

**The undersigned**

The national Library of Sweden (SW. Kungl. Biblioteket) with its registered office at Box 5039, SE-102 41 Stockholm, Sweden on behalf of the listed Swedish institutions (Licensee), see schedule A

and

IOS Press, with its registered office at Nieuwe Hemweg 6 B, Amsterdam, duly represented in this matter by its Deputy Director, referred to hereinafter as "Publisher";

hereinafter jointly referred to as the "Parties";

**Whereas:**

Institutions wish to acquire Rights of Use in respect of the Licensed Material provided by Publisher;

- The Parties make publishing in open access format in a specified collection of established scientific journals available to eligible authors that are affiliated to the Institutions;
- Licensee provides Intermediary Services in respect of Rights of Use for Licensed Material on the one hand and Institutions for their Users on the other;
- said Intermediary Services relate to the creation of Licence Agreements between Publisher and Institutions;
- Licensee makes arrangements with Publisher regarding discounts, prices for said Rights of Use, provision of access, licence administration, and remittance of payments or debiting of payments for Institutions;
- Licensee and Publisher have concluded the present Agreement for Intermediary Services Content, whereby Parties have stipulated that Publisher is prepared, on the conditions set out in this agreement, to grant Institutions Rights of Use in respect of the Licensed Material and Licensee is prepared to perform the Services specified in this Agreement for Intermediary Services Content;
- Parties wish to regulate their contractual relationship for a period of three years;
- Licensee is acting on behalf of the Institutions referred to in Schedule A to this Agreement.
- During the term of the agreement institutions may be added or removed from Schedule A provided that written notice is given by Licensee to IOS Press by October 31<sup>st</sup> prior to the start of the next calendar year of the term hereof and subject to an appropriate recalculation of the Fees for any added or removed Institution.

Declare that they have agreed as follows:

**Clause 1: Definitions**

- 1.1 Authentication: Determination by an Institution of the identity of End-user, whether or not including the Institution to which End-user belongs.
- 1.2 Authorisation: the provision of access to online Licensed Material by Publisher.
- 1.3 Agreement: the Agreement for Intermediary Services (Licensed Material) and its associated Schedules.
- 1.4 Contact Persons: the employees of the Institutions appointed by the Institutions who will maintain contact with Licensee in respect of this Agreement.
- 1.5 Creative Commons License: one of several public copyright licenses that enable the free distribution of an otherwise copyrighted work.
- 1.6 Distribution: the delivery to Institutions of the Licensed Material in such a way that the Licensed Material can be downloaded by the Institutions or used remotely.
- 1.7 Documentation: the description of the Licensed Material
- 1.8 End-user: a person appointed or employed by the Institution or otherwise authorized in the context of the Institution's operations, as well as a student, external student, course participant registered with the Institution, who is authorized by the Institution pursuant to the License Model concluded by the Institution to acquire Rights of Use in respect of the Licensed Material. End-user include third parties but solely within the premises of the Institution.
- 1.9 Enhanced version: a modified version of the Content which functionality is changed or extended.

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- 1.10 Hybrid Journals: subscription journals in which some of the articles are open access.
- 1.11 Institutions: the educational and research institutions and institutions equivalent to them for the purposes of the present Agreement specified, according to category, in Schedule A.
- 1.12 Intermediary Services: the services, specified in the Licensee Subscription, to be supplied by Licensee in respect of and relating to the concluding and granting of licenses between the Institutions and Content providers or Publishers.
- 1.13 License Agreement: the agreement regarding the User Right in respect of the Licensed Material that is created between Publisher on the one hand and the Institution on the other via Licensee as intermediary.
- 1.14 License Fee: the charge(s) payable for the Content as agreed by both Parties and which are specified in Schedule B.
- 1.15 Licensed Material: the visual and audio material, databases, and/or other publications deriving from Publisher, specified in Schedule B, that are recorded on and/or contained in electronic data media, or that are made available electronically or in some other electronic form and to which the Institution can acquire a User Right via Licensee as intermediary by means of a License Agreement.
- 1.16 Market Area: the geographical area where Licensee can provide Intermediary specified according to categories of institutions, are given in Schedule A.
- 1.17 Media: the data media on which the Licensed Material is recorded.
- 1.18 New Publications: Journals, datasets or audiovisual material which are released to the market by Publisher but which are not part of the Licensed Material.
- 1.19 Open Access: online research output that is free of all restrictions on access.
- 1.20 Schedules: appendices to the present Agreement which, once signed by the Parties, form part of this Agreement. The Schedules set forth the conditions referred to in this Agreement.
- 1.21 Submitting Author: the author who is responsible for the submission of an article and who functions as a contact person for the publisher;
- 1.22 User Rights: the right to use the Licensed Material granted to the Institution by Publisher pursuant to the License Agreement.

