



Addendum to 8 May 2017 Site Licence (“Licence”).

This Addendum is between:

THE COMPANY OF BIOLOGISTS LIMITED

Bidder Building, Station Road, Histon, Cambridge CB24 9LF, United Kingdom

And

Consejo Superior de Investigaciones Científicas - CSIC

Calle de Serrano, 117, 28006 Madrid, Spain (“Licensee”)

Hereinafter referred to as ‘Parties’

BACKGROUND AND APPLICATION OF THIS ADDENDUM

1. The Company of Biologists is committed to entering into open access transitional agreements with site licensees.
2. This Addendum shall incorporate open access provisions into the Licence as of 1 January 2021 the “Commencement Date”.
3. The provisions set out below are intended to be supplemental to the Licence and all of the other remaining provisions of the Licence shall continue to apply, except in the case where this Addendum specifies that the term shall replace a particular term of the Licence.

OPERATIVE TERMS

This Addendum shall become effective to amend the terms of the Licence as of the Commencement Date specified above.

In this Addendum, where the provisions are the same as those contained in the Licence, they shall replace the corresponding definition or term in the Licence.

In this Addendum where there are no corresponding provisions in the Licence, the terms shall supplement the terms of the Licence.

The Title of the agreement shall be replaced with:

READ AND PUBLISH LICENCE AGREEMENT

The first paragraph of the Licence shall be replaced with the following:

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 (“The Company of Biologists”) agrees to provide electronic access to the Licensed Materials, 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 Materials.,to Consejo Superior de Investigaciones Científicas - CSIC a research institution whose place of business is at Calle de Serrano, 117, 28006 Madrid, Spain (“the Licensee”) subject to the terms and conditions of this licence (the “Licence”), and payment of the fees set out below.

1) DEFINITIONS

“Corresponding Authors”	means authors who are Authorised Users who are also the corresponding author of an Open Access Article published in a journal forming part of the Licensed Materials.
“Eligible Author”	means a Corresponding Author from an Licensee of an Open Access Article accepted in a Licensed Title.
“Funder”	means the body or bodies (if any) under whose funding terms either the Open Access Article was prepared, or the work on which it is based, was carried out.
“Hybrid Journal”	means a journal title forming part of the Licensed Material in which articles that are not Open Access Articles are published in the same issue as Open Access Articles.
“Initial Fee”	means the annual fee payable during the Initial Term, as set out in Appendix D, excluding all applicable taxes (if any).
“Initial Term”	shall mean three (3) years from the Effective Date.
“Institutional System”	means a system, such as an institutional repository or current research information system (CRIS), which the Licensee uses to collect, store or make publicly available, research outputs including information relating to research outputs.
“Licence Fee”	means the Initial Fee, or Renewal Fee, as applicable.
Licensed Content	means those articles of a Licensed Title which form part of the content licensed under this Licence (including all content published during the Term, and thereafter in accordance with clause 4(d)).

Licensed Material	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.
Licensed Title	means one or more of the titles listed in Appendix C.
“Open Access Article”	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 immediately, on an open access basis under CC BY Version 4.0 terms (see Creative Commons CC-BY Terms version 4.0 at https://creativecommons.org/licenses/by/4.0/)
“Renewal Fee”	means the fees payable for each year of the Renewal Term (if applicable) excluding all applicable taxes (if any),
“Renewal Term”	shall mean two (2) years from the expiry of the Initial Term.
“Version of Record”	means the final typeset and edited version of the Open Access Article published in a journal forming part of the Licensed Material.

1A OPEN ACCESS PUBLISHING

In consideration for The Company of Biologists licensing the Licensed Materials, and agreeing to permit Eligible Authors to publish an accepted Open Access Article 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 Licensee agrees to pay the Licence Fee, (and the parties acknowledge that a proportion of the Licence Fee is attributable to each of the licensing of the Licensed Materials and such rights of publication of accepted Open Access Articles).

2) LICENSED RIGHTS.

(a) In respect of the Licensed Site, The Company of Biologists grants to the Licensee, subject to and in accordance with the terms of this Licence (including the Copyright Policy), a non-exclusive, non-transferable Licence (subject to payment of the Initial Fee and any Renewal Fees) to access and use the Licensed Materials and to allow Authorised Users to access and use the Licensed Materials in accordance with the terms of this Licence via Secure Authentication.

