



NVivo Transcription

NVivo Transcription

Available to purchase until 30/06/2022

Powerful automated transcription that gives you the freedom to focus on your analysis. Your institution can volume purchase transcription hours, transfer credits, and manage users from one central location.

Key Facts

Benefits

- Discounted pricing for the academic community
- Tiered pricing based on hours bought
- Purchase ad-hoc or quarterly with added discount
- Distribute licences as you see fit

Important dates

Agreement Start: 1 October 2019

Agreement End: 30 June 2022

Subsequent invoice date: Ad-hoc purchase

Licence Type

Site Licence

Commitment Period

Institutions have 120 days to use the minutes once bought.

Trial

All users can access 15 free minutes of transcription credits via [this link](#). Demos are also available on demand - contact Chest Help

Eligible Institutions

Higher and Further Education, Research Councils, Associated Sites, Charities in the United Kingdom and Third Level Institutions in Ireland

Background Information

This Agreement has been negotiated by Chest in response to a need within the Education community.

Product Information

Supplier Details

Licensor: QSR International (UK) Ltd, registered in England and Wales (company number 6906225), Vanguard House, Keckwick Lane, Daresbury, Cheshire, WA4 4AB.

Resellers:

- Academia Ltd
- Pugh Computers Ltd
- QSR International (UK) Ltd

Product Description

60% of NVivo users are spending hours manually completing their own transcription, taking vital time away from data analysis and core research. Others may enlist the help of a research assistant which can be an overwhelming, time-consuming and expensive task.

The answer is: **NVivo Transcription**

NVivo Transcription is a simple, cost-effective solution that offers the latest in automation technology to provide verbatim transcription.

Simply upload your audio files to the online platform and let NVivo Transcription do the rest:

- Expect up to 90% accuracy with good quality audio
- Files are transcribed in a timespan of half the length of the audio
- Easily make any amendments and tag speakers using a specialized editor
- Directly import transcribed files into NVivo 12 or export and use with other programs, including earlier versions of NVivo
- Data is encrypted when uploading and when stored in the online platform

Please note: hours purchased will expire 120 days after purchase.

Service and Support

Trials

All users can access 15 free minutes of transcription credits via [this link](#). Demos are also available on demand - contact Chest Help

Product Documentation

The Supplier shall grant Licensees access to all product and user documentation that is normally made available to its other customers and are included in the licence fee.

Training and Training Materials

Authorised Users will have access to the Suppliers NVivo Education Centre.

Technical Support

Support (Help Desk) is available Monday to Friday from 6am to 5pm Melbourne, Australia, time. In normal circumstances response to email will be within 24 working hours.

- by phone in the UK: +44 (0) 8455 442 712
- by email: info@qsrinternational.com

Supplier Web Address

www.qsrinternational.com

System releases, new versions and functionality

The Supplier shall grant Licensees access to all training materials that are normally made available to its other customers and are included in the licence fee.

Platforms

NVivo Transcription is developed for use on PCs.

Method of delivery of product

The admin account will be credited with the number of hours purchased. This usually take 1-2 days (but will become significantly quicker by next year).

Useful resources

Click on the below image to watch a 90 second video about NVivo Transcription

See NVivo Transcription in action



Terms and Conditions

The Chest Order, together with the Licence Terms and Conditions of the QSR ELA Transcription Service Addendum, create a legally binding contract between your institution, organisation or company and the Licensor. Therefore please read the terms and conditions carefully and only submit a Chest Order if its terms and conditions are acceptable to your institution, organisation or company and you have the authority to make the financial commitment shown.

Licence Type

This Site licence is subject to the Licence Terms and Conditions of the QSR ELA Transcription Service Addendum which are detailed at the bottom of this page. The Standard Chest Licence does not apply here. Where below it is stated "Exceptions to the Terms and Conditions" this must be understood as meaning that the QSR ELA Transcription Service Addendum is the sole set of Applicable Terms and Conditions.

Payment Terms

Jisc will invoice Licensed Institutions for the fee on receipt of a completed order. Sites will then be invoiced annually three months in advance of the anniversary of their licence start date until the end of their chosen Commitment Period.

You are advised that because of the requirement for Jisc to collect monies due before the anniversary date two charges may initially fall into one academic accounting year.

Chest is an Enterprise of Jisc. All Purchase orders must be made out to JISC, One Castlepark, Tower Hill, Bristol, BS2 0JA

Payments are due within thirty days of invoice date; recipients of late payments are entitled to interest in accordance with **UK statutory provisions**.

