

**15<sup>th</sup> January 2021**

**Portland Press Limited**

-and-

Consejo Superior de Investigaciones Científicas

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**TRANSFORMATIVE LICENCE AGREEMENT**

**Read and Publish Agreement for Individual Institutions**

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THIS AGREEMENT is made this day 15<sup>th</sup> January 2021

**BETWEEN:** **Portland Press Limited** a company whose registered office is at 5th Floor, 90 High Holborn, London WC1V 6LJ (“Publisher”).

**AND** Consejo Superior de Investigaciones Científicas, calle Serrano 117, 28006 Madrid (“Institution”),

## **BACKGROUND**

- A. The Publisher is a wholly owned trading subsidiary of The Biochemical Society. The Biochemical Society is a registered charity. The Publisher gifts all surpluses from its trading activity to The Biochemical Society.
- B. In recognition of the Publisher’s intention to commence a transition to sustainable open access, this ‘Read and Publish’ transformative licence agreement sets out terms and conditions relating to a pilot offering for 2020 that combines ‘read’-based access rights to certain of the Publisher’s journals with the ability for researchers (corresponding authors) affiliated with an institution to publish articles in the Publisher’s journals on an open access basis free from article-level charges.
- C. The Publisher has agreed with the Institution to provide access to and permit use of the pilot offering in accordance with this licence agreement.
- D. This licence agreement is based on the SPA-OPS transformative toolkit model license, which in turn was based on the PA/Jisc model licence for journals.

## **IT IS AGREED AS FOLLOWS**

### **1 DEFINITIONS**

In this Licence (as defined below), the following terms shall have the following meanings:

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|------------------------------------|--|
| <b>“Academic Works”</b>            | means assignments, essays, monographs, portfolios, theses, dissertations, presentations, submissions and other works prepared for scholarly purposes in connection with academic research or teaching. |
| <b>“Article Metadata”</b>          | carries the meaning set out in Schedule 4.   |
| <b>“Article Publishing Charge”</b> | carries the meaning set out in Schedule 4.   |

<b>“Authentication Information”</b>	means passwords, usernames and any other information necessary to access Licensed Material by means of the Secure Authentication.
<b>“Authorised User”</b>	<p>means an individual who is authorised by the Institution to have access to its information services (whether on-site or off-site) via Secure Authentication and who is:</p> <ul style="list-style-type: none"> <li>• a current student registered with the Institution (including undergraduates and postgraduates);</li> <li>• an alumnus of the Institution;</li> <li>• a contractor of the Institution; or</li> <li>• a member of staff of the Institution (whether permanent or temporary, including retired members of staff and any teacher who teaches students registered with the Institution); or</li> <li>• subject to Clause 4.2, a Walk-In User.</li> </ul>
<b>“Calendar Year”</b>	means each year running from 1 January to 31 December.
<b>“Commercial Use”</b>	<p>means use for the purpose of earning monetary reward or generating profit (whether by or for the 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:</p> <ul style="list-style-type: none"> <li>• use for which the Institution is entitled only to be reimbursed its costs (which may include overhead costs); and</li> <li>• use of the Licensed Material in the course of research funded by a commercial or for-profit organisation.</li> </ul>
<b>“Continuing Access Rights”</b>	means the access and use rights set out in Clause 2.1.2 and Clause 10 in respect of Continuing Licensed Material.

<b>“Continuing Licensed Content”</b>	means the Licensed Content in respect of which the Institution shall have Continuing Access Rights, as set out in Clause 2.1.2 and Clause 10.
<b>“Continuing Licensed Material”</b>	means the Continuing Licensed Content and all Metadata relating to Continuing Licensed Content.
<b>“Continuing Use Period”</b>	means the indefinite period immediately following the expiry or termination of the relevant Subscription Period during which the Institution and Authorised Users are permitted to access and use the Continuing Licensed Material.
<b>“Creative Commons Licence”</b>	means either a Creative Commons Attribution license (CC-BY) or a Creative Commons Attribution Non-Commercial, Non-Derivative license (CC BY-NC-ND) under which the Publisher is granted a non-exclusive right to publish all publications to which such license(s) apply.
<b>“Current Access Rights”</b>	means the access and use rights applicable during the Subscription Period, in respect of any Licensed Material, set out in Clause 2.1.1.
<b>“Data Protection Laws”</b>	means the Data Protection Act 1998, the General Data Protection Regulation 2018, the Data Protection Act 2018 and any other law applicable to the UK relating to the protection of personal data, including where applicable guidance and codes of practice issued by the Information Commissioner.
<b>“Educational and Research Purposes”</b>	means education, teaching, tuition, training, instruction, learning, private study and/or research, including distance learning and teaching.
<b>“Eligible Author”</b>	carries the meaning set out in Schedule 4.
<b>“Funder”</b>	carries the meaning set out in Schedule 4.
<b>“Licence”</b>	means this ‘Read and Publish’ transformative licence agreement together with its Schedules.

