

## Content Syndication Agreement

This content syndication agreement (“**Agreement**”) is entered into as of the date of signing the Order (the “**Effective Date**”) by and between the entity you represent (hereinafter referred to as “**Publisher**”) and ResearchGate GmbH (hereinafter referred to as “**RG**”).

The entities listed above are collectively referred to as the “**Parties**” and each one of them as a “**Party.**”

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## 1. Agreement

- a. The Parties wish to enter a collaboration whereby Publisher shall provide RG with Publisher Content, so that RG can make such content available on its Services under the Content Syndication Program.
- b. Publisher shall derive the benefits of enabling more convenient and flexible access to Publisher Content by Non-Entitled User and/or Entitled Users (including off-campus and on mobile devices) and an additional channel of distribution for the Publisher Content (including Publisher Previews for Non-Entitled Users).

## 2. Definitions

**“Claimed Author”** means an author of a Work who is an RG Member and has added the Publication Detail Page corresponding to their Work to their Profile.

**“Content Syndication Program”** means the program described in this Agreement where RG makes available Publisher Content on Publication Detail Pages relating to Included Journals for the mutual benefit of the Parties.

**“COUNTER Code of Practice”** means the [COUNTER Code of Practice for Release 5](#).

**“Denial”** means an instance of “Access Denied: No License” as defined in the COUNTER Code of Practice.

**“DOI”** means Digital Object Identifier. **“Entitled User”** means a User who RG determines is eligible to access a Publisher Full Text based on the RG Entitlement Check.

**“Entitled Access”** means RG receiving and enabling access to Publisher Content on the Services only to Entitled Users.

**“Entitled Access Syndication Fee”** means the fee for enabling access to EBC as listed in [Annex 6](#).

**“Entitled Access Syndication”** means the service as described in Annex 4: Entitled Access Syndication.

**“Entitlement Based Content”** or **“EBC”** means Publisher Content which is made available only to Entitled Users.

**“Full Text”** means a PDF or in-line rendering that contains a full, readable version of the Work to which it corresponds.

**“GDPR”** means Regulation (EU) 2016/679 (General Data Protection Regulation).

**“Included Journal(s)”** means a journal or all journals as provided by the Publisher according to Section 3.b.

**“Institutional Affiliation”** means the institutional entity on the Service with which a Member’s Profile is currently affiliated.

**“Investigation”** means an “Investigation” as defined in the COUNTER Code of Practice. For the avoidance of doubt, this means a User opening a Publication Detail Page, downloading a Full Text, reading a Full Text online on a Publication Detail Page beyond the first page, or accessing a Publication Detail Page’s figure gallery from a list view.

**“ISSN”** means International Standard Serial Number and takes the definition given to this term in the COUNTER Code of Practice.

**“Member”** means a registered User of the Services.

**“Non-Entitled User”** means a User who RG determines is not eligible to access a Publisher Full Text based on the RG Entitlement Check.

**“Open Access Content”** or **“OAC”** means any content that RG would otherwise have the right to make available on the Services independent of this Agreement, including but not limited to Open Access Content marked with a Creative Commons license, including those marked as “NC” or with commercial restrictions. It may also include Publisher Content, which is initially published with restrictions, but subsequently becomes Open Access Content.

**“Order”** means an ordering document under which Publisher ordered to participate the Content Syndication Program that is entered into between Publisher and RG, including any addenda and supplements thereto.

**“Payment Terms”** means the terms that apply to payment of any fees payable by Publisher to RG under this Agreement.

**“Personal Data”** means any information relating to an identified or identifiable natural person and takes the definition given to this term in Art. 4 GDPR.

**“Service”** means websites, mobile applications, and other properties owned, operated, or controlled by RG.

**“Platform Integration”** means the integration and display of Publisher Content on the Services, as specified in [Annex 3f](#).

**“Private Author Status”** means the visibility status where the Full Text is visible only to Claimed Authors and downloadable only by Claimed Authors. Full Texts in Private Author Status can be shared privately by all Claimed Authors.

**“Profile”** means a Member’s profile on the Service.

**“Publication Detail Page”** means a webpage on the Services dedicated to a Work that hosts content and metadata corresponding to that Work, such as its DOI, bibliographic information, an abstract, and a Full Text.

**“Publisher Content”** means any content or data provided by Publisher to RG under this Agreement, including but not limited to Publisher Full Texts, Publisher Data, and Publisher Entitlement Data.

**“Publisher Data”** means any data that is supplied by Publisher to RG or which can be extracted from Publisher Content, including as specified in [Annex 3h](#).

**“Publisher Entitlement Data”** means data relating to Publisher’s institutional customers and their subscriptions and provided by Publisher to RG under this Agreement.

**“Publisher Full Text”** means a PDF provided as part of the Publisher Content that contains a full, readable version of the Work to which it corresponds.

**“Publisher Preview”** means a preview version of a Publisher Full Text which is rendered by RG and consists of the first page of the Publisher Full Text and figures with captions.