**Clause 2: Subject of the Agreement for Intermediary Services Content**

- 2.1 Publisher hereby grants Licensee a non-exclusive right, in accordance with the provisions of the Agreement for Intermediary Services Content, to provide Intermediary Services within the Market Area regarding the Licensed Material.

**Clause 3: Term of the Agreement for Intermediary Services Content**

- 3.1 This Agreement is entered into for a period of three (3) years, commencing on 1 January 2021 and consequently ending on 31 December 2023.

**Clause 4: Performance Publisher**

- 4.1 Publisher will do everything necessary on its part in the given circumstances to enable Licensee to provide the Intermediary Services.
- 4.2 At the request of Licensee, Publisher will provide access to Licensed Material in such a way that the necessary Rights of Use can be exercised individually or per group by Institutions, and its Users.
- 4.3 Licensee shall provide the Institutions' IP ranges to ensure access to the Licensed Material.

**Clause 5: Open access publishing**

- 5.1 Submitting Authors who are affiliated to the Institution and who qualify as Eligible Authors according to the conditions set out in Attachment C are allowed to publish their articles in open access in the journals at no direct costs to them.

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- 5.2 The applicable open access publishing terms and conditions are covered in Attachment C (“Open Access Publishing”).
- 5.3 Parties agree to and evaluate relevant workflows and tools with regard to open access publishing.
- 5.4 Accepted articles are made available under the Creative Commons Attribution License 4.0
- 5.5 If the agreement becomes available after the starting date, Parties will agree on publishing articles in Open Access retroactively.
- 5.6 Publisher will provide an automated article upload service to a designated institutional repository.
- 5.7 Publisher will deliver a 3-months report per institute of the articles that have been published in Open Access in hybrid journals. The report gives an overview of the name of the Submitting Author; Institution; article title; DOI; clickable DOI; journal title; e-ISSN; print ISSN; OA license applied; date first published online; journal APC; author email.
- 5.8 The report will be delivered within 4 weeks after the end of each quarter.
- 5.9 Publisher will deliver a full report of all articles (open access and otherwise) published by the Institutions quarterly. The report gives an overview of the name of the Submitting Author; Institution; article title; DOI; clickable DOI; journal title; e-ISSN; print ISSN; OA license applied; date first published online; journal APC; author email. The report is delivered within 4 weeks after the end of each quarter. The report will be sent to Licensee, or an appointed contact person of the Institutions.
- 5.10 For journals running in the standard production workflow, Publisher will incorporate tags in meta-data to indicate if an article has been published in open access  
[http://www.niso.org/news/pr/view?item\\_key=641bc3f6540b533afee9e7db9edebb6dd5b0ed81](http://www.niso.org/news/pr/view?item_key=641bc3f6540b533afee9e7db9edebb6dd5b0ed81)

#### **Clause 6: Performance Licensee**

- 6.1 Licensee will act as an intermediary in respect of the creation of License Agreements between Institutions and Publisher within the Market Area. In all its actions vis-à-vis Institutions (including potential Institutions), Licensee will at all times make clear that it is acting as an independent party. Licensee will not do or say anything that may create the impression that Licensee’s authority to act on behalf of Publisher extends any further than specified in the Agreement for Intermediary Services Content.

