

**LICENSE AGREEMENT**

("The Agreement")

BETWEEN

**Portland Press Ltd**  
**First Floor, 10 Queen Street Place, London EC4R 1BE**  
**02453983)**

("The Licensor")

AND

**Royal Danish Library**  
**Søren Kierkegaards Plads 1**  
**1221 København K Denmark**  
**VAT 2898 8842**  
**EAN 5798000792159**

("The Licensee")

for and on behalf of the consortium member institutions subscribing to the Agreement;

**Agreement Period: from January 1<sup>st</sup> 2024 until December 31<sup>st</sup> 2025**

## TERMS AND CONDITIONS

### 1. DEFINITIONS

In the Agreement, the following terms and conditions shall have the following meanings:

"Access"	shall mean using systems generally known as the Internet, the World Wide Web in combination with standard browsers and IP address recognition and EZproxy servers.
"Authorised Users"	shall mean individuals who are authorised by Member Institutions to access the Member Institution's information services available through the Member Institution's Secure Network and who is (i) affiliated with the Member Institution as a current student, alumni library patron, employee, Retired Researcher or (ii) physically present on the Member Institution's premises (walk-in users). In the case a Member Institution is a university also affiliated university hospital staff is considered Authorised Users.
"IP-address"	shall mean not immediately personally identifiable information about external institutional Internet Protocol addresses provided by the Consortia institutions subscribing to this Agreement.
"Licensed Material"	shall mean any abstract, article, chapters, index, advertising or other material contained in this License and accessed via Licensor's platform;
"Member Institutions"	Individual institutions, who are subscribing to content from the Licensor in relation to this Agreement and which hold individual responsibility for complying with the terms and condition of this Agreement;
"Non-Commercial"	shall mean the contrary of use for the purpose of monetary reward (whether by or for the Member Institution, Authorised Users, or any other person or entity) by means of sale, resale, loan, transfer, hire, or other form of exploitation of the Licensed Material;
"Retired Researcher"	shall mean a person who is now retired, but previously was a researcher, employed by the Member Institution, where the Member Institution is an academic institution;
"Secure Network"	shall mean a network (whether a stand-alone network or a virtual network within the Internet) which is only accessible to Authorised Users;
"Server"	shall mean either Licensor's server or a third party server designated by Licensor on which the Licensed Material are mounted and through which the Member Institution and its Authorised Users may gain access.



## **2. GRANT OF LICENSE, USAGE RIGHTS**

- 2.1 Licensor grants Member Institutions the non-exclusive and non-transferable right in the Agreement Period to allow Authorised Users for the purposes of research, teaching, private study or other Non-Commercial purposes to:
- 2.1.1 access Licensor's Servers by means of IP address recognition in order to search, retrieve, display and view, and otherwise use portions of the Licensed Material;
  - 2.1.2 save, print and/or distribute copies of individual articles or portions of the Licensed Material in print or digital form to other Authorized Users;
  - 2.1.3 incorporate parts of the Licensed Material in printed and digital course packs, study packs, resource lists and in any other content (including but not limited to multimedia works). Each item shall carry appropriate acknowledgement of the source, listing title and copyright owner. Content in non-digital 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;
  - 2.1.4 share deep-links to portions of the Licensed Material in print or digital form with other Authorized Users;
  - 2.1.5 display, download and print parts of the Licensed Material for the purpose of promotion of the Licensed Material, testing of the Licensed Material, or for training of Authorised Users;
  - 2.1.6 permit Authorized Users to public display or publicly perform parts of the Licensed Material as part of a presentation at a teaching lesson, workshop, or other such similar activity;
  - 2.1.7 provide print or electronic copies of all or any part of the Licensed Material to national or international regulatory authorities for the purposes of or in anticipation of regulatory approval and/or trademark applications or other regulatory purposes in respect of the Member Institution's products or services.
- 2.2 Where a Member Institution is a library, then notwithstanding any restriction in clause 4.2.2, Licensor grants those Member Institutions a non-exclusive right to supply Inter-Library Loan (whether by post, fax, electronic mail or secure system delivery e.g. Ariel) to another library, for the purpose of supplying a patron of the recipient library with a single paper copy of an electronic original of an individual document from the Licensed Material for the purpose of research or private study and not for commercial use.
- 2.3 Member Institutions shall be entitled to continuing access to Licensed Material from Licensor's servers that were published during any time where the Member Institution held a valid Agreement for access to those content (either with the Licensor or a previous Publisher) on the same terms as this Agreement. For the avoidance of doubt, upon termination of this Agreement Member Institutions will also retain perpetual access rights to current electronic files and retrospective content.
- 2.4 Where a Member Institution is a research organisation or a cultural heritage institution Text and Data-Mining (TDM) for research purposes, including validation of research can be performed in accordance with Directive (EU) 2019/790 of 17 April 2019 on copyright and related rights in the Digital Single Market is not regulated by This Agreement. To avoid lawful TDM is mistaken for prohibited activity specified under section 4.2 Licensee or Member Institution will notify Licensor of such intended TDM using Schedule E.



