DATED 4th May 2022

THE COMPANY OF BIOLOGISTS LIMITED

-and-

THE PARTICIPATING INSTITUTIONS SET OUT IN SCHEDULE 4, duly represented by the National Library of Sweden,

CONSORTIUM LICENCE
THIS LICENCE IS MADE ON 4th May 2022

BETWEEN:

(1) THE COMPANY OF BIOLOGISTS LIMITED, a company limited by guarantee (company number 00514735) whose registered office is at Bidder Building, Station Road, Histon, Cambridge CB24 9LF, UK (“Publisher”) and

(2) THE PARTICPATING INSTITUTIONS SET OUT IN SCHEDULE 4, duly represented by the National Library of Sweden, a governmental authority registered in Sweden whose registered address is Box 5039, 102 41 Stockholm, Sweden (together the “Consortium”, and each an “Institution”). Reference to ‘Party’ shall mean either the Publisher or the Consortium (as the group of Institutions).

BACKGROUND


B. The Licensed Titles and all intellectual property rights therein are owned by or duly licensed to the Publisher.

C. The Publisher has agreed with the Consortium to provide them access and permit their use of the Licensed Titles in accordance with this Licence subject to payment of the fees for the Subscription Period (as defined below) as stated in Schedule 1 (“Licence Fees”), as of 1st January 2022 (“Start Date”)

D. This Licence offers the rights to access and use the Licensed Material, along with rights to publish Version of Record (as defined below) articles, immediately open access under CC BY Version 4.0 terms in the Licensed Titles.

IT IS AGREED AS FOLLOWS:

1  DEFINITIONS

1.1 In this Licence, the following terms shall have the following meanings:

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>“Authentication Information”</td>
<td>means passwords, user names and any other information necessary to access Licensed Material by means of the Secure Authentication.</td>
</tr>
<tr>
<td>“Authorised User”</td>
<td>means an individual who is authorised by an Institution to have access to its information services (whether on-site or off-site) via</td>
</tr>
</tbody>
</table>
Secure Authentication and who is:

- a current student registered with an Institution (including undergraduates and postgraduates);
- an alumnus of an Institution;
- a contractor of an Institution;
- a member of staff of an Institution (whether permanent or temporary, including retired members of staff and any teacher who teaches students registered with an Institution); or
- without prejudice to Clause 4.2, a Walk-In User.

| “Business Hours” | means 8.00am until 4.00pm on Working Days. |
| “Calendar Year” | means each year running from 1 January to 31 December. |
| “Commercial Use” | means use for the purpose of earning monetary reward or generating profit (whether by or for an Institution or an Authorised User) by means of the sale, resale, loan, transfer, licence, hire or other form of exploitation of the Licensed Material, but, for the avoidance of doubt, excluding:
  - use for which an Institution is entitled only to be reimbursed its costs (which may include overhead costs); and
  - use of the Licensed Material in the course of research funded by a commercial or for-profit organisation. |
<p>| “Content Mining” | means a machine process by which information may be derived by identifying patterns and trends within natural language through text categorisation, statistical pattern recognition, concept or sentiment extraction, and the association of natural language with indexing any form of data. |
| “Continuing Access Rights” | means the access and licence rights set out in Clause 2.2.2 (in respect of Continuing Licensed Material). |
| “Continuing Licensed Content” | means the Licensed Content in respect of which an Institution shall have Continuing Access Rights, as identified as such in Clause 11. |
| “Continuing Licensed” | means the Continuing Licensed Content and all Metadata relating to Continuing Licensed Content. |</p>
<table>
<thead>
<tr>
<th><strong>Material</strong></th>
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<tbody>
<tr>
<td>“Continuing Use Period”</td>
<td>means the indefinite period immediately following the expiry of the relevant Subscription Period (including following the Term of this Licence) during which an Institution and Authorised Users are permitted to access and use the Continuing Licensed Material.</td>
</tr>
<tr>
<td>“Corresponding Authors”</td>
<td>means authors who are Authorised Users other than Walk-In Users, alumni, retired staff and contractors, who are also the corresponding author of an article published in a Licensed Title.</td>
</tr>
<tr>
<td>“Course Packs”</td>
<td>means a collection or compilation of printed or electronic materials (e.g., book chapters, journal articles) assembled by members of staff of an Institution for use by students for the purposes of instruction.</td>
</tr>
<tr>
<td>“Current Access Rights”</td>
<td>means the access and use rights applicable during the Subscription Period, in respect of any Licensed Content, set out in Clause 2.2.1.</td>
</tr>
<tr>
<td>“Educational Purposes”</td>
<td>means education, teaching, tuition, training, instruction, learning, private study and/or research, including distance learning and teaching.</td>
</tr>
<tr>
<td>”Eligible Author”</td>
<td>means a Corresponding Author from an Institution of an article accepted in a Licensed Title.</td>
</tr>
<tr>
<td>“End Date”</td>
<td>means 31 December 2024.</td>
</tr>
<tr>
<td>“Licence Fee”</td>
<td>means the fee payable for access to and use of the Licensed Material, and the rights to publish accepted articles in the Version of Record, immediately as an Open Access Article in the Licensed Titles, as set out in this Licence.</td>
</tr>
<tr>
<td>“Licensed Content”</td>
<td>means those articles or other parts of a Licensed Title which form part of the content licensed under this Licence (including all content published during the Subscription Period, and including all Previously Subscribed Material).</td>
</tr>
<tr>
<td>“Licensed Material”</td>
<td>means the Licensed Content (namely published articles) forming part of the content of the Licensed Titles and all Metadata relating to Licensed Titles and Licensed Content.</td>
</tr>
<tr>
<td>“Metadata”</td>
<td>means textual and other data associated with the Licensed Titles and/or Licensed Content that describes the creation, content, and context of each part of the Licensed Titles or Licensed Content,</td>
</tr>
</tbody>
</table>
such as the name of the Publisher, the name of the copyright owner, subject matter, the date of publication, the location of the digital file, and in relation to Licensed Content, additionally the name of the contributing author (or authors) and other authors.