Licensee will provide Intermediary Services in respect of the Licensed Material, types of License Agreements, and License Fees specified in Schedule B

- 6.2 Licensee will not be permitted to actively recruit outside the Market Area. Within the Market Area, the Intermediary Services will be restricted to the Institutions.
- 6.3 Licensee will not be permitted to extend the number of categories listed in Schedule A without the prior written consent of Publisher. Publisher will not refuse its consent on unreasonable grounds.
- 6.4 Licensee undertakes to do or refrain from doing anything that a proper intermediary, acting reasonably and professionally, should do or refrain from doing and to promote the interests of the Parties to the best of its knowledge and ability and in all reasonable sense and fairness.
- 6.5 Licensee will not make any statements regarding the functioning or other aspects of the Licensed Material that might be misleading or that Licensee knows, or should know, cannot be fulfilled. Licensee indemnifies Publisher for any claims for damages asserted by Institutions, its Users (including potential Institutions, and its Users) on the basis of statements or actions on the part of Licensee.
- 6.6 Licensee will immediately notify Publisher of any deficiencies in the functioning of the Licensed Material and/or of any complaints made by Institutions. Licensee will not be authorized, without the written consent of Publisher, to offer solutions to deficiencies to Institutions or to deal with customers’ complaints.

#### **Clause 7: Creation of Licence Agreements**

- 7.1 To ensure that Publisher grants Rights of Use and the Institution honors the Rights of Use that are granted, Licensee will provide the Institution, digitally, with a License Agreement to be signed by the Institution.

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- 7.2 Licensee will ensure that the Institution accepts that concluding the License Agreement digitally has the same validity as a written signature.
- 7.3 Licensee will ensure that the signature of the Institution is set by a representative of the Institution who is authorized to sign. Licensee will also, if necessary, enable the Contact Person to acquire internal approval for entering into the License Agreement beyond the scope of his/her financial mandate, such that they can lawfully undertake, digitally, the obligations that are set forth in the License Agreement.

**Clause 8:           Limitation of Liability**

- 8.1 Licensee cannot be held liable for loss/damage sustained by Publisher that is the result of the Intermediary Services except in so far as such loss/damage is the direct result of an intentional act or omission or gross negligence on the part of Licensee or its employees. In the event that Licensee or employees for whom Licensee may be held liable at law has/have committed a wrongful act, Licensee will only be liable to provide compensation for loss/damage in so far as such was caused by an intentional act or omission or gross negligence.

**Clause 9:           Intellectual Property Rights**

- 9.1 Licensee will be entitled to make use of Publisher's trademarks, trade names, and other indications of origin to identify the Licensed Material in the context of its work pursuant to the Agreement for Intermediary Services Content.
- 9.2 The intellectual property rights in respect of the Licensed Material will be vested in Publisher. Publisher indemnifies Licensee in respect of infringement of its intellectual property rights by third parties.
- 9.3 Parties will not register one another's trademarks, trade names, or other indications of origin (or any other marks or symbols similar to them) and will only use them in the manner indicated by Parties.
- 9.4 Licensee will inform Publisher as soon as possible of any infringement of Publisher's trademarks or other intellectual property rights of Publisher due to the use of the Licensed Material, which comes to the attention of Licensee. In this connection, Licensee will render all reasonable co-operation to Publisher as regards rectifying such infringements.
- 9.5 Licensee's right to make use of Publisher's trademarks, trade names, or other indications of origin will terminate by operation of law at the point when this Agreement for Intermediary Services Content is terminated, dissolved, for whatever reason. Licensee will ensure, in so far as it is reasonably able, that by terminating or dissolving the License Agreement, the Institution will observe the termination of the Rights of Use.
- 9.6 Licensee will be entitled to refer to itself in respect of the Licensed Material as an authorized intermediary of Publisher.
- 9.7 Licensee will ensure, insofar as it is reasonably able, that Institutions observe the obligations imposed on them by the provisions of the License Agreement. Should it appear that an Institution does not comply with some or all of the obligations specified in this Agreement, Licensee will immediately inform Publisher, after which Publisher may take measures itself. Licensee will render all necessary assistance in this respect.

