

DATED

7 MARCH 2023

ROCKEFELLER UNIVERSITY PRESS

-and-

CONSEJO SUPERIOR DE INVESTIGACIONES CIENTÍFICAS (CSIC)

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13.9 No party excludes or limits its liability under this License for:

13.9.1 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

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

14 FORCE MAJEURE

14.1 Without prejudice to Clause 15.2, neither party shall have any liability under or be deemed to be in breach of this License for any failure to perform any term or condition of this License 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").

14.2 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 License, 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 License, and use reasonable endeavors to mitigate the effect of the Force Majeure Event on the performance of its obligations.

14.3 Provided it has complied with Clause 14.2, if a party is prevented, hindered or delayed in or from performing any of its obligations under this License by a Force Majeure Event (“**Affected Party**”), the Affected Party shall not be in breach of this License 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.

14.4 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 License by giving not less than 14 (fourteen) days’ written notice to the Affected Party.

15 **ASSIGNMENT**

15.1 Subject to Clauses 16.1 and 16.2 this License 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 License, without the prior written consent of the other party, such consent shall not be unreasonably withheld or delayed.

15.2 If the Institution merges with any other Eligible Body or transfers the whole or part of its activities as an Eligible Body to another Eligible Body, the Institution or successor Institution (as the case may be), and the Authorized Users who were Authorized Users through the Institution, shall be entitled to receive the benefit of this License, subject to remaining bound by the obligations under this License:

15.2.1 in respect of the Licensed Material, for the remainder of the current Subscription Period; and

15.2.2 in respect of the Continuing Licensed Material, in perpetuity.

15.3 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 licenses or rights granted under this License transfers or grants any rights inconsistent with the Institution’s rights under this License, this License 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 License or that the Institution is compensated in such amount as may be fair and reasonable in the circumstances in respect of the loss of any such rights which cannot be preserved for the Institution.

15.4 In any assignment to which the other party has given consent under Clause 16.1, the assigning party shall procure and ensure that the assignee shall assume all rights and

obligations of the assigning party under this License and agrees to be bound to all the terms of this License.

16 GOVERNING LAW AND JURISDICTION

- 16.1 This License 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 New York State.
- 16.2 The parties irrevocably agree that any dispute arising out of or in connection with this License will be subject to and within the jurisdiction of the courts of New York State.

17 DISPUTE RESOLUTION

- 17.1 If any dispute arises out of or in connection with this License 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 endeavors 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.
- 17.2 If the dispute cannot be resolved by the parties within one month of being escalated as referred to in Clause 18.1, 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.
- 17.3 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.
- 17.4 Any person to whom a reference is made under Clause 18.1 shall act as expert and not as an arbitrator and their 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.
- 17.5 Each party shall provide such expert with such information and documentation as the expert may reasonably require for the purposes of forming their decision.

17.6 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.

17.7 Subject to Clause 18.1, except where urgent interim measures are sought, and Clause 18.4, nothing in this Clause 17 shall prevent either party commencing or continuing court proceedings in relation to the Dispute under Clause 16.

18 NOTICES

18.1 Any notice given to a party under or in connection with this License 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: Office of General Counsel, Care/of Susan King, Executive Director, Rockefeller University Press, 950 Third Avenue, 2nd Floor, New York, NY 10022, United States of America

18.1.2 if to the Institution: Unidad de Recursos de Información Científica para la Investigación. CSIC, Care of Agnès Ponsati, Director, C/ Joaquin Costa 22, 28002 Madrid, Spain

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

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

18.1.5 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

18.1.6 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.

18.2 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 GENERAL

19.1 This License its Schedules and Annexes 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 license agreements between the Institution and the Publisher.

- 19.2 This License may not be amended or modified except by agreement of both parties in writing.
- 19.3 Nothing in this License shall be construed to create any relationship of joint venture, partnership, agency or employment between any of the parties.
- 19.4 If any provision or part-provision of this License 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 License.
- 19.5 The rights of the parties arising under this License shall not be waived except in writing. Any waiver of any of a party's rights under this License or of any breach of this License 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 License 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.

Licence Schedule 1

OVERVIEW OF ROCKEFELLER UNIVERSITY PRESS READ-AND-PUBLISH

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Eligible Institutions

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2. Business model

Licence duration periods

1/1/2023 – 31/12/2024

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 - (e) use all reasonable efforts to meet the Open URL Standard (<https://www.niso.org/publications/z3988-2004-r2010>) to ensure that Authorized Users can search for and find the Licensed Titles and the Licensed Content;
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- (i) use all reasonable endeavors to implement the CARE Principles for Indigenous Data Governance <https://www.gida-global.org/care> and FAIR Guiding Principles for scientific data management and stewardship. <https://www.go-fair.org/fair-principles/>;
- (j) use all reasonable endeavors to conform to all the Plan S technical guidance and requirements. <https://www.coalition-s.org/principles-and-implementation/>;
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* URLs and web addresses are for guidance and may change

LICENSE SCHEDULE 4

OPEN ACCESS PROVISIONS

1 Definitions

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

“Accepted Manuscript”	means the version of a journal article that has been peer-reviewed and accepted for publication, and includes changes made by the author during the peer-review process. a.k.a Author Accepted Manuscript (AAM).
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“Article Publication Charge”	means the charge made to, or any other fee payable by, the Institution or corresponding authors at the Institution in respect of submission and/or publication of Open Access Articles.
“Corresponding Author”	means the Eligible Author that submits a manuscript and is the author responsible for communicating with the journal during the submission, peer review and publication process.
“Eligible Authors”	means authors who want to publish Open Access Articles, are affiliated to the Institution, and the submitting corresponding authors.
“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 published under an open license, such as a Creative Commons license. Open Access Articles are of one of the following article types: Article, Brief Definitive Report, Communication, Hypothesis, Methods and Approaches, Report, Technical Advances and Resources, and Tools.

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2 Open Access Publishing

- (i) Eligible Authors, on acceptance of publication, will have Open Access Articles published in the Rockefeller University Press Read-and-Publish free of Article Publication Charges.
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- (iv) The Publisher will make all published Open Access Articles available to anyone 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 save for emergency maintenance or unexpected downtime, and will restore access as soon as possible in the event of an interruption or suspension of the service. In case of prolonged and/or repeated interruption

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- (v) The Publisher will 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.

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- (i) The Publisher will identify approved Open Access Articles that have been submitted by Eligible Authors and will clearly indicate the availability of this Open Access Schedule to Eligible Authors, both within its submitting process and on its website. This will make clear that Eligible Authors do not need to pay APCs for Open Access Articles.
- (ii) Eligible Authors may opt-out of publishing Open Access Articles and in such cases, the Publisher is not required to seek the approval of the Institution.
- (iii) In the event that an Eligible Author is not identified on acceptance, and their articles are discovered not to have been published Open Access, the Publisher will contact the Eligible Authors and offer them the opportunity to convert to Open Access free of an APC.
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- (ii) The annual reports shall include the time span of the last calendar year and shall be delivered in the first quarter of the following year. The Publisher will also deliver Metadata, including license information to CrossRef and other relevant third parties.
- (iii) The Publisher will report annually how many of the Publisher's journals have flipped during the year from/to a subscription model to/from an open access model, including hybrid model, and which proportion of articles are published open access in each individual Publisher's journal.

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