<table>
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<tr>
<th>“Mount”</th>
<th>means to copy to or install on a computer, computer network or system.</th>
</tr>
</thead>
<tbody>
<tr>
<td>“Open Access Article”</td>
<td>means an original research paper relating to original research (and, for the avoidance of doubt, does not include review papers, commentaries, correspondence, corrections, additions, posters or any other content or material) by an Eligible Author that is accessible or submitted on the basis that it will be accessible as the Version of Record on the Publisher’s website, on an open access basis under CC BY Version 4.0 terms.</td>
</tr>
<tr>
<td>“Permitted Use”</td>
<td>means use in accordance with Clause 3 subject to the restrictions in Clause 4.</td>
</tr>
<tr>
<td>“Personal Data”</td>
<td>means personal data as defined in the Data Protection Laws.</td>
</tr>
<tr>
<td>“Previously Subscribed Material”</td>
<td>means the journal titles subscribed to by an Institution under any previous or predecessor licence for the Licensed Titles.</td>
</tr>
<tr>
<td>“Prohibited Act”</td>
<td>means, directly or indirectly (a) to offer, promise or give any person working for or engaged by any party to the Licence a financial or other advantage to: (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Licence; (c) committing any offence: (i) under applicable anti-bribery legislation (including but not limited to Swedish Criminal Code (or any legislation repealed or revoked by such Act); (ii) under legislation or common law concerning fraudulent acts; (iii) defrauding, attempting to defraud or conspiring to defraud; (d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK.</td>
</tr>
<tr>
<td>“Publisher Platform”</td>
<td>means the computing platform operated by or on behalf of the Publisher, including a cloud or virtual platform, on which the Licensed Material is hosted and can be accessed.</td>
</tr>
<tr>
<td><strong>“Secure Authentication”</strong></td>
<td>means access by UK Access Management Federation compliant technology, Internet Protocol (“IP”) ranges or by username and password provided by an Institution or by other authentication means reasonably agreed between the Publisher and the Consortium.</td>
</tr>
<tr>
<td><strong>“Secure Network”</strong></td>
<td>means a network or virtual network the relevant functionality of which is only accessible to Authorised Users by Secure Authentication.</td>
</tr>
<tr>
<td><strong>“Subscription Period”</strong></td>
<td>means the period from the Start Date until the End Date.</td>
</tr>
<tr>
<td><strong>“Subscription Year”</strong></td>
<td>means the period from the Start Date until the expiry of the first Calendar Year, and each subsequent Calendar Year thereafter during the Subscription Period.</td>
</tr>
<tr>
<td><strong>“Term”</strong></td>
<td>means the term of this Licence in accordance with Clause 13.</td>
</tr>
<tr>
<td><strong>“Version of Record”</strong></td>
<td>means the final typeset and edited version of the Open Access Article published in a journal forming part of the Licensed Material.</td>
</tr>
<tr>
<td><strong>“Walk-In Users”</strong></td>
<td>means individuals, who are not otherwise Authorised Users, who are allowed by an Institution to access its information services from computer terminals or by other means (including wirelessly), from within the physical premises of an Institution.</td>
</tr>
<tr>
<td><strong>“Working Day”</strong></td>
<td>means a day other than a Saturday, Sunday or public holiday in England when banks in London are not open for business.</td>
</tr>
</tbody>
</table>

1.2 Clause and Schedule headings shall not affect the interpretation of this Licence.

1.3 The Schedules form part of this Licence and shall have effect as if set out in full in the body of this Licence. Any reference to this Licence includes the Licence Schedules.

1.4 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.

1.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.6 A reference to writing or written includes email.
1.7 Any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words term preceding those terms.

1.8 References to web addresses in this Licence refer to the current web address, and any updated or replacement content/address.

2 LICENCE GRANT

2.1 The National Library of Sweden represents and warrants that it has the power and authority to act on behalf of the Institutions.

2.2 The Publisher hereby grants to each Institution:

2.2.1 a non-exclusive, non-transferable right and licence, throughout the world, for the Subscription Period:

(i) to access and make Permitted Use of the Licensed Material; and

(ii) to permit Authorised Users to access and make Permitted Use of the Licensed Material; and

2.2.2 in respect of Continuing Licensed Material (if any), a perpetual, irrevocable, non-exclusive right and licence:

(i) to access and make Permitted Use of the Continuing Licensed Material; and

(ii) to permit Authorised Users to access and make Permitted Use of the Continuing Licensed Material,

unless and until the Publisher ceases to have the right to publish such Continuing Licensed Material.

2.3 Except as expressly provided in this Licence, such access shall be on the Publisher Platform through Secure Authentication.

2.4 In the event that a new Institution wishes to be covered by the terms of this Agreement, then, subject to obtaining the prior written consent of the Publisher, the Consortium may add an additional Institution to the list in Schedule 4, along with applicable details, and the Licence Fee shall be increased to cover the additional costs due to be paid for such additional Institution. Notice of such a decision must reach the Publisher by 31st of October at the latest for implementation at the commencement of the next
Subscription Year. Such amendments shall not be made to Schedule 4 or the Licence fee without the written agreement of both parties.

3 PERMITTED USES

3.1 Each Institution shall be entitled, for Educational Purposes only:

3.1.1 to Mount and use Metadata in bespoke or commercially available library information systems to manage library operations, including combining such Metadata with metadata from other sources and/or relating to other materials, and downloading, printing, communicating, displaying, supplying for use by others, and providing public access to the same;

3.1.2 to communicate, perform, display, download and print parts of, or extracts from, Licensed Content;

3.1.3 to provide Authorised Users with access to the Licensed Content for Educational Purposes via a Secure Network for the purposes set out in Clause 3.2;

3.1.4 to display, download and print the whole of, or parts of, or extracts from, Licensed Content for the purpose of promoting or testing, and training of Authorised Users in the use of the Licensed Material;

3.1.5 to convert or adapt Licensed Material into Braille or other formats or forms suitable for providing access to, and use by, Authorised Users with impaired mental and/or physical abilities and to provide access to such converted or adapted form for the purposes of this Clause 3;

3.1.6 to supply to another library in the same country (or to a library in a different country where reasonably required where such library is unable to gain access from another library in its own country) (whether by post, fax or, provided the electronic file is deleted immediately after printing, secure electronic transmission), a single copy of the whole of, or parts of or extracts from, Licensed Content, and to download such Licensed Content for such purpose;

3.1.7 to provide single printed or electronic copies of individual articles or other parts of Licensed Content to individual Authorised Users, at their request, for Educational Purposes;

3.1.8 to make and distribute copies of training, teaching or course material reproducing parts of Licensed Content, as may be required by an Institution
for the purpose of using the Licensed Material in accordance with Clause 3.2; and

3.1.9 to provide access to and permit use, in accordance with this Licence of, any archived copies of the Licensed Material made in accordance with Licence Schedule 3 (1(b)) and/or 3 (1(c)), if and for so long as the Publisher so fails to provide such access; and if no such archived copies are maintained, to make and supply to a reasonably agreed recognised secure repository a copy of the Licensed Material in electronic form, for the sole purpose of the repository retaining the same for use by an Institution and its Authorised Users (without prejudice to any other purpose for which the repository may be permitted by the Publisher to retain the same).