**Clause 10:         Licensed Material, License models and License Fees**

- 10.1 Licensee will provide the Intermediary Services regarding allocation of Rights of Use on the basis of four (4) preferred License models specifically tailored to the educational context. Schedule B gives a detailed specification of the License Model/Models that is/are applicable pursuant to the Agreement for Intermediary Services Content.
- 10.2 Members may supply another library a single paper copy of an electronic original of an individual document being part of the licensed Materials. Supply shall be by post, fax, or secure transmission. The Licensee may deliver Excerpts in digital form for printout by requesting library after which the digital Excerpt shall be deleted by

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the requesting library, to fulfill request as part of the practice commonly known as interlibrary loan for the purpose for research for or private study and not for commercial use.

**Clause 11: Reporting and Invoicing**

- 11.1 The (collective) invoice for the Rights of Use to be granted by Publisher to the Institution pursuant to a License Agreement will be submitted only to Licensee for payment and after subscription to the product.
- 11.2 Invoices will be submitted no earlier than two months before the start of the period charged. Unless agreed otherwise, invoices will not charge for periods longer than one year.
- 11.3 Licensee will effectuate payment to Publisher of the amount of the invoice referred to in sub clause 1 of the present clause within 60 days of receiving the invoice. When paying an invoice, Licensee will not be entitled to invoke any discount, deduction, compensation, or postponement whatsoever other than as provided for in this Agreement. Licensee will be allowed to pay in instalments. Invoice will be dated the same year as the agreement starts. The invoice must be sent as an e-invoice (<https://www.kb.se/samverkan-och-utveckling/oppen-tillgang-och-bibsamkonsortiet/open-access-and-bibsam-consortium/bibsam-consortium/industry-standards.html#item-42705879d169b8ba882a1ed61>).
- 11.4 Should Licensee fail to effectuate payment of the amount owing to Publisher on time, Publisher will give Licensee written notice of default, granting Licensee a reasonable period in which to comply with its payment obligation. Upon that period expiring, Licensee will be deemed to be in default by operation of law. Publisher will be entitled to charge the then applicable rate of statutory interest on any payment that is not paid on time. Said interest will be calculated from the day on which Licensee legally fell into default until the day on which the amount owing is received.

**Clause 12: Delivery of Licensed Material**

- 12.1 Licensee or Publisher will make Licensed Material available to an Institution subject to the conditions set forth in Schedule C after the Licensee has signed the License Agreement.
- 12.2 Upon the Institution having signed the License Agreement or having stated unconditionally that it agrees to the provisions of the said License Agreement, Publisher will provide the Institution with access to the Licensed Material in accordance with the provisions set forth in Schedule D.
- 12.3 Publisher reserves the right to withdraw at any time from the Licensed Material any item or part of an item for which it no longer retains the right to publish and for which the Publisher has been unable to secure the provisions as set out in Schedule D, or any item or part of an item for which the Publisher has reasonable grounds to believe it infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable. The Publisher will give written notice to the Institution of such withdrawal. If the withdrawn material represents more than five per cent (5%) of the Licensed Material the Publisher will make a pro rata refund of part of the License Fee to the Institution, taking into account the amount of material withdrawn and the remaining term of this Agreement for Intermediary Services Content.
- 12.4 Licensee shall have complimentary access to the Licensed Material for the purpose of providing information to the Institutions.

**Clause 13: Guarantee**

- 13.1 Publisher guarantees that, during the term of this Agreement and any renewed term, the Licensed Material (a) shall have the properties specified in the Documentation and (b) and shall not contain any security elements other than those specified in the Documentation.
- 13.2 Publisher guarantees that, during the term of this Agreement, it will keep track of user experience regarding the Licensed Material and will, if necessary, provide changes or additions to the Licensed Material by means of New Publications.