**“Request”** means a “Request” as defined in the COUNTER Code of Practice. For the avoidance of doubt, this means downloading a Full Text or reading a Full Text online on the Publication Detail Page beyond the first page.

**“RG Entitlement Check”** means an internal check performed by RG using Publisher Entitlement Data and RG Entitlement Data to determine whether a User is an Entitled User or a Non-Entitled User.

**“RG Entitlement Data”** means data that RG has about a User, which may be used to perform an RG Entitlement Check and which may include whether they are a Claimed Author, their Institutional Affiliation, or the IP address they are currently accessing the Services from.

**“Subscription Content”** means any Publisher Content that can only be accessed by Users who have access to an institutional subscription for that content.

**“Subscription Period”** means the period as stated in the Order.

**“Technical Integration Approach”** means the technical means by which the Parties will exchange information under this Agreement, as specified in [Annex 3c](#).

**“Term”** means the current term of this Agreement.

**“Usage Data”** means data collected by RG relating to the use of Publisher Content on the Services and includes the tiers of Usage Data specified in [Annex 5](#).

**“User”** means any user of the Services.

**“VoR Hosting”** means the Service of RG hosting and enabling access to Publisher Content on the Services. It does not include implementation of any access restrictions or entitlement checks.

**“VoR Hosting Fee”** means the fee for Hosting both OAC and EBC Content as listed in [Annex 6](#).

**“Work”** means an individual item of work, such as an article published in a journal, a preprint, or a book or book chapter.

**“Working Day”** means a day which is not Saturday or Sunday or a statutory holiday in Germany.

### **3. VoR Hosting/Publisher Content**

- a. RG shall provide VoR Hosting within its Services for access by Users.
- b. Publisher shall provide RG with Publisher Content:

- i. comprising one Publisher Full Text in the form of PDF, as well as corresponding JATS XML with media files (including figures) and structured data (including bibliographic header information, figure captions, and citations) and other relevant data;
  - ii. corresponding to any Work published in an Included Journal (including back catalogue and future releases).
- c. Such Publisher Content must be provided in accordance with the Technical Integration Approach detailed in [Annex 3c](#). Publisher shall update the Publisher Content provided to RG in accordance with Section 3.b. above on a daily basis by providing Publisher Content corresponding to any new Works published in an Included Journal since the last update.
- d. The Parties may mutually agree at any time to expand or enhance the contents of Publisher Previews; however, the contents of Publisher Previews may not be reduced.
- e. RG shall integrate the Publisher Content into the Services in accordance with the Platform Integration described in [Annex 3e](#). RG shall work, in good faith, to accommodate feedback from Publisher regarding the Platform Integration, however, RG reserves the right to make final decisions regarding the Platform Integration. RG shall make Publisher Full Texts and Publisher Previews available in accordance with [Section 4](#) below.
- f. Publisher may request that RG remove certain journals, or individual Full Texts and/or Publisher Previews from the Services, provided Publisher has a good faith belief that such content must be removed in order to comply with legal obligations and/or avoid potential legal risk to Publisher. The process for requesting removal shall depend on the scale of the request. In particular:
  - i. For removal requests corresponding to an entire journal, Publisher shall notify RG of its request by sending an email to [copyright@researchgate.net](mailto:copyright@researchgate.net). RG will disable access to any Publisher Previews available on the Services corresponding to that journal as soon as is reasonably practicable, but in no event within more than three (3) weeks from the date of notification. As for any Publisher Full Texts, Publisher may elect for such Full Texts to be converted to Private Author Status or disabled as soon as is reasonably practicable, but in no event within more than three weeks from the date of notification.
  - ii. For removal requests corresponding to single Works, Publisher shall notify RG of its request by sending an email to [copyright@researchgate.net](mailto:copyright@researchgate.net). RG shall use best efforts to disable access to any Publisher Preview available on the Services corresponding to that Work as soon as is reasonably practicable, and where possible within one (1) Working Day from receiving the Publisher notice. As for any Publisher Full Texts, Publisher may elect for such Full Texts to be converted to Private Author Status or disabled as soon as is reasonably practicable and where possible within one (1) Working Day from receiving the Publisher notice.
- g. RG reserves the right to remove any Publisher Content from the Services where RG has a good faith belief that continuing to display and/or host the content may expose RG to potential liability or adverse consequences.
- h. To the extent that any Publisher Content is removed, RG will be entitled to continue to use any related Publisher Data as specified in [Annex 3h](#), but only to the extent it would have been allowed by applicable laws absent this Agreement.

#### **4. Entitled Access Syndication**

- a. If applicable, RG shall provide Services for Entitled Access Syndication as described in [Annex 4](#). For this, Publisher shall provide RG with Publisher Entitlement Data corresponding to the Included Journals and as described in [Annex 4](#).