- 2.5 When a Member Institution is not a research institution or a cultural heritage institution or the purpose is other than research, Member Institutions may carry out Non-Commercial TDM in relation to the Licensed Material or portions thereof, including making and storing copies provided that
- 2.5.1 such copies are made and stored only to the extent necessary for the purposes of such computational analysis;
  - 2.5.2 such copies are not transferred to any other person or used for any other purpose without the Licensor's consent;
  - 2.5.3 such copies are destroyed once they are no longer necessary for the relevant computational analysis;
  - 2.5.4 the Authorised Users acknowledge the use of the Licensed Material if any results of the computational analysis are published; and
  - 2.5.5 the Authorised Users comply with all Licensor usage policies communicated to them or made available to them, including without limitation any security measures and conditions of access.
- 2.6 To avoid that TDM permissible under section 2.5 is mistaken for prohibited activity specified under section 4.2 Licensee or Member Institution will as far as possible notify Licensor in advance of planned TDM using schedule F.
- 2.7 Licensor's prior written consent is required for any other TDM activity than those including under section 2.4 and 2.5.

### **3. RESPONSIBILITIES OF LICENSOR**

- 3.1 Licensor shall use all reasonable efforts to:
- 3.1.1 make the Licensed Material available by means of the World Wide Web to the Member Institutions throughout the Agreement Period;
  - 3.1.2 ensure that the Server has sufficient capacity and rate of connectivity to provide the Member Institutions with a quality of service consistent with current standards in the World Wide Web on-line information provision industry;
  - 3.1.3 restore access to the Licensed Material as soon as possible in the event of an interruption or suspension of the service. In the event where the Licensed Material, notwithstanding force majeure type situations, shall not be available to a member institution for more than five (5) business days, the Licensor shall refund to the consortium or the members, a proportion of the fee prorated to the period of such unavailability.
- 3.2 Licensor reserves the right to suspend access to the Licensed Material for a single Member Institution in the event of any unauthorised use of the Licensed Material from this institution. Suspension of access can only be effectuated after a reasonable time notice to the Licensee.
- 3.3 Throughout the Agreement Period Licensor agrees to make available to Licensee a COUNTER compliant usage report, specifying individual Member Institutions' usage.
- 3.3.1 Throughout the Agreement Period Licensor agrees to make available to Member Institutions a COUNTER compliant usage report, specifying the institution's own usage.
- 3.4 Licensor commits to during the Contract Period to inform Licensee on any substantial changes relating to Licensor's systems or the Licensed Material.



