



	<i>for and on behalf of The Chancellor, Masters, and Scholars of the University of Cambridge acting through its department Cambridge University Press &amp; Assessment</i>	
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**SECTION II STANDARD TERMS AND CONDITIONS FOR CONSORTIA****1 DEFINITIONS**

1.1 In this Agreement the following words shall have the following meanings:

- 1.1.1 **Authorised User:** (i) any current student, registered alumni, employee, current or former member of staff of Consortium Member who are authorised by a Consortium Member to access the Secure Network; (ii) any individual granted temporary permission by a Consortium Member to access the Secure Network whilst on its premises (walk-in users); and/or university hospital staff affiliated with the library of a Consortium Member.
- 1.1.2 **Commercial Use:** for the purposes of direct or indirect financial gain (whether by or for Licensee, a Consortium Member, an Authorised User, or any other person or entity) by means of sale, resale, loan, transfer, hire or other form of exploitation of the Products. For the avoidance of doubt, Commercial Use shall not include use by Licensee, Consortium Member or by an Authorised User of the Products in the course of research funded by a commercial organisation or recovery of administrative charges by Licensee or Consortium Member from Authorised Users.
- 1.1.3 **Consortium Member:** an educational, or public, institution listed in Schedule 3 (as may be amended from time to time) which is a member of the Licensee and has agreed to only access and use the Products in accordance with the terms of this Agreement.
- 1.1.4 **Fees:** as applicable, the Subscription Fees, and the Purchase Fees.
- 1.1.5 **Licensee:** the consortium or organisation detailed in Section I.
- 1.1.6 **Licensor:** The Chancellor, Masters, and Scholars of the University of Cambridge acting through its department Cambridge University Press & Assessment of Shaftesbury Road, Cambridge CB2 8EA, UK.
- 1.1.7 **Online Access:** access to the Products on the Server.
- 1.1.8 **Products:** as applicable, Purchased Products and Subscription Products.
- 1.1.9 **Purchase Fees:** the fees set out in Section I for the supply of Purchased Products.
- 1.1.10 **Purchased Products:** products which Licensee has purchased on a 'perpetual access' basis (i.e. the Licensee pays a one-time licence fee for the right to permanent access to the applicable products, although other charges may also apply).
- 1.1.11 **Secure Authentication:** Athens or Shibboleth (SAML) technology-based authentication, IP ranges, username and password, or such other authentication process agreed between Consortium Member and Licensor from time to time, and which is consistent with current best practice.
- 1.1.12 **Secure Network:** a network (whether a standalone network or a virtual network within the internet) which is only accessible to Authorised Users whose identities are authenticated by Consortium Member at the time of login (and periodically thereafter in line with best practice) by Secure Authentication.
- 1.1.13 **Server:** either Licensor's server or a third-party server designated by Licensor on which Products are mounted and via which they may be accessed.
- 1.1.14 **Subscription Fees:** the fees set out in Section I for the supply of Subscription Products during the Subscription Period.
- 1.1.15 **Subscription Period:** the period set out in Section I and during which the relevant Consortium Member and the Authorised Users may access the Subscription Products.
- 1.1.16 **Subscription Products:** products to which Licensee has subscribed for an agreed period.
- 1.1.17 **TDM:** Text and data mining.
- 1.1.18 **Terms of Use:** the permitted uses and restrictions of use of the Products as set out in clauses 3 and 4 of this Section.

**2 LICENCE**

- 2.1 Subject to payment of the Purchase Fees, Licensor grants Licensee a non-exclusive and non-transferable right to give each Consortium Member access to and use of the Purchased Products in accordance with the terms of this Agreement. Where Licensor is no longer able to provide Online Access on a permanent basis, it shall provide a copy of the Purchased Products in pdf format (or such other electronic format as Licensor in its sole discretion determines) and Licensee procures that each Consortium Member agrees and acknowledges that the use of any such electronic copy shall always be subject to the terms of this Agreement.
- 2.2 Subject to the payment of the Subscription Fees, Licensor grants Licensee a non-exclusive and non-transferable right to give each Consortium Member access and use of the Subscription Products in accordance with the terms of this Agreement.
- 2.3 Subject to clause 2.4 of this Section, any journal volume to which Licensee has paid for its Consortium Members to have Online Access for the Subscription Period shall continue to be accessible via Online Access after that Subscription Period has expired, provided that this Agreement is not terminated by the Licensor under clause 10.2 of this Section. This continuing access shall not apply to any content provided free of charge as an additional benefit to online subscribers. The terms of this Agreement shall continue to apply to any journal volume to which access is granted after its Subscription Period has expired.
- 2.4 Where Licensor is no longer able to provide Online Access to the Subscription Products on a permanent basis, it shall provide a copy of the applicable Subscription Products in pdf format (or such other electronic format as Licensor in its sole discretion determines). Licensee accepts and acknowledges that, whilst Licensor cannot guarantee continued access, in the event a journal volume is transferred to another publisher, Licensor shall use commercially reasonable endeavours to negotiate such continued access rights with the new publisher.
- 2.5 In the event a journal volume is transferred to another publisher, Licensor shall use commercially reasonable endeavours to negotiate such continued access rights with the new publisher, following NISO RP-24-2015 (the Transfer Code of Practice).

