

INSTITUTIONAL LICENCE OPEN ACCESS READ & PUBLISH AGREEMENT

THIS AGREEMENT is made on 19 March 2024 between:

- (1) **INFORMA UK LIMITED (trading as TAYLOR & FRANCIS GROUP)** a company registered in England and Wales with company number 1072954 whose registered office is at 5 Howick Place, London, SW1P 1WG (the **Publisher**); and
- (2) **Det Kgl. Bibliotek**, registered in Denmark with business registry number 28988842 whose registered address is Søren Kierkegaards Plads 1, 1221 Copenhagen K, Denmark, for and on behalf of and duly authorised by the Institutions (as defined below) (the **Organisation**), each a **Party** and together the **Parties**.

BACKGROUND

- A. The Publisher is a publisher of learned scholarly and professional journals, which include the Licensed Materials (as defined below).
- B. The Licensed Materials and all intellectual property rights therein are owned or duly licensed to the Publisher.
- C. The Organisation oversees and negotiates licence agreements on behalf of the Institutions.
- D. The Publisher has agreed with the Organisation, on behalf of the Institutions, to offer the Institutions:
 - a. rights of access and use for Authorized Users in respect of the Licensed Materials; and
 - b. the right for Qualifying Authors to publish Qualifying Articles on an Open Access Basis (as defined below), on the terms set out in this Agreement.

AGREED TERMS

1. Definitions and Interpretation

Article Publishing Charge (APC) means the charge levied by the Publisher on the acceptance of an article for publication in an Open Select Journal, the amount of which is set out in Schedule 6.

Authorised User means a person authorised by the Organisation, or any one of the Institutions, to access the Licensed Materials who is:

- a) affiliated with an Institution as a current faculty member (including temporary or exchange faculty members for the duration of their assignment), enrolled post-graduate or undergraduate student, current and retired staff members or contract personnel directly

involved in educational and research activities of the Institution, and has been issued with a password or other currently valid authentication; or

- b) physically present on an Institution's premises and permitted to use the Institution's library or information service and access the Secure Network but only from computer terminals within the Institution's premises, as specified in Schedule 5.
- c) Staff of University Hospitals affiliated with an Institution.
- d) Organisations staff.

Commercially Run Courses means any course run by an Institution which provides a service to a corporate, government or commercial organisation for a fee, conducted outside and separately from such Institution's normal undergraduate and postgraduate academic activity, and excluding professional development courses offered to individuals as part of such Institution's normal activities.

Commercial Use means use for the purposes of monetary reward (whether by or for the Organisation, an Institution or an Authorised User) by means of sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Materials. For the avoidance of doubt, neither recovery of direct costs by the Organisation from the Institutions or Authorised Users, nor use by the Organisation, an Institution or an Authorised User of the Licensed Materials in the course of research funded by a commercial organisation, is deemed to be Commercial Use. Course pack use on Commercially Run Courses, whether organised by an Institution, or another third party, is considered Commercial Use and as such prohibited.

Course Pack means a collection or compilation of materials (e.g. book chapters, journal articles) assembled by staff of the Organisation or an Institution for the purposes of instruction.

Creative Commons Licence means an international public copyright license produced by the Creative Commons Corporation, the latest versions of which can be found at <https://creativecommons.org/licenses/>.

Data Protection Law means the General Data Protection Regulation (Regulation (EU) 2016/679) and the European Privacy and Electronic Communications Directive (Directive 2002/58/EC), as amended or replaced from time to time, and all other national, international or other laws related to data protection and privacy that are applicable to any territory where the Publisher or Organisation processes personal data or is established.

Electronic Reserve means electronic copies of materials (e.g. book chapters, journal articles) assembled by staff of the Organisation or an Institutions for the purposes of instruction.

Institution means a legal entity eligible for joining agreements negotiated by Organisation as more particularly set out in Schedule 1.

Intellectual Property Rights means patents, trademarks, trade names, design rights, copyright (including rights in computer software and moral rights), database rights, rights in know-how, goodwill and other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world.

Licensed Materials means the visual and audio material, databases, and other publications, that are recorded on or contained in electronic data media, or that are otherwise made available electronically by the Publisher to the Organisation and the Institutions in accordance with this Agreement, as more specifically set out in Schedule 2.

Massive Online Open Course (MOOC) means a course of study made available over the internet, with or without charge, to any number of people that are not defined as an Authorised User.

Online Services means the electronic/digital delivery method or platform used by the Publisher from time to time for delivering the Licensed Materials that is located on the Server.

Open Access Basis means a publishing model where works are published in their entirety freely available online with no subscription fee or article-pay-to-view fee or any other form of access fee for that Work, or any publication embargo being applied, normally upon payment of an APC.