3.2 Each Institution shall be entitled to permit Authorised Users, for Educational Purposes only:

3.2.1 to access the Licensed Material by Secure Authentication in order to search, retrieve, display and view the Licensed Material;

3.2.2 to copy and paste, download, print and save electronic or print copies of parts of or extracts from Licensed Material, for individual use or for use in tutorials or study groups;

3.2.3 to copy and paste, download, print, save, convert or adapt copies or parts of or extracts from Licensed Material for the purposes of criticism, review, caricature, parody or pastiche. 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 unless this would not be possible for reasons of practicality or otherwise;

3.2.4 to mark-up or comment on (electronically or otherwise) parts of Licensed Material (including by tagging, highlighting paragraphs and sentences, bookmarking, inserting hyperlinks, exporting references, and writing personal commentary, and saving the same);

3.2.5 to convert or adapt Licensed Material into formats or forms suitable for providing access to, and use by, Authorised Users with impaired mental and/or physical abilities and to make copies of such converted or adapted Licensed Material for use in accordance with this Clause 3.2;

3.2.6 to incorporate parts of or extracts from the Licensed Content in printed or electronic form in assignments, portfolios, theses, dissertations and other submissions ("Academic Works"), and to make reproductions of the
Academic Works for personal use, library deposit and/or to provide to sponsors of the Academic Works. 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 Content used in the Academic Works;

3.2.7 to incorporate reasonable parts of or extracts 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, but not for Commercial Use, conditional upon employing persistent links to the Licensed Materials. Authorised Users must specify the source, listing title and author of the extract, title and author of the work, copyright notice, and the Publisher of the Licensed Material used in the Course Packs;

3.2.8 to 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;

3.2.9 to download and make copies of the whole or any parts of the Licensed Material for the purposes of, and to perform and engage in Content Mining using the Licensed Material for the purpose of research and other Educational Purposes but not for Commercial Use, and to permit Authorised Users to distribute and display and otherwise use (publicly or otherwise), other than for Commercial Use, the results, provided that such results do not reproduce the whole or a substantial part of any Licensed Content. Copies of Licensed Content made under this Clause 3.2.9 shall be deleted promptly after the computational analysis has been completed;

3.2.10 to download Licensed Material in whole or in part for the Authorised User’s personal Educational Purposes onto personal computing devices including tablets, e-book readers and laptops, and stand-alone computers, without any limit in number. The Publisher makes no warranty as to the suitability of any Licensed Material for use on such devices; and

3.2.11 to provide access to, communicate to, and share material resulting from any use under this Clause 3.2 with other Authorised Users for their use in accordance with this Licence.
3.3 The provisions of this Licence are without limitation to the rights of an Institution or Authorised Users to do any act permitted under the Copyright, Design and Patents Act 1988, including Chapter III (Acts Permitted in relation to Copyright Works) or permitted under any Creative Commons Attribution Licence (“CC-BY”) Version 4.0 or other open access licence applicable to the Licensed Material or otherwise which, apart from the rights granted under this Licence, would not infringe the intellectual property rights in the Licensed Material and, notwithstanding any provision of this Licence, an Institution and Authorised Users shall remain entitled to do any such acts.

3.4 Unless expressly set out in this Clause 3, or in relation to specific Licensed Content or specific Permitted Uses, there shall be no limit on the number of Authorised Users to which this Licence (including Clause 3.1 and Clause 3.2) applies.

4  RESTRICTIONS

4.1 Except where this Licence provides otherwise, an Institution shall not, and shall not grant an Authorised User the right to:

4.1.1 sell, resell, or sub-license the Licensed Material, in whole or in part, unless the Publisher has given permission in writing to do so;

4.1.2 remove, obscure or alter copyright notices, the author’s name, acknowledgements or other means of identification, or disclaimers, other than Metadata;

4.1.3 alter, abridge, adapt or otherwise modify the Licensed Material (other than Metadata), including any alteration of the words of Licensed Content or their order, except to the extent necessary to make it perceptible on a computer screen;

4.1.4 display, download or distribute any part of the Licensed Material (other than Metadata) on any electronic network, including the internet, other than on a Secure Network;

4.1.5 make any Commercial Use of the Licensed Material (in whole or in part);

4.1.6 use the Licensed Materials (in whole or in part) other than for Educational Purposes; or

4.1.7 systematically make print or electronic copies of multiple extracts or make multiple copies of any part of the Licensed Materials for any purpose other than expressly permitted by this Licence;
4.1.8 provide access to and/or permit use of the Licensed Content by anyone, or transmit any part of the Licensed Material (other than Metadata) by any means to anyone, other than an Authorised User (but, for the avoidance of doubt, Institutions may provide interlibrary loans as permitted by clause 3.1.6).

4.2 An Institution shall not provide access to Walk-In Users to the Licensed Content at a location other than an Institution’s premises (but, for the avoidance of doubt, may provide access on such premises by wireless means).

4.3 The restrictions in this Clause 4 are subject to Clause 3.3 (Acts permitted by legislation or other rights in relation to copyright works).

5 RESPONSIBILITIES OF THE PUBLISHER

5.1 The Publisher shall:

5.1.1 during the Subscription Period make the Licensed Material; and

5.1.2 during the Continuing Use Period, subject to Clause 12.3, make the Continuing Licensed Material available through the Publisher Platform to each Institution and Authorised Users for access, download and Permitted Use.

5.2 During the Subscription Period and, subject to Clause 13, during the Continuing Use Period, the Publisher shall at all times:

5.2.1 use all reasonable efforts to ensure that the Publisher Platform or relevant server or servers have adequate capacity and bandwidth to support the usage of each Institution; and

5.2.2 use all reasonable efforts to make the Licensed Material available to each Institution and Authorised Users 24 hours a day (except when routine maintenance is carried out), and to restore access to the Licensed Material as soon as possible after any interruption or suspension of the service.

5.3 During the Subscription Period, the Publisher, in respect of the Licensed Material made available under Clause 5.1, shall not, without the agreement of the Institutions, such agreement not to be unreasonably withheld, implement any digital rights management technologies or access management technologies which have a material adverse impact on the performance or usability of the Licensed Material in accordance with this Licence or on the exercise by an Institution of its rights under this Licence, for example by repeatedly requiring an Authorised User to provide active confirmation in relation to
their use of or access to the Licensed Material, which impair the usability of DOIs or other links, or which require the downloading of software onto any platform used for accessing or using the Licensed Material.