<b>“Licence Fee”</b>	<p>means the fee as set out in Schedule 1, payable:</p> <ul style="list-style-type: none"> <li>• for access to and use during the Subscription Period of Licensed Material;</li> <li>• for archival access to and use of the Continuing Licensed Material during the Continuing Use Period;</li> <li>• for Eligible Authors to be able to publish Open Access Articles in the Licensed Titles during the Subscription Period.</li> </ul>
<b>“Licensed Content”</b>	<p>means those articles or other parts of a Licensed Title which form part of the content licensed under this License (including all content published during the Subscription Period to which access and use rights are granted under this License, and including all Previously Subscribed Material).</p>
<b>“Licensed Material”</b>	<p>means the Licensed Content (e.g. published articles) forming part of the content of the Licensed Titles and all Metadata relating to Licensed Titles and Licensed Content.</p>
<b>“Licensed Titles”</b>	<p>means one or more title which the Institution has selected to be included in this License as set out in Schedule 2.</p>
<b>“Metadata”</b>	<p>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, including the name of the Publisher, the name of the copyright owner, subject matter, article type, 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.</p>
<b>“Mount”</b>	<p>means to copy to or install on a computer, computer network or system.</p>
<b>“Open Access Article”</b>	<p>carries the meaning set out in Schedule 4.</p>

<b>“Permitted Use”</b>	means use in accordance with Clause 3 subject to the restrictions in Clause 4.
<b>“Personal Data”</b>	means personal data as defined in the Data Protection Laws.
<b>“Previously Subscribed Material”</b>	means the journal titles subscribed to by the Institution under any previous or predecessor licence for Biochemical Journal, Clinical Science, Biochemical Society Transactions, Essays in Biochemistry, in particular the Previously Subscribed Material listed in Schedule 2.
<b>“Publisher Platform”</b>	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.
<b>“Secure Authentication”</b>	means access by Internet Protocol (“IP”) ranges or by username and password provided by the Institution or by other authentication means reasonably agreed between the Publisher and the Institution.
<b>“Secure Network”</b>	means a network or virtual network which or the relevant functionality of which is only accessible to Authorised Users by Secure Authentication.
<b>“Start Date”</b>	means 1 <sup>st</sup> January 2021
<b>“Subscription Period”</b>	means the period from the Start Date until 31 December 2022
<b>“Term”</b>	means the period comprising the Subscription Period and the Continuing Use Period.
<b>“Version of Record”</b>	carries the meaning set out in Schedule 4.
<b>“Walk-In Users”</b>	means individuals, who are not otherwise Authorised Users, who are allowed by the Institution to access its information services from computer terminals or by other means (including wirelessly), from within the physical premises of the Institution.

**“Withdrawn Material”** 1.1.1 means any part of the Licensed Material (including any Licensed Title or any Licensed Content or part of any Licensed Content) which the Publisher is no longer entitled to publish; or which the Publisher has reasonable grounds to believe infringes copyright or is otherwise unlawful or is in contravention of COPE (Committee on Publication Ethics) guidelines and thereby or otherwise unfit for publication.

**“Working Day”** means a day other than a Saturday, Sunday or public holiday in England and Wales when banks are not open for business.

- 1.1 Clause and Schedule headings shall not affect the interpretation of this License.
- 1.2 The Schedules form part of this License and shall have the same effect as if set out in the body of this License. Any reference to this License includes the License Schedules.
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.
- 1.4 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.5 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 and/or scope of the words or phrases preceding those terms.
- 1.6 References to web addresses in this Licence refer to current web addresses, and any updated or replacement addresses.

## **2 LICENCE GRANT**

- 2.1 The Publisher hereby grants to the Institution:
  - 2.1.1 a non-exclusive, non-transferable right and licence 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
  - (iii) to permit Eligible Authors to publish Open Access Articles without Article Publishing Charges in accord with Clause 5.
- 2.1.2 in respect of Continuing Licensed Material (if any), a perpetual, irrevocable, non-exclusive rights and licence for the Continuing Use Period:
- (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.