- (c) Sharing of online subscriptions with unauthorised users is not allowed. The Licensee shall ensure that Authorised Users may only access the Licensed Materials via the Licensee's Secure Network. **Use via open proxies and other less than 'Two Factor Authenticated' proxy servers are prohibited.**

In the event that Licensee requests remote access by Authorised Users other than via the Secure Network, the Licensee shall be required to notify The Company of Biologists, and if The Company of Biologists agrees to such remote access, the Licensee shall inform The Company of Biologists of the specific IP address of the proxy server and deploy two factor authentication for off-site Authorised Users, namely that each Authorised User may only access the Licensed Materials by inputting either: (i) a username and a password; (ii) a staff ID and a PIN; or (iii) an email address and a software token. Proxy servers that only require a staff ID to log in (without additional password) are not allowed for authenticating users.

- (e) **Use of Licensed Materials.** The Licensed Materials may be used by Authorised Users for the purposes of research, teaching, and private study only, and not for any Commercial Use.

5) RESPONSIBILITIES OF THE COMPANY OF BIOLOGISTS

- d) Upon request by an Eligible Author, subject to the Eligible Author executing an applicable publishing agreement, The Company of Biologists agrees to publish accepted Open Access Articles of Eligible Authors, and all Open Access Articles shall be :
- (i) made immediately open access, as the Version of Record in a Licensed Title on The Company of Biologists' website with no embargo period;
 - (ii) published under the terms of the CC-BY Version 4.0 licence;
 - (iii) deposited by The Company of Biologists on acceptance in PubMed Central.
- (e) The Company of Biologists will provide the Licensee with a report every six months detailing the Open Access Articles published by Eligible Authors, containing the following information:
- (i) Journal Title
 - (ii) Article Title
 - (i) Corresponding Author

- (ii) Licensee Name
 - (iii) DOI
- (f) For each Open Access Article, The Company of Biologists shall include details of the licensing terms applicable to such article, within the Metadata for the Open Access Article.

6) OBLIGATIONS OF THE LICENSEE

- a) Licensee shall pay the first annual payment of the Initial Fee no later than the Commencement Date, and shall pay each annual payment of the Initial Fee and Renewal Fee (if applicable) thereafter by no later than the applicable anniversary of the Commencement Date by bank transfer or through a recognised agent.
- f) The Licensee agrees to inform Eligible Authors that the Licence is in place and that their articles can be made Open Access Articles on acceptance in a Licensed Title forming part of the Licensed Materials.
- g) The Licensee shall ensure that Eligible Authors shall identify themselves as being eligible to The Company of Biologists by using an appropriate institutional email address throughout the submission process.
- h) The Licensee shall use all reasonable efforts to make its authors aware that to become Eligible Authors and for the Licensee therefore to benefit most from the Licence, they should be prepared to take on the responsibilities of Corresponding Author.
- i) For the avoidance of doubt, any articles published in a Hybrid Journal that are not designated as Open Access Articles will not be available to access pursuant to the CC BY Version 4.0 terms.

7) TERM AND PAYMENT

- a) The Term of this Licence shall be the Initial Term and the Renewal Term only (if applicable).
- b) Unless either party gives no less than ninety (90) days' prior written notice to the other party that it wishes to terminate the Licence on the expiry of the Initial Term, provided that the Licensee has paid the then current annual subscription, in full, prior to the expiry of the Initial Term, the Licence shall automatically be renewed for the Renewal Term. The Licence shall terminate at the end of the Renewal Term.

- d) The Company of Biologists shall issue an invoice for each annual payment of the Initial Fee or Renewal Fee (if applicable) payable in respect of each year of the Initial Term and Renewal Term (if applicable). The amounts invoiced for the Initial Term shall be in accordance with the fees specified in Appendix D. The Renewal Fee payable for the years of the Renewal Term shall be such fees as shall be notified to the Licensee by The Company of Biologists.
- f) The Licensee shall not be entitled to increase the number of Licensed Sites during the Term.

13) EDITORIAL INDEPENDENCE

- b) (a) The Parties acknowledge that while the Licensee has financial obligations toward The Company of Biologists, that the Licensee is in no way involved with the editorial process relating to publication of articles. Nothing herein contained shall oblige The Company of Biologists to publish any article submitted to The Company of Biologists by an Eligible Author. The Licensee acknowledges that the selection of material to be published in the Licensed Materials is entirely at the discretion of The Company of Biologists. The Licensee waives any claim it may have against The Company of Biologists in the event that The Company of Biologists refuses or declines to publish any material (or part thereof) submitted by an Eligible Author.