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**Clause 14: Long term preservation and continuous access**

- 14.1 Long term preservation:  
Publisher will archive the Licensed Material in at least one of the established e-journal archiving initiatives at the option of Licensee. IOS Press participates in CLOCKSS.
- 14.2 Continuous access in case of 'trigger events':  
Publisher guarantees continuous access to and use of the Licensed Material which was published and paid for during the term of this and possible preceding Agreements for Intermediary Services between the Publisher and the Institution through one of the established e-journal archiving initiatives if one or more of the following events ('trigger events') occur:
- a catastrophic and sustained failure of the Publisher's delivery platform or
  - the Publisher stops operations, or
  - the Publisher ceases to publish a title, or
  - the Publisher no longer offers back issues.
- 14.3 Continuous access in case of termination of the Agreement for Intermediary Services Content:  
In the case of termination of the Agreement for Intermediary Services Content, except when such termination is due to a breach of the Agreement for Intermediary Services Content by Licensee, Publisher will provide (at the option of Licensee) the Institutions and its Users with continuous access to and use of the Licensed Material which was published and paid for during the term of this and possible preceding Agreements for Intermediary Services between the Publisher and Licensee, without charge, either by one or more of the following options:
- 14.3.1 continued online access to archival copies of the same Licensed Material on the Publishers' server;
- 14.3.2 granting access to one of the aforementioned accepted e-journal archiving solutions;
- 14.3.3 supplying archival copies of the same Licensed Material to a archiving facility shared by more Institutions;
- 14.3.4 supplying archival copies of the same Licensed Material to an Institution to be uploaded to the
- 14.4 Continuous access in case of transfer of a journal title:  
Publisher will use commercially reasonable efforts to ensure that any journal transfers are consistent with the Code of Practice of Project Transfer. Publisher will adjust the License Fee for the value of the corresponding part of the Licensed Material for the remaining term of the License Agreement.

**Clause 15: Premature termination or dissolution**

- 15.1 Premature termination of this Agreement for Intermediary Services Content by either Party will be possible – with immediate effect, without judicial intervention, and without any obligation to pay damages – in the following circumstances:
- 15.1.1 the other Party acts contrary to the arrangements set forth in this Agreement for Intermediary Services Content, including but not restricted to no longer being able to give access to the Licensed Material through Publisher losing the right to allocate Rights of Use;
- 15.1.2 submission of an application for a suspension of payments by either Party;
- 15.1.3 insolvency of either Party.
- 15.2 Obligations which by their nature are intended to continue after the termination or dissolution of this Intermediary Agreement for Content will continue after such dissolution.

**Clause 16: Termination of the Service**

- 16.1 Publisher will cooperate proactively with a responsible transfer and/or responsible termination of the Service.
- 16.2 Publisher will enable the Institutions, for a reasonable period of at least two (2) months, to transfer Institution Data to a different provider at the rates and on the conditions of this Agreement for Intermediary Services Content.

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- 16.3 After a period agreed between Parties, Publisher will delete the Institution Data and will return all confidential information to the Institution or delete it. After the transfer or deletion of the Institution Data, Parties will adopt a delivery protocol that specifies, but not exclusively, the Institution Data that has been transferred or deleted.

**Clause 17: Indivisibility of Agreement for Intermediary Services Content**

- 17.1 Should one or more provisions of this Agreement for Intermediary Services Content become invalid or inapplicable, the validity of the other individual provisions and the overall validity of this Agreement for Intermediary Services Content will be unaffected.

The following Appendices form an inseparable part of this Agreement for Intermediary Services Content:

- Schedule A: List of eligible Swedish Institutions;
- Schedule B: Description Licensed Material, with prices and licence models;
- Schedule C: Licence Agreement with appendices;
- Schedule D: Access and availability Licensed material;
- Schedule E: Text and Datamining.