Termination Clauses

At the end of the Period of Agreement, if there is no new Agreement between QSR and Chest or a new Agreement directly between the Licensed Site and QSR, then Licensed Sites are required to remove all copies of QSR Products from their systems - including personal machines which have been loaded with a copy of the software - at the expiry of their Licence (Commitment) Period.

Location and Use Permissions

The product(s) may be used by any Authorised User of the Licensee for Educational Purposes which includes the administration and management of the licensee's educational and research operations. These permissions are described in the terms and conditions for the Standard Chest Licence for Software.

Students	Yes
Academic Staff	Yes
Non-Academic Staff	Yes
Administration and management	Yes
Staff home use rights	Yes
Student home use rights	Yes
Installation on Hosted Server	Yes

Personal Licences

Only site licences are available under this agreement. If you would like to purchase a personal licence for NVivo then we recommend that you refer to the QSR website or contact QSR directly via email at info@qsrinternational.com.

Exceptions to the Terms and Conditions

QSR ELA Transcription Service Addendum

Parties

QSR International PTY LTD (ABN 47 006 357 213) of Second Floor, 651 Doncaster Road, Doncaster, Victoria, 3108, Australia ("QSR" / "we" / "us") and the Party named in the Chest Order ("Customer" / "you").

Recitals

A QSR and the Customer have entered into an Enterprise License Purchase Agreement (ELPA) in respect of certain QSR Licensed Software.

B The Customer wishes to obtain QSR's ELA Transcription Service to be used in conjunction with the Licensed Software pending the expiry of the ELPA.

C QSR agrees to supply and the Customer agrees to acquire the ELA Transcription Service on the terms of this ELA Transcription Service Addendum.

Agreement

1 Definitions

In this Addendum, except where the contrary intention is expressed:

Bulk Purchase means a one-off purchase of Service Minutes, which can be independent or in addition to the Committed Service Minutes.

Committed Service Minutes means the number of Service Minutes which the Customer has agreed to acquire each Quarter.

Data Protection Addendum means the QSR Data Protection Addendum available at <https://qsrinternational.com/legal/privacy-policy/ela-transcription-qsr-data-protection-addendum>.

ELA Transcription™ Service is an online service which allows you to transcribe the speech in supported audio files from audio to text as further described in the Chest Order.

Fees means the amounts payable by the Customer for use of the ELA Transcription Service, based on Service Minutes, in the amounts and in the currency specified in the Chest Order.

GDPR means the EU General Data Protection Regulation 2016/679.

NVivo™ Cloud Platform means the IT infrastructure and networks owned, licensed or managed by us, which are used by QSR and its service providers to provide the ELA Transcription Service. This platform is governed by the QSR Cloud Services Agreement Terms and Conditions <https://www.qsrinternational.com/legal/terms-and-conditions/qsr-cloud-services-agreement>.

myNVivo™ Portal means the QSR Cloud Services portal at www.aount.mynvivo.com.

Parties means, collectively, QSR and the Customer, and "Party" means either one of them as the context may indicate.

Privacy Policy means our privacy policy available at <https://qsrinternational.com/legal/privacy-policy/privacy-policy>.

Quarter means a calendar quarter during the term of this Addendum.

Service Minutes means the minutes of use of the ELA Transcription Service (based on the length of audio files that are being transcribed) acquired by you.

2 Scope

This Addendum governs your initial purchase of the ELA Transcription Service, as well as any future purchases made by you that references this Addendum. This Addendum incorporates our Privacy Policy and any other referenced policies and attachments.

3 ELA Transcription Service

(a) You agree to purchase the Committed Service Minutes on a quarterly basis, as specified in the Chest Order. You may also, from time to time, make Bulk Purchases.

(b) Unused Service Minutes expire 90 days after purchase.

(c) You may use the editor functionality of the ELA Transcription Service™ with respect to transcribed files without charge for so long as the relevant text files are retained on the NVivo™ Cloud Platform.

(d) QSR reserves the right to delete Customer files remaining on the NVivo™ Cloud Platform as follows:

(i) Audio files 90 days after first upload; and

(ii) Text files 90 days after transcription.

(e) Notwithstanding any other term of the Agreement or the Chest Order, QSR gives no warranty or undertaking as to the quality of the output from the ELA Transcription Service™ and, to that extent, the ELA Transcription Service™ is provided "as is". Customer acknowledges that the quality of the output will depend on many factors including the clarity of the original recording, background noise and accents of the speakers.

