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5. General provisions

5.1 This Agreement is governed by the laws of Victoria, Australia and the parties submit to the non-exclusive jurisdiction of the courts of Victoria, Australia.

5.2 If a clause of this Agreement is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this Agreement.

5.3 The Copyright Owner(s) may not assign or novate any right or obligation under this Agreement without the prior written consent of CSIRO Publishing.

5.4 Each party will do all things and execute all documents necessary to give full effect to this Agreement.

5.5 A provision of or a right created by this Agreement cannot be waived except in writing and signed by the party granting the waiver.

5.6 This agreement (including a counterpart) may be signed and exchanged electronically by any or all of the parties. This agreement may be executed in counterparts and the counterparts taken together constitute one document.

5.7 The signatories to this Agreement warrant and represent that they have the authority to enter into this Agreement on behalf of the party they are stated to represent.

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6.1 In this Agreement, unless the context otherwise requires:

- (a) a word denoting an individual (such as a 'person') includes a corporation, firm, authority, unincorporated association or instrumentality;
- (b) words in singular include plural and words in plural include singular;
- (c) a reference to a party includes their successors and permitted assigns; and
- (d) every obligation entered into by two or more parties bind them jointly and each of them severally.

6.2 In this Agreement, capitalised terms have the meanings set out below:

APC means Author Publication Charge or Article Processing Charge being the fee (if any) charged by



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Authors Accepted Manuscript means the version of the Work that has been accepted for publication. This version may include revisions resulting from peer review, but may be subject to further editorial input by the CSIRO Publishing.

Editor means an editor of the Journal.

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Work means all the material that comprises the article submitted to CSIRO Publishing that relates to the work referred to in the Details, and includes all revisions made thereto such as the Authors Accepted Manuscript and the VoR.

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