- 3.5 Licensors will yearly and no later than November 1 deliver a preliminary title list of content covered by the Agreement to Licensee containing 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 price value. A final title list must be delivered no later than January 15.
- 3.6 Licensors will at all times provide to Discovery, link resolver and A-Z list vendors a fully updated list with the following information about each title in the Licensed Material: Title, ISSN or eISSN, previous title(s) if appropriate, previous ISSN or eISSN if appropriate, first volume and issue made available as part of the Offer, or (if volume/issue is not available) URL.
- 3.7 Licensors will make available the metadata relating to Licensed Material for Licensee by FTP data feed or by any other means agreed between the parties. The metadata will contain the following fields: Article title, Journal title, ISSN, Article author(s), volume, issue, year, page, Licensors and link to the full text on Licensors's web site.
- 3.8 Licensors reserves the right to withdraw from content of the Licensed Material that it no longer retains the right to, provide or that it has reasonable grounds to believe is unlawful, harmful, false, or infringing. If the withdrawal of content exceeds 3 % of the total list price value of Licensed Material, the already paid as well as any future payments of fee from the Licensee, for the next and remaining calendar year(s) of the term of this Agreement, will be subject to negotiation. In case a mutual agreement cannot be reached, the Member Institution may opt to leave this Agreement, upon prior 1 month written notice to the Licensors
- 3.9 Licensors will deliver yearly and no later than November 1 documentation for the ratio of open access content of Licensed Material for the previous year. If the ration of open access content of Licensed Material exceeds 10 %, the already paid as well as any future payments from Licensee, for the next and remaining calendar year(s) of the term of this Agreement, shall be subject to negotiation. In case a mutual agreement cannot be reached, the member institution may opt to leave this Agreement, upon prior 1 month written notice to Licensors.
- 3.10 Licensors will yearly, and no later than February 1, deliver to each Member Institution's mail contact electronic copies of accepted manuscripts by authors affiliated with the Member Institution which has been published the previous year.
- 3.11 Licensors will forward a correct and valid invoice to Licensee per calendar year of This Agreement Royal Danish Library by e-mail to [consortium@kb.dk](mailto:consortium@kb.dk) directly following both parties have signed
- 3.12 this Agreement or
- 3.12.1 a contact addendum specifying which Member Institutions are participating in This Agreement for the relevant calendar year
- 3.13 In the case that Licensors ceases to hold the publication rights of any of the Licensed Material, and is no longer able to provide the access described in 2.3, the Licensors shall ensure that continuing access is provided either:
- 3.13.1 by the new publisher of the relevant Licensed Material ; or
- 3.13.2 by providing the Licensee with an electronic copy of the relevant Licensed Material for the purpose of local hosting by the Member Institution;



- 3.13.3 through Portico, CLOCKSS, or a similar third party archive and in such case the Licensor shall provide all relevant details of the Member Institutions to the third party in order to enable access to the third party archive by the Member Institutions. Such access will be subject to Member Institutions fulfilling the third party's terms and condition for access.
- 3.14 Licensor will use all reasonable efforts to comply with the Code of Practice of Project Transfer relating to the transfer of titles between publishers.
- 3.15 In the event of transfer of titles to another publisher, Licensor shall ensure continued access according to the NISO Transfer Code of Practice.
- 3.16 Internet Protocol (IP) addresses provided by the Licensee, for the purpose of giving access to Member Institutions, shall be updated yearly by Licensor upon receiving new IP addresses for the subsequent year of access to content.
- 3.16.1 Licensor may not share IP addresses with any third party without written consent from Licensee.
- 3.16.2 Licensor commits to update IP addresses within 48 hours of receiving information on changes and confirm the update by e-mail to [consortium@kb.dk](mailto:consortium@kb.dk).

#### **4. RESPONSIBILITIES OF THE LICENSEE**

- 4.1 Licensee shall:
- 4.1.1 appoint a central contact person from Royal Danish Library to be the day-today contact person for the Licensor with respect to this Agreement;
- 4.1.2 no later than December 1 in the year prior to the begin of a new calendar year under this Agreement provide Licensor with a list of Member Institutions having entered this Agreement, including IP addresses and Member Institution contact information;
- 4.1.3 Communicate changes of Member Institutions' IP addresses as soon as possible by e-mail.
- 4.2 Member Institutions shall:
- 4.2.1 use all reasonable efforts to ensure that only Authorised Users are permitted access to the Licensed Material by means of the Member Institution's Secure Network;
- 4.2.2 ensure that all Authorised Users are informed of the restrictions on use and obligations contained in this Agreement, including that it is **NOT** permitted to:
- remove or alter Licensor's copyright notices or other means of identification or disclaimers as they appear in the Licensed Material;
  - subject to systematically make printed or digital copies of multiple portions of the Licensed Material for any purpose;
  - display or distribute any part of the Licensed Material on any digital network, including without limitation, the Internet and the World Wide Web, other than the Secure Network;