**3 PERMITTED USES**

- 3.1 Subject to the restrictions in clause 4.1 of this Section, and solely for the purposes of research, teaching at Consortium Members' premises and private study Licensee may allow Consortium Members and Authorised Users to:
  - 3.1.1 access, view, download, store and print the Products; and
  - 3.1.2 incorporate links to the Products in electronic course packs or management systems.
  - 3.1.3 incorporate parts of the Products in printed and electronic course packs, study packs and resource lists. Each item shall carry appropriate acknowledgement of the source, listing title and copyright owner. Content in non-electronic non-print perceptible form, such as Braille, may also be offered to Authorised Users in compliance with the Marrakesh Treaty to facilitate access to published works for persons who are blind, visually impaired or otherwise print disabled

3.1.4 Licensee may supply to the library of an institution via Inter-Library Loan (whether by post, fax or secure electronic transmission, provided that the electronic file is deleted immediately after printing) a single paper copy of an article or section of a Product in accordance with the limitations agreed with the Licensor and provided that such copy may only be used for research, teaching and private study purposes and not for any Commercial Use.

3.2 Nothing in this Agreement shall in any way exclude, modify or affect any of Licensee's statutory rights under applicable copyright law.

3.3 Authorised Users may download, extract, store and index the Products for the purposes of TDM and may mount, load, integrate and analyse the results of TDM on their personal devices or Secure Network. Any copies of the Products accessed or reproduced by an Authorised User for the purposes of TDM must be deleted once the analysis of the results of the TDM is complete.

3.4 Authorised Users may use the results of their TDM in their research and make the results of their TDM publicly available, provided that no Product or part of a Product is reproduced within such research, other than as expressly permitted by applicable law.

3.5 For any questions relating to TDM please contact [openresearch@cambridge.org](mailto:openresearch@cambridge.org).

#### 4 RESTRICTIONS

4.1 Except in the course of exercising rights specifically granted in this Agreement or permitted under any applicable Creative Commons license, the Licensee shall not, and shall procure as a principle obligation that neither a Consortium Member nor any Authorised User shall not:

4.1.1 remove or alter Licensor's copyright notice or other means of identification or disclaimers as they appear on a Product;

4.1.2 systematically make printed or electronic copies of any of the Products;

4.1.3 permit access to the Products to anyone who is not an Authorised User;

4.1.4 display or distribute any part of a Product on any electronic network, (including without limitation the internet and the world wide web) other than the Secure Network;

4.1.5 use all or any part of a Product for Commercial Use;

4.1.6 modify, adapt or alter a Product or make available a Product in any other form or medium or create derivative works from a Product without the prior written permission of Licensor;

4.1.7 create a database in electronic or structured manual form by downloading and storing any content from the Products;

4.1.8 attempt to interfere with the proper workings of any online provision of the Products including attempting to circumvent security, tamper with, hack into or otherwise disrupt or compromise the functionality or availability of the Server or other internet-connected device used as part of Licensor's IT system which enables access to the Products;

4.1.9 either individually or collectively download Product content at rate which exceeds 500 pdfs per hour;

4.1.10 use any automated retrieval devices (such as web robots, wanderers, crawlers, spiders or similar devices) save that this is not intended to prevent a Consortium Member from using a federated search engine or discoverability service as part of its library information services; nor

4.1.11 otherwise download, store, reproduce, transmit, display, print, copy, distribute, extract, exploit or use the Products.

4.2 The Licensee and Consortium Members are not permitted to supply the whole or part of any Product to another institution or library without the Licensor's prior written consent, except to the extent expressly permitted by applicable law.

4.3 Licensor reserves the right to withdraw access to the Products in the event of a download rate in excess of the limit in clause 4.1.9 of this Section. The withdrawal of access in such circumstances is generated by an automatic abuse detection process. Upon activation of the process, e-mails including details of the actual download rate detected will be sent to Licensor's administrator, following which Licensor may contact Licensee's administrator to request an investigation. Licensor shall only restore access once the issue has been resolved to its satisfaction.