**Clause 18: General**

- 18.1 Any general terms and conditions of delivery and/or payment and any other general or particular terms and conditions applied by Publisher will not apply and are hereby expressly rejected.
- 18.2 All notifications made by Parties to one another pursuant to this Agreement for Intermediary Services Content will be made in writing or by e-mail. Oral statements, undertakings, or arrangements will have no legal effect unless confirmed in writing or by e mail.
- 18.3 Each Party will appoint an employee authorized to represent the Party in the context of this Agreement for Intermediary Services Content.
- 18.4 This License shall be governed by and construed in accordance with material laws of Sweden and the parties irrevocably agree that any dispute arising out of or in connection with this License will be within the courts of Sweden.”
- 18.5 In the event of a dispute as referred to in Clause 15.1 of this Agreement, either Party will notify the other Party in writing that such dispute has arisen, giving a concise summary of what the former Party considers to be the subject of said dispute.
- 18.6 This Agreement for Intermediary Services Content and the License Agreement that is to be concluded will be subject to Swedish law.

**Clause 19: ESAC Registry**

- 19.1 While negotiating this Agreement and during the Term thereafter, IOS Press may provide the Licensee with certain information (“Confidential Information”) which may be oral or written (including in electronic format), which Confidential Information shall be used by the Licensee solely for the purposes of negotiating and implementing this Agreement.

The Licensee agrees to take reasonable care to protect the Confidential Information from disclosure to third parties and to limit any disclosure of the Confidential Information to those employees or contractors of the Licensee including affiliates on a need-to-know basis in connection with this Agreement, and who have been made aware of these restrictions.

Fifteen (15) days after the final signature of the Agreement, the Agreement itself including all Schedules but excluding personal data, will not be considered Confidential information. IOS Press acknowledges that the National Library and/or Licensee is intending to publish the Agreement.

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Contact: [REDACTED]

Thus agreed and signed

in: \_\_\_\_\_

on: \_\_\_\_\_

\_\_\_\_\_  
Licensee

in: \_\_\_\_\_

on: \_\_\_\_\_

\_\_\_\_\_  
IOS Press

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Contact: \_\_\_\_\_

## Schedule C

### Terms and Conditions for Open Access Publishing for Authors

#### 1. Eligible authors

Eligible Authors are defined as teaching and research staff employed by or otherwise accredited to one of the Institutions as well as students enrolled or accredited to one of the Institutions.

In case of articles published by multiple authors, the submitting author will be the Eligible author. The submitting author shall be the author who signs the publishing agreement.

Authors are only eligible once they have signed the then current open access publishing agreement with Publisher. Currently this agreement refers to the Creative Commons Attribution License 4.0 or the Creative Commons Attribution Non-Commercial 4.0 License which can be seen here: <http://creativecommons.org/licenses/by/4.0/legalcode>

#### 2. Eligible Article Types

All accepted article types from 01-01-2021 till 31-12-2023 are included in the service.

#### 3. The parties' obligations

The parties have the following obligations regarding the Open Access Publishing:

- Publisher shall not levy article processing charges directly on Authors who have identified themselves and whose eligibility has been verified;
- Publisher shall list and include the Institutions in the publishing process, enabling Authors to identify themselves as such;
- Articles will be selected for publication in Open Access by default
  1. if the email address is part of the list of domain names of the Institutions and the affiliation to the Institution is recognized, or
  2. if the IP range of the submitting author is part of the collective IP ranges of the Institutions, or
  3. if the author has been identified by ORCID as an Eligible Author.
- The publisher shall provide clear information for authors on the Open Access regulations of this Agreement on the publisher's public website as well as on the submission page for Authors.
- Authors will be deemed Affiliated Authors if the email address they provide to the Publisher is part of the list of domain names of the Institutions provided in Appendix 1 or if the Address they provide to the Publisher contains one of more of the common variations provided in Appendix 2.
- If an author has not submitted an article for publishing in open access, the Institution will be able to request the article to be published in open access until twelve months after acceptance.
- The default is Open Access. When articles are accepted for publishing and the author is given a choice, the Publisher will clearly indicate that Open Access is the default option of the funding body.
- The parties might change this identifying process and amend this Agreement accordingly, when the changes and amendments are agreed by both parties.