#### **5. Usage Data**

- a. Publisher shall be entitled to receive Usage Data relating to Publisher Content, as specified in [Annex 5](#). Usage Data will be shared in accordance with the Technical Integration Approach described in [Annex 3c](#).

#### **6. Fees and payment**

- a. If applicable, any fees specifically mentioned for participating the Content Syndication Program payable by Publisher to RG under this Agreement are specified in the Order. Publisher agrees to pay all applicable fees in accordance with the Payment Terms specified in the Order. Publisher must pay all invoices within 30 days after the receipt of the invoice by Publisher, in the currency specified in the invoice. Each Party shall bear any fees imposed by its own bank.
- b. Fees do not include any taxes that Publisher may be required to pay in its taxing jurisdiction(s), including but not limited to VAT taxes. Publisher will not be charged VAT if:
  - i. Publisher's taxing jurisdiction is not a Member State of the EU and Publisher takes any necessary steps to prevent RG from incurring tax obligations; or
  - ii. Publisher's taxing jurisdiction is a Member State of the EU (other than Germany) and Publisher has provided RG with a valid VAT identification number.

If Publisher's taxing jurisdiction is a Member State of the EU (other than Germany) and Publisher fails to provide RG with a valid VAT identification number, Publisher will be charged VAT.

- c. Each Party is responsible for its own tax obligations arising out of this Agreement, if any. The Parties will cooperate in good faith with respect to the creation of documentation or following processes that may be deemed necessary by both Parties in accordance with applicable tax laws.

#### **7. Intellectual property**

- a. Except for Section 7.b. below, nothing in this Agreement is intended to transfer, license, sell, or otherwise exchange any intellectual property rights between the Parties. Each Party will retain ownership of any existing intellectual property rights, such as copyrights, licenses, trademarks, and trade names, notwithstanding any uses permitted or required by the other Party under this Agreement. Both during the term of this Agreement and after termination, each Party remains free to exploit its own intellectual property rights.
- b. To the extent that this Agreement involves the storage, use, or display of Publisher Content by RG for which a license would be necessary, Publisher grants to RG for the Term a non-exclusive, royalty-free, worldwide, and non-transferable right and license to use, copy, modify, market, display, publish, perform, transmit, distribute, and/or authorize the use of the Publisher Content, for the purpose of executing or performing this Agreement. The usage rights granted to RG extend to all relevant proprietary rights, including but not limited to copyright, design, trademark, and ancillary rights. RG shall also be entitled to extract, use, and store any Publisher Data as specified in [Annex 3e](#), but only to the extent it would have been allowed by applicable laws absent this Agreement.

- c. RG owns any Usage Data, but Publisher may use any Usage Data only for its own internal purposes and with its individual authors, library customers and learned societies as provided in [Section 8](#) below. Subject to the foregoing, Usage Data will be treated as RG's Confidential Information in accordance with [Section 8](#) below.
- d. In the event that any cooperation by the Parties under this Agreement results in the creation of a protectible joint invention, each Party shall have the right to exploit and/or use that invention in connection with its own products and services, without limitation. However, the Parties shall not have the right to license to or permit use by any third parties, unless the Parties have agreed in writing that such other uses are permitted. For the avoidance of doubt, nothing in this Agreement is intended to alter any applicable laws relating to joint creations or inventions.

## 8. Confidentiality

- a. "**Confidential Information**" means information that one Party (or an affiliate) ("**Disclosing Party**") discloses to the other Party ("**Recipient**") under this Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. For the avoidance of doubt, without limiting the foregoing, the following will be deemed Confidential Information:

- business plans and strategies;
- financial or pricing information;
- product specifications;
- technical information;
- member demographics;
- organizational structures;
- Usage Data;
- Publisher Entitlement Data; and
- RG Entitlement Data;

as well as the fact that such information has been provided and any details of this Agreement.

However, Confidential Information does not include information that was already known to Recipient before its disclosure, is independently developed by or for Recipient, is lawfully given to Recipient by a third party without confidentiality obligations, or becomes public through no fault of Recipient.

- b. Recipient shall protect Disclosing Party's Confidential Information in the same manner that it protects its own information of a similar nature, but in no event with less than reasonable care. Recipient shall not disclose the Confidential Information of Disclosing Party, except to affiliates, employees, agents, or professional advisors of Recipient who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. Publisher may share Usage Data with its individual authors, library customers and related societies. RG may share the Usage Data with its Members and Users. In all cases where Recipient discloses Confidential Information in accordance with this Section, Recipient shall ensure that those people and entities with whom the Confidential Information is shared use the Confidential Information only to exercise rights and fulfill obligations under this Agreement, and that they keep it confidential. Recipient may also disclose Confidential Information to the minimum extent required by law after giving reasonable notice to Disclosing Party, if permitted by law.
- c. All Confidential Information (including copies thereof) remains the sole and exclusive property of the Disclosing Party. The Parties acknowledge and agree that nothing in this Agreement, including the disclosure of any Confidential Information pursuant hereto, will be construed as granting any rights to the information and/or

material disclosed to the Recipient, by license or otherwise, in regard to patents, copyright, trademark, trade secret, or other intellectual property or proprietary rights.