4.4 Where Licensor is no longer able to provide Online Access on a permanent basis, it shall:

4.4.1 provide a copy of the Purchased Products in pdf format (or such other electronic format as Licensor in its sole discretion determines) and Licensee procures that each Consortium Member agrees and acknowledges that the use of any such electronic copy shall always be subject to the terms of this Agreement.

4.4.2 make reasonable efforts to ensure continued access through Portico, CLOCKSS, or a similar third party archive.

4.4.3 Licensor agrees to enter into discussions with respect to a possible agreement with any national Danish digital preservation service, if such should be established.

#### 5 LICENSEE'S RESPONSIBILITIES

5.1 Licensee shall provide, or shall ensure that each Consortium Member provides, Licensor on request with all identifying information, including IP address ranges, relating to each Consortium Member and its Secure Network necessary to enable Licensor to set up and activate Online Access. Online Access is conditional upon this information being supplied to Licensor, and Licensee or Consortium Members promptly notifying Licensor of any changes to this information.

5.2 Licensee warrants and represents that the range of IP addresses provided further to clause 5.1 of this Section are only assigned to devices within each Consortium Member's Secure Network.

5.3 Licensee shall:

5.3.1 ensure Online Access is only granted to Authorised Users via the Secure Network and that access granted to such users ceases on them ceasing to be an Authorised User;

5.3.2 take all reasonable measures to monitor the use of the Products and shall make Authorised Users aware of the Terms of Use;

5.3.3 ensure that all Authorised Users treat all logins, passwords or other Authorised User identification required for Online Access as confidential and do not disclose them to any other person;

5.3.4 ensure that all Authorised Users only use the Products in compliance with the terms of this Agreement; and

5.3.5 and shall ensure that each Consortium Member shall, promptly notify Licensor on becoming aware of any unauthorised possession or use or other breach of this Agreement and take appropriate action (including disciplinary action) to ensure that such activity ceases and to prevent any recurrence.

5.4 Licensee and each Consortium Member is responsible for obtaining at its own cost all internet connections, equipment and software necessary to access the Products via the Secure Network. Furthermore, whilst Licensor will use commercially reasonable endeavours to guard against viruses, it does not guarantee or warrant that any Products or Online Access will be free from infections, viruses and/or other code that has contaminating or

destructive properties and Licensee and each Consortium Member is responsible for implementing sufficient procedures and virus checks to satisfy its requirements for the security of data input and output.

## 6 LICENSOR'S RESPONSIBILITIES

- 6.1 Following activation of Licensee's account Licensor shall, subject to payment of the Fees, use commercially reasonable endeavours to:
- 6.1.1 provide each Consortium Member with Online Access; and
  - 6.1.2 ensure that the Server has sufficient capacity and rate of connectivity to provide Licensee and each Consortium Member with a level of service which is commensurate with the current standards in the online information industry sector.
- 6.2 Licensor may temporarily suspend Licensee's Online Access for the purposes of maintenance or upgrades but shall use its commercially reasonable endeavours to notify Licensee and each Consortium Member of such activities and to minimise the period of suspension or interruption. In the event that Online Access is unavailable to a Consortium Member for more than five (5) business days, notwithstanding clause 14.2, the Licensor shall refund to the consortium or the members, a proportion of the fee prorated to the period of such unavailability.
- 6.3 In relation to any Product made available via Online Access, Licensor reserves the right at any time on notice to Licensee to:
- 6.3.1 make changes or corrections and to alter, update or upgrade any aspect of the Product;
  - 6.3.2 vary the technical specification of the Product or of any software included therein; and
  - 6.3.3 withdraw the Product (or any part of a Product) where it has decided to cease publication of that Product.
- 6.4 Where Licensor withdraws a Product or a part of a Product in accordance with clause 6.3.3, if Licensee purchased the withdrawn Product on a perpetual access basis, a copy of the withdrawn Product shall be provided in pdf format (or such other electronic format as Licensor in its sole discretion determines), and Licensor may in its sole discretion either offer broadly equivalent replacement materials or a credit in respect of the unexpired portion of the Subscription Fees or Annual Access Fee in relation to the withdrawn Product (or part of a Product). The provision of a pdf copy, replacement, or credit (as applicable) shall discharge Licensor's liabilities to Licensee in respect of the withdrawn Product (or part of a Product). Licensor confirms that it adheres to the NISO transfer code of practice.
- 6.5 Licensor agrees to continuously make available to the Licensee aggregated usage statistics, which are compliant with COUNTER Codes of Practice or conform to the then-prevailing industry standard. Throughout the Subscription Period and on a monthly basis, Licensor shall supply Licensee with a COUNTER compliant usage report, detailing the level of use of the Products by the Licensee's Authorised Users.
- 6.6 Licensor allows Licensee and its Consortium Members to continuously perform automatic harvesting of usage statistics through standard interfaces (e.g. SUSHI).
- 6.7 Each year during the Subscription Period, the Licensor will, no later than 1 November, deliver to Licensee a preliminary Product list covered by this Agreement for the upcoming year. The preliminary title list shall contain the following fields: Journal title, ISSN, eISSN, Access from year, volume, issue, Access to year, volume, issue, embargo period, Open Access status, URL and list prices. A final Product list shall be delivered shall be delivered by KBART file no later than 15 January
- 6.8 Licensor will make available the metadata relating to the Products covered by this Agreement to the Licensee by FTP data feed or by any other means agreed between the parties. The metadata will contain the following fields: Article title, DOI, Journal title, ISSN, Article author(s), volume, issue, year, page and Licensor.
- 6.9 Licensor will make reasonable efforts to ensure that the metadata associated with the Products is kept up to date.