Open Access Workflow means the procedure by which an article by a Qualifying Author may be submitted, peer reviewed and accepted for publication in an Open Select Journal, an indicative example of which is set out at Schedule 3. This procedure may be subject to change and the Publisher reserves the right to modify any part of the procedure either in general or in respect of a specific journal, for whatever reason and at any time.

Open Select Journal means a Taylor & Francis and Routledge hybrid journal in which work can be published either on (i) an Open Access Basis, or (ii) on a Subscription Basis (Taylor & Francis / Routledge Open Select) as published by the Publisher from time to time.

Perpetual Access is a right that is only relevant once a customer leaves a deal. For example, should an institution leave the agreement at any stage, at that point they would be entitled to their 2016 core subscriptions holdings. They would receive perpetual access rights for the volume years of their core subscription eg 2024, 2025, 2026, 2027 and 2028. All prior perpetual access would be unaffected by this new agreement.

Publication Allowance means the total number of Qualifying Articles for which the Publisher shall be required to waive the Article Publishing Charge under this Agreement, as set out in Schedule 6.

Qualifying Article means an original article submitted and accepted for publication in an Open Select Journal, subject to payment or waiver of an Article Publishing Charge.

Qualifying Author means a corresponding author affiliated with one of the Institutions, including:

- a student enrolled at or accredited to an Institution;
- a member of the teaching and research staff employed by or otherwise accredited to an Institution;
- any other member of staff employed by or otherwise engaged by an Institution;
- if an Institution is a society, a current member of an Institution,

who identifies themselves as such upon submitting an article to be published by an Open Select Journal.

Read & Publish Fees means the total fees and charges payable by the Organisation for the services provided by the Publisher in accordance with this Agreement, comprising Publishing Fees and Readership Fees, as set out in Schedule 6.

Secure Network means a network (whether a standalone network or a virtual network within the Internet) which is only accessible to Authorised Users whose identity is authenticated at the time of log-in, and periodically thereafter consistent with current best practice, and whose conduct is subject to regulation by this Agreement.

Server means either the Publisher's server or a third-party server designated by the Publisher on which the Licensed Materials are mounted and may be accessed.

Subscription Period means the period from 01/01/2024 to 31/12/2028 (inclusive).

Subscription Basis means a publishing model where works are published with a subscription fee or article-pay-to-view fee or any other form of access fee.

Text and Data Mining means a machine process by which information may be derived including but not limited to by identifying patterns and trends within natural language through text categorization, statistical pattern recognition, concept or sentiment extraction, and the association of natural language with indexing terms.

A. LICENSED MATERIALS

2. Grant of Licence

- 2.1. The Publisher agrees to grant to the Organisation the non-exclusive, non-transferable and non-perpetual licence to give Authorised Users access to the Licensed Material by way of the Online Services for the Subscription Period for the purposes of research, teaching and private study, subject to the terms and conditions of this Agreement. For the avoidance of doubt, perpetual rights previously granted to Institutions are separate to and are unaffected by the terms and conditions of this Agreement.
- 2.2. The Organisation and Institutions agree to comply with the terms and conditions of this Agreement. Institutions agree to use its best endeavours to ensure that all Authorised Users do likewise. The parties acknowledge that the Institutions and Organisations shall have in place between them their own service agreements and power of attorneys, which shall not include the Publisher. The Organisation represents and warrants that it is authorised to enter into this Agreement for and on behalf of the Institutions. Institutions shall be individually liable for any loss, damages, costs or other liability that the Publisher incurs as a result of a breach of the terms of this Agreement by the Institution or its Authorised Users.

3. Rights of Use

- 3.1. The Organisation and Institutions will use reasonable endeavours to ensure that Authorised Users do not, print, copy, re-use, reproduce, modify, sell, distribute, transfer or commercially exploit the Licensed Materials in whole or in part, other than as expressly permitted in this Agreement or, in the case of any Licensed Materials published in an Open Select Journal under a Creative Commons License, as permitted by the terms of such license.
- 3.2. For the duration of the Subscription Period and subject to Clause 6 below, the Institutions may for research and educational purposes:

- 3.2.1. make such back-up copies of the Licensed Materials as are reasonably necessary;
 - 3.2.2. make such temporary local electronic copies of all or part of the Licensed Materials as are necessary solely to ensure efficient use by Authorised Users and not to make available to Authorised Users duplicate copies of the Licensed Materials;
 - 3.2.3. allow Authorised Users to have access to the Licensed Materials from the Server via the Secure Network; and
 - 3.2.4. display, download or print the Licensed Materials for the purpose of internal marketing or testing or for training Authorised users or groups of Authorised Users.
- 3.3. For the duration of the Subscription Period and subject to Clause 6 below, Authorised Users may:
- 3.3.1. search, view, retrieve, display and share with other Authorized Users the Licensed Materials;
 - 3.3.2. electronically save individual articles or items of the Licensed Materials for personal use;
 - 3.3.3. print off single copies of parts of the Licensed Materials; and
 - 3.3.4. use the Licensed Materials to perform and engage in text mining / data mining activities for academic research and other educational purposes and not for Commercial Use, and allow Authorised Users to mount, load and integrate the results on a Secure Network and use the results in accordance with this Agreement, provided that the Publisher is notified in writing in advance of the project to ensure that they can provide appropriate technical assistance and maintain a log of projects.