- d. Nothing in this Agreement will prohibit Recipient from developing products, services, concepts, systems, or techniques that are similar to or compete with any such products, services, concepts, systems, or techniques described in the Confidential Information of Disclosing Party, provided that Recipient does not violate any of its obligations under this Agreement in connection with such development. Each Party acknowledges and understands that the other Party may be independently creating products or services that may be similar or identical to those of the first Party, and nothing in this Agreement will be construed as restricting or preventing the other Party from creating and fully exploiting such products or services without obligation to the first Party, subject to the other Party's obligations under this Section.

#### **9. Security**

- a. To protect Publisher Content, RG shall, at all times, implement reasonable measures to maintain the security and integrity of the Publisher Content accessible on the Services and restrict access and use of the Publisher Content as required under this Agreement, including without limitation reasonably implementing patches, scanning the Services for vulnerabilities, and monitoring the proxy logs for unauthorized User access (such as multiple logins using the same id, high volume downloads, and tracking/blocking automated traffic).
- b. If RG becomes aware of any unauthorized access to Publisher Content or any breaches in the security of the Services which may result in unauthorized access, RG shall promptly take appropriate steps to prevent such access and/or breach.

#### **10. Data protection**

- a. While carrying out this Agreement, the Parties shall comply with the principles of data protection by design, data protection by default, and data minimization (Art. 5 c and 25 GDPR) and shall sign a data processing agreement if and when needed.
- b. Each Party represents and warrants that:
  - i. It shall comply with all applicable privacy and data protection laws and regulations that may be implicated by the execution and performance of this Agreement.
  - ii. To the extent that it processes Personal Data for the purposes of this Agreement, all necessary consents and waivers will be obtained, and all subsequent withdrawals will be respected.
  - iii. Unless otherwise agreed in writing, it shall not provide the other Party with any Personal Data.

#### **11. Representations and warranties**

- a. Each Party represents and warrants that: (i) it has the right to enter into this Agreement and perform its obligations hereunder; and (ii) it shall comply with any and all laws, rules, and regulations applicable to performance of its obligations under this Agreement, including but not limited to laws pertaining to export, trade compliance and data privacy. Without limiting the generality of the foregoing, each Party agrees that neither it, individually, nor anyone acting on its behalf, will violate any applicable anti-bribery laws (including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act).
- b. Publisher represents and warrants that:

- i. it has all necessary rights, licenses, and permissions to provide the Publisher Content for use in accordance with this Agreement;
  - ii. the use of the Publisher Content as authorized under this Agreement complies with all applicable laws and regulations and does not violate the rights of any third parties; and
  - iii. the Publisher Content will not contain links to digital properties (e.g. websites and applications) that will, when viewed or clicked, cause the download or delivery of any software or executable code (without effective User consent), virus, or malicious or social engineering (phishing) code or features.
- c. RG represents and warrants that the Services and all materials provided by RG under this Agreement (the “**RG Materials**”) do not infringe upon or violate any copyright, trademark, trade secret or other right or the privacy of others when used as authorized hereunder. RG makes no representation or warranty, express or implied, with respect to the subject matter hereof, and expressly disclaims the implied warranties of merchantability and fitness for a particular use. RG makes no representation or warranty: (i) that the Services will be uninterrupted or error-free; (ii) about the accuracy of any Member Profiles; or (iii) concerning the RG Entitlement Data. Notwithstanding, any warranty claims against RG under mandatory applicable law remain unaffected; any limitations of liability contained herein still apply.

## **12. Indemnification**

- a. Each Party (the “**Indemnifying Party**”) shall indemnify, defend, and hold the other (the “**Indemnified Party**”) and its officers, directors, agents, and employees harmless from and against any loss, cost, expense, claim, injury or damage (including, without limitation, reasonable attorneys’ fees and expenses) whether incurred due to third-party claims or otherwise (“**Losses**”) arising out of or in connection with any breach or alleged breach of the Indemnifying Party’s representations and warranties set forth in this Agreement.
- b. The Indemnified Party shall notify the Indemnifying Party promptly of any Losses for which it seeks indemnification and will permit the Indemnifying Party to control the defense of any third-party claim with counsel chosen by the Indemnifying Party, provided that the Indemnifying Party shall not enter into any settlement that contains any admission of or stipulation to any guilt, fault, liability, or wrongdoing on the part of the Indemnified Party without the Indemnified Party’s prior written consent. The Indemnified Party shall cooperate with the Indemnifying Party at the Indemnifying Party’s expense in the defense and settlement of any claim.