## 7 INTELLECTUAL PROPERTY RIGHTS

- 7.1 Products, usage data and usage reports are protected by international copyright laws, database rights and other intellectual property rights. Licensor, its affiliates and licensors are the owners of these rights, and this Agreement does not transfer any right, title or interest in the Products to Licensee or Consortium Members.
- 7.2 Licensor warrants that use of the Products in accordance with these terms does not infringe the intellectual property rights of any third party.

## 8 LIMITATION OF LIABILITY

- 8.1 Whilst Licensor shall use commercially reasonable endeavours to provide Online Access, it cannot guarantee that Online Access will operate continually or without interruption, and neither does Licensor guarantee the accuracy of any information and/or content contained in the Products, which are provided on a strictly 'as is' basis. Licensor has no liability for any loss or damage whatsoever sustained by Licensee, a Consortium Member or any Authorised User as a result of the availability or use of or reliance on the content in the Products.
- 8.2 Save as expressly provided otherwise in this Agreement, Licensor, to the fullest extent permitted by law, excludes all express or implied terms, conditions, warranties and/or representations with regard to the Products including, without limitation, any warranties relating to quality or fitness for purpose.
- 8.3 Licensor shall not be liable for any indirect or consequential loss or damage or for any loss of or corruption of data, loss of programs, profit, anticipated savings, revenue or goodwill (whether direct or indirect) arising out of or in connection with the access, availability, use of or reliance on the Products.
- 8.4 Licensee agrees that the entire liability of Licensor to Licensee and any Authorised User for any claim (whether in contract, tort, misrepresentation, breach of statutory duty or otherwise) arising out of or in connection with the access, availability, use of, or reliance on a Product shall be limited to the Fees paid for that Product in the year in which the liability arose in relation to that Product.
- 8.5 Nothing in this Agreement shall limit or exclude Licensor's liability for death or personal injury resulting from Licensor's negligence or its fraudulent misrepresentation or any other liability which cannot be limited or excluded under applicable law.

## 9 FEES

- 9.1 The Fees are net of all applicable taxes, including without limitation VAT or other applicable sales taxes, which shall be charged in accordance with the relevant regulations in force at the time of making the taxable supply, and such amounts shall be payable by Licensee in addition to the Fees on receipt of a valid tax invoice.
- 9.2 Licensee shall pay the Fees in full without deduction or withholding in respect of any tax unless required by law. If any such deduction or withholding is required, Licensee shall, when making the payment to which the withholding or deduction relates, pay to Licensor such additional amount as will ensure that Licensor receives the same total amount that it would have received if no such withholding or deduction had been required.

- 9.3 Licensee shall pay the Fees within 30 days of the date of invoice unless different payment provisions are set out in the invoice. Without prejudice to any other right or remedy that Licensor may have, where Licensee fails to pay the Fees and any VAT or other applicable sales tax on the due date, Licensor shall be entitled to:
- 9.3.1 charge interest at a rate of 4% per annum above the base lending rate of Barclays Bank plc, accruing on a daily basis until the date of actual payment; and
- 9.3.2 delay the activation of or suspend access to the Products previously granted until full payment is made of any Fees, and Licensee agrees that the Subscription Period shall not be extended by any period of delay or suspension resulting from late payment.