5.4 The Publisher reserves the right at any time to withdraw from the Licensed Material any Licensed Material (including any Licensed Title or Licensed Content or part of Licensed Content) (“Withdrawn Material”):

5.4.1 which the Publisher is no longer entitled to publish; or

5.4.2 which has converted to full open access and is no longer offered under the subscription model; or

5.4.3 which the Publisher has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable.

5.5 The Publisher shall promptly give written notice of such withdrawal to the Consortium or the National Library of Sweden as its representative.

6 RESPONSIBILITIES OF THE PUBLISHER: AUTHORISED USERS

6.1 The Publisher shall not require Authorised Users to enter into an end user licence agreement or other terms and conditions of use in connection with their access to or use of the Licensed Material under this Licence or otherwise impose any restrictions on an Authorised User’s use of the Licensed Material other than the website terms and conditions applicable to all users of the Publisher’s websites, and other than as provided in this Licence. No such end user licence agreement or terms or conditions or restrictions sought to be imposed shall be of any effect; provided that, where the licence the Publisher has in relation to specific Licensed Content has more restricted rights than Permitted Use, it shall make that clear in the Metadata for the Licensed Title or Licensed Content and notify the Authorised User on access to the Licensed Content.

6.2 The Publisher shall comply with its obligations under the applicable Data Protection Laws and in accordance with the provisions of Schedule 6 in relation to the collection, use and retention, and any other processing of any such Personal Data.

7 RESPONSIBILITIES OF THE PUBLISHER: INFORMATION AND LIBRARY MANAGEMENT STANDARDS

During the Subscription Period, the Publisher shall use reasonable efforts to implement the standards and other provisions of Schedule 3.
8 RESPONSIBILITIES OF INSTITUTIONS

8.1 Each Institution shall:

8.1.1 provide passwords and other confidential Authentication Information only to Authorised Users and take reasonable steps to prevent Authorised Users from providing such Authentication Information to anyone else;

8.1.2 provide to the Publisher lists of valid IP addresses and any other information as may be reasonably required by the Publisher for the purpose of managing access to the Licensed Material and update those lists regularly as agreed by the parties from time to time;

8.1.3 use reasonable efforts to ensure that only Authorised Users are permitted access to the Licensed Material;

8.1.4 inform the Authorised Users about the conditions of use of the Licensed Material provided for in this Licence and to the extent that such terms apply to them, use reasonable efforts to ensure that all Authorised Users are made aware of and undertake to abide by the terms of this Licence; and

8.1.5 configure the computer system through which the Licensed Material used by an Institution and Authorised Users, and put in place procedures, in accordance with reasonably appropriate accepted standards, for the purpose of preventing access to the Licensed Material by any person other than an Authorised User.

8.2 Each Institution shall use reasonable efforts to monitor compliance with the terms of this Licence and shall promptly notify the Publisher, providing full particulars (to the extent that it is not prohibited by law or contractual obligation from doing so), on becoming aware of any of the following:

8.2.1 any unauthorised access to or use of the Licensed Material or unauthorised use of Authentication Information; or

8.2.2 any act by an Authorised User which gives rise to a breach of this Licence.

8.3 As soon as an Institution is aware of any breach of the terms of this Licence, an Institution shall:

8.3.1 take reasonable steps to investigate such breach for the purpose of ensuring that the relevant activity ceases and preventing any recurrence; and
8.3.2 if an Institution considers this appropriate, take steps against the individual concerned in accordance with an Institution’s disciplinary procedure,

but an Institution shall not have any other liability for any breach relating to the security of the Secure Network or use by Authorised Users of any Licensed Material.

9 OPEN ACCESS PUBLISHING

9.1 In consideration for the Publisher agreeing to permit Eligible Authors to publish an accepted Open Access Article in accordance with Schedule 5 of this Agreement in the Version of Record, immediately “Open Access” in the Licensed Title with CC BY Version 4.0 terms on the basis of the terms of this Licence, the Consortium agrees to pay the Licence Fee, (and the parties acknowledge that a proportion of the Licence Fee is attributable to such rights of publication).

10 EDITORIAL INDEPENDENCE

10.1 All parties acknowledge that while the Institutions have financial obligations toward the Publisher, that neither the Consortium nor any Institution is in any way involved with the editorial process.

10.2 Nothing herein contained shall oblige the Publisher to publish any article submitted to the Publisher by an Eligible Author. The Institutions acknowledge that the selection of material to be published on the Publisher Platform is entirely at the discretion of the Publisher. The Consortium and the Institutions waive any claim they may have against the Publisher in the event that the Publisher refuses or declines to publish any material (or part thereof) submitted by an Eligible Author.

10.3 Notwithstanding any terms or conditions to the contrary in any agreement between Publisher and Eligible Author, Eligible Authors whose work is accepted for publication within the Licensed Materials (“Content”) shall retain the non-exclusive, royalty-free right to use their Content for scholarly, private and educational purposes, including self-archiving or depositing the Content in institutional, subject-based, national or other open non for profit repositories or archives (including the Eligible Author’s own web pages or departmental servers), and to comply with all grant or institutional requirements associated with the Content, provided that a link to the version published by Publisher is included.

11 CONTINUING LICENSED MATERIAL

11.1 Each Institution shall have Continuing Access Rights in respect of:
11.1.1 all Licensed Content published in any Licensed Title during the Subscription Period;

11.1.2 all other Licensed Content published in any Licensed Title to which archival or continuing access rights apply as identified in the Order; and

11.1.3 all Previously Subscribed Material.

11.2 No later than the end of the Subscription Period or other termination or expiry of this Licence, the Publisher shall make the Continuing Licensed Material (including Continuing Licensed Content) available for access and Permitted Use by an Institution and its Authorised Users without charge by means of the Publisher Platform.

11.3 If the Publisher gives written notice that it will no longer provide access on the Publisher Platform in accordance with Clause 11.1, the Publisher shall continue to make the Continuing Licensed Material available by means of the Publisher Platform until the earlier of (a) the expiry of 30 Working Days after the date of any notice or (b) written notice by an Institution that it no longer requires the Publisher to make the Continuing Licensed Material available by means of the Publisher Platform.