## **13. Limitation of liability**

- a. In the event of under-delivery or failure of delivery by RG of any Service or Usage Data that Publisher is entitled to receive under this Agreement, Publisher’s remedy is limited to delivery of the shortfall of Service or Usage Data.
- b. Each Party shall not be liable to the other Party for any indirect, incidental or consequential damages, including, but not limited to, loss of profit or operation (even if such party was advised of such possibility), whether such liability is based on any breach of one Party’s obligations under this Agreement, or on any negligent act or omission of one Party, its officers, directors, agents, and employees.
- c. However, each Party will be liable without limitation for damages resulting from: (i) injury to life, limb, or health which occurs due to a breach of duty by that Party or one of its legal representatives or vicarious agents; (ii) malicious conduct or gross negligence by that Party or one of its legal representatives or vicarious agents.



- d. For the avoidance of doubt, apart from the obligations specified in [Section 8 \(Confidentiality\)](#) and [Section 12 \(Indemnification\)](#), any further liability of either Party other than as set out above will be limited to a total of €10,000.

#### 14. Term and termination

- a. This Agreement will commence on the Effective Date and continue for the Subscription Period as specified in the Order. Except as otherwise specified in the Order, this Agreement shall automatically renew for an additional term of one year for each year thereafter, unless either Party gives the other written notice at least sixty (60) calendar days in advance of the relevant renewal date. If effective notice is given, the Agreement will terminate on the renewal date.
- b. Without prejudice to any right or remedy either Party may have against the other for breach or non-performance of this Agreement, either Party may immediately terminate this Agreement by notice in writing if the other Party:
- i. commits a material breach of this Agreement which is incapable of remedy or, in the case of any such breach capable of remedy, it has failed to remedy or has repeated within 30 days after receiving written notice from the other Party setting out details of the breach; or
  - ii. makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy or for reorganization or rearrangement under the bankruptcy laws, or if a petition in bankruptcy is filed against such other Party and is not dismissed within 60 days after the filing, or if a receiver or trustee is appointed for all or any part of the property or assets of such other Party or an equivalent or similar event or proceeding occurs in any jurisdiction.
- c. Upon termination or expiration of this Agreement:
- i. At the request of the Disclosing Party, the Recipient will immediately return (or destroy and not retain in compliance with best industry practices for the destruction or erasure of such information) the Confidential Information of the Disclosing Party in its possession, custody, or control.
  - ii. All rights and obligations of the Parties as set forth in this Agreement will also terminate, except for the warranties and indemnities stated herein, [Sections 7 \(Intellectual Property\)](#), [8 \(Confidentiality\)](#), [11 \(Representations and warranties\)](#), [12 \(Indemnification\)](#), [13 \(Limitation of liability\)](#), [15 \(Dispute resolution\)](#), [16 \(Miscellaneous\)](#), and any other provisions which expressly or by their nature survive such termination. Termination or expiration of this Agreement will not restrict either Party from pursuing other remedies available to it, including, without limitation, injunctive relief.
  - iii. RG shall, as soon as is reasonably practicable but within no more than four (4) weeks, disable access to any Publisher Previews available on the Services and change the visibility of any Publisher Full Texts to Private Author Status. Notwithstanding the foregoing, RG will be entitled to retain and continue to display any Publisher Full Texts classified as Open Access Content.
  - iv. RG will be permitted to retain and continue to use the Publisher Data, but only to the extent it would have been allowed by applicable laws absent this Agreement. Notwithstanding the foregoing, RG is entitled to retain and continue to display abstracts provided to RG pursuant to this Agreement provided that RG does not charge any users specifically for accessing abstracts or redistribute abstracts to any third parties. Notwithstanding the foregoing, RG will delete from its servers any Publication Figures, Publication HTML Conversion, Full-text Extraction and Publication Preview Images as described in [Annex 3h](#).

- v. The Parties shall cooperate in taking reasonable steps to minimize disruption to Users resulting from the removal of Publisher Content from the Services. Such steps may include messaging to affected Users.

#### **15. Governing law and dispute resolution**

- a. This Agreement and its interpretation will be governed by and construed and enforced pursuant to and in accordance with the laws of the Federal Republic of Germany, without regard to any principles of conflicts of laws. English language terms used in this Agreement describe German legal concepts only and will not be interpreted by reference to any meaning attributed to them in any jurisdiction other than Germany.
- b. Prior to filing any lawsuit with regard to an alleged violation of this Agreement, the Parties are required to go through an escalation and consultation process. If they fail to resolve the dispute within thirty (30) days after either Party notifies the other in writing of the dispute, then the matter will be escalated to the Chief Executive Officers of the respective Parties. They shall use reasonable efforts to attempt to resolve the dispute through good faith negotiations by telephone or in person as may be agreed in writing. If they fail to resolve the dispute within thirty (30) days after it is referred to them, and do not mutually agree in writing to extend the time for negotiation, then either Party is free to commence an action.
- c. As far as legally admissible, any dispute arising out of or in connection with the performance or the interpretation of this Agreement, which the Parties could not settle amicably as described in, shall be finally settled under the Arbitration Rules of the German Arbitration Institute (DIS) without recourse to the ordinary courts of law. The arbitral tribunal shall be comprised of 3 (three) arbitrators appointed in accordance with said Rules unless the Parties agree on 1 (one) arbitrator. The seat of arbitration is Berlin, Germany. The language of arbitration shall be English.