## 10 TERM AND TERMINATION

- 10.1 The Subscription Period may be renewed by mutual consent for additional periods upon payment of the agreed Subscription Fees.
- 10.2 Either party may terminate this Agreement (and Licensor may terminate this Agreement in part) immediately by serving written notice on the other in the event that the other party commits a material breach of this Agreement, and in the case of a breach capable of remedy fails to remedy the same within 30 days of a written request to do so. Licensee, Consortium Member or an Authorised User's breach of clauses 4 or 5 of this Section shall be deemed a material breach.
- 10.3 Upon termination of this Agreement by the Licensor under clause 10.2 of this Section:
- 10.3.1 Licensee's, Consortium Member's and Authorised Users' rights to access and use the Products shall immediately terminate and Online Access shall cease;
- 10.3.2 Licensee shall immediately cease using any passwords or other Authorised User identification to access the Products;
- 10.3.3 The Licensee will use reasonable efforts to ensure that all Consortium Members and Authorised Users shall do likewise; and
- 10.3.4 Licensor shall not be required to refund any Fees. Any copies of Product information and/ or content shall be deleted from Licensee's and each Consortium Member's records and storage media.
- 10.4 On termination of this Agreement by the Licensee under clause 10.2 of this Section, Online Access to the Products shall continue for the applicable Subscription Period or on a perpetual access basis, as appropriate, unless Licensor is unable to provide such access, in which case the relevant provisions in clause 2.1 of this Section shall apply.
- 10.5 Opt-out clause: Participating Consortium Members have the possibility to opt out during the term of the Agreement. Notice of such a decision must reach the Publisher Licensor by 1 December at the latest for implementation at the commencement of the next calendar year. In this case a member institution's consortium participant fee will be deducted from the invoice. Opting out does not affect any other right or remedy available.
- 10.6 On termination of this Agreement by the Licensee under clause 10.2, Online Access to the Products shall continue on a perpetual access basis. On termination of a subscription to a Package, Cambridge University Press Licensor will provide continued access to all materials published and paid for within the subscription period.
- 10.7 Opt-in clause: Additional institutions may become participants in the Agreement at the commencement of each calendar or in the course of the year. For each newly participating institution a simple assessment is required to determine the institutional banding most suitable, this is specified in Schedule 2.
- 10.8 An individual Consortium Member may leave this Agreement at the end of a calendar year, provided Licensor is given at least one month's written notice, if:
- 10.8.1 the Consortium Member closes one of its sites; or
- 10.8.2 merges with another institution.

## 11 DATA PROTECTION

- 11.1 Licensor shall be entitled to:
- 11.1.1 hold and process the Consortium Members personal data as defined in applicable privacy and data protection legislation;
- 11.1.2 make such information available to: (i) business partners, sub-contractors and/or suppliers who provide products or services to Licensor; (ii) our branches; either of whom may be outside of the European Economic Area;
- 11.1.3 for legal and administrative purposes and in order to fulfil its obligations under this Agreement. This clause shall survive termination of this Agreement.

## 12 ANTI-BRIBERY AND CORRUPTION

- 12.1 Licensee understands that Licensor acts in accordance with the UK Bribery Act 2010, Criminal Finances Act 2017 and other applicable anti-bribery and tax evasion laws in the jurisdictions in which it operates. The Licensee (and its related officers and employees) warrants that it (and Licensee confirms on behalf of each Consortium Member that they each) shall not engage in any activity, practice or conduct in relation to its performance under this Agreement which would constitute an offence under any applicable law or regulation relating to anti-bribery, corruption or tax evasion. The Licensee agrees to promptly notify Licensor of any suspected or known breach of this clause.

## 13 CONFIDENTIALITY

- 13.1 In the course of negotiating the terms of this Agreement, Licensor shall from time to time disclose to Licensee information that is proprietary or confidential to Licensor. Licensee agrees not to disclose information it receives in pre-contractual negotiations in a way that could be prejudicial to Licensor, except as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. This clause shall survive the termination of this Agreement.
- 13.2 A redacted version of the Agreement may be made public after it has been duly executed by both parties, and all fees paid by Licensee will be kept confidential and redacted from any public disclosure.

## 14 GENERAL

- 14.1 Licensee may not assign, transfer or sub-license its rights or obligations under this Agreement.
- 14.2 In no circumstances shall Licensor be liable to Licensee, Consortium Member or any Authorised User for any delay or failure to perform its obligations due to an event beyond its reasonable control, including but not limited to loss or failure of third party controlled IT equipment and internet connections.

