written statement or representation not contained in this Agreement shall have

force or effect, save that nothing in this Agreement shall exclude or limit a Party's liability for fraud.

16. ASSIGNMENT AND SUB-CONTRACTING

16.1 Unless specifically provided for in this Agreement the obligations on each Party hereto may not be directly or indirectly assigned in whole or in part by one Party without the prior written consent of the other Party, which consent may not be unreasonably withheld save that either Party may, without the consent of the other assign the whole of this Agreement to its Affiliate or to a third party that acquires any of its business or assets.

16.2 The Supplier shall be entitled to sub-contract any of its obligations under this Agreement without requiring the prior consent of the Customer, provided the Supplier shall be liable to the Customer for all acts and/or omissions of its sub-contractors (whether tortious, contractual or otherwise) as if such act or omission had been committed or omitted by Supplier itself.

17. NOTICES

17.1 Notices to be given under this Agreement shall be in writing and sent by courier to the address given in this Agreement (or any other address which the address may have given in accordance with this Agreement). Notices will be deemed to have been received by the addressee at the time of delivery if delivered during the addressee's normal working hours.

18. GENERAL

18.1 No modification or amendment to this Agreement shall be binding on either Party unless it is agreed in writing by both Parties.

18.2 This Agreement shall not be deemed to constitute a partnership, agency, joint venture or contract of employment between the Parties.

18.3 If any of the provisions in this Agreement are or become invalid under any applicable statute or rule of law, they are to that extent to be omitted and shall be replaced with valid provisions with the same economic result and all other remaining provisions shall remain in full force and effect.

18.4 A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

18.5 The failure by either Party to enforce any one of more of the terms of this Agreement at any time or for any period shall not constitute a waiver of such term or of that Party's right to enforce any and all terms of the Agreement subsequently.

18.6 Save as required by law or as otherwise provided for in this Agreement, no publicity shall be permitted by either of the Parties relating to any matter in connection with this Agreement without the prior written consent of all of the other Parties.

19. GOVERNING LAW AND JURISDICTION

19.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with law of England and Wales.

19.2 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the Supplier's right to bring proceedings against the Customer in any other court of competent jurisdiction.