14) OPEN ACCESS REPORTING

- a) The Company of Biologists shall provide the Licensee, on an annual basis, the details of the number of articles in each Hybrid Journal published as Open Access Articles, as a proportion of the total number of articles published in that Hybrid Journal.
- b) The Company of Biologists shall list the Licensee on its website and provide reasonably sufficient information to enable Authorised Users to benefit from its open access schemes as described in this Addendum.

15) SUPPLY OF ARTICLE METADATA UPON PUBLICATION

- a) Within a reasonable time period of publication of each Open Access Article, The Company of Biologists 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 the same information via its APIs;
- iv) where available include all the author ORCIDs in xml copies of the Open Access Article and provide same information via its APIs;
- v) expose all co-author ORCIDs via the following abstracting and indexing and discovery services: CrossRef and Pubmed Central;
- vi) supply the Corresponding Author with a letter or email containing the following information.
 - (i) the day, month and year of acceptance;
 - (ii) a clear statement on what the author(s) may do with the Version of Record, including:
 - (A) 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;
 - (B) any disclaimers or other statements required by The Company of Biologists in compliance with its policies for release on the open web;
 - (C) a statement asking Corresponding Authors to forward the letter or 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
 - (D) the article's DOI (even if it is not yet formally registered on CrossRef, but known internally).

IN WITNESS WHEREOF, The Company of Biologists and the Licensee have caused this Addendum to be executed by their duly authorised representatives as of the date set forth below.

For The Company of Biologists Limited

For Consejo Superior de Investigaciones Científicas - CSIC

Name:

Name

Title: Commercial Finance Manager

Title Vicepresidenta de Organización y Relaciones Institucionales del CSIC

Signature Date: 2 July 2021

Signature Date

APPENDIX B - COPYRIGHT POLICY

Copyright and Permissions

REPLACE SECOND PARAGRAPH WITH THE FOLLOWING:

Unless otherwise permitted by the Licence or this Copyright Policy, or the CC BY Version 4.0 terms in respect of Open Access Articles, all parties must obtain prior written permission from The Company of Biologists before reproducing (in any form), compiling, storing, distributing, transmitting, displaying, broadcasting or using automated data mining techniques, or downloading programs or devices in relation to the Licensed Materials (or any part thereof) other than relating to Licensed Content contained in Open Access Articles, and such permission may be sought by accessing the [Copyright Clearance Centre](#).

APPENDIX C - The Company of Biologists subscription journal titles

The term “Licensed Materials” used in this Licence shall mean the following journals.