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

### **3 PERMITTED USES**

3.1 The Institution shall be entitled, for its Educational and Research 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 their Educational and Research 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 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 for legitimate inter-library loan purposes only, to supply to another library in the country in which the Institution has its principal place of business (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, the 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 their Educational and Research 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 the 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, if and for so long as the Publisher 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 the 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 The Institution shall be entitled to permit Authorised Users, for their Educational and Research 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 (where permitted by applicable local laws) 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;
- 3.2.4 to mark-up or comment (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 the 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 publisher of the Licensed Content used in the Academic Works;
- 3.2.7 to incorporate 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. Authorised Users must specify the title and copyright owner 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 save and/or deposit in perpetuity parts of the Licensed Material in electronic repositories on a Secure Network operated by the Institution, access to and use of which is limited to Authorised Users;
- 3.2.10 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 computational analysis (including text and data mining) using the Licensed Material for the purpose of research and other Educational and Research 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 3.2.910 shall be deleted promptly after the computational analysis has been completed;
- 3.2.11 to download Licensed Material in whole or in part for the Authorised User's personal Educational and Research 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
- 3.2.12 to provide access to, communicate to, and share material resulting from any use under this Clause 3.2 with other Authorized Users for their use in accordance with this Licence.
- 3.2.13 Authorized users are permitted to share individual journal articles from the Subscribed products with third party colleagues individually for their scholarly or research use.
- 3.3 The provisions of this Licence are without limitation to the rights of the Institution or Authorised Users to do any act permitted under local copyright applicable to them, or permitted under any open access licence (e.g. Creative Commons licence) 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, the 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, there shall be no limit on the number of Authorised Users to which this Licence applies.

#### **4 RESTRICTIONS**

- 4.1 Except where this Licence provides otherwise, the 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, acknowledgements or other means of identification, or disclaimers, other than Metadata;
- 4.1.3 alter or adapt 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 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 and Research Purposes;
  - 4.1.7 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.
- 4.2 The Institution shall not provide access to Walk-In Users to the Licensed Content at a location other than the 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.

## **5 OPEN ACCESS PUBLISHING: EDITORIAL INDEPENDENCE**

- 5.1 Eligible Authors will be permitted to publish Open Access Articles that are accepted for publication by the Publisher in the Licensed Titles free of Article Publishing Charges during the Subscription Period, subject to Schedule 4 and Clauses 5.2 and 5.3.
- 5.2 The Institution acknowledges that, notwithstanding the publishing rights granted to it in this Licence, the Institution will have no influence or involvement of any kind in the publishing or editorial processes of the Publisher or in the manner in which the Publisher exercises its discretion with regard to what is published in the Licensed Material or in any of the Publisher's publications.
- 5.3 Nothing in this Licence shall oblige the Publisher to publish any article submitted to the Publisher by an Eligible Author. The Institution acknowledges that the selection of material to be published on the Publisher Platform is entirely at the discretion of the Publisher in line with the Publisher's editorial policy and peer-review process. The Institution acknowledges that the Publisher shall have no liability of any kind to the Institution in the event that the Publisher refuses or declines to publish any material (or part thereof) submitted by an Eligible Author.

## **6      RESPONSIBILITIES OF THE PUBLISHER**

6.1      The Publisher shall:

6.1.1      during the Subscription Period make the Licensed Material;  
and

6.1.2      during the Continuing Use Period, subject to Clause 10,  
make the Continuing Licensed Material

6.1.3      available through the Publisher Platform to the Institution and  
Authorised Users for access, download and Permitted Use.

6.2      During the Subscription Period and, subject to Clause 10, during the Continuing  
Use Period, the Publisher shall use all reasonable efforts at all times to:

6.2.1      ensure that the Publisher Platform or relevant server or  
servers have adequate capacity and bandwidth to support  
the usage of the Institution; and

6.2.2      make the Licensed Material or Continuing Licensed Material  
(as the case may be) available to the Institution and  
Authorised Users 24 hours a day (except when routine  
maintenance is carried out), and to restore access to the  
Licensed Material or Continuing Licensed Material (as the  
case may be) as soon as possible after any interruption or  
suspension of the service.

6.3      During the Subscription Period, the Publisher, in respect of the Licensed  
Material, shall use all reasonable efforts:

6.3.1      not, without the agreement of the Institution, such agreement  
not to be unreasonably withheld, to 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 the  
Institution of its rights under this Licence, for example by  
repeatedly requiring an Authorised User to provide active  
confirmation in relation to his/her use of or access to the  
Licensed Material, or 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;

6.3.2 to provide support to Authorised Users by e-mail or by a telephone help desk, and assist Authorised Users with general enquiries in connection with the Licensed Material, including relating to access, use, functionality and content of the Licensed Material, and shall use reasonable endeavours to answer any such query within one (1) Working Day of such query being made;

6.3.3 to provide to the Institution electronic product documentation relating to the Licensed Material which is reasonably sufficient to enable Authorised Users to access and make use of the Licensed Material, which the Institution shall be entitled to copy and distribute, provided such documents are copied in full and such copies include an acknowledgement of the Publisher as the licensor of the Licensed Material;

6.3.4 to clearly label any Licensed Material that consists of Open Access Articles.