4. Supply of Copies to Other Libraries

- 4.1. The Institutions may, subject to Clause 6 below, fulfil occasional requests to supply to a User of another library by post or fax, or as an attachment to a secure email transmission provided the electronic file is deleted immediately after printing, for the purposes of research or private study and not for Commercial Use, a single paper copy of an electronic original of an individual document being part of the Licensed Materials.
- 4.2. Notwithstanding the provisions of Clause 4.1, it is understood and agreed that neither the Organisation, the Institutions nor the Authorised Users may provide, by electronic means, (excluding fax or secure transmission as specified in Clause 4.1), to a user at another library a copy of any part of the Licensed Materials for research or private study or otherwise.

5. Course Packs, Electronic Reserve and MOOC's

- 5.1 The Institutions may incorporate hyperlinks to the Licensed Material, and to incorporate a reasonable portion from the Licensed Material in electronic or printed Course Packs or management systems to be used in the course of instruction and/or virtual learning and/or research environments hosted on a Secure Network only. In this event, Authorised Users must specify the source, title and any copyright owner of the Licensed Material used in the Course Packs;
- 5.2 The institutions may display publicly, communicate to the public or perform in public parts of the Licensed Material as part of a presentation at a seminar, conference, or workshop, or other similar event. Authorised Users must specify the source, listing title and author of the extract, title and author of the work, copyright notice, and each publisher of the Licensed Material used in such ways;

6. Prohibited Uses

- 6.1. It is prohibited to:
 - 6.1.1. remove or alter the authors' names or the Publisher's copyright notices or other means of identification or disclaimers as they appear in the Licensed Materials;
 - 6.1.2. systematically make print or electronic copies of multiple extracts of the Licensed Materials, including complete issues, for any purpose;
 - 6.1.3. except for text mining / data mining activities specified in Clause 3.3.4 and course packs / electronic reserve collections specified in Clause 5.1 mount or distribute any part of the Licensed Material on any electronic network, including without limitation the Internet and the World Wide Web, other than the Secure Network; or
 - 6.1.4. systematically distribute the whole or any part of the Licensed Materials to anyone other than an Authorised User.
- 6.2. The Publisher's explicit written permission must be obtained in order to:
 - 6.2.1. use all or any part of the Licensed Materials for any Commercial Use;
 - 6.2.2. permit anyone other than an Authorised User to access or use the Licensed Material;
 - 6.2.3. publish, distribute or make available the Licensed Materials, works based on the Licensed Materials or works which combine them with any other material, other than as permitted in this Agreement; or
 - 6.2.4. alter, abridge, adapt or modify the Licensed Materials to Authorised Users. For the avoidance of doubt, no alteration of the words or their order is permitted.

7. Delivery of Licensed Material

The Publisher shall use reasonable endeavours to make the Licensed Materials available to the Organisation and the Authorised Users on a twenty-four (24) hour basis via the Online

Services for the duration of the Subscription Period. The Publisher cannot guarantee that the Online Services will operate continuously or without interruptions or that they will be error free and it does not accept any liability for their unavailability.

- 7.1. The Organisation acknowledges that the availability of the Online Services may be temporarily restricted for the purposes of maintenance or upgrade. As far as reasonably possible, such maintenance will take place outside of hours. Where possible, the Organisation will be notified in advance of the time and duration of any planned maintenance.

The Publisher shall use reasonable endeavours to restore access to the Licensed Material as soon as possible in the event of an interruption to or suspension of the Online Services. In the event the licensed material is not available to a member institution for more than five (5) business days, the Publisher shall refund to the consortium or the member institution, a proportion of the fee prorated to the period of such unavailability within the subscription period.

- 7.2. The Publisher shall notify the Organisation at least sixty (60) days in advance of any anticipated specification change applicable to the Licensed Materials.

- 7.3. The Publisher reserves the right at any time to:

- 7.3.1. make changes or corrections and to alter, update or upgrade any aspect of the Licensed Materials;

- 7.3.2. vary the technical specification of any of the Licensed Materials or of any software included therein; and

- 7.3.3. withdraw from the Licensed Materials any item, or part of an item, for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright, is defamatory, obscene or unlawful, or which is, in the reasonable opinion of the Publisher, otherwise objectionable. Where reasonably possible, the Publisher shall give written notice to the Organisation of such withdrawal.