12 LICENCE FEE AND PAYMENT

12.1 The Institutions shall pay to the Publisher the Licence Fee in the amounts set out in Schedule 1.

12.2 The Consortium shall pay the Licence Fee within sixty (60) days on receipt by the Consortium of the invoice, relating to each Subscription Year, by bank transfer. The Publisher will invoice the Institutions within the first week of January of each year of the Subscription Period. The Publisher will first provide pro forma invoices for verification. For the avoidance of doubt, the Consortium agrees to pay the full amount of the Licence Fee due under this clause by the due date. In the event that an Institution is added to the Consortium under clause 2.4, then the total Licence Fee shall be increased to cover the licence fee for the applicable Institution, and such Institution shall receive an invoice pursuant to this clause 12.2.

12.3 Consortium acknowledges and agrees that the Publisher shall not be obliged to make the Licensed Materials available to the Institutions unless and until the Publisher has received payment in full of the applicable Licence Fee for the each Subscription Year.

12.4 The Consortium’s obligations under this Clause 12 may be conducted by its representative, the National Library of Sweden.
12.5 All sums specified under this Licence, unless otherwise stated, are exclusive of VAT and any other similar or equivalent taxes or duties, where applicable, and any applicable VAT will be payable in addition.

12.6 The Address to be mentioned on the invoice is: Kungliga biblioteket - National Library of Sweden, Libraries Collaboration and Research Support Department, Research Collaboration Unit, Box 5039 SE-102 41 Stockholm, Sweden.

13 TERM AND TERMINATION

13.1 This Licence will commence on the Start Date and this Licence will remain in full force and effect until the End Date, unless terminated earlier as provided for in this Clause 13.

13.2 An Institution shall have the right to opt out of this Licence during the Subscription Period, by giving not less than 60 (sixty) days' written notice to the Publisher, such notice must reach the Publisher by the 31st of October at latest for implementation at the commencement of the following Subscription Year. In such an instance, the Institution's fee will be deducted from the invoice corresponding to the following Subscription Year.

13.3 Without affecting any other right or remedy available to it, either the Consortium or the Publisher may terminate this Licence with immediate effect by giving written notice to the other party if:

13.3.1 the other party becomes insolvent (and in the case of the Consortium, one or more Institutions), admits insolvency or a general inability to pay its debts as they become due, has appointed a receiver or administrative receiver over it or over any part of its undertaking or assets, passes a resolution for winding up other than a bona fide plan of solvent amalgamation or reconstruction, files a petition for protection under any applicable bankruptcy code, or has filed against it or becomes subject to an insolvency petition in bankruptcy or an order to that effect;

13.3.2 the other party commits a material or persistent breach (and in the case of the Consortium, one or more Institutions) of any term of this Licence which breach is irremediable or, if such breach is remediable, fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so.

13.4 Without affecting any other right or remedy available to it, the Consortium may terminate this Licence with immediate effect by giving written notice to the Publisher if
the Publisher is no longer entitled to make the Licensed Material available for access and Permitted Use by an Institution and Authorised Users.

13.5 Without affecting any other right or remedy available to it, the Publisher may terminate this Licence (and the access to the Licensed Materials by the Consortium and Authorised Users) with immediate effect by giving written notice to the Consortium if the Consortium:

13.5.1 fails to pay any undisputed amount due under this Licence on the due date for payment and remains in default for not less than thirty (30) days after being notified in writing to make such payment;

13.5.2 wilfully and repeatedly infringes, or wilfully permits Consortium or Authorised Users repeatedly to infringe, the copyright in the Licensed Material; or

13.5.3 has committed a breach of Clause 8 (Responsibility of Consortium) and fails remedy that breach within a period of thirty (30) days after being notified in writing to do so.

13.6 The Publisher shall have the right to terminate access to the Licensed Materials by the Consortium at any time during the Subscription Period if an Institution breaches the terms of this Licence, including but not limited to the provisions set out in clause 4 (Restrictions) or clause 8 (Responsibility of Institution).

13.7 For the avoidance of doubt an Institution shall not be deemed to be in breach of this Licence on the grounds that an act of an Authorised User, if carried out by an Institution, would have been a breach of this Licence, provided that the Institution has complied with its obligations under this Licence in Clauses 4 and 8.

14 CONSEQUENCES OF TERMINATION

14.1 On expiry or termination of this Licence for any reason and subject to any express provisions set out elsewhere in this Licence (including Clauses 2.1.2 (Licence Grant/Continuing Licensed Material) and 11 (Continuing Licensed Material)):

14.1.1 all rights and licences granted pursuant to this Licence shall cease and the Consortiums shall cease to access and use, and permit access to and use of, the Licensed Material; and

14.1.2 the Publisher shall cease to make available Licensed Material for access and use by the Consortium and Authorised Users

provided that the Consortium may retain and use, and permit the use of, Metadata, and that copies of parts of the Licensed Material made by a Consortium or Authorised Users
in accordance with this Licence may be retained, subject to the terms of Clauses 3 and 4 to the extent that these are applicable.

14.2 On any termination by the Consortium under Clause 13.3 or Clause 13.4 the Publisher shall reimburse such part of the Licence Fee which has been paid by the Consortium and is in respect of any remaining part of the Subscription Period.

14.3 Any provision of this Licence that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Licence (including Clauses 2.1.2, 2.2, 4, 5.1.2, 5.2, 5.4, 11, and 14 to 24) shall continue in force.

14.4 Termination or expiry of this Licence shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Licence which existed at or before the date of termination or expiry.

15 **ACKNOWLEDGEMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

15.1 Subject to Clause 15.2, the Consortium acknowledge that all copyright in the Licensed Material are the exclusive property of the Publisher or its licensors and that this Licence does not assign or transfer to the Consortium any right, title or interest in such copyright except for the right to access and use the Licensed Material in accordance with the terms and conditions of this Licence.

15.2 The Publisher hereby acknowledges that any copyright and database rights arising from any Content Mining of the Licensed Material referred to in Clause 3.2.9 shall, as between an Institution and Authorised User on the one hand, and the Publisher (and any licensor of the Publisher or other rights holder in the Licensed Materials), on the other, be the property of the relevant Authorised Users or an Institution, as the case may be.

15.3 For the avoidance of doubt, the Publisher hereby acknowledges that any database rights created by an Institution as a result of exercising any rights in relation to Metadata under Clause 3.1.1 shall be the property of an Institution.