- allow anyone other than Authorised Users to access or use the Licensed Material;
- use all or any part of the Licensed Material for any commercial use;
- systematically scrape, crawl, harvest, retrieve or otherwise gather by digital means any data or other content from the Licensed Material to monitor, access, copy, create, acquire or compile - directly or indirectly, in single or multiple downloads - a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, robots or spiders, or any automatic devices, programs, algorithms or methodologies or otherwise;

4.3 The Licensee shall notify Licensor promptly (i) of the facts and circumstances surrounding any unauthorised access, possession, or use of the Licensed Material, Licensor's intellectual property, or any portion thereof; and (ii) on becoming aware of any claim by any third party that the Licensed Material infringes an intellectual property or proprietary right of any third party.

## **5. CONTRACT PERIOD, TERMINATION, OPT-IN, OPT-OUT**

5.1 The Contract Period for this Agreement begins 01. January 2024 and ends 31. December 2025

5.2 Individual Member Institutions as a point of departure sign up for the next full calendar year in the ordinary sign-up round in November.

5.3 Additional Member Institutions may participate (opt-in) in this Agreement, subject to the same terms and conditions as established for already participating Member Institutions. The License Fee can by mutual Agreement between Licensor and Licensee in such cases be prorated.

5.4 Participating Member Institutions can opt out during the term of the Agreement by notice to Licensor no later than December 1 in the year prior to the year for which the opt-out shall take effect. Opting out does not affect any other right or remedy available.

## **6. ACKNOWLEDGMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

6.1 The Licensee and Member Institutions acknowledges that all copyrights, patent rights, trade marks, services marks, database rights, trade secrets and other intellectual property rights relating to the Licensed Material, are the sole and exclusive property of Licensor and that this Agreement does not convey to the Licensee or Member Institutions any right, title, or interest therein except for the right to use the Licensed Material in accordance with the terms and conditions of this Agreement.

6.2 The Licensee and Member Institutions acknowledge that neither it nor any Authorised Users may create any derivative work based on the Licensed Material without the prior written permission of the Licensor.

## **7. REPRESENTATIONS AND WARRANTIES**

7.1 Licensor represents and warrants that it has the power to enter into this Agreement and to grant the rights conferred herein to the Licensee and Member Institutions and that the licensed material do not violate or infringe upon any patent, copyright, trademark, trade secret or other proprietary right or contract right of any third party.

7.2 Licensor shall indemnify and hold the Licensee and Member Institutions harmless from and against any damages, costs and fees (including reasonable attorney's fees) resulting from any judgment, ruling,



verdict and decision by the court against the Licensee or Member Institutions arising out of the claim of a third party that the license of the licensor's material or the Licensee's or Member Institutions' use thereof constitutes an infringement of any copyright, patent; trade secret or other proprietary right of any such third party. This indemnity shall survive termination of this Agreement for three (3) years.

- 7.3 In no circumstances will Licensor be liable to the Licensee, Member Institutions or any third party for any consequential, incidental, special or indirect damages or loss of profits including, without limitation, damages for loss of data or corruption of data, loss of programs, loss of business or goodwill, or other damages or losses of any nature arising out of the use of the licensed material.

## **8. GENERAL**

- 8.1 All notices required to be given under this Agreement shall be given in writing in English and such notices shall be deemed to be delivered (i) when having arrived by e-mail before the end of business day (CET); or (ii) if posted 10 (ten) days after posting. All notices to the Licensee shall be marked for the attention of the current Royal Danish Library contact person.

