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11. **Relationship of the Parties.** It is expressly understood that each party to this Agreement is an independent actor, and that nothing herein shall be construed as creating a partnership, joint venture, agency, or employment relationship between you or your institution and Duke. Neither you nor your institution shall have any right, power or authority, express or implied, to bind Duke. Nothing in this Agreement is intended, nor shall be deemed, to confer any obligation to, or to confer any rights or any benefits on, any non-party.
12. **Login/Passwords.** Access to this Portal, Service and Content under this Agreement is restricted to you. You are not permitted to share your personal account or other information, such as login or passwords, permitting access by others to this Portal, Service or Content without the prior written permission of Duke.
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