4 Authorised Users

(a) You may allocate Service Minutes to individuals of your choosing who are your employees, representatives, consultants, contractors, agents, or other third parties who are acting for your benefit or on your behalf ("Authorised Users"). You are responsible for compliance with this Addendum by all Authorised Users.

(b) In relation to user names and passwords that allow your Authorised Users to access and use the ELA Transcription Service ("Login Credentials"):

(i) you are responsible for ensuring that Authorised Users take all reasonable steps to safeguard their Login Credentials. We may assume that any person accessing or using the ELA Transcription Service using those Login Credentials is one of your Authorised Users. You must also ensure that each of your Authorised Users only uses the Login Credentials that have been allocated to them, and that no other person uses such Login Credentials; and

(ii) if you become aware or have reason to suspect that there has been any unauthorised use of any Login Credentials that have been allocated to your Authorised Users, you must notify QSR immediately.

(c) We may suspend access to the ELA Transcription Service where we reasonably believe that there has been unauthorised use

of the ELA Transcription Service by any of your Authorised Users or through any Login Credentials issued to you. Where we do so, we will notify you within a reasonable time of the suspension occurring, and the Parties will work together to resolve the matter. Nothing in this paragraph (c) limits any other rights or remedies we may have in such circumstances.

5 Account Registration - Authorised Users

(a) Your Authorised Users will need to register for a QSR account through the myNVivo™ portal in order for the ELA Administrator to provision Transcription Service Minutes and for the Authorised Users to access or receive the ELA Transcription Service.

(b) QSR will provide the Customer with a monthly ELA Transcription Usage report detailing the Authorised Users' Transcription Service Minutes usage. It is the responsibility of the Customer to ensure that the Authorised Users accept that their Transcription Service Minutes usage will be provided to the Customer by QSR.

6 Right to Access Services

(a) Upon execution of this Addendum, and subject to payment of the Fees, we grant you a non-exclusive, non-transferable, limited licence to access and use the ELA Transcription Service solely for the lawful operation of your business and in accordance with the provisions of this Addendum.

(b) It is your responsibility to ensure that you have reliable and secure access to the internet so as to be able to effectively use the ELA Transcription Service.

7 Your Content

(a) As part of your use of the ELA Transcription Service, you or your Authorised Users may upload to the NVivo™ Cloud Platform certain materials ("Your Content"). You must ensure that Your Content:

(i) does not infringe the intellectual property or other rights of another person;

(ii) is not defamatory, offensive, abusive, pornographic, profane or otherwise unlawful, including material that racially or religiously vilifies, incites violence or hatred, or is likely to insult or humiliate others based on race, religion, ethnicity, gender, age, sexual orientation or any physical or mental disability, unless in the context of valid lawful research;

(iii) does not relate to unlawful conduct, unless in the context of valid lawful research;

(iv) does not create a privacy or security risk to any person, including by soliciting personal information from any person;

(v) does not solicit money from any person;

(vi) is not false, misleading or deceptive;

(vii) does not contain financial, legal, medical or other professional advice;

(viii) is not likely to harm, abuse, harass, stalk, threaten or otherwise offend;

(ix) is not likely to reflect negatively on us, including our goodwill, name and reputation;

(x) does not tamper with, hinder the operation of, or make unauthorised modification to the ELA Transcription Service;

(xi) does not breach any applicable laws; and/or

(xii) does not otherwise result in civil or criminal liability for you, us or any third-party.

(b) You:

(i) Permit us to hold your content and disclose it to our subcontractors solely for the purpose of providing the ELA Transcription Service and complying with our obligations under this Addendum; and

(ii) warrant that you have the right to grant such permission.

(c) We may review Your Content and may modify or remove any of Your Content where we reasonably believe it violates this Addendum.

(d) QSR will adhere to good industry practice and procedures to prevent data loss, including a daily system data back-up, but does not give any guarantees in relation to loss of Your Content.

8 Your Rights and Obligations

- (a) You must ensure that you and your Authorised Users comply with this Addendum, and you will be liable for the acts and omissions of your Authorised Users as if they were your acts or omissions.
- (b) It is a condition of your use of the ELA Transcription Service that you (and your Authorised Users) do not:
 - (i) sell, rent, lease, license, sublicense, display, time share or otherwise transfer the ELA Transcription Service to, or permit the use of or access to the ELA Transcription Service by, any third-party; and
 - (ii) remove any copyright or proprietary notice from the ELA Transcription Service;
 - (iii) attempt to undermine the security or integrity of our computing systems or networks;
 - (iv) use the ELA Transcription Service for any purpose that is improper or unlawful;
 - (v) use the ELA Transcription Service in a way which may impair the functionality of the ELA Transcription Service or other systems used to deliver it;
 - (vi) distribute viruses, spyware, corrupted files, or any other similar software or programs that may damage the operation of any computer hardware or software; and/or
 - (vii) engage in any other conduct that inhibits any other person from using or enjoying the ELA Transcription Service.