- 7.4. Except as expressly provided in this Agreement, the Publisher makes no representations or warranties of any kind, express or implied, including but not limited to, warranties of design, accuracy of the information contained in the Licensed Materials, merchantability or fitness of use for a particular purpose. The Licensed Materials are supplied 'as is'.

8. Terms Applicable to Online Services

- 8.1. The Organisation acknowledges and agrees that all logins, passwords or other Authorised User identification used to access the Licensed Materials (whether chosen by it or the Authorised User(s) or provided by the Publisher) are personal to the Authorised User(s) and the Organisation and the institutions shall use its best endeavours to ensure, as a principal obligation, that the Authorised User(s) shall treat such logins, passwords and other Authorised User identification as confidential and not disclose or transfer them to any person. The Organisation and Institutions must notify the Publisher immediately of any unauthorised use of them or any other breach of security regarding the Publisher's websites

that comes to its attention. Without prejudice to any other right or remedy available to Publisher, it has the right to disable any login, password or other Authorised User identification at any time, if in its opinion the Organisation, an Institution or an Authorised User has failed to comply with this Clause 8.1.

- 8.2. Institutions are responsible for ensuring that the Institutions' computer systems meet all relevant technical specifications necessary to receive the Licensed Materials. Although the Publisher tries to guard against viruses, it cannot and does not guarantee or warrant that any Licensed Materials will be free from infections, viruses and/or other code that has contaminating or destructive properties.
- 8.3. It is prohibited to attempt to interfere with the proper working of the Online Services and, in particular to:
 - 8.3.1. attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other Internet connected device; or
 - 8.3.2. use automated retrieval devices (such as so-called web robots, wanderers, crawlers, spiders or similar devices).
- 8.4. The Organisation is responsible for ensuring that the Publisher is provided with lists of valid IP addresses for the purposes of managing access to the Licensed Materials. The Publisher is responsible for implementing and confirming to the Organisation any update of Institutions' IP addresses within 48 business hours of receiving them. The Publisher shall not be liable to the Institutions or Organisations for a breach of this Agreement that is as a result of the Publisher not receiving the most recent list of valid IP addresses from an Institution.

Information on Licensee's IP-addresses may not be exchanged or stored with third Parties without written consent from the Royal Danish Library.

Institutions are under obligation to configure the computer system through which the Licensed Materials are used by the Institution and Authorised Users, and put in place procedures, in accordance with all appropriate accepted standards, for the purpose of preventing access to the Licensed Materials by any person other than an Authorised User.
- 8.5. The Publisher makes no representations whatsoever about any other third-party websites which the Organisation, the Institutions or the Authorised Users may access through the Online Services. When an Authorised User accesses any other third-party website the Organisation understands that it is independent from the Publisher websites and that the Publisher has no control over the content or availability of that website. In addition, a link to any other third party website does not mean that the Publisher endorses or accepts any responsibility for the content, or the use of, such a website and it shall not be liable for any loss or damage caused or alleged to be caused by or in connection with use of or reliance on any content, goods or services available on or through any other web or resource. Any concerns regarding any external link should be directed to its website administrator or web master.

9. Intellectual Property Rights

- 9.1. The Organisation acknowledges that the Licensed Materials are protected by copyright law, database rights and other Intellectual Property Rights, and that all Intellectual Property

Rights relating to the Licensed Materials are the sole and exclusive property of the Publisher, its affiliates and licensors.

- 9.2. This Agreement does not convey to the Organisation any right, title or interest in the Licensed Materials except for the right to use the Licensed Material in accordance with the terms and conditions of this Agreement. All of the Publisher's rights which are not specifically granted to the Organisation by this Agreement are reserved to the Publisher.
- 9.3. The Organisation shall notify the Publisher as soon as possible on becoming aware of:
 - 9.3.1. any unauthorised possession or use of the Licensed Material;
 - 9.3.2. any infringement of the Publisher's Intellectual Property Rights, or any portion thereof; and
 - 9.3.3. any claim by any third party that the Licensed Material infringes an intellectual property or proprietary right of any third party.
- 9.4. The Publisher warrants to the Organisation that the Licensed Materials used as contemplated by this Agreement do not infringe the Intellectual Property Rights of any person. The Publisher shall indemnify and hold the Organisation harmless from and against any loss, damage, costs, liability and expenses (including reasonable legal and professional fees) arising out of any legal action taken against the Organisation claiming actual or alleged infringement of such rights. This indemnity shall survive the termination of this Agreement for any reason. This indemnity shall not apply if the Organisation has amended the Licensed Materials in any way not permitted by this Agreement.

10. Terms of Publication

- 10.1. The Organisation acknowledges that, before an article by a Qualifying Author will be accepted for publication:
 - 10.1.1. such article must be submitted, peer reviewed and accepted in accordance with the Open Access Workflow; and
 - 10.1.2. the owner(s) of any copyright in such article must enter into the Publisher's standard open access publishing agreement substantially in the form set out at Schedule 4.
- 10.2. The Organisation acknowledges that all Qualifying Articles will be made available under a Creative Commons Licence. Qualifying Authors will have the option to choose between a CC BY, CC BY-NC or CC BY-NC-ND licence, with CC BY 4.0 as the default option, if offered by the journal to which the article has been submitted, the latest versions of which can be found at <https://creativecommons.org/licenses>.