16 **REPRESENTATION, WARRANTIES AND INDEMNITIES**

16.1 The Publisher warrants to the Consortium that so far as Publisher is aware, all intellectual property rights in the Licensed Material are owned by or are validly licensed to the Publisher and that the Permitted Use of the Licensed Material will not infringe any intellectual property of any person.
16.2 The Consortium agrees to indemnify, defend and hold the Publisher harmless from and against any loss, damage, costs, liability and expenses (including reasonable legal and professional fees) arising out of any claim or legal action taken against the Publisher related to or in any way connected with any use of the Licensed Materials by the Consortium, or any failure by the Consortium to perform its obligations in relation to this Licence. Notwithstanding the foregoing, nothing in this Licence shall make the Consortium liable for breach of the terms of the Licence by any Authorized Users provided that the applicable Institution did not cause, knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred. The indemnity in Clause 16.2 will not apply to the extent that the relevant claim arises as a result of any change, alteration or amendment in any way to any Licensed Material by an Institution or any Authorised User.

16.3 While the Publisher has no reason to believe that there are any inaccuracies or defects in the information contained in the Licensed Material the Publisher makes no representation and gives no warranty, express or implied, with regard to the information contained in or in any part of the Licensed Material including, but not limited to, warranties of design, merchantability, accuracy of the information and the fitness of such information or part for any purposes whatsoever and, subject to Clause 16.2, the Publisher accepts no liability for loss suffered or incurred by the Consortium or Authorised Users of Institutions as a result of their reliance on the Licensed Material. The Licensed Materials are supplied ‘as is’.

16.4 In relation to any claim or action referred to in Clause 16.2, or any other claim by a third party of which the Consortium becomes aware, that the access to or use of any Licensed Material infringes any copyright, the Publisher may at its option and expense, and on written notice to the Consortium, remove such Licensed Material from the Consortium or obtain for the Consortium the right to continue accessing and using such Licensed Material in accordance with this Licence.

16.5 Except as provided for in Clause 17.2, neither the Consortium nor the Publisher will be liable to the other in contract or negligence or otherwise for:

16.5.1 any special, indirect, incidental, punitive or consequential damages; or

16.5.2 loss of direct or indirect profits, business, contracts, revenue or anticipated savings; or

16.5.3 for any increased costs or expenses.

16.6 No party excludes or limits its liability under this Licence for:
16.6.1 death or personal injury to the extent it results from its negligence, or that of its employees or agents in the course of their engagement; or

16.6.2 its own fraud or that of its employees or agents in the course of their engagement.

16.7 In no circumstances will the Publisher be liable to the Consortium or any Authorised Users for any loss resulting from a cause over which the Publisher does not have direct control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, unauthorised access, theft, or operator errors.

16.8 To the fullest extent permitted by law, the Publisher limits its liability under this Licence, to Consortium and Authorised Users, collectively to the value of the Licence Fee paid to the Publisher during the twelve (12) months prior to the time at which the liability arises.

17 **FORCE MAJEURE**

17.1 Neither party shall have any liability under or be deemed to be in breach of this Licence for any failure to perform any term or condition of this Licence which result from circumstances beyond the reasonable control of such party, including war, strikes, flood, governmental restrictions, power, telecommunications or Internet failures, pandemics, epidemics, or damage to or destruction of any network facilities not arising from an act or omission of such party or its employees or contractors (**“Force Majeure Event”**).

17.2 Each party shall promptly notify the other party in writing of any Force Majeure Event which is causing delay or failure in performance of such party’s obligations under this Licence, or will or is likely to do so, including the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under this Licence, and use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

17.3 Provided it has complied with Clause 17.2, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Licence by a Force Majeure Event (**“Affected Party”**), the Affected Party shall not be in breach of this Licence or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

17.4 If a Force Majeure Event prevents, hinders or delays the Affected Party’s performance of its obligations for a continuous period of more than 60 (sixty) days, the party not
affected by the Force Majeure Event may terminate this Licence by giving 14 days’ written notice to the Affected Party.

18 **ASSIGNMENT**

18.1 Subject to Clause 18.2, this Licence is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Licence, without the prior written consent of the other party, such consent shall not be unreasonably withheld or delayed.

18.2 In any assignment to which the other party has given consent under Clause 18.1, the assigning party shall procure and ensure that the assignee shall assume all rights and obligations of the assigning party under this Licence and agrees to be bound to all the terms of this Licence.

19 **GOVERNING LAW AND JURISDICTION**

19.1 This Licence and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Sweden.

19.2 The parties irrevocably agree that any dispute arising out of or in connection with this Licence will be subject to and within the exclusive jurisdiction of the courts of Sweden.

20 **DISPUTE RESOLUTION**

20.1 If any dispute arises out of or in connection with this Licence or the performance, validity or enforceability of it (“Dispute”), the parties shall attempt to settle it by negotiation. To this end they shall use their respective reasonable endeavours to consult or negotiate with each other in good faith, and recognising their mutual interests, attempt to reach a just and equitable settlement satisfactory to both parties. Negotiations shall be conducted between the Managing Director (or equivalent position) of the Publisher, or its nominated representative, and the current Vice Chancellor (or equivalent post) of an Institution, or their nominated representative.

20.2 If the dispute cannot be resolved by the parties within one month of being escalated as referred to in Clause 20.1, the dispute may by agreement between the parties be referred to a neutral adviser or mediator (the “Mediator”) chosen by agreement between the parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the parties in any further proceedings.
20.3 Where the parties agree that a Dispute would best be resolved by the decision of an independent expert, they will use reasonable efforts to agree upon the nature of the expert required, on the appointment of the expert and, with the expert, the terms of his appointment.

20.4 Any person to whom a reference is made under Clause 22.3 shall act as expert and not as an arbitrator and his decision (which shall be given by the expert in writing and shall state the reasons for the decision) shall be final and binding on the parties except in the case of manifest error or fraud.

20.5 Each party shall provide such expert with such information and documentation as the expert may reasonably require for the purposes of forming his or her decision.

20.6 The costs of the expert shall be borne by the parties in such proportions as the expert may determine to be fair and reasonable in all circumstances or, if no determination is made by the expert, by the parties in equal proportions.

20.7 Subject to Clause 20.1, except where urgent interim measures are sought or a decision made pursuant to 20.4, nothing in this Clause 20 shall prevent either party commencing or continuing court proceedings in relation to the Dispute under Clause 19.

21 NOTICES

21.1 Any notice given to a party under or in connection with this Licence shall be in writing and shall be delivered by hand or email, or by pre-paid first-class post or other next Working Day delivery service at its address set out below:

21.1.1 if to the Publisher: Commercial Manager, Subscriptions Team
The Company of Biologists Ltd, Bidder Building
Station Road, Cambridge. CB24 9LF

Email: subscriptions@biologists.com

21.1.2 if to an Institution: [.............]