9 Fees and Payment

- (a) We will invoice you at the beginning of each Quarter for the Committed Service Minutes. In respect of Bulk Purchases, we will invoice you at the time the order is placed. Invoices are payable within 30 days of receipt. The Fees in each case are as specified in the Chest Order.
- (b) If you fail to pay an invoice by the due date, we reserve the right to charge interest from the date of the invoice on all overdue balance until payment is received in full. You will be liable to pay all costs, charges and expenses incurred by us in recovering any overdue debt.
- (c) If, upon receipt of an invoice from us, you dispute whether the Fees are payable genuinely and in good faith, you may withhold the amount in dispute until the resolution of the dispute. If any such withheld amount is subsequently paid, or you otherwise fail to pay any undisputed amount when due under these terms, we may charge you interest on such amount calculated at the Official Cash Rate set by the US Federal Reserve plus 3% from the date that the amount became due for payment until the date that amount is paid in full.

10 Privacy and Your Data

- (a) For the purposes of this clause 10,
 - (i) "Personal Data" means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person; and
 - (ii) "Applicable Data Protection Laws" means all laws, regulations, binding legislative and regulatory requirements and codes of practice relating to data protection and the processing of Personal Data, as may be applicable to either Party or to the ELA Transcription Service, including, without limitation:
 - (A) the Australian Privacy Act 1988 (Cth);
 - (B) the UK Data Protection Act 2018;
 - (C) the GDPR; and
 - (D) the Japanese Act on the Protection of Personal Information 2003.
- (b) The Data Processing Addendum, which includes the standard contractual clauses as required under article 28 of the GDPR, forms part of this Addendum.
- (c) You agree that QSR may use the services of third parties to provide part of the ELA Transcription Service ("sub-processor") and that the sub-processor may, as required for the purposes of providing the ELA Transcription Service, process Personal Data provided to us by you.
- (d) Each Party warrants to the other that in relation to this Addendum, it will comply strictly with all requirements of any Applicable Data Protection Laws, whether enacted as at the Commencement Date or enacted subsequently.
- (e) In using the ELA Transcription Service you must ensure that you are permitted to provide us with any Personal Data you provide to us,

and that you have made any disclosures or obtained any consents necessary under any Applicable Data Protection Laws. Subject to this Addendum, we will establish and maintain appropriate, reasonable technical and organisational security measures in accordance with good industry practice to keep Your Content secure.

(f) We may only transfer any Personal Data you provide to us across a country border in the event that such action is required for the purpose of providing the ELA Transcription Service and complying with our obligations under this Addendum. We will further ensure that the transfer of any Personal Data across a country border complies with Applicable Data Protection Laws.

(g) We may use and disclose to our service providers anonymous data about your use of the ELA Transcription Service for the purpose of helping us to improve the ELA Transcription Service. Any such disclosure will not include details of your identity or the identity of your associates unless prior consent has been provided for such disclosure.

11 Security

(a) You acknowledge that the internet is an insecure public network which means there are risks that information sent to or from the ELA Transcription Service may be intercepted, corrupted or modified by third parties.

(b) Notwithstanding the foregoing, we will take all steps that a prudent and competent provider of services such as the ELA Transcription Service would be expected to take to maintain the security and the integrity of the ELA Transcription Service. Specifically, we will:

(i) implement administrative, physical and technical safeguards to protect Your Content that are no less rigorous than accepted industry information security best practices;

(ii) as soon as we become aware that any virus, malware or other harmful code ("Harmful Code") is contained in or affects the ELA Transcription Service provided to you and/or that any of Your Content may have been, or may be subject to unauthorised access, immediately notify you and take all reasonable steps to remedy the problem, secure Your Content, remove the Harmful Code, as applicable, and prevent the situation's reoccurrence;

(iii) use commercially reasonable efforts to:

(A) prevent any Harmful Code being contained in, or affecting the, Cloud Service used by you;

(B) prevent unauthorised access to Your Content;

(C) prevent any unauthorised access of, and/or Harmful Code being introduced into, your IT systems.