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## **Schedule C-a**

### **Support**

Publisher shall provide Institutions with support to enable the Users specified in this Agreement to make optimum use of the Licensed Material.

The support provided by Publisher shall consist of:

- a helpdesk accessible during office hours;
- instructional material;
- promotional material.

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## Schedule D

### Access and availability Licensed Material

- Publisher guarantees that the Licensed Material will be available for consultation 24 hours a day, seven (7) days a week. As far as possible, maintenance of the Service will take place outside office hours. If announced in good time, availability may be restricted for periodic maintenance for a predetermined period of no longer than 24 hours. Should it be expected, in exceptional cases, that that period will be exceeded, consultation will take place with Licensee at least five (5) working days beforehand regarding the reason for this and the necessary duration of the period during which there will be no access.
- Publisher may temporarily suspend access to the Licensed Material without announcing this in advance if repair work is necessary as a result of an emergency that has occurred. Publisher will immediately inform Licensee of this event, giving the reasons. If the said repair work takes longer than one (1) working day, Licensee will be entitled to monetary reimbursement of a proportionate amount of the total Licence Fee.
- The Publisher reserves the right at any time to withdraw from the Licensed Material any item or part of an item for which it no longer retains the right to publish and for which the Publisher has been unable to secure the provisions as set out in Clauses 9.1 and 9.2, or any item or part of an item for which the Publisher has reasonable grounds to believe it infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable. The Publisher will give written notice to the Institution of such withdrawal. If the withdrawn material represents more than five per cent (5%) of the Licensed Material the Publisher will make a pro rata refund of part of the Fee to the Institution, taking into account the amount of material withdrawn and the remaining term of the Agreement.
- Publisher undertakes to provide the Licensee and the Institutions with statistics on utilisation, free of charge, according to the standards of Project Counter (<http://www.projectcounter.org>).
- The Publisher agrees to use all best efforts to comply with the Open URL Standard (<http://www.niso.org/publications/ansiniso-z3988-2004-r2010-openurl-framework-context-sensitive-services>).
- The Publisher agrees to use all best efforts to comply with the W3C Standard (<http://www.w3.org/WAI/Resources/?#in>).
- The Publisher uses CLOCKSS for the deposit of its content in the event of a force majeure or if the publisher ceases to exist.
- The Publisher agrees to use all best efforts to comply with the Code of Practice of Project Transfer relating to the transfer of titles between publishers (<http://www.niso.org/workrooms/transfer/>).
- Publisher will be responsible and accountable for the quality of access and availability of the Licensed Material.
- Publisher shall ensure the presence of an effective search engine, suitable for use by a broad public, which is able to produce a complete search and selection result for each search. Publisher accepts no responsibility for the completeness of the result.
- Publisher will use all best efforts to make the content available for reading on mobile devices, according to the standards of W3C (<http://www.w3.org/2011/02/mobile-web-app-state.html>).
- Publisher shall be permitted to alter the structure of the Licensed Material and the search engine. If it intends making such alteration, Publisher shall inform Licensee at least ten (10) working days beforehand. Such alteration or alterations must not have a negative influence on the user interface or the search results.
- Publisher shall provide an annual list of changes made to the Licensed Material. The said list of changes shall be explicitly included in any annual evaluation of the Licensed Material by the Institutions.

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- Unless separately agreed, Publisher shall not be permitted to include third-party advertising in the Licensed Material or in the context of providing the Licensed Material. Publisher shall be permitted to display a “banner” on parts of the Licensed Material specifying the publications from which specific portions are taken. Publisher shall be permitted to create a link to the websites of the providers of the said publications on condition that those websites do not contain frame killers

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## Schedule E

### Text and Datamining

#### Definitions

“**Text and Data Mining**” means to perform extensive automated searches of Content, including data embodied therein, images, figures, interactive content and videos, the sorting, parsing, addition or removal of linguistic structures, and the selection and inclusion of Content into an index or database for purposes of classification or recognition of relations and associations.