21.2 Any notice or communication shall be deemed to have been received:

21.2.1 if delivered by hand, on signature of a delivery receipt; or

21.2.2 if sent by pre-paid first-class post or other next Working Day delivery service, at 9.00 am on the second Working Day after posting or at the time recorded by the delivery service; or
21.2.3 if sent by email, on delivery of the email (as evidenced by a delivery receipt) if delivered during working hours on a Working Day, and otherwise on the first Working Day following delivery; or

21.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

22 PREVENTION OF FRAUD AND CORRUPTION

22.1 Each party represents and warrants that neither it, nor to the best of its knowledge any of its employees, agents or contractors have at any time prior to the Start Date:

22.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or

22.1.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

22.2 Neither party during the term of this Licence shall offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing any act in relation to the obtaining or execution of this Licence or for showing or refraining from showing favour or disfavour to any person in relation to this Licence.

22.3 Each party shall take all reasonable steps in accordance with good industry practice to prevent fraud by its employees, and the party (including its shareholders, members and directors), in connection with this Licence and shall notify the other party in writing immediately if it has reason to suspect that any fraud is occurring or is likely to occur.

22.4 If a party or its staff engages in conduct prohibited by Clause 22.1.1 or commits fraud in relation to this Licence, the other shall be entitled to:

22.4.1 terminate this Licence and recover from the first party the amount of any loss suffered resulting from the termination, including the cost reasonably incurred by making other arrangements for the provision of access to the Licensed Material and any additional expenditure incurred by the other party throughout the remainder of this Licence; and
22.4.2 recover in full from the first party any other loss sustained in consequence of any breach of this clause.

23 THIRD PARTY RIGHTS

23.1 Except as expressly provided elsewhere in this Licence, a person who is not a party to this Licence is not intended to have any rights to, and shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence.

23.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Licence are not subject to the consent of any other person, and a person who is not a party to this Licence shall not be entitled to require its consent to any amendment.

24 GENERAL

24.1 This Licence and its Schedules constitute the entire agreement between the parties and supersede all prior communications, promises, assurances, warranties, representations and understandings and agreements (whether written or oral) relating to its subject matter, but without prejudice to any continuing rights and obligations arising under any prior formal licence agreements between Consortium and the Publisher. Each party acknowledges that in entering into this Licence it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Licence.

24.2 This Licence may not be amended or modified except by agreement of both parties in writing.

24.3 Nothing in this Licence shall be construed to create any relationship of partnership, agency or employment between any of the parties.

24.4 If any provision or part-provision of this Licence is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Licence.

24.5 The rights of the parties arising under this Licence shall not be waived except in writing. Any waiver of any of a party’s rights under this Licence or of any breach of this Licence by the other party shall not be construed as a waiver of any other rights or of any other or further breach. Failure by either party to exercise or enforce any rights conferred
upon it by this Licence shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.
## Schedule 1

### LICENCE FEES

<table>
<thead>
<tr>
<th>Institution</th>
<th>Initial Fee for Period January 1 – December 31, 2022 (€)</th>
<th>Renewal Fee for Period January 1 – December 31, 2023 (€)</th>
<th>Renewal Fee for Period January 1 – December 31, 2024 (€)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Karolinska Institutet</td>
<td>13 092 €</td>
<td>13 092 €</td>
<td>13 419 €</td>
</tr>
<tr>
<td>Lund University</td>
<td>9 678 €</td>
<td>9 678 €</td>
<td>9 920 €</td>
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<td>Stockholm University</td>
<td>11 146 €</td>
<td>11 146 €</td>
<td>11 425 €</td>
</tr>
<tr>
<td>Swedish University of Agricultural Sciences</td>
<td>8 616 €</td>
<td>8 616 €</td>
<td>8 831 €</td>
</tr>
<tr>
<td>University of Gothenburg</td>
<td>10 764 €</td>
<td>10 764 €</td>
<td>11 033 €</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>53 296 €</strong></td>
<td><strong>53 296 €</strong></td>
<td><strong>54 628 €</strong></td>
</tr>
</tbody>
</table>

Plus any applicable taxes

Any new Institution added to the Consortium pursuant to clause 2.4 shall be added to this table along with the applicable fees due for such Institution. (Such fees shall be determined by the Publisher and shall take into account and be consistent with the increases in fees as set out in the table above for the applicable Subscription Year(s)).

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27
Schedule 2

LICENSED TITLES

The Licensed Titles consist of the following:

**Hybrid journals:**
- Development
- Journal of Cell Science
- Journal of Experimental Biology

**OA Journals:**
- Biology Open
- Disease Models & Mechanisms
Schedule 3

INDUSTRY STANDARDS AND RELATED OBLIGATIONS

1. The Publisher agrees to use all reasonable efforts to implement the following industry standards to enhance access and use of the Licensed Material and shall:

(a) provide Institutions with usage statistics by either:

(i) participating in the Journal Usage Statistics Portal (JUSP), if the publisher is COUNTER compliant; or

(ii) access via the Publisher’s Platform to COUNTER 5 usage statistics;

(b) archive the Licensed Material to ensure that it is preserved for future scholarship in an archiving solution (such as Portico, Clockss or Lockss), and inform the Institutions in which of the archiving solutions the Licensed Material may be found;

(c) subject to paragraph 1(b), provide the means for the Institutions to continue to access the Licensed Material via an archiving service for use only in the event that the Publisher ceases trading or any of the provisions of Clauses 16.3 or 16.4 apply to the Publisher, and inform the Institutions where the Licensed Material has been archived, and provide the Institutions with sufficient authority and information to enable Institutions to access such Licensed Material for the purposes of Clause 3.1.9 (Access where Publisher fails to provide it);

(d) Publisher provides access to Licensed Materials to the Licensee on the Publisher’s Platform provided by a third party. Such third party is committed to targeting compliance of its software platform with level AA conformance to the Web Accessibility Guidelines 2.0 (WCAG 2.0) standards of the World Wide Web Consortium Web Accessibility Initiative (W3C WAI);

(e) Notwithstanding the provisions of clause (d) above, the Publisher shall not be liable to the Licensee or any of its Authorized Users for failure of the Publisher’s Platform to comply with the Web Accessibility Guidelines 2.0 (WCAG 2.0) standards of the World Wide Web Consortium Web Accessibility Initiative (W3C WAI).