12 Intellectual Property

(a) The Cloud Services are made available on a limited license or access basis, and no ownership right is conveyed to you, irrespective of the use of terms such as "purchase" or "sale".

(b) QSR and its licensors have and retain all right, title and interest, including all intellectual property rights, in and to the ELA Transcription Service, its "look and feel", any and all related or underlying technology, and any modifications or derivative works of the foregoing created by or for QSR.

(c) NVivo, myNVivo and ELA Transcription are trademarks of QSR.

13 Warranties

(a) We represent and warrant that:

(i) we have the right to provide the ELA Transcription Service; and

(ii) the ELA Transcription Service will operate substantially as described in the Chest Order.

(b) If the ELA Transcription Service fails to operate substantially as described in the Chest Order and you notify us of this failure, we will:

(i) at our cost, correct the failure in the ELA Transcription Service; or

(ii) if we are unable to correct the failure in a commercially reasonable manner, we will refund to you Fees paid for any unused Service Minutes.

(c) If we breach the warranty under clause 13(a)(ii) your exclusive remedy and our entire liability for breach of this warranty will be the remedy set out in clause 13(b). The warranty in clause 13(a)(ii) will not apply if the failure of the ELA Transcription Service resulted from improper use or a defect in or failure of any device, communications link or software used to access the ELA Transcription Service.

(d) QSR does not warrant, represent or guarantee that the ELA Transcription Service:

- (i) will be continuously available or free of any fault or harmful code; or
 - (ii) is suitable for your purposes or business.
- (e) To the maximum extent permitted by law, all express or implied guarantees, warranties, representations and other terms and conditions of any kind in relation to this Addendum not contained in this Addendum, are hereby expressly excluded.
- (f) If any guarantee, warranty, term or condition is implied or imposed in relation to this Addendum under the Australian Consumer Law or any other applicable legislation and cannot be excluded (a "Non-Excludable Provision"), and QSR is able to limit your remedy for a breach of the Non-Excludable Provision, then QSR's liability for breach of the Non-Excludable Provision is limited to the resupply of the ELA Transcription Service or the cost of having the ELA Transcription Service supplied, at QSR's election.

14 Confidentiality

(a) Each Party (the "Receiving Party") may only use the Confidential Information disclosed or revealed by the other Party (the "Disclosing Party") for the purposes of performing its obligations or exercising its rights under this Addendum and must keep such Confidential Information confidential.

(b) For purposes of this clause 14, "Confidential Information" means any information of whatever kind disclosed or revealed by the Disclosing Party to the Receiving Party under or in relation to this Addendum that:

- (i) is by its nature confidential;
- (ii) is designated by the Disclosing Party as confidential; or
- (iii) the Receiving Party knows or reasonably ought to know is confidential,

including:

- (iv) where we are the Disclosing Party, any part of the ELA Transcription Service that is not otherwise publicly available; and
- (v) where you are the Disclosing Party, any of Your Content entered or uploaded to the ELA Transcription Service, but does not include information that:
 - (vi) is published or has otherwise entered the public domain without a breach of this Addendum;
 - (vii) is obtained from a third-party who has no obligation of confidentiality to the Disclosing Party; or
 - (viii) is independently developed or obtained without breach of this Addendum.

(c) The Receiving Party may disclose the Confidential Information of the Disclosing Party:

- (i) to those members, directors, employees, agents, contractors, representatives and/or advisors of the Receiving Party ("Representatives") reasonably requiring it on a need to know basis, provided that the Receiving Party ensures that such Representatives keep such Confidential Information confidential in accordance with this clause 14(c);
- (ii) to the extent required by law; or
- (iii) with the prior written consent of the Disclosing Party.

(d) We may refer to the fact that you are a client of ours and a user of the ELA Transcription Service in marketing and promotional materials.

15 Term and Termination

(a) For purposes of this clause 15:

"Insolvency Event" means in relation to either Party, any one or more of the following events or circumstances occurring in relation to such Party (or any person comprising such Party):

- being in liquidation or provisional liquidation or under administration;
- having a controller or analogous person appointed to it or any of its property;
- being unable to pay its debts or being otherwise insolvent;
- entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors; and
- any analogous event or circumstance under the laws of any jurisdiction.

(b) Either Party may terminate this Addendum by notifying the other accordingly:

(i) where the other Party materially breaches this Addendum, and fails to remedy that breach within 30 days of receiving notice of the breach; or

(ii) where the other Party suffers an Insolvency Event.