- 14.3 This Agreement constitutes the entire agreement between the parties and supersedes any previous agreement between the parties relating to its subject-matter. Each party acknowledges and agrees that, in entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) other than as expressly set out in this Agreement.
- 14.4 This Agreement may not be amended, varied or supplemented except in writing signed by duly authorised representatives of both parties.
- 14.5 If any provision of this Agreement (or any part of any provision) is found by a court to be unenforceable that provision or part provision shall, to the extent required, be deemed not to form part of this Agreement and the validity and enforceability of the other provisions of this Agreement shall not be affected.
- 14.6 No provision of this Agreement is intended to be enforceable by a person who is not a party to this Agreement.
- 14.7 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next business day delivery service at its registered office (if a company) or its principal place of business (in any other case) or sent by e-mail, if to Cambridge at **generalcounsel@cambridge.org**, and if to the Licensee, at the e-mail address in Section I. Any notice shall be deemed to have been duly received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first-class post or other next business day delivery service, at 9.00 am on the second business day after posting or at the time recorded by the delivery service; if sent by e-mail, at 9.00 am on the next business day after transmission. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 14.8 The rights of the parties arising under this Agreement shall not be waived except in writing. Any waiver of any of a party's rights under this Agreement or of any breach of this Agreement by the other party shall not be construed as a waiver of any other rights or of any other further breach.
- 14.9 Headings used in this Agreement are for convenience only and are deemed not to be part of the Agreement.
- 14.10 This Agreement is drafted in the English language. If this Agreement is translated into any other language in the event of conflict the English language version shall prevail.
- 14.11 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) is subject to English Law. The parties submit to the non-exclusive jurisdiction of the English courts 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).



**SECTION III TRANSFORMATIVE AGREEMENT TERMS**
**1 DEFINITIONS**

1.1 This Section uses the following defined terms:

- 1.1.1 **Article:** a research, case report, brief report, review or rapid communications format article (as defined by Licensor).
- 1.1.2 **Article Processing Charges (APCs):** the fee a publisher will sometimes charge for making articles Open Access.
- 1.1.3 **Cambridge Core:** Licensor's online platform for books and journals.
- 1.1.4 **Cambridge OA Journals:** journals which offer an OA publishing option.
- 1.1.5 **Corresponding Author:** a student or member of staff affiliated with the Licensee who handles the manuscript and correspondence during an Article's publication process – from manuscript correction and proof reading, to the revisions and re-submission of revised manuscripts up to acceptance. They (a) have the authority to act on behalf of all co-authors in all matters pertaining to publication of the manuscript including supplementary material (b) are responsible for informing the co-authors of the manuscript's status throughout the submission, review, and publication process and (c) act as the point of contact for any enquiries after an Article is published.
- 1.1.6 **Creative Commons Licence:** a type of licence allowing an author to communicate which rights they reserve and which they agree to waive in order to enable end-users to benefit from a gratis right to reproduce and distribute (and make derivative works from) the original Article. Licensor offers CC-BY, CC-BY-NC-SA, and CC-BY-NC-ND, each described in more detail on the Creative Commons website.
- 1.1.7 **Open Access/OA:** a publishing model that allows content to be published digitally and made accessible without charge to the end-user (subject to the terms of an applicable Creative Commons Licence).
- 1.1.8 **OA Publishing Services:** the opportunity to publish Articles in Cambridge OA Journals without paying an APC.
- 1.1.9 **Payment Processing Software:** RightsLink or other payment processing software
- 1.1.10 **Year:** calendar year.
- 1.1.11 **Cambridge Hybrid OA Journals:** journals that operate on a subscription basis but offer authors the choice of publishing their articles open Access

1.2 Any other defined terms in this Agreement shall have the meaning given in the relevant Section.

**2 OA PUBLISHING PROCESS**

2.1 Corresponding Authors have the opportunity to publish, on a first come, first serve basis, an allowance of OA Articles in Cambridge Hybrid OA Journals without incurring any Article Processing Charges, as detailed in the table below:

Year	Article Cap
2023	97
2024	99
2025	101

- 2.1.1 Once the article cap has been reached, the Licensor will provide a discount code to give the Corresponding Author a 10% discount on Article Processing Charges for eligible articles published.
- 2.1.2 The Licensee will use best endeavours to ensure the promotional code is only used by eligible authors affiliated with the institutions within the license.
- 2.1.3 The Licensor will monitor the usage of the discount code and reserves the right to discontinue the code if abuse is suspected.

2.2 In order to publish in a Cambridge OA Journal, the Corresponding Author must:

- 2.2.1 have an Article accepted for publication;
- 2.2.2 provide details of their affiliation with Licensee, when submitting their Article for publication; and
- 2.2.3 sign a licence to publish form or equivalent documentation, as required by the Cambridge OA Journal publishing the Article, selecting a Creative Commons Licence in the process.

2.3 The OA publishing opportunities the Agreement offers are only available for Articles which have an acceptance date during the Term of this Agreement.