6.4 During the Continuing Use Period, the Publisher shall use all reasonable efforts not, without the agreement of the Institution, such agreement not to be unreasonably withheld, to implement any digital rights management technologies or access management technologies which have a material adverse impact in respect of the Continuing Licensed Material of the types specified in Clause 6.3.1.

6.5 The Publisher reserves the right at any time during the Term to remove the Withdrawn Material from the Licensed Material or Continuing Licensed Material (as the case may be).

6.6 The Publisher shall promptly give written notice of such removal to the Institution.

6.7 Subject to Clause 6.8, if the Withdrawn Material represents more than five per cent (5%) of the Licensed Material then the Publisher shall, at the Institution's option:

6.7.1 make a refund for the period from the date of removal to the end of the Subscription Period of that part of the Licence Fee which the Publisher considers reasonably attributable to the Withdrawn Material, having regard to the use made of the Withdrawn Material by the Institution compared with its use of the remainder of the Licensed Material during the period prior to removal; or

6.7.2 if possible, provide a substitute for the Withdrawn Material acceptable to the Institution.

6.8 If, in the Institution's reasonable opinion, the Withdrawn Material comprises all or a material and substantial part of the Licensed Material (including all or a material and substantial part of any collection of the Licensed Material licensed as a collection under this Licence or a material Licensed Title) and the remainder of the Licensed Material is no longer useful to the Institution or the Authorised Users, the Institution may, by notice to the Publisher, terminate this Licence on giving not less than 60 (sixty) days' written notice to the Publisher.

## **7 RESPONSIBILITIES OF THE PUBLISHER: AUTHORISED USERS**

7.1 Subject to the second sentence of this Clause 7.1, 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 provided in this Licence and no such end user licence agreement or terms or conditions or restrictions which the Publisher may seek to impose shall be of any effect. Nothing in this Licence will, however, prevent the Publisher from imposing more restricted rights than are encompassed within Permitted Use where the licensor of the specific Licensed Content has in relation to such Licensed Content imposed more restricted rights on the Publisher; and the Publisher shall make clear in the Metadata for the Licensed Content that such restricted rights apply and the Institution agrees for itself and the Authorised Users that it will observe and comply with such restrictions.

7.2 The Publisher shall not, and shall not seek to, collect Personal Data in relation to any Authorised User other than as is reasonably and properly required for the

administration of this Licence, and shall fully comply with its obligations under the applicable Data Protection Laws in relation to the collection, use and retention, and any other processing of any such Personal Data.

**8 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 set out in Schedule 3.

**9 RESPONSIBILITIES OF THE INSTITUTION**

9.1 The Institution shall:

9.1.1 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;

9.1.2 provide to the Publisher lists of valid IP addresses for the purpose of managing access to the Licensed Material and update those lists regularly as agreed by the parties from time to time;

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

9.1.4 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

9.1.5 configure the computer system through which the Licensed Material is used by the Institution and Authorised Users securely; 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; and take all reasonable steps to monitor and maintain the effectiveness of such procedures.

9.2 The 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:

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

9.2.2 any act by an Authorised User which may give rise to a breach of this Licence.

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

9.3.1 take reasonable steps to investigate such breach for the purpose of ensuring that the relevant activity ceases and preventing any recurrence; and

9.3.2 if the Institution considers this appropriate, take steps against the individual concerned in accordance with the Institution's disciplinary procedure; and

9.3.3 take all reasonable steps to co-operate with and assist the Publisher in re-establishing the security of the Secure Network and remedying any misuse by Authorised Users of any Licensed Material.

## **10 CONTINUING LICENSED MATERIAL**

10.1 The Institution shall have Continuing Access Rights, subject to Clause 6.5, in respect of:

10.1.1 all Licensed Material published in any Licensed Title during the Subscription Period;

10.1.2 all other Licensed Material published in any Licensed Title to which archival or continuing access rights apply; and

10.1.3 all Previously Subscribed Material.

- 10.2 Following the end of the Subscription Period, the Publisher shall make the Continuing Licensed Material available for access and Permitted Use by the Institution and its Authorised Users without charge, by means of the Publisher Platform.
- 10.3 If the Publisher gives written notice that it will no longer provide access on the Publisher Platform in accordance with Clause 10.2 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 the Institution that it no longer requires the Publisher to make the Continuing Licensed Material available by means of the Publisher Platform.
- 10.4 At the request of the Institution, at the start of the Continuing Use Period the Publisher shall provide the Institution with a list confirming all Continuing Licensed Material.