#### **16. Miscellaneous**

- a. All notices and other communications in connection with this Agreement shall be made to the following recipients:

**If Publisher, to the contact specified in the Order.**

**If RG, to:**

For commercial topics:

To the ResearchGate contact specified in the Order.

For other topics:

General Counsel

ResearchGate GmbH, Chausseestr. 20, 10115 Berlin, Germany

legal[at]researchgate.net

- b. The Parties shall cooperate in making any public statements regarding this Agreement. No Party shall speak on behalf of the other without the specific and written prior consent and approval of the other Party.

- c. This Agreement comprises the entire agreement between the Parties concerning its subject matter and supersedes all prior agreements, oral and written declarations of intent, and other arrangements (whether binding or non-binding) made by the Parties in respect thereof. All schedules and appendices will become an integral part of the Agreement. The headings in this Agreement are inserted for convenience only and will not affect the interpretation of this Agreement. Amendments and additions to this Agreement will be valid only if made in writing and agreed by both Parties. This also applies to any amendment to this Section. All other terms, including but not limited to terms which are implied by trade, custom, practice or course of dealing, are excluded.
- d. Should one or more provisions of this Agreement be or become invalid or unenforceable, this will not affect the validity and enforceability of the remaining provisions of this Agreement. In place of the invalid or unenforceable provision, or to fill a contractual lacuna, such valid and enforceable provision will apply which reflects as closely as possible the commercial intention of the Parties as regards the invalid, unenforceable, or missing provision.
- e. The Parties will not be liable for any delay or failure to perform any obligations under this Agreement due to cases of force majeure or other unexpected events at the time of conclusion of this Agreement. The Parties may not assign, delegate, or transfer this Agreement or their rights or obligations hereunder in any way (by operation of law or otherwise) without the other Party's prior written consent, such consent not to be unreasonably withheld. The failure of either Party to exercise, in any way, any right herein will not be deemed a waiver of any further rights hereunder.

### **Annex 3c: Technical Integration Approach**

Publisher shall provide RG with Publisher Content and Publisher Data in accordance with [Section 3](#) of this Agreement by the following technical means.

#### Publisher Content

Publisher Content provided in accordance with [Section 3](#) shall be deposited by Publisher at regular intervals (typically daily) on an SFTP server that grants each Party appropriate access and permissions. Folder structure, delivery schedule, retention times and other technical details as relevant for robust and reliable operations shall be agreed upon by both Parties in good faith. RG will pull content deliveries at regular time intervals (typically at least daily) and import content into the platform in accordance with this Annex. RG may request re-delivery of previously delivered content if necessary.

#### Publisher Entitlement Data

Publisher Entitlement Data provided in accordance with [Section 4](#) shall be transmitted by Publisher to RG using a modified Google subscriber link feed with institutional identifier (ROR ids) as additional data. The introduction of institutional identifiers known and common to both Parties is intended to facilitate mapping of proprietary customer and/or institution ids for the purpose of augmenting RG Entitlement Checks and to facilitate reporting of Usage Data. Both Parties will work in good faith to determine the appropriate (set of) institutional identifier(s) to best enable the technical integration.

Both Parties will work together to provide mappings of appropriate precision and coverage of their respective proprietary customer/institution IDs to ROR ids..

#### Included Journals

Publisher shall provide RG with data on Included Journals to enable accurate import and display of Publisher Content on the Services. This must include at a minimum:

- Full official name of the journal as it should be displayed on the Services.
- Print and electronic ISSN for each journal.
- Publisher logo and other branding elements applicable to each Included Journal.

Such data shall be provided via SFTP.

#### Usage Data

RG shall provide Publisher with Usage Data in accordance with [Section 5](#) of this Agreement by the following technical means:

RG will provide Publisher with COUNTER 5 compliant requests and investigations in line with the following:

- Daily, idempotent delivery of complete days
- SFTP pull from RG server or SFTP push to publisher server

The Parties will work together in good faith to find improved ways of exchanging Usage Data in accordance with [Section 5](#) of the Agreement.

### Annex 3e: Platform Integration

RG shall upload Publisher Content to the Services using the “standard” mechanisms RG has for ingesting and processing content, to ensure, among other things, efficacy of content discovery channels and loops, and allow for simpler analysis of usage and calculation of Usage Data.