Development

Journal of Cell Science

Journal of Experimental Biology

APPENDIX D Licence fees for Initial Term

Year 1 - 2021 €49,298 +VAT where applicable

Year 2 - 2022 €49,298 +VAT where applicable

Year 3 - 2023 €49,298 +VAT where applicable

APPENDIX E Access granted to the following institutions

CENTRO ANDALUZ DE BIOLOGIA DEL DESARROLLO (CABD)
CENTRO ANDALUZ DE BIOLOGIA MOLECULAR Y MEDICINA REGENERATIVA (CABIMER)
CENTRO DE ASTROBIOLOGIA (CAB)
CENTRO DE AUTOMATICA Y ROBOTICA (CAR)
CENTRO DE BIOLOGIA MOLECULAR SEVERO OCHOA (CBM)
CENTRO DE CIENCIAS HUMANAS Y SOCIALES (CCHS)
CENTRO DE EDAFOLOGIA Y BIOLOGIA APLICADA DEL SEGURA (CEBAS)
CENTRO DE ESTUDIOS AVANZADOS DE BLANES (CEAB)
CENTRO DE FISICA DE MATERIALES (CFM)
CENTRO DE FISICA MIGUEL A. CATALAN (CFMAC)
CENTRO DE FISICA TEORICA Y MATEMATICAS (CFTMAT)
CENTRO DE INVESTIGACION CARDIOVASCULAR (CIC)
CENTRO DE INVESTIGACION EN NANOCIENCIA Y NANOTECNOLOGIA (CIN2)
CENTRO DE INVESTIGACION EN NANOMATERIALES Y NANOTECNOLOGIA (CINN)
CENTRO DE INVESTIGACION Y DESARROLLO PASCUAL VILA (CID)
CENTRO DE INVESTIGACIONES BIOLÓGICAS (CIB)
CENTRO DE INVESTIGACIONES CIENTÍFICAS ISLA DE LA CARTUJA (CICIC)
CENTRO DE INVESTIGACIONES SOBRE DESERTIFICACION (CIDE)
CENTRO DE QUIMICA ORGANICA LORA TAMAYO (CENQUIOR)
CENTRO DE QUIMICA Y MATERIALES DE ARAGON (CEQMA)
CENTRO MEDITERRANEO DE INVESTIGACIONES MARINAS Y AMBIENTALES (CMIMA)
CENTRO NACIONAL DE ACELERADORES (CNA)
CENTRO NACIONAL DE BIOTECNOLOGIA (CNB)
CENTRO NACIONAL DE INVESTIGACIONES METALURGICAS (CENIM)
CONSORCIO CENTRO DE INVESTIGACION ECOLOGICA Y APLICACIONES FORESTALES (CREAF) (CREAF)
CONSORCIO CSIC-IRTA-UAB-UB CENTRE DE RECERCA AGRIGENÒMICA (CRAG) (CRAG)
ESCUELA DE ESTUDIOS ARABES (EEA)
ESCUELA DE ESTUDIOS HISPANO-AMERICANOS (EEHA)
ESCUELA ESPAÑOLA DE HISTORIA Y ARQUEOLOGIA (EEHAR)
ESTACION BIOLÓGICA DE DOÑANA (EBD)
ESTACION EXPERIMENTAL AULA DEI (EEAD)
ESTACION EXPERIMENTAL DE ZONAS ARIDAS (EEZA)
ESTACION EXPERIMENTAL DEL ZAIDIN (EEZ)
GEOCIENCIAS BARCELONA
INSTITUCION MILA Y FONTANALS (IMF)
INSTITUTO ANDALUZ DE CIENCIAS DE LA TIERRA (IACT)
INSTITUTO BIOFISIKA (IBF)
INSTITUTO BOTANICO DE BARCELONA (IBB)
INSTITUTO CAJAL (IC)
INSTITUTO DE ACUICULTURA DE TORRE DE LA SAL (IATS)
INSTITUTO DE AGRICULTURA SOSTENIBLE (IAS)
INSTITUTO DE AGROBIOTECNOLOGIA (IDAB)
INSTITUTO DE AGROQUIMICA Y TECNOLOGIA DE ALIMENTOS (IATA)
INSTITUTO DE ANALISIS ECONOMICO (IAE)