## **11 FEES AND PAYMENT**

- 11.1 The Institution shall pay to the Publisher the Licence Fee set out in Licence Schedule 1 within [twenty (20)] Working Days following the date of this Licence.
- 11.2 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 TERMINATION**

- 12.1 Subject to earlier termination under this Clause 12 and to the provisions of Clause 13, this Licence shall continue in force for the duration of the Subscription Period. This Agreement will commence on 1<sup>st</sup> January 2021 and this Agreement will remain in full force and effect until 31<sup>st</sup> December 2022
- 12.2 Where the duration of the Subscription Period is of two or more Calendar Years, the Institution shall have the right to terminate this Licence during the second or any subsequent Calendar Year of such Subscription Period on giving not less than 60 (sixty) days' written notice to the Publisher, such notice to expire at the end of the relevant Calendar Year.

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

12.3.1 the other party becomes insolvent, 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;

12.3.2 the other party commits a material or persistent breach 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 sixty (60) days after being notified in writing to do so.

12.3.3 For the avoidance of doubt, the 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 the Institution, would have been a breach of this Licence, provided that the Institution has observed and performed all of the obligations imposed on the Institution by this Licence and did not cause or knowingly assist in or condone the continuation of the relevant act of an Authorised User after becoming aware of the occurrence of such act.

12.3.4 Upon termination of this Licence (except for a material breach by the Institution of its obligations under this Licence), the Publisher will provide (at the option of the Institution) the Institution and its Authorised Users with continuous access to and use of the full text of the Licensed Material which was published and paid for during the term of this Licence and preceding licences (where applicable) between the Publisher and the Institution, without charge

### **13 CONSEQUENCES OF TERMINATION**

13.1 On expiry or termination of this Licence for any reason and subject to any express provisions set out elsewhere in this Licence (including those relating to Continuing Access Rights in Clause 2.1.2 and Clause 10):

- 13.1.1 all rights and licences granted pursuant to this Licence shall cease and the Institution shall cease to access and use, and permit access to and use of, the Licensed Material; and
- 13.1.2 the Publisher shall cease to make available Licensed Material for access and use by the Institution and Authorised Users provided that the Institution may retain and use, and permit the use of, Metadata, and that copies of parts of the Licensed Material made by the Institution 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.
- 13.2 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 1, 2.1.2, 3, 4, 6.1.2, 6.2, 6.4, 6.5, 7, 9, 10, 13,14, 15 and 18 to 22 inclusive) shall continue in force.
- 13.3 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.

#### **14 ACKNOWLEDGEMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

- 14.1 Subject to Clause 14.2, the Institution acknowledges that all copyright and other intellectual property rights, of whatever nature, 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 Institution 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. The Publisher acknowledges that all copyright in the Open Access Articles is the exclusive property of the Eligible Author(s) and that this Licence does not assign or transfer to the Publisher any right, title or interest in such copyright except for the right to publish the Open Access Articles under the terms and conditions of the Creative Commons Licence chosen by the Eligible Author(s).
- 14.2 The Publisher hereby acknowledges that any copyright and other intellectual property rights, of whatever nature, arising from any computational analysis (including any text

mining/data mining) of the Licensed Material referred to in Clause 3.2.10 shall, as between the Institution and Authorised User on the one hand, and the Publisher (and any licensor of the Publisher or other rights holder in the Licensed Material), on the other, be the property of the relevant Authorised Users or the Institution, as the case may be.

- 14.3 For the avoidance of doubt, the Publisher hereby acknowledges that any database rights created by the Institution as a result of exercising any rights in relation to Metadata under Clause 3.1 shall be the property of the Institution.

## **15 REPRESENTATION, WARRANTIES AND INDEMNITIES**

- 15.1 Subject to the remainder of this Clause 15, the Publisher warrants to the Institution that, to the best of its knowledge, information and belief:

15.1.1 all intellectual property rights in the Licensed Material are owned by or validly licensed to the Publisher and that the Permitted Use of the Licensed Material will not infringe any intellectual property of any person; and

15.1.2 the content of the Licensed Material is not unlawful.

- 15.2 Subject to the limitations set out in the remainder of this Clause 15, the Publisher shall indemnify the Institution (for itself and for the benefit of any Authorised Users) against liabilities, costs, expenses, damages, losses, interest, penalties and reasonable professional costs and expenses suffered or incurred by the Institution arising out of or in connection with a breach of the warranty given in Clause 15.1.