11. Organisation's Responsibilities (Licensed Materials)

- 11.1. The Organisation shall:
 - 11.1.1. notify the Institution of the terms and conditions of this Agreement and take all reasonable steps to protect the Licensed Materials from unauthorised use or other breach of this Agreement;

- 11.1.2. use reasonable endeavours to monitor compliance and, immediately upon becoming aware of any unauthorised access to or use of the Licensed Materials, or any other breach of security regarding the Online Services or the Licensed Materials that comes to its attention, inform the Publisher and take all reasonable and appropriate steps to: (i) promptly and fully investigate such breach for the purpose of identifying, mitigating, and remedying the breach to ensure as far as reasonably possible that the relevant activity ceases and to prevent any recurrence; (ii) keep the Publisher informed about the investigation and its status and assist the Publisher to identify any breaching Authorised User; and (iii) if the Organisation considers it appropriate, take steps against the individual(s) concerned in accordance with Organisation's disciplinary procedures;
 - 11.1.3. issue passwords and/or other access information only to Authorised Users and use all reasonable endeavours to ensure that Authorised Users do not divulge their passwords or other access information to any third party;
 - 11.1.4. provide the Publisher, within thirty (30) days of the date of this Agreement, with the information sufficient to enable the Publisher to provide access to the Licensed Material in accordance with its obligation under Clause 2.1. Should the Organisation make any significant change to such information, it will timely notify the Publisher;
 - 11.1.5. provide complete information on its print or online holdings and demographic information (i.e. student FTE) required by the Publisher for pricing purposes (only if applicable) at the time of signing this Agreement, and promptly provide any updates to such information no more frequently than annually.
- 11.2. If, in the Publisher's reasonable opinion, the Organisation has committed a material breach of its obligations in Clause 11.1.2, including by systematically and/or repeatedly failing to prevent recurrence of a relevant activity contrary to its obligations, and the Organisation has failed to remedy such material breach following fifteen (15) days' written notice from the Publisher, the Publisher shall be entitled (without prejudice to any other right or remedy available to it) to suspend the Organisation's, Institution's and/or the Authorised User's access to the Licensed Materials until such time as the breach has been remedied. In such event, the Publisher shall notify the Organisation of its reasons for such suspension in writing.

B. OPEN ACCESS PUBLISHING

12. Terms of Publication

- 12.1. In consideration of the Read and Publishing Fee and subject to the terms of this Agreement, the Publisher agrees that the Article Publishing Charges in respect of any Qualifying Article submitted by a Qualifying Author to be published in an Open Select Journal shall be

- included under the Read and Publishing Fee and not paid separately by the author or an Institution.
- 12.2. The total number of Qualifying Articles included under Clause 12.1 will be according to the Publication Allowance in schedule 6.

13. Editorial Independence

Nothing in this Agreement shall oblige the Publisher to publish any article submitted to the Publisher by a Qualifying Author, an Institution or the Organisation. The Organisation acknowledges that the selection of material via peer review to be published in an Open Select Journal is entirely at the discretion of the Publisher and/or the editors or proprietors of the Open Select Journal and the Organisation waives any claim it may have against the Publisher in the event that the Publisher or its editors decline to publish any material (or part thereof) submitted by a Qualifying Author, an Institution or the Organisation.

14. Publication Allowance

- 14.1. In the event that the Publication Allowance is not used in full in any Subscription Year or the Term, the unused part of the Publication Allowance will lapse and will not be rolled over into any subsequent Subscription Year. Further, the Publisher shall have no liability or other obligations to the Organisation or Institution in relation to the unused Publication Allowance, including but not limited to making a refund equivalent to any unused APCs or increased the Publication Allowance in subsequent Subscription Years beyond what has been agreed and set out in Schedule 6.
- 14.2. Subject to Clause 14.3, in the event of the Publication Allowance being reached in any Subscription Year if a Qualifying Author chooses to publish on an Open Access Basis, they shall be liable to the Publisher for any additional APCs above the Publication Allowance. In this event, the Publisher will invoice the author for the APC directly, in the usual way. For the avoidance of doubt, the Qualifying Author shall have no obligation to publish on an Open Access Basis once the Publication Allowance has been reached and may instead decide to publish their Qualifying Article on a Subscription Basis, in which case no APC shall be due by the author to the Publisher.
- 14.3. The Institutions shall have the option to “opt out” of the provisions of Clause 14.2 above, so that any additional APCs over the Publication Allowance are paid by the Institution. The Institution shall notify the Publisher in writing of its intention to opt out of Clause 14.2 within thirty (30) days of this Agreement or within thirty (30) days of the beginning of each Subscription Year. In this event, the Institutions shall be liable for any additional APCs above the Publication Allowance which shall be invoiced by the Publisher at the end of the Subscription Year at the prevailing APC rates. The Institution shall pay such additional amounts within sixty (60) days of invoice.