2.4 Articles published non-OA in Cambridge OA Journals during the Term of this Agreement will be eligible for retroactive conversion to OA provided:

- 2.4.1 the Article was published during the Term of this Agreement; and
- 2.4.2 there is still available allowance in the relevant year; and,
- 2.4.3 the request to convert to OA is made no more than three months after the Year in which the Article was published (for example, an article published in December non-OA will need to be made retroactively OA by 31 March of the following year. Only the Corresponding Author can request their Article be made OA and this must be done through Payment Processing Software, or correspondence directly with the Licensor).

2.5 If a Cambridge OA Journal is transferred to another publisher during the term of this Agreement:

- 2.5.1 Articles which were accepted for publication will still be published in the Cambridge OA Journal, provided there is space to do so in a journal volume published before the transfer;
- 2.5.2 All retroactive OA requests must be complete prior to the date of content file transfer to the new OA journal publisher.

2.6 Retroactive publishing will remain available until Licensor considers that this service is no longer necessary.

2.7 Authors from a Consortium Member are permitted, free of charge, to store (self-archive) the Accepted Manuscript of their articles in a departmental, institutional, or non-commercial subject repository:

2.8 In the case of an STM (Science, Technology and Medicine) journal, after an embargo period of 6 months; and

2.9 In the case of an HSS (Humanities and Social Sciences) journal, immediately.

2.10 Authors from a Consortium Member are further permitted, free of charge, to store (self-archive) the abstract of the Accepted Manuscript of their articles, together with a link to the Version of Record on [cambridge.org](http://cambridge.org), on a commercial repository or social media site.



### 3 LICENSOR'S RESPONSIBILITIES

#### 3.1 Licensor shall:

- 3.1.1 verify the identity of Corresponding Authors after the acceptance of Article manuscripts, via affiliation, email domain, or ORCID.
- 3.1.2 provide Licensee with a list of the Cambridge hybrid OA Journals;
- 3.1.3 provide reports to the Consortium detailing the publishing outputs, including the following information: name of Corresponding Author, institutional identifier, article title, DOI, journal title, OA licence applied, Creative Commons Licence (if applicable), date first published online; and
- 3.1.4 provide reports to each Consortium Member detailing their respective publishing outputs including the following information: name of Corresponding Author, institutional identifier, article title, DOI, journal title, OA licence applied, Creative Commons Licence (if applicable), date first published online; and
- 3.1.5 host information relating to the OA publishing opportunities it offers on Cambridge Core.
- 3.1.6 facilitate retroactive OA publishing, as described in clauses 2.4 and 2.5 of this Section.

### 4 CONSORTIUM MEMBER RESPONSIBILITIES

- 4.1 Consortium Members shall inform their researchers and authors about the Licensor's OA publishing process.

### 5 EXCEPTIONS AND EXCLUSIONS

- 5.1 Some of Licensor's journals currently do not permit OA publishing. As such, OA publishing will initially not be available in those journals. These journals will become eligible for OA publishing on an annual basis, if and when OA options are introduced by the journal's proprietors.
- 5.2 Although Licensor endeavours to include all Cambridge OA Journals in this agreement, it reserves the right to exclude a journal.
- 5.3 This Agreement does not cover publishing in Gold OA journals.

### 6 FEES

- 6.1 This includes access to Subscription Products and OA Publishing as per this section.
- 6.2 The VAT rates in Denmark are currently the same for both the Read and Publish portions of the deal and therefore are not listed in this licence agreement. If the Danish VAT for Read and Publish remain the same, the Licensor will not itemize the fees for Read and Publish based on VAT percentage for Read and Publishing Services on the Invoices nor in the License Agreement. Should the Danish VAT rates change where there would be a different VAT rate for Read and another rate for Publishing Services, the Licensor will itemize the differentiation of fees based on the VAT percentage for Read and Publish on both the invoice and License Agreement.