- 8.2 Neither the Licensee nor the Licensor shall be responsible to the other for any failure to perform any obligation under this Agreement due to Force Majeure, war, riot, strike or lock-out, embargoes, acts of civil or military authorities, fire, flood, typhoon, wind storm, snow storm, blizzard, hurricane, or other cause that is outside the control of the parties and could not be avoided by the exercise of due care. Notwithstanding the occurrence of any of the events set forth in this clause, the parties shall use reasonable efforts to perform all obligations under this Agreement in a timely manner.

8.2.1 Immediately following Force Majeure Licensor and Licensee shall jointly plan the parties' return to full performance of the Agreement's obligation.

- 8.3 No provision in this Agreement is intended to be enforceable by any third party.

- 8.4 The rights of the parties arising under this Agreement shall not be waived except as 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.

- 8.5 Headings used in this Agreement are for convenience only and are deemed not to be part of the Agreement.

- 8.6 Both the Licensor and the Licensee can disregard this Agreement if it would be unreasonable or contrary to principles of fair conduct to enforce it. Both parties rely in this Agreement not only on the circumstances surrounding the formation of the Agreement, but also on its content and subsequent circumstances.

- 8.7 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) shall be governed by and construed in accordance with the laws of Denmark. Each party irrevocably agrees that the courts of Denmark shall have the exclusive jurisdiction to settle any disputes or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes and claims).

- 8.8 Each of the parties shall comply fully with all applicable laws. Both parties shall comply with GDPR regulation in regard to the collection, processing, use, and storing of any personal information about Authorised Users that either party may obtain by reason of This Agreement.

8.8.1 Licensor ensure that any permission for use granted under This Agreement can be exhausted by individual Authorized Users without them providing personal consent to collection, processing, use or storage of personal information for other purposes than those that are necessary.



- 8.9 The contact person for Royal Danish Library is during the Contract Period for evaluation purposes provided by Licensor with complimentary access to the Licensed Material based on user ID and password.
- 8.10 In the case a Member Institution not subscribing to This Agreement merges with a Member Institution subscribing to This Agreement during the Contract Period term, all users affiliated with the merged Member Institution shall be regarded as Authorized Users from the time of the merger and until the end of the calendar year in which the merger took place without payment of any additional fees.
- 8.10.1 In the case of a merger between two or more Member Institutions subscribing to This Agreement takes place during the Contract Period, no refunds shall be provided to the merged institution relating to the period from the time of the merger and until the end of the calendar year in which the merger took place.
- 8.10.2 In the case of a demerger of a Member Institution subscribing to This Agreement takes places the Contract Period, all users affiliated with the new demerged institutions shall be considered authorized users from the time of the demerger and until the end of the calendar year in which the demerger took place without payment of any additional fees.

AGREED AND ACCEPTED BY:

Name:

**Royal Danish Library**

Name: [REDACTED]

Title:

Title: [REDACTED]

Date:

Date:

Signature:

Signature



**SCHEDULE A**

**List of Member Institutions and their  
period specific license fee per individual  
licensed product**

**Read & Publish fees 2024 and 2025**

<b>Institutions</b>	<b>Price 2024</b>	<b>Price 2025</b>
Aarhus Universitet og Universitetshospitaler		
Danmarks Tekniske Universitet		
Københavns Universitet og Universitetshospital		
Syddansk Universitet og Universitetshospital		
<b>Total</b>		

## SCHEDULE B

### BIOCHEMICAL SOCIETY READ AND PUBLISH:

- **Biochemical Journal** (Online Access + Unlimited Article Publishing)
- **Biochemical Society Transactions** (Online Access + Unlimited Article Publishing)
- **Clinical Science** (Online Access + Unlimited Article Publishing)
- **Essays in Biochemistry** (Online Access + Unlimited Article Publishing)
- **Emerging Topics in Life Sciences** (Online Access + Unlimited Article Publishing)
- **Bioscience Reports** (Online Access + Unlimited Article Publishing)
- **Neuronal Signalling** (Online Access + Unlimited Article Publishing)

## SCHEDULE C

Payment to be received 30 days after receipt of invoices issued by Portland Press Ltd