The Platform Integration may include:

- Identification of the institution or journal responsible for making a Publisher Full Text or Publisher Preview available to an Entitled or Non-Entitled User.
- Information on a Publication Detail Page notifying any Claimed Authors that their Work is included in the Content Syndication Program.
- Information on the Platform explaining to Users the nature of the Content Syndication Program, including FAQ in RG’s Help Center.
- Direct links to a dedicated webpage operated and controlled by Publisher that provides information about Users’ rights with respect to Publisher Content.
- Messaging that makes Entitled Users aware that their use of Publisher Content is governed by the terms of their institution.
- A direct link in RG’s standard Full Text upload flow to a page in RG’s Help Center that contains direct links to educational materials hosted on web pages operated and controlled by Publisher.

Where a Publication Detail Page contains more than one Full Text, only one Full Text can be viewed by a User on the Publication Detail Page at a time. Where a Publication Detail Page contains more than one Full Text, the default priority for presenting the available Full Texts to the User shall be as follows:

	Priority	Downloadable?
<b>Entitled Users (excluding Open Access Content)</b>	1. Publisher Full Text	Yes
	2. Author-uploaded Full Texts, if any	Yes
<b>Non-Entitled Users (excluding Open Access Content)</b>	1. Author-uploaded Full Texts, if any	Yes
	2. Publisher Preview	No
<b>Open Access Content only</b>	1. Publisher Full Text	Yes
	2. Author-uploaded Full Texts, if any	Yes
	3. RG-uploaded Full Text, if any	Yes

Both Parties shall cooperate in good faith to adjust this default priority in order to serve the goals of this Agreement and for the mutual benefits of both Parties, their users and customers.

### Annex 3h: Publisher Data

The Publisher Data shall include any data that can be extracted from Full Texts and data provided by Publisher to RG as part of this Agreement, including but not limited to that listed below. This list may be updated from time-to-time.

Extraction Type	Schema
Publication Citations	<ul style="list-style-type: none"> <li>● displaycitation - the citation string extracted.</li> <li>● assetlocations - coordinates to where the citation is in the PDF.</li> <li>● structuredcitation - extracted individual elements from the displaycitation: <ul style="list-style-type: none"> <li>○ doi - DOI of the referenced material.</li> <li>○ title - title of the reference material.</li> <li>○ publicationDate - when the referenced material was published</li> <li>○ pages - pages within the material that was referred to.</li> <li>○ isbn - ISBN of the reference.</li> <li>○ issn - ISSN of the reference.</li> <li>○ volume - volume of the reference.</li> <li>○ issue - issue of the reference.</li> <li>○ publicationtype - type of referenced material e.g. book, article, thesis, dataset, poster, code...</li> <li>○ authorships - authors of the material being referred to.</li> <li>○ Article - Article details including journal name, volume, issue &amp; number.</li> </ul> </li> <li>● citationcontexts - optional text snippets from where the citation was referenced in the PDF with a citation marker e.g. “[3]”.</li> <li>● referencesymbol - this describes the Symbol of this reference, used to point to this citation e.g. a number in sequentially</li> <li>● numbered citations.</li> <li>● referenceordinal - this describes the index of the reference extracted in the citation section of the publication.</li> </ul>
Publication Figures	<ul style="list-style-type: none"> <li>● elementid - PDF anchor name of the figure.</li> <li>● title - optional title of the figure.</li> <li>● caption - extracted caption associated with the figure.</li> <li>● captionassetlocations - coordinates within the PDF where the caption was found.</li> <li>● ordinal - sequential number of the order that the figures appear in the PDF.</li> <li>● assetlocations - coordinates for where the figure is found in the PDF</li> <li>● kind - is it a table or a figure.</li> <li>● figurecontexts - a list of contexts where the figure was (possibly) references in the text. how a figure was referenced in a</li> <li>● PDF. The context contains the position and the snippet of text itself where the figure was mentioned.</li> </ul>
Publication HTML Conversion	<ul style="list-style-type: none"> <li>● html - a generated HTML code that renders to look exactly like the original PDF.</li> </ul>
Full-text Extraction	<ul style="list-style-type: none"> <li>● pages - an array of unformatted text strings, each array element containing the text for that PDF page.</li> <li>● sections - an array of unformatted text strings, each array element containing the title and the text for that section.</li> </ul>
Topic Indexing	<ul style="list-style-type: none"> <li>● a representation of the scientific topics represented as vectors in topic space</li> </ul>