- 15.3 In relation to any claim made or action brought to which Clause 15.2 applies, the Institution shall:

15.3.1 promptly give the Publisher written notice;

15.3.2 give the Publisher immediate and complete control of the defence and settlement of such claim provided that the Publisher gives the Institution reasonable security in respect of any liability the Institution may have in respect of such claim or action and any indemnity to which the Institution may be entitled under Clause 15.2; and

15.3.3 give the Publisher all reasonable assistance with the defence and settlement of such claim.

- 15.4 The indemnity in Clause 15.2 will not apply and the Publisher will have no liability under this Licence in relation to any claim arising as a result of any change, alteration or amendment in any way to any Licensed Material by the Institution or any Authorised User.
- 15.5 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 gives no warranty with regard to the information contained in or in any part of the Licensed Material including the fitness of such information or part for any purposes whatsoever and will have no liability for any loss suffered or incurred by the Institution or Authorised Users as a result of their reliance on the Licensed Material.
- 15.6 In relation to any claim that the access to or use of any Licensed Material infringes any intellectual property right of any third party, the Publisher may at its option and expense, and on written notice to the Institution (and without prejudice to the Institution's rights under Clauses 6.7 and 6.8), remove such Licensed Material from the Licensed Material or obtain for the Institution the right to continue accessing and using such Licensed Material in accordance with this Licence.
- 15.7 Notwithstanding any other provisions to the contrary, neither the Institution nor the Publisher will be liable to the other under this Licence or otherwise for:
- 15.7.1 any special, indirect, incidental, punitive or consequential damages; or
  - 15.7.2 loss of direct or indirect profits, business, contracts, revenue or anticipated savings; or
  - 15.7.3 for any increased costs or expenses.
- 15.8 No party excludes or limits its liability under this Licence for:
- 15.8.1 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
  - 15.8.2 its own fraud or that of its employees or agents in the course of their engagement.

## **16 FORCE MAJEURE**

- 16.1 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 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").

- 16.2 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.
- 16.3 Provided it has complied with Clause 16.2, 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.
- 16.4 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.

## **17 ASSIGNMENT**

- 17.1 Subject to Clauses 17.2 and 17.3 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.
- 17.2 If the Institution merges with any other institution or organization or transfers the whole or part of its activities to another institution or organization, the Institution and Publisher will mutually agree terms for the successor institution (as the case may be), and the Authorised Users who were Authorised Users through the Institution, to be entitled to receive the benefit of this Licence, subject to remaining bound by the obligations under this Licence:
- 17.2.1 in respect of the Licensed Material, for the remainder of the current Subscription Period; and
- 17.2.2 in respect of the Continuing Licensed Material, in perpetuity.
- 17.3 If the Publisher is subject to any merger or acquisition, or if the Publisher or any licensor or other owner of any rights in any Licensed Material relevant to the licences or rights granted under this Licence transfers or grants any rights inconsistent with the Institution's rights under this Licence, this Licence shall continue in effect, and the

Publisher shall procure that any such transfer or grant of rights is subject to the Institution's rights under this Licence.

- 17.4 In any assignment to which the other party has given consent under Clause 17.1, 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.

## **18 NOTICES**

- 18.1 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:

18.1.1 if to the Publisher:

by email to [sales@portlandpress.com](mailto:sales@portlandpress.com) and by post to Portland Press Ltd, First Floor, 10 Queen Street Place, London EC4R 1BE

18.1.2 if to the Institution: by e-mail to XXXXX and by post to Consejo Superior de Investigaciones Científicas, calle Serrano 117, 28006 Madrid

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

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

18.2.2 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;

18.2.3 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.

- 18.3 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.

## **19 THIRD PARTY RIGHTS**

- 19.1 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 enforce any term of this Licence.
- 19.2 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.

## **20 GENERAL**

- 20.1 This Licence constitutes the entire agreement between the parties and supersedes all prior communications, promises, assurances, warranties, representations and understandings and agreements (whether written or oral) between them relating to its subject matter. For the avoidance of doubt, except where expressly so stated, the subject matter of this Licence is separate from and does not include the subject matter of any pre-existing licence agreements between the Institution and the Publisher, including those under which the Institution is already entitled to access and use Previously Subscribed Material.
- 20.2 This Licence may not be amended or modified except by agreement of both parties in writing.
- 20.3 Nothing in this Licence shall be construed to create any relationship of partnership, agency or employment between any of the parties.
- 20.4 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.
- 20.5 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.