INSTITUTO DE ARQUEOLOGIA-MERIDA (IAM)
INSTITUTO DE ASTROFISICA DE ANDALUCIA (IAA)
INSTITUTO DE BIOLOGIA EVOLUTIVA (IBE)
INSTITUTO DE BIOLOGIA FUNCIONAL Y GENOMICA (IBFG)
INSTITUTO DE BIOLOGIA INTEGRATIVA DE SISTEMAS (I2SYSBIO)
INSTITUTO DE BIOLOGIA MOL. Y CEL. DE PLANTAS PRIMO YUFERA (IBMCP)
INSTITUTO DE BIOLOGIA MOL. Y CEL. DEL CANCER DE SALAMANCA (IBMCC)
INSTITUTO DE BIOLOGIA MOLECULAR DE BARCELONA (IBMB)
INSTITUTO DE BIOLOGIA Y GENETICA MOLECULAR (IBGM)
INSTITUTO DE BIOMEDICINA DE SEVILLA (IBIS)
INSTITUTO DE BIOMEDICINA DE VALENCIA (IBV)
INSTITUTO DE BIOMEDICINA Y BIOTECNOLOGIA DE CANTABRIA (IBBTEC)
INSTITUTO DE CARBOQUIMICA (ICB)
INSTITUTO DE CATALISIS Y PETROLEOQUIMICA (ICP)
INSTITUTO DE CERAMICA Y VIDRIO (ICV)
INSTITUTO DE CIENCIA DE MATERIALES DE BARCELONA (ICMAB)
INSTITUTO DE CIENCIA DE MATERIALES DE MADRID (ICMM)
INSTITUTO DE CIENCIA Y TECNOLOGIA DE ALIMENTOS Y NUTRICION (ICTAN)
INSTITUTO DE CIENCIA Y TECNOLOGIA DEL CARBONO (INCAR)
INSTITUTO DE CIENCIAS AGRARIAS (ICA)
INSTITUTO DE CIENCIAS DE LA CONSTRUCCION EDUARDO TORROJA (IETCC)
INSTITUTO DE CIENCIAS DE LA VID Y DEL VINO (ICVV)
INSTITUTO DE CIENCIAS DEL ESPACIO (ICE)
INSTITUTO DE CIENCIAS DEL PATRIMONIO (INCIPIT)
INSTITUTO DE CIENCIAS MARINAS DE ANDALUCIA (ICMAN)
INSTITUTO DE ESTUDIOS GALLEGOS PADRE SARMIENTO (IEGPS)
INSTITUTO DE ESTUDIOS SOCIALES AVANZADOS (IESA)
INSTITUTO DE FISICA CORPUSCULAR (IFIC)
INSTITUTO DE FISICA DE CANTABRIA (IFCA)
INSTITUTO DE FISICA INTERDISCIPLINAR Y SISTEMAS COMPLEJOS (IFISC)
INSTITUTO DE GANADERIA DE MONTAÑA (IGM)
INSTITUTO DE GEOCIENCIAS (IGEO)
INSTITUTO DE GESTION DE LA INNOVACION Y DEL CONOCIMIENTO (INGENIO)
INSTITUTO DE HORTOFRUTICULTURA SUBTROPICAL Y MEDITERRANEA LA MAYORA (IHSM)
INSTITUTO DE INSTRUMENTACION PARA IMAGEN MOLECULAR (I3M)
INSTITUTO DE INVESTIGACION EN CIENCIAS DE LA ALIMENTACION (CIAL)
INSTITUTO DE INVESTIGACION EN INTELIGENCIA ARTIFICIAL (IIIA)
INSTITUTO DE INVESTIGACION EN RECURSOS CINEGETICOS (IREC)
INSTITUTO DE INVESTIGACIONES AGROBIOLOGICAS DE GALICIA (IIAG)
INSTITUTO DE INVESTIGACIONES BIOMEDICAS ALBERTO SOLS (IIBM)
INSTITUTO DE INVESTIGACIONES BIOMEDICAS DE BARCELONA (IIBB)
INSTITUTO DE INVESTIGACIONES MARINAS (IIM)
INSTITUTO DE LA GRASA (IG)
INSTITUTO DE MICRO Y NANOTECNOLOGIA (IMN-CNM)
INSTITUTO DE MICROELECTRONICA DE BARCELONA (IMB-CNM)
INSTITUTO DE MICROELECTRONICA DE SEVILLA (IMSE,CNM)
INSTITUTO DE NEUROCIENCIAS (IN)
INSTITUTO DE PARASITOLOGIA Y BIOMEDICINA LOPEZ NEYRA (IPBLN)

INSTITUTO DE PRODUCTOS LACTEOS DE ASTURIAS (IPLA)
INSTITUTO DE PRODUCTOS NATURALES Y AGROBIOLOGIA (IPNA)
INSTITUTO DE QUIMICA FISICA ROCASOLANO (IQFR)
INSTITUTO DE RECURSOS NATURALES Y AGROBIOLOGIA DE SALAMANCA (IRNASA)
INSTITUTO DE RECURSOS NATURALES Y AGROBIOLOGIA SEVILLA (IRNAS)
INSTITUTO DE ROBOTICA E INFORMATICA INDUSTRIAL (IRII)
INSTITUTO DE TECNOLOGIA QUIMICA (ITQ)
INSTITUTO DE TECNOLOGIAS FISICAS Y DE LA INFORMACION LEONARDO TORRES QUEVEDO (ITEFI)
INSTITUTO MEDITERRANEO DE ESTUDIOS AVANZADOS (IMEDEA)
INSTITUTO PIRENAICO DE ECOLOGIA (IPE)
LABORATORIO DE INVESTIGACION EN FLUIDODINAMICA Y TECNOLOGIAS DE LA COMBUSTION (LIFTEC)
MISION BIOLOGICA DE GALICIA (MBG)
MUSEO NACIONAL DE CIENCIAS NATURALES (MNCN)
OBSERVATORIO DEL EBRO (OE)
REAL JARDIN BOTANICO (RJB)
UNIDAD DE RECURSOS DE INFORMACIÓN CIENTÍFICA PARA LA INVESTIGACIÓN (URICI)
UNIDADES, SERVICIOS Y OFICINAS DE LA ORGANIZACIÓN CENTRAL DEL CSIC