- 14.4. The Organisation is under no obligation to approve any additional Qualifying Articles above the Publication Allowance to be published under this Agreement.
- 14.5. In the event that the Organisation or Institution indicates that they do not want an article by a Qualifying Author to be deemed a Qualifying Article whose APC is paid by the Publishing Fee, they shall reject the Qualifying Article in the Research Dashboard. In this event, the Publisher shall invoice the author directly for the APC in the usual way and that article shall not be counted towards the Publication Allowance.
- 14.6. The Publication Allowance shall be recalculated in the event that the number of Institutions changes in accordance with Schedule 1. If a new Institution joins, the value of any subscriptions from the new institution(s) will be added to the publishing allowance to be used to pay for Open Select OA articles at the prevailing agreed APC rate. In the scenario where a new institution doesn't currently have a subscription, a nominal fee will be applicable, equal to 1 APC.
- 14.7. Any articles relating to Qualifying Articles that would not be eligible for publication under the Publication Allowance for any reason shall be paid for by the author or their funder in the usual way in accordance with the terms of that journal or platform. This includes but is not limited to the APCs for articles submitted to any of the Publisher's journals or platforms (including f1000research.com) that are not Open Select Journals.

15. Organisation's Responsibilities (Open Access Publishing)

- 15.1. The Organisation shall ensure that the Institutions shall inform Qualifying Authors that this Agreement is in place and that their Qualifying Articles can be made available on an Open Access Basis on acceptance in an Open Select Journals.
- 15.2. The Organisation shall ensure that the Institutions ensure that Qualifying Authors shall identify themselves as being eligible and shall verify the eligibility of a Qualifying Author in the course of the Open Access Workflow.

C. GENERAL

16. Fees and Payment

- 16.1. In consideration of the mutual promises and other valuable consideration set forth in this Agreement, the Organisation agrees to pay the Publisher the Read & Publish Fees within 60 days of receipt of a correct invoice from the Publisher on the condition that a countersigned Agreement has been exchanged between the parties.

- 16.2. The Organisation will pay the Read & Publish Fees annually and in advance for the duration of the Agreement.
- 16.3. All amounts payable by the Organisation under this Agreement shall be in Euros (€) and are exclusive of any applicable sales, value added, sales, use, excise or similar taxes, all of which shall be additionally payable by the Organisation as appropriate.
- 16.4. Without prejudice to any other rights and/or remedies available to it, the Publisher reserves the right to charge the Organisation (and the Organisation undertakes to pay on demand):
- 16.4.1. interest on outstanding and overdue amounts at 3% per annum above HSBC's base rate (from time to time) from the date of the invoice to the date payment is made in full;
 - 16.4.2. an amount equivalent to all reasonable costs and expenses (including legal fees and collection agency commission) suffered or incurred by the Publisher in connection with the recovery of overdue amounts from the Organisation; and
 - 16.4.3. an administration fee of £120 plus value added tax for internal management and staff overhead time in dealing with the recovery of overdue amounts from the Organisation.

17. Term & Termination

- 17.1. In consideration of the payment of the Read & Publish Fees by the Organisation, the Publisher will provide the licensing and publishing services set out in this Agreement for the duration of the Subscription Period, subject to any earlier termination in accordance with Clauses 14.3 or below.
- 17.2. Except for provisions defined in clause 16, Rights and Obligations of both parties under this Agreement shall automatically terminate at the end of the Subscription Period.
- 17.3. In addition to automatic termination under Clause 17.2 above, this Agreement shall be terminated:
- 17.3.1. if the Publisher commits a material or persistent breach of any term of this Agreement and fails to remedy the breach (if capable of remedy) within sixty (60) days of notification in writing by the Organisation;
 - 17.3.2. if the Organisation, an Institution or an Authorised User commits a material or persistent breach of any term of this Agreement;