## **21 DISPUTE RESOLUTION**

- 21.1 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 the Institution, or their nominated representative.
- 21.2 If the Dispute cannot be resolved by the parties within one month of being referred for negotiation in accordance with Clause 21.1, 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.
- 21.3 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 or her appointment
- 21.4 Any person to whom a reference is made under Clause 21.3 shall act as expert and not as an arbitrator and his or her 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.
- 21.5 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.
- 21.6 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.
- 21.7 Subject to Clause 21.1 (which shall apply except where it is necessary to seek a court order for urgent interim measures), and to Clause 21.4, nothing in this Clause 21 shall prevent either party commencing or continuing court proceedings in relation to the Dispute under Clause 22.

**22**     **GOVERNING LAW AND JURISDICTION**

22.1     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 Spain.

22.2     Subject to Clause 21, the parties irrevocably agree that any dispute arising out of or in connection with this Licence will be subject to and within the jurisdiction of the courts of Spain

## LICENCE SCHEDULE 1

### LICENCE FEE

**Licence Fee: €15,382**

Access to the five-journal package including all Portland Press hybrid journals.  
Includes unlimited APC-free OA-publishing in all seven Portland Press journals: all five hybrid plus two full-OA journals

#### **Read access is granted to the following institutions:**

CSIC - CENTRO DE INVESTIGACIONES ISLA DE LA CARTUJA BIBLIOTECA  
CAMPUS CARTUJA

CSIC - INSTITUTO DE LA GRASA Sevilla

CSIC - CENTRO DE INVESTIGACION Y DESARROLLO PASCUAL VILA  
BIBLIOTECA CID

Further CSIC institutions may have access to the read content at any time for an addition fee of €1000 per institution.

#### **Publishing**

APC free, unlimited publishing is granted to all CSIC member institutions as laid down in Licence Schedule 5, in any of Portland Press journals

Pay the agreed Publish and Read Licence flat rate with no annual increases for each year of the two-year agreement (2021-2022) of 15.382 €.

## LICENCE SCHEDULE 2

### A: Licensed Titles for Access and Permitted Use

Journals	Subscription Period
Biochemical Journal	2019-2021
Clinical Science	2019-2021
Biochemical Society Transactions	2019-2021
Essays in Biochemistry	2019-2021
Emerging Topics in Life Sciences	2019-2021

### B: Licensed Titles for Open Access Publishing

Journals	Journal Type
Biochemical Journal	Hybrid
Clinical Science	Hybrid
Biochemical Society Transactions	Hybrid
Essays in Biochemistry	Hybrid
Emerging Topics in Life Sciences	Hybrid
Bioscience Reports	Gold / Full Open Access
Neuronal Signalling	Gold / Full Open Access

### C: Previously Subscribed Material

Biochemical Journal  
Clinical Science  
Biochemical Society Transactions  
Essays in Biochemistry  
Emerging Topics in Life Sciences

## LICENCE SCHEDULE 3

### INDUSTRY STANDARDS AND RELATED OBLIGATIONS

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

- (a) provide the Institution with COUNTER compliant usage or usage in a spreadsheet format, organised by month; working towards compliance with the most recent release of the COUNTER Code of Practice ([www.projectcounter.org](http://www.projectcounter.org));
- (b) use all reasonable efforts to archive the Licensed Material to ensure that it is preserved for future scholarship through Portico and/or Clockss;
- (c) subject to paragraph,1(b) of this Schedule, provide the means for the Institution to continue to access the Licensed Material via an archiving service for use only in the event that the Publisher ceases trading or in the case of Clause 10 of this Licence, and inform the Institution where the Licensed Material has been archived, and provide the Institution with sufficient authority and information to enable the Institution to access such Licensed Material for the purposes of Clause 3.1.8 of this Licence;
- (d) use all reasonable efforts to meet the W3C standards ([www.w3.org/WAI/Resources/#in](http://www.w3.org/WAI/Resources/#in) ) to ensure that the Licensed Material is accessible to all Authorised Users;
- (e) 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;
- (f) use all reasonable efforts to keep to the Code of Practice of Project Transfer ([www.projecttransfer.org](http://www.projecttransfer.org)) to ensure that journal content remains easily accessible by the Institution and its Authorised Users when there is a transfer of material between parties, and to ensure that the transfer process occurs with minimum disruption;
- (g) 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;

- (h) use all reasonable efforts to provide relevant information to third party discovery tools (such as Scopus, Summon), in accordance with NISO recommendations  
([https://groups.niso.org/apps/group\\_public/download.php/14820/rp-19-2014\\_ODI.pdf](https://groups.niso.org/apps/group_public/download.php/14820/rp-19-2014_ODI.pdf));
- (i) use all reasonable endeavours to implement the FAIR Guiding Principles for scientific data management and stewardship.  
<https://www.force11.org/fairprinciples>;
- (j) use all reasonable endeavours to follow the Recommended Practice on Access and Licensing Indicators (NISO RP-22-2015)