(c) You may terminate this Addendum by notice to us if we amend the terms and conditions of this Addendum in a way which materially alters your rights or obligations or which materially changes the nature or quality of the ELA Transcription Service being provided to you.

(d) If this Addendum is terminated in accordance with this clause 15, you must pay us the Fees for any Cloud Services performed and/or provided to you up to and until the date of termination, whether or not an invoice has been issued for those services as at the date of termination.

(e) Upon expiry of termination of this Addendum, we will either (at our option):

(i) provide to you; or

(ii) make available for your download for a period of 30 days following termination,

all of Your Content in machine readable format, that is stored at that time on the NVivo™ Cloud Platform. After having done so, we may delete any of Your Content.

(f) If this Addendum expires or is terminated for any reason, the rights and licences provided to you under this Addendum will cease immediately.

(g) If a Party exercises a right of termination of this Addendum, this Addendum terminates in its entirety for all Parties.

16 Limitation of Liability

(a) To the maximum extent permitted by law:

(i) neither Party (nor its suppliers) will be liable to the other for any indirect, special, incidental or consequential loss or damage or damages for loss of profits, goodwill, revenue, savings or opportunity or for loss of use, lost or inaccurate data, failure of security mechanisms, interruption of business or costs of delay arising under or in connection with this agreement or its subject matter, whether in contract, tort (including negligence), in equity or under statute, even if informed of the possibility of such damages in advance;

(ii) except for a Party's liability under or in connection with clause 8(b) or in connection with an infringement of any intellectual property rights of the other Party or its licensors, each Party's maximum aggregate liability for all claims under or in connection with this agreement or its subject matter arising in each consecutive 12 month period commencing on the date of first use of the subscription services is limited to an amount equal to the fees payable by you under this agreement in respect of such 12 month period, provided that any obligation to pay outstanding fees or to refund prepaid fees will not be considered for the purposes of this limitation on liability; and

(iii) to the maximum extent permitted by law, no suppliers of any third-party components included in the products will be liable to you for any damages whatsoever.

(b) A Party's liability under this Addendum will be reduced to the extent that the other Party's acts or omissions (or, unless otherwise stated in this Addendum, those of a third-party) contribute to or cause the loss or liability.

(c) The Parties agree that the limitations specified in this clause 16 (Limitation of Liability) will survive and apply even if any limited remedy specified in this Addendum is found to have failed of its essential purpose.

17 Dispute Resolution

(a) If a dispute arises out of or relates to this Addendum, a Party may not commence any court proceedings relating to the dispute unless it complies with this clause 17 (Dispute Resolution), except where a Party seeks urgent interlocutory relief.

(b) A Party claiming that a dispute has arisen under or in relation to this Addendum must give written notice to the other Party specifying the nature of the dispute. On receipt of that notice by that other Party, the Parties must endeavour in good faith to resolve the dispute expeditiously using mediation in accordance with the mediation rules of the International Institute for Conflict Prevention and Resolution. If the dispute is not resolved within 15 days after the mediator is appointed, or at any other time that the Parties agree to in writing, the mediation ceases and either Party may commence legal proceedings in relation to the dispute.

18 General

18.1 Governing law and jurisdiction: This ELA Transcription Addendum is governed by the law of the Commonwealth of Massachusetts,

United States of America, and the Parties consent to the exclusive jurisdiction of the courts of Massachusetts for the purposes of resolving any dispute under this Addendum.

18.2 Notices: Any notices, consent, or any other communication given under this Addendum is only effective if it is in writing, signed by or on behalf of the Party giving it and received in full and legible form at the addressee's address. Each Party's contact details are as specified in the initial Order, unless either Party gives notice to the other Party of an alternative address, fax number or e-mail address.

18.3 Severable Provisions: Any term of this Addendum which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable.

18.4 Survival: Clauses 8, 10, 12, 14, 15 and 16 survive termination or expiry of this Addendum together with any other provision which by its nature is intended to do so.

18.5 Cumulative rights: Except as expressly provided in this Addendum, the rights of a Party under this Addendum are in addition to and do not exclude or limit any other rights or remedies provided by law.

Operating address: Chest (a Jisc Enterprise), 4 Portwall Lane, Bristol. BS1 6NB email:help@chest.ac.uk tel:0300 121 0878
Jisc (Registered Office), One Castlepark, Tower Hill, Bristol, BS2 0JA | Charity No. 1149740 | Company No. 5747339