- 17.3.3. by the Publisher, if the Organisation commits a material and/or persistent infringement of the copyright or other Intellectual Property Rights in the Licensed Materials or breaches the provisions of Clauses 3, 4, 5, 6 and 9 of this Agreement or Clause 13.1.2 in respect of its obligations upon becoming aware of any unauthorised access to or use of the Licensed Materials, and fails to remedy the breach (if capable of remedy) within fifteen (15) days of notification in writing by the Publisher;
- 17.3.4. by the Publisher, if the Organisation commits a material or persistent breach of any term of this Agreement (other than those set out in Clause 17.3.3 above) and fails to remedy the breach (if capable of remedy) within sixty (60) days of notification in writing by the Publisher;
- 17.3.5. if either Party becomes insolvent or becomes subject to receivership, liquidation or similar external administration or ceases to carry on business or threatens to do any of these things or suffers any analogous event in any jurisdiction.
- 17.4. In addition to automatic termination under Clause 17.2 and termination under Clause 17.3 above, this Agreement shall be terminated for any individual Institution if the Institution or an Authorised User commits a material or persistent breach of any term of this Agreement
- 17.5. An Institution may opt out of this Agreement by giving the Publisher 60 days written notice by an agreed date in any Calendar Year in the event that the library's materials budget is cut significantly (beyond 10%), such that sufficient library funds are not allocated to enable the Institution to pay the Read and Publish Fee(s) due under this Agreement for the following Calendar Year(s). In this event, subject to the Institution providing documented evidence of such library materials budget cut to the Publisher if requested (for example, a letter signed by the Institution's library director confirming the library materials budget cut), the Agreement shall terminate on the last day of that Calendar Year and the Institution shall only be liable to the Publisher for Read and Publish Fees due up to such date of termination. Upon termination, the provisions of this clause 17 shall apply, and all rights and licences granted to the Institution pursuant to this Agreement shall cease including, for the avoidance of doubt, the right for Corresponding Authors to publish Eligible Articles in the Open Select Journals under the Publication Allowance on the basis of the terms of this Agreement and any fee rates agreed under this Agreement, and the Institution shall cease to access and use, and permit access to and use of, the Licensed Material including perpetual rights gained during this Agreement. As set out under clause 1.1 above, perpetual rights previously granted to Institutions are separate to and are unaffected by the terms and conditions of this Agreement.
- 17.6. On termination of this Agreement for any reason, the Organisation shall immediately cease to distribute, or make available, the Licensed Materials to Authorised Users and shall return to the Publisher or (at the Publisher's sole election) destroy all Licensed Materials.

18. Confidentiality

- 18.1. This Agreement or any part of it can freely be made public, subject to redaction of Schedule 6, by the Publisher and/or the Organisation.

18.2. Each Party (“**Receiving Party**”) undertakes to:

- 18.2.1. maintain as secret and confidential all know-how and other technical or commercial information (“**Confidential Information**”) obtained directly or indirectly from the other Party (“**Disclosing Party**”) in the course of or in anticipation of this Agreement;
- 18.2.2. use the Confidential Information exclusively for the purposes of this Agreement; and
- 18.2.3. only disclose the Confidential Information to those of its employees, contractors and sub-licensees (if any) reasonably necessary for the purposes of this Agreement; and
- 18.2.4. maintain the confidentiality of any data relating to the usage of the Licensed Materials by the Organisation and its Authorised Users. Such data may be used solely for purposes directly related to the Licensed Materials and may only be provided to third parties in aggregate form. Raw usage data, including but not limited to information relating to the identity of specific users and/or uses, shall not be provided to any third parties.

18.3. The provisions of Clause 18.1 shall not apply to Confidential Information which the Receiving Party can demonstrate:

- 18.3.1. was, prior to its receipt from the Disclosing Party, in the possession of the Receiving Party and at its free disposal; or
- 18.3.2. is subsequently disclosed to the Receiving Party without any obligations of confidence by a third party who has not derived it directly or indirectly from the Disclosing Party; or
- 18.3.3. is or becomes generally available to the public through no act or default of the Receiving Party or its agents, employees, affiliates or sub-licensees; or
- 18.3.4. the Receiving Party is required to disclose to the courts of any competent jurisdiction, or to any government regulatory agency or financial authority, provided that the Receiving Party shall, where lawful (i) inform the Disclosing Party as soon as is reasonably practicable; and (ii) at the Disclosing Party’s request and cost seek to persuade the court, agency or authority to have the information treated in a confidential manner, where this is possible under the court, agency or authority’s procedures.

18.4. The Receiving Party shall procure that all of its employees, contractors and sub-licensees who have access to any Confidential Information, shall have entered into written undertakings of confidentiality at least as restrictive as those set out in this Clause 18.

19. Data protection

- 19.1. For the purposes of this Clause 15, the terms “**personal data**”, “**controller**”, “**processor**”, “**processing**”, “**data subject**”, “**personal data breach**” and “**supervisory authority**” shall have the meanings ascribed to them under the General Data Protection Regulation (Regulation (EU) 2016/679).
- 19.2. For the purposes of this Agreement and either Party’s processing of personal data in connection with this Agreement, the Parties agree that each Party acts as a data controller.
- 19.3. Each Party shall (i) only process personal data in compliance with and shall not cause itself or the other Party to be in breach of, Data Protection Law, and (ii) act reasonably in providing such information and assistance as the other Party may reasonably request to enable the other Party to comply with its obligations under Data Protection Law.
- 19.4. If either Party becomes aware of a personal data breach relating to the processing of personal data in connection with this Agreement, it shall (i) provide the other Party with reasonable details of such personal data breach without undue delay, and (ii) act reasonably in co-operating with the other Party in respect of any communications or notifications to be issued to any data subjects and/or supervisory authorities in respect of the personal data breach.
- 19.5. If either Party receives any communication from any supervisory authority relating to the processing of personal data in connection with this Agreement, it shall (i) provide the other Party with reasonable details of such communication, and (ii) act reasonably in co-operating with the other Party in respect of any response to the same.