\* URLs and web addresses are for guidance and may change

**LICENCE SCHEDULE 4**  
**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 agrees to make available.
- “Article Publishing Charge”** means the charge made to, or any other fee payable by, the Institution or corresponding authors at the Institution in support of publication of “Open Access Articles”.
- “Eligible Authors”** means authors who are affiliated, either as PhD students, post-doctoral fellows or faculty members, with the Institution, and who are also the submitting corresponding author on an article accepted for publication in a Licensed Title during the Subscription Period.
- “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.
- “Open Access Article”** means an article or other published content that is accessible (or submitted on the basis that it will be accessible) immediately on publication, on an open access basis under a Creative Commons Licence, if accepted for publication in accordance with Clause 5.
- “Version of Record”** means the final typeset and edited version of the article published in a journal.

## 2 Open Access Publishing

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

routine maintenance (which shall be notified in advance wherever possible), and will restore access as soon as practicably possible in the event of an interruption or suspension of the service.

- (vi) Publisher will use all reasonable efforts to ensure that its server has adequate capacity and bandwidth to support access to published Open Access Articles at a level commensurate with the standards of availability for information services of similar scope operating via the World Wide Web, as such standards evolve from time to time.

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

- (i) The Publisher will identify Open Access Articles that have been submitted by Eligible Authors for approval and will clearly indicate the rights accorded by this Licence to the Institution on behalf of its Eligible Authors on the Publisher's website, making clear that Eligible Authors will not need to pay Article Publishing Charges for approved Open Access Articles.
- (ii) Eligible Authors may opt-out of publishing Open Access Articles.
- (iii) For the duration of the Subscription Period only, in the event that it comes to the attention of the Publisher that an Eligible Author has not been so identified on acceptance of his/her article and that his/her article has not been published Open Access, the Publisher will use all reasonable efforts to contact the Eligible Author and offer him/her the opportunity to convert to Open Access free of Article Publishing Charge. Publisher will also contact URICI in the event that the author persists this refusal.
- (iv) For the duration of the Subscription Period only, in the event that it comes to the attention of the Publisher that an Eligible Author has not been so identified on acceptance of his/her article and that his/her article is discovered to have been published Open Access and that an Article Publishing Charge (APC) was paid, the Publisher will use all reasonable efforts to contact the Eligible Author and his/her Institution and offer to refund the Article Publishing Charge.
- (v) Eligible Authors can be identified through at least one of the following parameters:
  - IP ranges specified by the Institution; and/or CSIC general domain or any sub domain email of @csic.es (@YYY.csic.es)

- persistent identifier, such as Ringgold, ORCID or other recognized institutional identifier as provided by the Eligible Author and published in the Article Metadata; and/or
- affiliation correctly identified on the journal / editorial submission and peer review system and as stated in the article file submitted and to be published.
- Asking to CSIC, to verify the identity and eligibility of the author and article. These inquiries should be sent to the email: [ayudasopenaces@bib.csic.es](mailto:ayudasopenaces@bib.csic.es) which will reply within a period of no more than 3 days.
- CSIC articles accepted from January 1, 2021 will be able to benefit from this R&P agreement

#### 4. Annual Account performance reports

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

## LICENCE SCHEDULE 5

### CSIC Member Institutes

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

INSTITUTO DE AGROQUIMICA Y TECNOLOGIA DE ALIMENTOS (IATA)	Comunidad Valenciana
INSTITUTO DE ANALISIS ECONOMICO (IAE)	Cataluña
INSTITUTO DE ARQUEOLOGIA-MERIDA (IAM)	Extremadura
INSTITUTO DE ASTROFISICA DE ANDALUCIA (IAA)	Andalucía
INSTITUTO DE BIOLOGIA EVOLUTIVA (IBE)	Cataluña
INSTITUTO DE BIOLOGIA FUNCIONAL Y GENOMICA (IBFG)	Castilla y León
INSTITUTO DE BIOLOGIA INTEGRATIVA DE SISTEMAS (I2SYSBIO)	Comunidad Valenciana
INSTITUTO DE BIOLOGIA MOL. Y CEL. DE PLANTAS PRIMO YUFERA (IBMCP)	Comunidad Valenciana
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INSTITUTO DE CERAMICA Y VIDRIO (ICV)	Madrid (Comunidad de)
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INSTITUTO DE CIENCIA Y TECNOLOGIA DEL CARBONO (INCAR)	Asturias (Principado de)
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INSTITUTO DE CIENCIAS DE LA TIERRA JAUME ALMERA (ICTJA)	Cataluña
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INSTITUTO DE INVESTIGACIONES MARINAS (IIM)	Galicia
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