;
(f) use all reasonable efforts to meet the Open URL Standard (https://www.niso.org/publications/z3988-2004-r2010) to ensure that Authorised Users can search for and find the Licensed Titles and Licensed Content;

(g) use all reasonable efforts to keep to the Code of Practice of Project Transfer (www.projecttransfer.org) to ensure that journal content remains easily accessible by Institutions and their Authorised Users when there is a transfer of material between parties, and to ensure that the transfer process occurs with minimum disruption;

(h) use all reasonable efforts to provide link-resolver vendors and other library systems suppliers quarterly with full details of the Licensed Material in accordance with the most current KBART standard (http://www.uksg.org/kbart/s5/guidelines); and also with related data of (i) the first and final year, volume, and issue and (ii) the algorithm or syntax for constructing an article-level link from an article’s metadata within the Licensed Material;

* urls and web addresses are for guidance and may change
### Schedule 4

#### INSTITUTIONS

<table>
<thead>
<tr>
<th>Institution Name</th>
<th>Contact person</th>
<th>Contact email</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Göteborgs Universitet / University of Gothenburg</td>
<td></td>
<td></td>
<td>Göteborgs Universitet, Box 222, 405 30, Göteborg, Sweden</td>
</tr>
</tbody>
</table>

**IP address list**

<table>
<thead>
<tr>
<th>Institution Name</th>
<th>Contact person</th>
<th>Contact email</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Karolinska Institutet / Karolinska Institutet</td>
<td></td>
<td></td>
<td>Karolinska Institutet, Box 200, 171 77, Stockholm, Sweden</td>
</tr>
</tbody>
</table>

**IP address list**

<table>
<thead>
<tr>
<th>Institution Name</th>
<th>Contact person</th>
<th>Contact email</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lunds Universitet / Lund University</td>
<td></td>
<td></td>
<td>Lunds Universitet, Box 3, 221 00, Lund, Sweden</td>
</tr>
</tbody>
</table>

**IP address list**
<table>
<thead>
<tr>
<th>Institution Name</th>
<th>Contact person</th>
<th>Contact email</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stockholms Universitet / Stockholm University</td>
<td></td>
<td></td>
<td>Stockholms Universitetsbibliotek, 106 91, Stockholm, Sweden</td>
</tr>
<tr>
<td>IP address list</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sveriges Lantbruksuniversitet / Swedish University of Agricultural Sciences</td>
<td></td>
<td></td>
<td>Sveriges Lantbruksuniversitet, Box 7071, 750 07, Uppsala, Sweden</td>
</tr>
<tr>
<td>IP address list</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SCHEDULE 5

OPEN ACCESS PROVISIONS

1 Definitions

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

“Article Metadata” 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 makes available.

“Funder” 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.

“Hybrid Journal” means a journal title in which articles that are not Open Access Articles are published in the same issue as Open Access Articles.

“Institutional System” means a system, such as an institutional repository or current research information system (CRIS), which an Institution uses to collect, store or make publicly available, research outputs including information relating to research outputs.

2 Open Access Articles

(a) The Publisher agrees to publish Open Access Articles, under the following conditions:

(i) made immediately Open Access, as the Version of Record in a Licensed Title on the Publisher website with no embargo period;

(ii) published under the terms of the CC-BY Version 4.0 licence; and
(iii) deposited by the Publisher on acceptance in PubMed Central.

3 Responsibilities Of Each Institution

(a) Each Institution agrees to inform Eligible Authors that this Licence is in place and that their articles can be made Open Access Articles on acceptance in the Licensed Title.

(b) Each Institution shall make reasonable efforts to ensure that Eligible Authors shall identify themselves as being eligible to the Publisher by using an appropriate institutional email address throughout the submission process.

(c) Each Institution shall use all reasonable efforts to make its authors aware that to become Eligible Authors and for an Institution, therefore, to benefit most from the Licence, they should be prepared to take on the responsibilities of Corresponding Author.

4 Open Access Reporting

(a) Where the Licensed Material includes titles where articles other than Open Access Articles are published in the same issue as Open Access Articles (a “Hybrid Journal”), the Publisher shall provide each Institution (either directly or via the Consortium) with details of the following on an annual basis:

(i) details of all Articles published in the Licensed Material by Corresponding Authors of each Institution. The Publisher should provide the following information:

1) Journal Title

2) Article Title

3) Corresponding Author

4) Institution Name

5) Date of acceptance and date of publication
   Corresponding author ORCID

6) DOI and link to the published article
5 **Provision of Information: Subscribing Institutions and Open Access Schemes**

(a) The Publisher shall list the Institutions on its website and provide reasonably sufficient information to enable Authorised Users to benefit from its open access schemes as described in this Schedule 5.

6 **Supply of Article Metadata upon publication**

(a) Within three Working Days of publication of each Open Access Article, the Publisher shall:

(i) use all reasonable efforts to register the article’s DOI with CrossRef, and inform all Corresponding Authors;

(ii) where available use all reasonable efforts to populate co-authors’ institutional affiliation fields on CrossRef http://www.crossref.org/;

(iii) where available populate funding Metadata, including the funding body grant number in accordance with the Open Funder Registry taxonomy (http://www.crossref.org/fundingdata) in FundRef http://ftp.crossref.org/fundref/index.html and provide same information via its APIs;

(iv) where available include all the author ORCID in xml copies of the Published Journal Article and provide same information via its APIs;

(v) expose all author ORCID via the following abstracting and indexing and discovery services: CrossRef and, Pubmed Central;

(vi) supply the Corresponding Author with an email containing the following information:

(A) the day, month and year of acceptance;

(B) a clear statement on what the author may do with the Version of Record, including:

1) details of licensing terms for example by means of a link to the applicable Creative Commons licence. This shall include the information on which licensing terms apply to which version of the article using ALPSP-NISO standard terms;
2) any disclaimers or other statements required by the Publisher in compliance with its policies for release on the open web;

3) a statement asking authors to forward the email to their librarian or repository manager, and all co-authors in the event that the applicable contact has not already been copied in); and

4) the article’s DOI (even if it is not yet formally registered on CrossRef, but known internally).

7 Additional Information

(a) For each Open Access Article the Publisher shall include details of licensing terms for example by means of a link to the CC-BY Version 4.0 licence.
IN WITNESS the hands of the above parties on the date first above written: -

SIGNED by: __________________________

(Signature)

Position: __________________________

for and on behalf of THE COMPANY OF BIOLOGISTS LIMITED

SIGNED by: __________________________

(Signature)

Position: National Librarian

for and on behalf of THE CONSORTIUM

SIGNED by: __________________________

(Signature)

Position: National Librarian

for and on behalf of The National Library of Sweden