	<ul style="list-style-type: none"> <li>○ topics of the overall publication</li> <li>○ topics of title and abstract</li> <li>○ topics of individual pages</li> <li>○ topics of individual sections</li> </ul>
Publication Metadata Extraction	<ul style="list-style-type: none"> <li>● title - the title of the publication.</li> <li>● abstract - the abstract text.</li> <li>● authorships - structured list of authors of the publication, including <ul style="list-style-type: none"> <li>○ author names</li> <li>○ author identifiers (like ORCID)</li> <li>○ affiliation</li> </ul> </li> <li>● dates - the dates on which the publication was received, accepted, and published (electronically and in print).</li> <li>● doi - DOI for the publication.</li> <li>● journal information - structured information about the journal the publication was published in, including <ul style="list-style-type: none"> <li>○ issns (electronic and print)</li> <li>○ name</li> <li>○ volume</li> <li>○ issue</li> </ul> </li> <li>● funding information - awards and funding sources</li> </ul>
Keyword Extraction	<ul style="list-style-type: none"> <li>● One record per extracted keyword (from our keyword pool) found in the publication text. <ul style="list-style-type: none"> <li>○ count - the number of occurrences of this extracted keyword in the document.</li> <li>○ documentlength - the total number of word tokens.</li> <li>○ Contexts - identifies each position within the document that the keyword was found. The position is an integer based on</li> <li>○ the word token number.</li> <li>○ Termname - the name of the keyword from our dictionary which was matched to tokens in the PDF text.</li> </ul> </li> </ul>
Publication Preview image	<ul style="list-style-type: none"> <li>● Image binary data of the "screenshot" of the PDF first page.</li> </ul>
Publication License Extraction	<ul style="list-style-type: none"> <li>● licenseid - ID for the identified license pointing to an internal collection of all recognized Licenses.</li> <li>● userLicense - possibly author-custom license text part.</li> <li>● startDate - from when the license is active (as written in the publication).</li> </ul>

#### **Annex 4: Entitled Access Syndication**

1. Publisher shall provide RG with Publisher Entitlement Data corresponding to the Included Journals. The Publisher Entitlement Data must consist of at least the following information for each participating institutional customer:
  - Institution name
  - Institution customer ID number
  - Institution location
  - Institution web domains
  - Address ranges for IP recognition, where applicable
  - All ISSNs participating in the Content Syndication Program to which the institution is subscribed
2. The Parties may mutually agree at any time to expand the information comprising the Publisher Entitlement Data.
3. RG will match the Publisher Entitlement Data with its internal institution database. Members' Institutional Affiliations are also connected to this database. RG will use the Publisher Entitlement Data in conjunction with RG Entitlement Data to perform an RG Entitlement Check in order to determine what content a User can access in relation to a Publication Detail Page included in the Content Syndication Program. For the avoidance of doubt, Open Access Content will not be subject to the RG Entitlement Check.
4. If a User is deemed to be an Entitled User based on the RG Entitlement Check, they will have access to a Publisher Full Text. If a User is deemed to be a Non-Entitled User based on the RG Entitlement Check, they will only have access to a Publisher Preview, but not a Publisher Full Text. Any Claimed Authors will automatically be treated as Entitled Users for the purposes of that Publication Detail Page. In the future, the Parties may identify additional User groups who may automatically be deemed to be Entitled Users.
5. In the event of a complaint from a User regarding an RG Entitlement Check or the Content Syndication Program, RG shall take this up at first level through its Customer Support team. For second level support, the Parties will cooperate in good faith on a solution, which may include referring individual cases to Publisher for review and direct contact with the User.
6. The Parties will cooperate in good faith to identify ways to improve the accuracy and efficiency of the RG Entitlement Check. RG may, in its sole discretion, independently develop and/or implement additional information, features, or signals, to increase accuracy and efficiency of the RG Entitlement Check. Implementation of any changes or improvements, including increasing the amount of data comprising the Publisher Entitlement Data, shall require RG's prior approval.



## Annex 5: Data Reporting

### 1. Usage Data

For Publisher Content included in the Content Syndication Program, RG shall report Usage Data to Publisher in accordance with Section 3 below. Access to Usage Data depends upon the type of Service selected from those listed in Section 2 of this [Annex 5](#), and may be subject to a fee, as specified in [Annex 6](#).

The following measures apply to all Usage Data:

- The Usage Data complies with the COUNTER 5 Code of Practice.
- Before providing Usage Data to Publisher, RG shall transform raw usage events into deduplicated data. RG shall apply bot filtering, double-click filtering, and unique metric processing. The resulting Usage Data will be unaggregated and deduplicated (that means, it will contain the timestamp of the usage, type of usage, customer/institution id, DOI and ISSN).
- RG shall provide Usage Data on the granularity levels of overall usage and institutional usage.
- Usage Data is institutionally attributed where applicable. I.e., usage data contains information about the reader's institution (publisher customer), but does not contain any identifying information about the individual reader or Personal Data.

### 2. Data Available by Tiers of Service

The following table indicates the tiers of Usage Data associated with content syndication options.

	VoR Hosting	Entitled Access Syndication
<b>Tier 1</b>	Deduplicated, unaggregated COUNTER investigations and COUNTER requests for Publisher Content, broken down by: <ul style="list-style-type: none"><li>• Institutional affiliation (by ROR IDs)</li><li>• Country</li></ul>	In addition to VoR Hosting (Tier 1) Data, includes a breakdown of such data based upon Publisher's existing institutional customers.

### 3. Usage Data to be provided under this Agreement

Once the Publisher has provided Publisher Content and RG has implemented such content, RG shall provide Usage Data corresponding to the type of Publisher Content provided by Publisher.