“**TDM Output**” means the result of any Text and Data Mining activity or operation, capable of fixation, reproduction and/or communication in any form, including without limitation the creation of an index, reference, abstract, relative or absolute description or representation of Content, an algorithm, formula, metrics, method, standard or taxonomy describing or based on Content, a relational expression or measurement, whether scalable or not, of Content, extraction, alternative representation or translation, expression or discussion of any extracts from mined Content, whether in the form of a direct extraction or a representation in any form which is based on Content.

#### 1. Licensed uses: TDM

The Institution and the Authorized Users may use all of the Content under this License Agreement, at no additional cost, in the course and for the purpose of research:

- (a) for Text and Data Mining (TDM) by carrying out the following activities: download, extract and index information from the Content to which the Institution has access under this License Agreement. Where required, mount, load and integrate the results on a server used for the Institution’s text-mining system to evaluate and interpret the TDM Output.
- (b) store electronic copies of the Content on its computer or server as necessary solely to ensure efficient use on a TDM project.
- (c) use TDM Output as part of original research solely carried out by its Authorized Users and describe or otherwise reproduce extracts and quotations from TDM Output as part of original works of authorship, e.g. research reports, research papers and research articles. Where Content is embodied, quoted or referred to, or where bibliographic metadata of Content is displayed, it should be accompanied by a DOI link that points back to the individual full text item of Content.
- (d) make the results of any TDM Output available on an externally facing server or website as long as this inclusion consists of a limited number of lines of query-dependent text of individual full text items of Content (e.g. extracts from articles or book chapters).

#### 2. Prohibited uses relating to Content and TDM Output

- (a) Subject to clause 1 above and unless agreed by separate written agreement, the Institution and the Authorized Users may not engage in activities listed under (b.1 to b.3).
- (b.1) allow a third party to harvest any TDM Output, included but not limited to transfer the TDM Output to an internal server
- (b.2) remove, obscure or modify in any way any copyright notices, other notices or disclaimers as they appear in the content;
- (b.3) systematically reproduce, retain or redistribute the Content.
- (c) This clause 2, as well as the restrictions in sub-clause 1(c) to 1(d) shall remain effective and survive termination of this License Agreement, howsoever arising.

#### 3. Security, Grant of Access Rights, Formats and Delivery Mechanisms

Licensors and the Institution agree to the following access protocols:

- (a) The Institution shall ensure compliance with Licensor’s usage policies and/or instructions, including security and technical access requirements. TDM may be undertaken on either locally loaded Content or as mutually agreed.

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- (b) Licensor may require the Institution and the Authorized Users to adhere to Licensor's policies and/or instructions referred to in clause 3(a) above in carrying out any TDM activities, including, without limitation, in scheduling and staggering them over time.
- (c) Licensor does not give any warranty or assurance as to the suitability or availability of Licensor's electronic servers and systems for carrying out TDM or extracting TDM Output, nor as to the completeness or accuracy of any downloaded materials.

#### **4. Breach and Termination**

- (a) **Breach:** In addition to any contractual rights and remedies under the applicable law, Licensor shall retain the right to deny access to any Content where the Institution is in breach of any of the conditions of this License Agreement relating to TDM. hereof and also to charge the Institution any subscription fee that would have been payable to Licensor, had the use in question been agreed.
- (b) **Termination: Removal of locally-loaded copies of Content:** Upon termination of any TDM grant of rights under clause 4(a) above, the Institution shall procure the destruction of any copies of the Content if locally loaded for purposes of TDM. No later than 30 days after termination, the Institution shall provide the Licensor with a certificate of destruction signed by an authorized officer of the Institution.