## SCHEDULE D

### OPEN ACCESS PROVISIONS

#### 1 Definitions

In this Schedule, the following terms shall have the following meanings:

<b>“Article Metadata”</b>	means data describing any article or research paper and includes index terms, bibliographic information, headers, references, digital object identifiers (DOIs), unique identifiers, dates, keywords, Funder information, grant identifier, author affiliations, abstracts, or any other metadata which the Publisher agrees to make available.
<b>“Article Publishing Charge”</b>	means the charge made to, or any other fee payable by, the Institution or corresponding authors at the Institution in support of publication of “Open Access Articles”.
<b>“Eligible Authors”</b>	means authors who are affiliated with the Institution, and who are also the submitting corresponding author on an article accepted for publication in a Licensed Title during the Subscription Period.
<b>“Funder”</b>	means the body or bodies (if any) under whose funding terms the article or other relevant content was prepared, or the work on which it is based was carried out.
<b>“Open Access Article”</b>	means an article or other published content that is accessible (or submitted on the basis that it will be accessible) immediately on publication, on an open access basis under a Creative Commons Licence, if accepted for publication in accordance with Clause 5.
<b>“Version of Record”</b>	means the final typeset and edited version of the article published in a journal.

## **2 Open Access Publishing**

- (i) On acceptance for publication by the Publisher (which acceptance will at all times be subject to the provisions of Clause 5), Open Access Articles by Eligible Authors will be published in such Licensed Title as the Publisher in its discretion deems most appropriate free of an Article Publishing Charge.
- (ii) Eligible Authors will retain copyright to their Open Access Articles and will only be required to grant the Publisher an immediate, non-exclusive right to publish Open Access Articles under a Creative Commons Licence. Third-party content included in Open Access Articles, for example images or graphics, should be clearly labelled and will not be subject to these provisions. Nothing in this Licence shall otherwise restrict, limit or curtail any provisions of the Creative Commons Licence used for Open Access Articles.
- (iii) Upon publication, the Publisher will provide the Eligible Author, by email, a link to the Version of Record of the Open Access Article and the article's DOI.
- (iv) The Publisher will also submit the Open Access Article and its metadata to all relevant third-party repositories, including PubMed Central, EuropePubMed Central, Google Scholar (all journals, crawled by Google), CAS, and where possible, via the following abstracting and indexing and discovery services: Biological Abstracts (WoS), BIOSIS Previews (WoS), BIOSIS Reviews Reports And Meetings (WoS), CAB International, Chemical Abstracts Service, CNKI, Current Contents - Life Sciences (WoS), Directory of Open Access Journals (DOAJ), Embase (Elsevier), Emerging Sources Citation Index (ESCI), Google Scholar, MEDLINE (via NLM Catalog; where applicable), Proquest Information & Learning, PubMed, PubMed Central, ROAD (Directory of Open Access Scholarly Resources), Science Citation Index (WoS), Science Citation Index Expanded (WoS), ScienceOpen, Scimago Journal & Country Rank, Scopus (Elsevier), Web of Science (Clarivate Analytics);
- (v) The Publisher will use all reasonable efforts to make all published Open Access Articles available to the public on its website at all times and on a twenty-four hour basis, save for routine maintenance (which shall be notified in advance wherever possible), and will restore access as soon as practicably possible in the event of an interruption or suspension of the service.
- (vi) Publisher will use all reasonable efforts to ensure that its server has adequate capacity and bandwidth to support access to published Open Access Articles at a level commensurate with the standards of availability for information services of similar scope operating via the World Wide Web, as such, standards evolve from time to time.

## **3 Identification of authors and workflow**

- (i) The Publisher will identify Open Access Articles that have been submitted by Eligible Authors for approval and will clearly indicate the rights accorded by this Licence to the Institution on behalf of its Eligible Authors on the Publisher's website, making clear that Eligible Authors will not need to pay Article Publishing Charges for approved Open Access Articles.