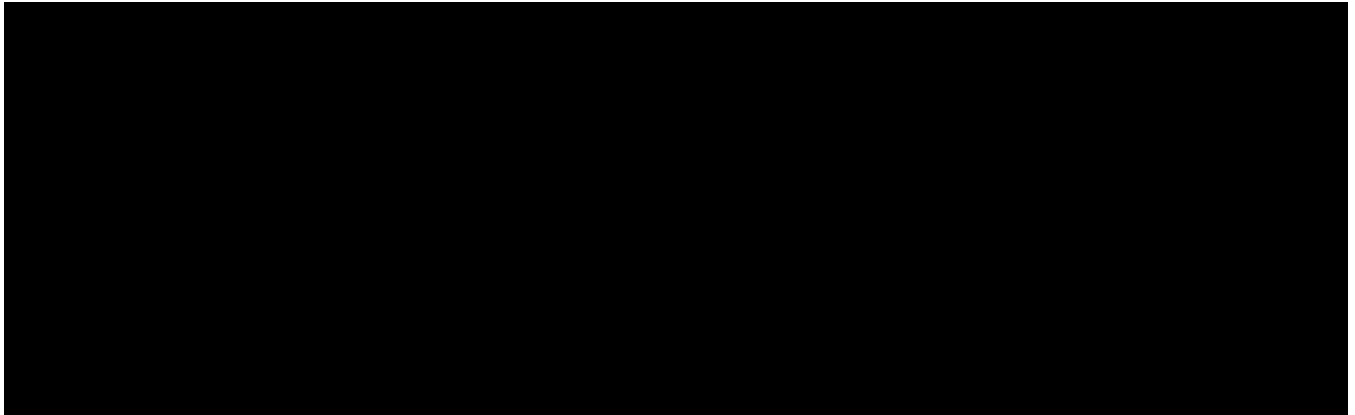
### 7 OTHER

- 7.1 If at the end of a Year the Licensee has not used the allowance of OA Article Publishing (as set out in clause 2.2 of this Section), Licensee will be able to roll over the unused allowance to the following Year, unless:
- 7.2 If at the end of a Year the Consortium Members have not used their allowance of OA Article Publishing (as set out in clause **Error! Reference source not found.** of this Section), Licensee will be able to roll over the unused allowance to the following Year, unless:
  - 7.2.1 the Agreement has ended; or
  - 7.2.2 the capped Transformative Agreement sales model no longer applies.

**SCHEDULE 1**  
**FEES PER MEMBER 2023-25**

**Journal Fees**

The agreed fees below represent a 1% increase year on year.



**Pricing Conditions & Open Access Publishing**

- Annual increase of 1% per annum for years 2023, 2024 and 2025.
- This new deal provides for 97 free APC's in 2023 for article publishing within CUP's Hybrid journals submitted by eligible corresponding authors affiliated with one of the Royal Danish Library participating members. The number of free APC's will increase to 99 in 2024 and 101 in 2025.
- The number of APC's will be closely monitored. If it is deemed that article publishing will exceed the agreed number of articles for each year, an offer to corresponding authors to publish in Hybrid OA Journals at a discounted rate of [REDACTED]

Approval of eligible articles within the provision of the free APC publications cap will be handled by the Licensee.

**VAT for Read & Publish**

The VAT rates in Denmark are currently the same for both the Read and Publish portions of the deal and therefore are not listed in this licence agreement. As long as the Danish VAT for Read and Publish remain the same, the Licensor will not itemize the fees for Read and Publish based on VAT percentage for Read and Publishing Services on the invoices nor in the License Agreement. Should the Danish VAT rates change where there would be a different VAT rate for Read and another rate for Publishing Services, the Licensor will itemize the differentiation of fees based on the VAT percentage for Read and Publish on both the invoice and License Agreement.

**Access**

For participating members, access to available shallow archives (backfiles), excluding archives included in the Cambridge Journals Digital Archive, is freely available for the term of the license. Free access to the shallow archive years may vary per journal. Free online access to the shallow archive is contingent on a current license to a collection.

Should a member choose to terminate their license, the Licensor will continue to provide access to paid content within the license period. For example, if an institution licensed the Full Collection for years 2018-2023 but then chooses to cancel for 2024, they will maintain access to content published in 2018, 2019, 2020, 2021, 2022 and 2023. However, access to the free online shallow archive will cease.

**Online Product Fees**

**SCHEDULE 2****OPT OUT / OPT IN CLAUSE DESCRIPTION**

Opt-out clause: Member Institutions may terminate their agreement if sufficient funds are not provided or allotted in the library budget for the products by the appropriate body in the Member's institution. The Vice Chancellor, or equivalent, of the Member's institution shall provide a written statement to the CUP in which the Vice Chancellor confirms the significantly decreased budget allocation to the Member Institution. Notice of such a decision must reach the CUP by 1 December at the latest for implementation at the commencement of the next calendar year. In this case a member institution's consortium participant fee will be deducted from the invoice. Opting out does not affect any other right or remedy available.

New members joining the agreement in 2023 will have their fee based on their average article output in 2019-2021 multiplied by the standard APC price to calculate the 2023 price. Members joining in subsequent years will have the same formula applied but with the latest data available i.e., 2024 prices will be based on the average 2020-2022 publishing output and for 2025 the 2021-2023 average publishing output and so forth. Once joined new members' fee will then increase in line with the annual price increase. All new members will be offered the Full collection. The minimum fee is [REDACTED] for new members.



















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