20. Limitation of Liability

- 20.1. The Publisher will use its reasonable endeavours to ensure that the information contained in any Licensed Materials is accurate. However, the Publisher cannot guarantee the accuracy of any information and content contained in the Licensed Materials, which is provided on a strictly ‘as is’ basis. The Publisher has no liability for any loss or damage whatsoever sustained by the Organisation, an Institution or an Authorised User as a result of using or relying on any information and content contained in the Licensed Materials.
- 20.2. The Publisher accepts no liability for any indirect or consequential loss or damage or for any loss of data, profit, goodwill, anticipated savings, revenue or business (whether direct or indirect in each case), howsoever caused, even if foreseeable, arising under or in relation to this Agreement.
- 20.3. In circumstances where Organisation, an Institution or an Authorised User suffers loss or damage arising out of or in connection with the use or performance of the Licensed Materials, the Publisher accepts no liability for this loss or damage whether due to

inaccuracy, error, omission or any other cause and whether on the part of us or our servants, agents or any other person or entity.

- 20.4. If the Publisher is liable to Organisation under this Agreement for any reason, its liability will be limited to the amount of Read & Publish Fees paid by the Organisation pursuant to this Agreement in the year in which such liability arose.
- 20.5. Nothing in this Agreement shall limit the Publisher's liability for death or personal injury resulting from its negligence or from its fraudulent misrepresentation or any liability which cannot be excluded under the applicable law.
- 20.6. The Publisher shall indemnify and hold the Organisation harmless from and against any loss, damage, costs, liability and expenses (including reasonable legal and professional fees) (collectively, "Claims") arising out of any legal action taken against the Organisation claiming that the use of the Licensed Materials as contemplated by this Agreement infringes any proprietary or Intellectual Property Rights of a third party. This indemnity shall not apply if the Organisation has amended the Licensed Materials in any way not permitted by this Agreement.
- 20.7. In relation to any claim made or action brought to which Clause 20.6 applies, the Organisation shall:
- 20.7.1. promptly give the Publisher written notice of any claim against it in respect of which it wishes to rely on the indemnity at Clause 20.6;
 - 20.7.2. give the Publisher immediate and complete control of the defence and settlement of such claim;
 - 20.7.3. give the Publisher all reasonable assistance with the defence and settlement of such claim, at their own cost; and
 - 20.7.4. not, without prior consultation with the Publisher, make any admission relation to the claim or attempt to settle it.
- 20.8. The Organisation shall indemnify the Publisher against all Claims or other liability incurred by the Publisher in respect of any infringement or material breach of the Organisation's representations, warranties, covenants or other obligations made herein.
- 20.9. No indemnity obligation shall exist with respect to an indemnity Claim that arises from a non-indemnifying party's gross negligence, wilful misconduct or breach of this Agreement.

21. Force Majeure

Either Party's failure to perform any term or condition of this Agreement as a result of conditions beyond its reasonable control such as (but not limited to) war, strikes, fires, floods, governmental restrictions, acts of terrorism, public health emergencies, power failures, or damage or destruction of any network facilities or servers shall not be deemed a breach of this Agreement.

22. Assignment

The Agreement may not be assigned by the Organisation to any other person or organisation, nor may either Party sub-contract any of its obligations, without the prior written consent of the other Party, whose consent shall not be unreasonably withheld. The Publisher shall be entitled to assign, sub-license, subcontract or otherwise dispose of its rights and obligations under this Agreement to any other person or company.

23. Notices

Any notice, request, statement or other communication to be served on either of the Parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the addressee as set out in this Agreement or to such other address as notified by either Party to the other as its address for the service of notices, with a copy to be sent by email to such email address as notified by either Party to the other as its email address for the service of notices. All such notices shall be deemed to have been received within 14 days of posting.

24. Severability

In the event that any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid or un-enforceable, the remaining provisions of this Agreement shall not be affected and will remain in full force and effect.

25. Third Parties

A person who is not a Party to this Agreement shall have no rights under the provisions of the Contracts (Rights of Third Parties) Act 1999 which shall be specifically excluded from the scope of this Agreement.

26. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with English law. The parties irrevocably agree that any dispute arising out of, or in connection with, this Agreement will be subject to the non-exclusive jurisdiction of the courts of England and Wales.

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