- (ii) Eligible Authors may opt-out of publishing Open Access Articles.
- (iii) For the duration of the Agreement Period only, in the event that it comes to the attention of the Publisher that an Eligible Author has not been so identified on acceptance of his/her article and that his/her article has not been published Open Access, the Publisher will use all reasonable efforts to contact the Eligible Author and offer him/her the opportunity to convert to Open Access free of Article Publishing Charge.
- (iv) For the duration of the Agreement Period only, in the event that it comes to the attention of the Publisher that an Eligible Author has not been so identified on acceptance of his/her article and that his/her article is discovered to have been published Open Access and that an Article Publishing Charge (APC) was paid, the Publisher will use all reasonable efforts to contact the Eligible Author and his/her Institution and offer to refund the Article Publishing Charge.
- (v) Eligible Authors can be identified through at least one of the following parameters:
  - IP ranges specified by the Institution; and/or e-mail domain ('@YY.de', list possible domain variations)
  - persistent identifier, such as Ringgold, ORCID or other recognized institutional identifier as provided by the Eligible Author and published in the Article Metadata; and/or
  - affiliation correctly identified on the journal / editorial submission and peer review system and as stated in the article file submitted and to be published.

#### **4. Annual Account performance reports**

- (i) The Publisher shall provide the Institution with annual reports of the total number of Open Access Articles published in conformity with this Licence. This list shall be provided in machine readable form as an Excel document and shall include the following details:
  - Name of the publisher
  - Bibliographic metadata (Journal title, journal ISSN, authors' names, Creative Commons Licence type) or DOI
  - Eligible Author, incl. ORCID where provided
  - Institution
  - Acceptance date and Publication date
- (ii) The annual reports shall include the time span of the Agreement Period and shall be delivered in the first quarter of the following year. The Publisher will also deliver Article Metadata including licence information to Crossref and other relevant third parties.
- (iii) The Publisher will report annually what proportion of articles are published Open Access in each Licensed Title.

## SCHEDULE E

### TDM Notification to publisher

[date]

[Publisher Name]  
[Publisher Address]  
[City, Postal Code]

Dear [name],

On behalf of [institution name] Royal Danish Library hereby formally notify you of intentions to conduct Text and Data Mining (TDM) activities on content published by [Publisher Name] in accordance with Directive (EU) 2019/790 of 17 April 2019 on copyright and related rights in the Digital Single Market, specifically the provisions related to exceptions for Text and Data Mining for research purposes.

#### **Details of the Planned TDM Activity:**

Purpose:  
Scope:  
Methodology:  
Date(s):  
IP address(es) from which TDM will be conducted:  
Research Team contact:

The planned TDM activities will strictly adhere to the provisions of Directive (EU) 2019/790 and will be conducted solely for research purposes. All necessary precautions to prevent any unauthorized distribution or use of the mined data will be taken.

If you have any concerns or require further information regarding the planned TDM activities to ensure the planned activity can take place both unhindered and with the least possible load on your servers please do not hesitate to reach out to the Research Team contact directly with below contact on cc.

#### **Royal Danish Library**

Name:  
Title:  
Date:

Signature:

## SCHEDULE F

### TDM Notification to publisher

[Publisher Name]  
[Publisher Address]  
[City, Postal Code]

Dear [name],

On behalf of [institution name] Royal Danish Library hereby formally notify you of intentions to conduct Text and Data Mining (TDM) activities on content published by [Publisher Name] in accordance section 2.5 of the Agreement entered between [insert] and Royal Danish Library for and on behalf of Member Institutions [insert date].

#### **Details of the Planned TDM Activity:**

Purpose:  
Scope:  
Methodology:  
Date(s):  
IP address(es) from which TDM will be conducted:  
Research Team contact:

The planned TDM activities will strictly adhere to sections 2.5 of the entered license agreement. All necessary precautions to prevent any unauthorized distribution or use of the mined data will be taken.

If you have any concerns or require further information regarding the planned TDM activities to ensure the planned activity can take place both unhindered and with the least possible load on your servers please do not hesitate to reach out to the Research Team contact directly with below contact on cc.

#### **Royal Danish Library**

Name:  
Title:  
Date:

Signature: