

YEAR

[YEAR]

[ESTABLISHMENT]

And

[PUBLISHER OR DISTRIBUTOR]

COUPERIN LICENSE AGREEMENT [PRODUCT NAME]

LICENSE AGREEMENT

[PRODUCT NAME]

Between

[ESTABLISHMENT FULL LEGAL NAME]

[FULL ADDRESS]

SIRET Number:

APE (Principal Activity) Code:

Intra-Community VAT:

represented by its [TITLE: CHAIRMAN OR DIRECTOR], [NAME OF CHAIRMAN OR DIRECTOR]

Hereinafter referred to as the “Subscribing Member”

and

[FULL LEGAL NAME OF PUBLISHER OR DISTRIBUTOR]

[FULL ADDRESS]

(Hereinafter referred to as the « Licensor »)

Represented by

[REPRESENTATIVE NAME]

[REPRESENTATIVE TITLE]

License Number _____

This license agreement (hereinafter referred to as the « Agreement ») between the Licensees and the Licensor is established for a duration of [x] years starting from the [DATE] (hereinafter referred as the « Date of entry») to [DATE].

This license agreement has been drafted along the model of contract intended for e-journals by the Couperin consortium.

This agreement is to be concluded following a negotiation conducted by the consortium.

Owing to the mutual agreements herein stated and of a tangible contribution deemed as received and sufficient, the parties hereby agree on the following clauses:

1. PREAMBLE

This license Agreement provides online access to the licensed resource as listed in appendix 2.

The Licensor offers, through the Internet, e-versions of copyright documents. The resource consists in [SHORT DESCRIPTION OF THE RESOURCE COVERED BY THE AGREEMENT; *example: e-journals with multimedia supplement, e- reference works, e-books, books with e-components*] (hereinafter referred as « Content published by [NAME OF THE PUBLISHER OR DISTRIBUTOR »). See appendices for the list of journals, works or modules which the supplier commits to providing access to during the term of any subscription. .

This resource is available [SHORT DESCRIPTION OF THE SYSTEM OR OF THE PLATFORM] (hereinafter referred as « [NAME OF THE SYSTEM] »).

At the request of the Subscribing Member, the purpose of this license Agreement is to provide Licensees with access to e-versions of the products listed in Appendix 2.

The « Agreement » shall refer to this document and its appendices as listed below in decreasing order of importance:

1. (if applicable) The CCAP (Special Conditions of Contract) and the CCTP (Technical Specifications of Contract) (*for order groupings*)
2. (if applicable) The CCAG (General Conditions of Contract) (*for order groupings*)
3. The License
4. The appendices
5. The Licensor's terms and general conditions of sale
6. In the event of contradiction between the different documents, the high level document shall prevail for the obligation involved.

2. DEFINITIONS

In this Agreement, the following terms, whenever used, shall have the following meaning as defined below:

« **SUBSCRIBING MEMBER** »: herein [ESTABLISHMENT NAME] is the « Subscribing Member ».

« **AUTHORIZED USERS** » For the purposes of this Agreement, the « Authorized users » of the Licensor are the following persons:

- Students in initial and continuing education; students on internship in the establishment, in the framework of an internship agreement; students enrolled in the establishment and partly studying in another establishment; PhD students in a jointly-approved doctorate with partner establishments.
- Researchers-lecturers members of the faculty of the « Licensee's » establishment, wherever they work; staff temporarily in charge of teaching in the establishment; researchers from another establishment invited by the establishment within an agreement, over the period covered by this agreement.
- The establishment's permanent staff, wherever they work.
- Anyone with official library registration, whether as part of an agreement, or as an individual, provided he/she is registered into the e- directory of the company client.
- Visitors or walk-in users may access the resource only from computers on the establishment premises.

« **LICENSED RESOURCE** »: the licensed Resource covered by this Agreement is detailed in Appendix 2 attached to this Agreement (hereinafter referred to « Licensed Resource »).

« **PEDAGOGICAL PURPOSE** »: refers to pedagogical, teaching, e-learning, private study or research purposes

« **INTELLECTUAL PROPERTY** »: refers to trademarks, patent applications or granted patents, copyright, design rights, property rights to intellectual works, derivative works or any other protection element of intellectual creation.

« **SECURE NETWORK** »: refers to a network that can only be accessed with secure sign-on.

« **SECURE ACCESS** »: refers to the authorized users' controlled access to the licensed resource:

- Through the domain name(s) and the specific categories of Internet Protocol ("IP") addresses mentioned by [the Subscribing Member] in Appendix 3
- And/or through users' names and passwords.

Also refers to the authorized remote users' secure or on-the-go access, from any location in and outside the establishment premises.

Remote access, secure and « on-the-go », is controlled by [the Subscribing Member] with a SSO (Single Sign On) system via proxy-type servers or any other identification and authentication such as access control systems to subscribed web services (identity federation by the Shibboleth¹ protocol).

It may also refer to any sign-on system that could be developed in the future and would be approved by the Licensor and [the Subscribing Member].

« **ACCESS RIGHTS** »: refers to the rights paid by the [Subscribing Member] to access the licensed resource and use it.

« **METADATA** »: structured set of technical, management and descriptive information attached to a data item, used to describe the characteristics of the Data with a view to facilitating its retrieval, management, consultation, use or preservation. (The minimum list of expected information will be specified in the appendix).

« **COMMERCIAL USE** »: refers to the use of the licensed resource with the aim of deriving some benefit (from or for [the Subscribing Member] or an authorized user) through the sale, re-sale, loan, rental or any other form of use of the licensed resource.

Neither the access rights nor the payment of a financial contribution by the authorized users [to the Subscribing Member], nor the use by [the Subscribing Member] or the authorized users of the licensed resource as part of some research work funded by a commercial organization are not considered as commercial uses.

« **SUBSCRIPTION DURATION** »: refers to the time during which access to the licensed resource as described in Appendix 2 is available.

¹ Described in <https://incommon.org/software/shibboleth/>

3. AGREEMENT

The parties have agreed on the following Agreement:

Article 1. CONTENTS OF THE LICENSED RESOURCE; LICENSING

1.1 The Licensors herein grants [the Subscribing Member] the non-exclusive right to use the Licensed Resource and to allow Authorized users to access the Licensed Resource through the [Subscribing Member's] secure network in accordance with this Agreement.

1.2 [The Subscribing Member] acknowledges that the Licensed Resource is protected by copyright or by the right on databases. All rights not expressly granted on a specific basis [to the Subscriber] are expressly reserved.

1.3 If [the Subscribing Member] provides public access to its library collection, he may also provide access and authorize reproduction of the Licensed Resource by members of the public for study or research purposes.

Article 2. AUTHORIZED ACCESS

2.1 The Licensors provides controlled access to the licensed resource through the domain name(s) and the specific categories of Internet Protocol ("IP") addresses mentioned by [the Subscribing Member] in Appendix 3 and / or through users' names and passwords.

2.2 The Licensors allows secure and « on-the-go » remote access, from any location in and outside the establishment premises.

Remote access, secure and « on-the-go », is controlled by the [Subscriber] with any identification and sign-on such as, for instance, VPN products, SSO (Single Sign On) systems, LDAP directories, associated with any type of proxy servers or via any other access control systems to subscribed web services such as identity federations following, for instance, the Shibboleth² protocol).

Article 3. AUTHORIZED USE

3.1 The Licensors allows the Authorized users:

3.1.1 to browse, search, query, visualize separate articles or résumés for teaching or personal use;

3.1.2 to download and save separate articles or résumés; data and statistics; to print copies of articles, chapters from individual works or résumés

Reproduction and saving are limited to a reasonable number of single copies of separate articles. Authorized users shall not be allowed to print and save a whole document (journal or book);

3.1.3 to send researchers colleagues separate articles outside the institution [of the Subscribing Member] for non-commercial research use.

3.1.4 to occasionally and non-systematically share limited amounts of the Licensed Resource with unauthorized persons, with a view to joint research work or for studying purposes without any commercial publication purpose;

3.1.5 to only use a reasonable amount of the Licensed Resource as a contribution to lecture material or other teaching aids, including partial reproduction of the licensed resource on dedicated or digital media.

² Described in <https://www.internet2.edu/products-services/trust-identity/shibboleth/> (visited 08/09/2023), <https://services.renater.fr/federation/introduction/la-federation-education-recherche/fer-idps> (visited 08/09/2023),

The aforementioned granting of rights covering lecture material shall apply to the corresponding print publications of the Licensed Resource prior to the date of implementation of the License as provided by this Agreement. The Licensor grants users the possibility of working collaboratively on these documents.

This shall apply to lecture material and other teaching aids under non-digital and unprinted format such as Braille;

3.1.6 to use print or digital extracts from the licensed resource in academic papers such as theses or master's dissertations, including reproducing those papers for individual use or library deposit. Print or digital copies of those works may be provided, when appropriate, to the sponsors. Each extract shall provide all the necessary information concerning the source, title and author.

3.1.7 to perform any Data and Text Mining activities on available data for academic research purposes, in compliance with the law dated October 7th 2016³, namely the French Law for a Digital Republic and the november 24 2021 'ordonnance n° 2021-1518³.

To that purpose, to continuously and automatically access the licensed contents in order to extract, index and/or process data from the resource, download and integrate the results on a server used for the authorized users' text-mining system, to circulate the Data and Text mining research results. The rights granted for Text & Data mining activities shall abide by the provisions of the Decree implementing the law dated October 7th 2016.

3.2 PEB (inter-library loan service)

The electronic format of the Licensed Resource may be used as inter-library loan resource (herein referred to as « PEB ») by which the licensed resource (articles, chapters) may be printed and the print copies mailed by post, fax or through a service using a fax to meet the PEB demands from any university, research or other non-commercial library.

The PEB (inter-library loan service) through secure electronic transmission is authorized. The transmitted files shall include copyright notices and comply with copyright legislation.

3.3 Research *via* a web portal

[The Subscribing Member] may design and deploy collaborative tools such as document/resource portals or Discovery tools described in a technical notice providing the necessary elements to control access limitations (Appendix 3 of the Licensed Agreement) to the Licensed Resource.

The Licensor shall do its utmost to facilitate interoperability between the holder's and [the Subscribing Member] database through link solvers and shall particularly be committed to passing on all the information required for adequately referencing the Licensed Resource to those tool designers.

3.4 The Licensor shall submit its editorial policy in Romeo Sherpa⁴ concerning the deposit of materials in open Archives whether in self-archiving by the authors or as Open Access publications.

3.5 Use of an anti-plagiarism software or platform

When [the Subscribing Member] has installed an anti-plagiarism software in his establishment or if he uses the services provided by an anti-plagiarism platform, he is authorized to use data from the Licensed Resource in order to develop the "knowledge base" that will enable comparing students' works (electronic Master's papers and theses) with those data.

³ <https://www.legifrance.gouv.fr/jorf/id/JORFTEXT000044362034>

See also : <https://www.ouvrirlascience.fr/la-fouille-de-textes-et-de-donnees-a-des-fins-de-recherche-une-pratique-confirmee-et-desormais-operationnelle-en-droit-francais/>

⁴ <http://www.sherpa.ac.uk/romeo.php>

3.6 DRM (Digital Rights Management): the provider shall not install any technical protection measures on the Licensed Resource. He shall by no means hinder the use of the resource available under the agreement, particularly the export and downloading functions.

3.7.1 Privacy: The licensor shall comply with the CNIL (National Data Protection Authority) recommendations concerning the protection of personal data

General Data Protection Regulation (GDPR⁵)

We recall in particular that the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, provides in its art 5 "Personal data must be collected for specified, explicit and legitimate purposes and not further processed in a way incompatible with those purposes; " and (art 46) that "In the absence of a decision under Article 45(3), the controller or processor may transfer personal data to a third country or to an international organization only if it has provided appropriate safeguards and on condition that the data subjects have enforceable rights and effective legal remedies. "

Both parties shall comply with all requirements of the Data Protection Legislation applicable to their role as Processor or Controller, as the case may be. This Agreement is in addition to, and does not release, waive or replace, either party's obligations under the Data Protection Legislation.

3.7.2 The Licensor undertakes to disable for authorized users of the present contract all data collection, analysis, profiling and aggregation systems present on their systems for profiling purposes, for example through the use of cookies, IP addresses, device fingerprinting technologies or similar technologies that enable the tracking of user behaviour, with the exception of the recording of information in server transaction logs for the purpose of providing a statistical information service provided for in the contract, where applicable.

Article 4. ARCHIVING RIGHTS

4.1 The Licensor acknowledges the [Subscriber's] right to own and to hold in perpetuity the subscribed Resource as described in the Agreement and listed in Appendix 2. Those rights and the way they can be exercised are described below (herein referred as « Archiving Rights»).

4.2 [The Subscribing Member] may make an (1) electronic copy of the whole License Resource, as well as a (1) printed copy, from electronic versions of the Licensed Resource, kept for saving or archiving. This local archiving right is authorized for the subscribed Resource as listed in Appendix 2.

4.3 In the event of the cancellation of some of the Resource subscribed by the [Subscribing Member], the resource subscribed previously may be made available to the Authorized users under the same modalities and conditions as stated in the agreement. The Licensor also agrees to provide an uninterrupted access to the Resource previously subscribed as long as the Licensor is entitled to do so and that the [Subscribing Member remains a party to the Agreement] (that is to say the [Subscribing Member] retains the subscribed access to some of the Licensed Resource under the terms of the Agreement).

4.4 Should the Agreement end at the expiry of its period of validity, hence by the interruption of the payment for the access to the Resource published by the Licensor, the latter shall provide [the Subscribing Member] and the Authorized users uninterrupted access to the subscribed Licensed Resource, published during the subscription year(s) for [X] extra years without any additional charge. The Licensor shall provide an archive digital copy on a digital storage media mutually agreed. Uninterrupted access for exclusively electronic contracts that did not bear any previous mention of a printed collection shall be negotiated on a case-by-case basis. The foregoing provisions shall apply as long as [the Subscribing Member] continues to meet its obligations concerning the security and the Agreement use limitations under current legislation

⁵ [https://eur-lex.europa.eu/legal-content/FR/TXT/HTML/?uri=CELEX:32016R0679R\(02\)&qid=1528814703534&from=en](https://eur-lex.europa.eu/legal-content/FR/TXT/HTML/?uri=CELEX:32016R0679R(02)&qid=1528814703534&from=en)

4.5 [The Subscribing Member] shall be allowed to upload archive materials in his own system and to ensure dissemination to the Authorized users, in keeping with Appendices 1, 2 and 3.

4.6 National archiving right: see Appendix 4

Article 5. SPECIFIC USE LIMITATIONS CONCERNING THE LICENSED RESOURCE

5.1 Neither [the Subscribing Member] nor its Authorized users may modify, adapt, transform, translate or create some derivative work on any medium on the basis of or including some content from the Licensed Resource, or use such resource in any other way that might infringe copyright or any other related property rights. Removing, masking or altering in any way all copyright, trademark or other proprietary notices, author's comments or disclaimers included by the Licensor in the Licensed Resource are forbidden. [The Subscribing Member] shall publish appropriate notices and take reasonable measures to ensure that the Authorized users have been notified of the conditions of application of copyright legislation and of the limitations under the Agreement concerning reproduction, use and dissemination of the Licensed Resource.

5.2 Publishing articles, chapters, booklets or full books on institutional or personal websites is prohibited.

5.3 Using the Licensed Resource, either directly or indirectly, for any of the following purposes is not permitted:

5.3.1 Systematic or bulk reproduction whether for non-lucrative or commercial use or against payment or freely.

5.3.2 Re-dissemination, resale or sub-licensing in any manner including in relation with a paid service except as described in Appendix 1.

5.3.3 The provision or systematic dissemination of single or multiple copies, whatever their format, to anyone who is not an Authorized user.

5.3.4 The dissemination of part of the Licensed Resource on any electronic network other than [the Subscribing Member's] secure network.

5.4 Using part of or the whole Licensed Resource for profit (whether by [the Subscribing Member] or any Authorized user) through/by the sale, transfer or any other form of exploitation of the Licensed Resource requires the Licensor's express authorization. The reproduction or mass dissemination of print or electronic copies of the Licensed Resource for commercial or marketing purposes is specifically forbidden.

5.5 Using a robot or a website vacuum is strictly prohibited.

The use of artificial intelligence is authorized for teaching and research purposes. Artificial Intelligence“ means: ‘an automated system that is designed to operate at different levels of autonomy and can demonstrate adaptability after deployment, and which, for explicit or implicit purposes, infers from the inputs it receives how to generate outputs such as predictions, content, recommendations or decisions that can influence physical or virtual environments’ (IA Act, EU Regulation 2024/1689)”. The term “Generative Artificial Intelligence” refers to processing that enables content to be produced by interaction in an original arrangement, with the exception of content transformation systems (summarization, automatic translation, image quality enhancement, grammatical and stylistic enhancement, etc.), using Large Language Model technology or its derivatives. It is forbidden to use a third-party generative AI system outside a closed, secure environment. Processing must be carried out

for the sole benefit of the rightful owner and authorized users. It is forbidden for a commercial company to gain access to content, or to hinder the proper use of content.

Article 6. THE LICENSOR'S OBLIGATIONS

6.1 From the subscription date, the Licensor shall provide [the Subscribing Member] and the Authorized users with the Licensed Resource in digital format.

6.2 The Licensor shall do its utmost to guarantee the [Subscribing Member] uninterrupted online access and continuous provision of the Licensed Resource in accordance with the Agreement and to restore access to the Licensed Resource as soon as possible in the event of some service interruption or suspension due to the Licensor's server failure.

Licensor guarantees an average uptime of 98% per year, with the remaining 2% including maintenance and repair work performed at times that cause the least inconvenience to Subscribers.

Non-compliance with the functional guarantee referred to in the above paragraph for a continuous period **exceeding seventy-two (72) consecutive hours, or a period exceeding 8 cumulative days per year**, shall result in Licensor being liable to the Subscriber(s) concerned for a penalty as calculated in the following paragraph, without prejudice to the right of the Subscriber(s) concerned to terminate his or her Subscription(s) fifteen (15) days after formal notice to re-establish access to the Subscriptions that has remained unfruitful.

The amount of the penalty is calculated by applying the following formula: $P = R * M / 365$

P = the amount of the penalty in euros, R = number of days of lack of continuous access to the Subscriptions starting from the 4th day of lack of continuous access or the 9th day accumulated in the year.

M = annual amount due by the Subscriber. The amount taken into account is that of the year during which the lack of access is noted.

Despite the foregoing, Licensor shall not be liable for any interruption in access to the Subscriptions if such interruption results from (i) malfunctioning of the relevant Authorized Users' hardware or software or lack of backup, anti-virus or other appropriate protection or (ii) improper or unintended use of the Services by Subscriber or an Authorized User (including failure to install any updates recommended by Licensor).

6.3 The Licensor reserves the right to withdraw from the Licensed Resource a resource or part of a resource whose publishing rights he no longer holds or which he reasonably suspects of infringing copyright or of being illicit in another way. Written notice of such a withdrawal shall be given by the Licensor.

In the event of withdrawal of part of the Licensed Resource as mentioned in appendix 2, a price review shall be initiated based on the actual price of the number of resources withdrawn from the catalogue.

6.4 During office hours, the Licensor provides the Authorized users with a help-desk and support service by e-mail, telephone and/or fax, including an e-mail response service to questions related to the use, functionalities and contents of the Licensed Resource. Response must be provided within 24 hours.

6.5 The Licensor is committed to providing [the Subscribing Member] with documentation about its e-products. . The Licensor allows [the Subscribing Member] to copy the documentation for Authorized users, provided it is full reproduction and that it bears the mention of the property of the Licensor.

6.6 The Licensor shall endeavour to be compatible with Open URL.

6.7 The Licensor shall do its utmost to be compatible with W3C standards.

6.8 The Licensor shall do its utmost to provide the descriptive metadata of the resource acquired under standard format as well as of metadata updates.

6.9 The Licensor is compatible with TRANSFER⁶ code and practices.

6.10 The Licensor authorizes [the Subscribing Member] to partially or fully unsubscribe and substitute titles within the licensed resource.

6.11 Usage data of the Licensed Resource shall be collected every month by the Licensor and shared with [the Subscribing Member] in compliance with the applicable privacy protection legislation and written provisions regarding the confidentiality of the parties. The data shall be available on the Internet on a site to be accessed by user name and password. Shared usage data shall comply with the latest COUNTER release.

6.12 Data describing content packages (of e- journals and e-books) shall be provided for at every content update on the Licensor's platform. They will be available on the Internet on a public website in compliance with the KBART⁷ norm/

NISO RP-9-2014 for journals and e-books, MARC format for records for e-book titles. Records must include all available bibliographic information; characters must use UTF8 encoding.

Licensor agrees to provide Users with metadata documentation.

The Licensor grants the beneficiaries the right to modify the format of the Metadata and to enrich it by adding content or links. The metadata may therefore be integrated into all union catalogs (for example, the SUDOC and WorldCat) and the national knowledge base BACON.

The Licensor undertakes to ensure that a permanent URL is assigned to each Title in the Database.

6.13 In the case of articles published in hybrid journals (along the « author pays » principle), the Licensor shall scale down the subscription fee taking into account the amount of Open Access articles published.

6.14. Information duty: The Licensor is committed to providing certificates evidencing intellectual property and commercial redistribution of the Licensed Resource.

The Licensor shall keep the Licensee informed of any modification concerning the database content, by giving him the detailed and comprehensive list of the new resource available and of the resource withdrawn at a date agreed upon by the two parties.

6.15. Publishing Data

In addition to access by each institution to its own data, consortial access will be provided free of charge to (Couperin and/or ABES and/or Inist) to enable it to access details by institution as well as totals for all Couperin/ESR French members / France as a whole for data relating to overall publishing activity.

The supplier will send the consortium each year :

Supplier's overall publication activity:

- The total number of articles published by the supplier in subscribed content
- The total number of subscription-only articles published
- The total number of open access articles published in hybrid journals
- The total number of articles published in full open journals
- The distribution by CC-BY license type of articles published in open access.

Data relating to the publisher's roadmap for a transition to full open access: number and proportion of hybrid journals converted to full open access, number and proportion of hybrid and full open access journals in relation to the total number of new journals created, proportion of open access articles in relation to the total number of articles published, evolution over five years of the proportion of articles published in full open access journals, compliance with transition milestones and targets.

⁶ http://www.uksg.org/sites/uksg.org/files/TRANSFER_Code_of_%20Practice_April08.pdf

⁷ Available on https://groups.niso.org/apps/group_public/download.php/16900/RP-9-2014_KBART.pdf

Publications linked to the French higher education and research :

Publication activity: list of articles where at least one of the authors is affiliated with a French institution, with the option of filtering for articles where the corresponding author is affiliated with a particular institution. Data to be provided by year of publication: DOI, title of article/chapter, authors, ORCID, affiliation, title of journal, ISSN, nature of journal/book (subscription only, hybrid, pure Open Access), indication of article publication mode (OA, non-OA), associated license (copyright, Creative Common with indication of license used).

Creative Commons publishing licenses chosen by authors and proportion of articles published under CC BY license.

APC expenditure: list of articles whose corresponding author is affiliated with a French institution and amount of publication fees actually paid. The data collected will be used in part for the annual publication of French APC expenditure on Open APC website, and to feed the French system for rapid and transparent monitoring of publication expenditure (APC and related costs).

Data to be provided: DOI, ORCID, amount paid excluding and including VAT, discount rate, author, affiliation, establishment invoiced.

A verification period for a NN duration will be scheduled to validate receipt of the data supplied. In the event of a defect, new supplies must be organized, leading to a new verification period of the same duration.

Article 7. [THE SUBSCRIBING MEMBER'S] OBLIGATIONS

7.0.1 Only Authorized users shall be granted a password or any other access by [the Subscribing Member]; he shall do his utmost to ensure that Authorized users do not disclose those passwords or other access modalities to a third party.

7.0.2 [The Subscribing Member] shall provide the Licensor with a valid list of IP addresses to be updated at intervals decided on and validated by the two parties.

7.0.3 [The Subscribing Member] shall do its utmost, including by resorting, but without limitation, to secure sign-on, to ensure that only Authorized users are allowed to access the Licensed Resource.

7.0.4 If any usage of the Licensed Resource or any access to the resource is found to be contrary to the provisions of the Agreement, [the Subscribing Member] shall inform the Licensor, take all feasible steps to put an end to the usage or access and shall help the Licensor to terminate these practices.

7.0.5 [The Subscribing Member] shall not be held liable to the Licensor for failing to have any Authorized user fulfill the Agreement terms to the extent that [the Subscribing Member] did not willfully or inadvertently facilitate or encourage this failure to perform nor allow such failure to continue after being actually notified.

7.1 [The Subscribing Member] acknowledges that protecting the integrity of the Licensed resource provided by the Licensor, including limitations in reproduction, usage and dissemination such as laid out herein, and ensuring that the usage of the Licensed Resource is limited to Authorized users are important obligations. [The Subscribing Member] recognizes the Licensor's right to monitor the access to and the usage of the Licensed Resource in order to detect its misuse and to inform [the Subscribing Member]. In the event that an Authorized user misused some Licensed Resource in any manner, [the Subscribing Member], upon the Licensor's request, shall terminate the Authorized user's access to the Licensed Resource. The Licensor shall not take action to terminate access to the Licensed Resource without giving [the Subscribing Member] a prior 30-day notice to allow the latter to do its utmost in order to put an end to the misuse.

7.2 [The Subscribing Member] shall do its utmost to notify Authorized users of any current intellectual property right or of any other right applying to the Licensed Resource. [The Subscribing Member] shall do its utmost to prevent counterfeiting of any/all intellectual property right or any other infringing of the Licensor's rights related to the Licensed Resource. [The Subscribing Member] shall account to the Licensor for any right counterfeit or infringement detected and shall contribute to taking appropriate action in order to avoid further offences.

Article 8. PRICES

8.1 [The Subscribing Member] agrees to pay the Licensor for using the Licensed Resource as laid out in Appendix 1.

8.2 Payment terms

The Subscribing Member shall pay the fees to the Licensor within forty-five (45) days from the invoicing date. In the event of payment default from the Subscribing Member at the date set by the CMP effective recommendations of the full amount of the Licensor's invoice, the latter may suspend [the Subscribing Member's] access to the Licensed Resource until the unpaid amounts due under the invoice are paid.

If he wishes to contest in good faith any amount billed by the Licensor, the Subscribing Member shall give the Licensor written notice of his disagreement with all supporting documentation within ten (10) working days from the billing date, both the Subscribing Member and the Licensor undertaking to make reasonable efforts in order to solve and settle the dispute within ten (10) working days from the mail posting date.

Once the dispute solved and settled, the Subscribing Member shall pay the due amount within forty-five (45) days from the dispute settlement.

8.3. Invoicing

In case of recurring services (individual purchases), the Licensor may limit the number of invoices that will be issued on a quarterly basis.

8.4 Delayed payment

Any delayed payment shall impose penalty payments to the Licensor consequent to the General Conditions of Contract (CCAG) recommendations.

Article 9. DURATION AND TERMINATION

9.1. The Duration of the Agreement is [DURATION] from the [DATE] and until the [DATE].

9.2 This agreement may be terminated:

- In their own right at any time by one or the other party in the event of failure to perform one of the obligations devolving upon the other party. [The Subscribing Member] may claim compensation from the licensor, in case of fault repeatedly performed by the Licensor, particularly in case of access failure over a period of X (duration) or in case of absence of response from the Licensor following access failure.

The termination shall only be effective two weeks after the complainant has sent a registered letter with acknowledgement of receipt accounting for the claim, unless, during this period, the defaulting party has met its obligations or brought evidence of an impediment due to force majeure.

- On its own right in case of bankruptcy, without any compensation.

- On its own right in case of insolvency procedure, without any compensation, except if the judgment clearly allows the continuation of the holder's activity

In that case, [the Subscribing Member] may accept the continuation of the contract during the period notified by the court decision or terminate the contract without compensation for the holder.

[The Subscribing Member] reserves its right to terminate the Agreement within the thirty (30) days following the drawing up of the establishment's budget for the following calendar year or for the following years accordingly if the budget has been significantly cut down due to decreasing financial support which the subscribing member relied on to pay the owed sums.. In the case of order groupings, the amount corresponding to the subscribing member's part shall not be allocated over the other members of the order groupings but shall be deduced from the total bill.

9.3 Unauthorized Use

In the case of any unauthorized use of the Licensed Resource by [the Subscribing Member], the Licensor shall immediately inform [the Subscribing Member]. Access may be suspended while the Licensor takes the necessary protection action. The Licensor shall immediately notify in writing [the Subscribing Member]. If the unauthorized use has not been addressed within thirty (30) days, the Licensor may terminate the License Agreement of [the Subscribing Member] who did not solve the problem of unauthorized use.

9.4 Upon termination of the Agreement on substantial grounds, online access to the Licensed Resource shall be withdrawn by [the Subscribing Member] and its Authorized users. The Licensor shall grant [the Subscribing Member] and its Authorized users uninterrupted access to that part of the Licensed Resource which [the Subscribing Member] was entitled to before the unauthorized use was performed. Access will be provided through the Licensor's server or a third party's or by providing [the Subscribing Member] with electronic files insofar as [the Subscribing Member], continues to meet its obligations concerning security and restrictions on the use.

9.5 Should the Licensor sell or transfer one or several elements of the Licensed Resource to another publisher, he should do its utmost to keep a non-exclusive copy of the **works** already published and make them available on its server without additional charge or by following the procedure described in paragraph 9.4.

9.6 If the Licensor ceases to publish one or several elements of the Licensed Resource, a digital archive of those elements shall be kept and made available on the Licensor's server without additional charge or by following the procedure described in paragraph 9.4.

Article 10. REPRESENTATIONS, WARRANTIES AND COMPENSATION

The Licensor shall not be held liable for any complaint, loss or responsibility due to errors, inaccuracies or other defects in the Licensed Resource or in any part due to any action or omission or (within the limits of the under current legislation) any negligence. THE TWO PARTIES EXPRESSLY EXCLUDE ALL LIABILITY FOR FAILING TO PERFORM ANY IMPLICIT OR EXPLICIT WARRANTY RELATED TO ANY TITLE TO THE PROPERTY, MARKETABLE QUALITY OR CONVENIENCE FOR A PARTICULAR PURPOSE. SIMILARLY, THE LICENSOR SHALL NOT BE HELD LIABLE FOR ANY PUNITIVE OR SPECIFIC, INCIDENTAL, DIRECT OR INDIRECT DAMAGE RESULTING FROM THE USE OF THE LICENSED RESOURCE.

Article 11. THE LICENSOR'S TRADEMARKS

11.1 Throughout the duration of the Agreement, all the publication titles licensed hereunder, as well as all trademarks, logos and colophon owned or licensed by the Licensor or its affiliates, that appear on the Licensed Resource, shall be published online as provided herein and may not be deleted nor modified by [the Subscribing Member] or by its Authorized users.

11.2 The Licensor shall have the right to examine and approve any usage of the publication titles, trademarks, logos, colophon and titles to the property or legal advice provided by the Licensor related to the current publications or to the Licensed Resource, so as to ensure consistency with the above paragraph 7.1 and with the Licensor's quality standards.

11.3 All rights related to the publication titles, trademarks, logos, company name and colophon shall be expressly and exclusively reserved.

11.4 If the Licensed Resource is saved, the Subscribing Member reserves its right to suppress any indication unnecessary to preserve the Resource.

Article 12. GENERAL REGULATIONS

12.1 [The Subscribing Member] may not transfer nor assign, directly or indirectly, all or part of the rights and obligations under this agreement without prior written consent by the Licensor. In the event of the Licensor's assignment to a Third party, the Licensor shall endeavour to ensure that the Third party performs the terms of the Agreement.

12.2 Force majeure: The Licensor's failure to perform any modality or term of the Agreement prevented by circumstances beyond its control such as, without exceptions, war, strikes, fires, floods, governmental restrictions, electricity cutoffs or damage to or destruction of computer networks or servers, shall not be considered as failure to perform the Agreement.

12.3 If one or several provisions of the Agreement are deemed null, illegal and inapplicable whatever the reason, such nullity, illegality or inapplicability shall not impact any other provision of the Agreement, which shall be interpreted as if those null, illegal or inapplicable provisions had never been part of it, unless the suppression of that or those provisions resulted in such a significant change that the transactions hereunder would considerably modify the overall economy of the contract.

12.4 Jurisdiction: The parties shall endeavour to reach a friendly settlement to their dispute. Possible disputes are resolved by French laws and regulations and jurisdiction shall fall to the Administrative Court of the Subscribing member.

12.5 The License Agreement, including all attachments, appendices and additional documents, as well as all the documents specifically included (particularly instruction manuals and specification documents) constitute the entire agreement that has been reached between the parties. It supersedes and replaces all prior and simultaneous agreements, communications, proposals, orders, whether oral or written, reached between the parties with respect to the subject matter. The Subscribing Member acknowledges and affirms that he may not assign or transfer any of its rights or obligations under this License Agreement, except with prior written consent by the Licensor.

12.6 No modification or surrender of any provision of the Agreement shall be valid except under the form of an additional written contract signed by the authorized representatives of the Licensor and of [the Subscribing Member].

12.7 Any surrender of one of the provisions shall not be considered as a surrender of any other provision of the Agreement. Similarly, surrendering any failure to perform the agreement shall not be interpreted as uninterrupted surrender of other failures to perform the same or other provisions of the Agreement. .

12.8 All sums owed by the Subscribing Member under the contract are VAT exclusive for sale and use. The withholding tax, value added tax or similar taxes, contributions and administrative deductions or others shall exclusively fall to the Subscribing Member.

In order to receive tax exclusive invoices, the Subscribing Member shall give the Licensor its VAT ID number and tax certificate, evidencing that the Subscribing Member is a company liable to pay VAT in its European country of residence.

12.9 All the notifications pursuant to the Agreement shall be given in writing and may be delivered personally, or shall be deemed received within the five (5) working days if sent by registered post with

proof of receipt. For any notification sent by fax, a confirmation copy shall be sent by post or delivered personally at the specified address. One or the other party may occasionally change the shipping address by notifying it in writing to the other party.

If addressed to the Licensor:

[FULL LEGAL NAME OF THE PUBLISHER OF DISTRIBUTOR]

[FULL ADDRESS OF THE PUBLISHER OR DISTRIBUTOR]

If addressed to [the Subscribing Member]:

[FULL LEGAL NAME OF THE ESTABLISHMENT]

[FULL ADDRESS OF THE ESTABLISHMENT]

12.10 This Agreement includes the following Appendices that shall be integral part of the Agreement:

Appendix 1: Modalities and pricing conditions

Appendix 2: List of contents of the Licensed Resource – Subscribed

Appendix 3: Description of [the Subscribing Member's] website(s) and list of IP addresses

Appendix 4: National archiving right (if necessary to the contract)

12.11 The agreement is drawn up in French and translated in English, but in the event of an interpretation disagreement between the two versions of the agreement and of possible subsequent additional contracts, the French version shall be valid.

Article 13: CONFIDENTIALITY

The parties shall comply with the European and French regulations on the freedom of information and more particularly with the provisions of the Code of conduct on the relations between the French administration and the general public. The parties acknowledge the confidentiality of the data pertaining to the exceptions duly mentioned in the French regulation in force concerning any potential damage to the financial interests of the holder and of business confidentiality.

Done in [X] original copies,

IN WITNESS WHEREOF, the parties have asked their duly authorized representatives to sign the Agreement, as of the date below.

Subscribing Member: _____

Signature:

Delegation _____

Name _____

Title: _____

At [PLACE], on the:

Date: _____

Licensor:

Signature: _____

Name:

Title:

Date:

Appendices to Contract n° _____

Appendix 1: Modalities and pricing conditions

The License agreement between [the Subscribing Member] and the Licensor is drawn for a duration of [DURATION] from the [DATE] (hereinafter referred as « date of entry »).

A.1. License fee

A.1.1. The license fee payable to the Licensor for online access to the Licensed Resource as described in Appendix 2 is calculated as follows:

[...]

A.1.2 Prices are quoted tax-exclusive (see clause 13.8 of the license agreement)

A.1.3 Maximum annual increase

The Maximum annual increase is of [X] % for paper and electronics. The increase shall be calculated [...]

A.2. Catalogue of titles intended for members

The Licensor draws up a list of the titles subscribed by each Licensee. The list shall be sent on the [1st January] or around this date each year of the Agreement.

A.3. Access to prior documents and archive rights

The Licensor shall grant access to prior Licensed Resource until [YEAR] (as the e-versions are gradually made available) according to the availability of the titles listed in Appendix 2.

If specific archive rights are purchased:

[the Subscribing Member] shall acquire archive rights for the whole Licensed Resource from [YEAR] as listed in Appendix 2 according to their availability for an amount of [...].

A.4. Fee payment

A.4.1. The payment of a fee as described in clause A.1 authorizes [the Subscribing Member's] website (s) as listed in Appendix 3, online access to the resources listed in Appendix 2.

A.4.2. All fees shall be directly invoiced to the Subscribing Member by the Licensor

A.5. Interrupted publications

[...]

A.6. New publications and integration of publications from other catalogues

[...]

A.7. Subscribing years

[...]

A.8. Unsubscribing

[...]

A.10. Discounted price on print subscriptions (DDP)

The establishments converting to digital technology shall enjoy a discount of [X] % when purchasing print journals they had previously subscribed to.

Those establishments benefiting from the discounted price (DDP) shall notify in writing their subscription agency and the Licensor. Fully-paid subscriptions shall not be refunded. Each establishment shall be given a certificate with an additional list of the DDP discounted titles by the Licensor.

A.11. Metadata downloading

[...]

Highlight the final objective: the use of metadata for data or text-mining (DTM) purposes

A.12. Archive disks

[...]

APPENDIX 2. List of the Contents of the Licensed Resource – Subscribed

APPENDIX 3: Description of [the Subscribing Member's] website(s)

The following establishments shall access the Licensed Resource as described in Appendix 2.

Name Address E-mail Contact IP Addresses

APPENDIX 4: National archiving rights

<p>§1 - Un droit d'accès pérenne sur l'ensemble des titres <intitulé du bouquet> <indiqué en annexe N> et aux titres sur le mode « Titre-à-Titre » <indiqués en annexe NN> est accordé à <l'ensemble des Abonnés> <l'abonné> sur la période <date_début> à <date_fin></p>	<p>§1 - A permanent right of access to all the titles <title of the package> <specified in appendix N> and to the titles on the "Title-to-Title" mode <specified in appendix NN> is granted to <all Subscribers> <subscriber> over the period <start date> to <end date></p>
<p>§2 - Au terme du présent marché, < tous les Abonnés pourront> <l'abonné pourra> accéder à l'ensemble des titres contenus mentionnés en §1 à la fois :</p> <ul style="list-style-type: none"> - via la plateforme du Titulaire, accessible à l'adresse http://www..... <p>(Mentionner le cas échéant une date butoir ou des conditions tarifaires de type droits de plateforme)</p> <ul style="list-style-type: none"> - via la plateforme PANIST, ou toute autre plateforme nationale de dépôt amenée à la remplacer, respectant les modalités d'accès ci-dessous, développée par les opérateurs désignés par le Ministère chargé de l'Enseignement Supérieur et de la Recherche 	<p>§2 - At the end of this contract, <all Subscribers will be able> <subscriber will be able> to access all of the titles contained in §1 both:</p> <ul style="list-style-type: none"> - via the Registrant's platform, accessible at http://www..... <p>(If applicable, mention a deadline or pricing conditions such as platform fees)</p> <ul style="list-style-type: none"> - via the PANIST platform, or any other national deposit platform that may replace it, respecting the access conditions below, developed by the operators designated by the Ministry of Higher Education and Research
<p>§ 3 -Les conditions d'accès sur la plateforme du Titulaire après la fin du présent marché sont définies dans le Contrat de licence (voir en fin de ce document deux exemples d' usages autorisés).</p>	<p>§ 3 - The conditions of access to the Licensee's platform after the end of this contract are defined in the License Agreement (see at the end of this document two examples of authorized uses).</p>
<p>§4 - Cet accès sur la plateforme développée par les opérateurs désignés par le Ministère en charge de l'Enseignement Supérieur et de la Recherche est consenti par le Titulaire à titre gratuit sans limite de temps.</p>	<p>§4 - This access to the platform developed by the operators designated by the Ministry in charge of Higher Education and Research is granted by the Holder free of charge without time limit.</p>
<p>§ 5 - Le dépôt de l'ensemble des titres mentionnées en §1 est fait à l'INIST-CNRS. A ce titre, l'abonné garantit le Titulaire de bénéficier de l'ensemble des autorisations nécessaires de l'INIST-CNRS aux fins des présentes.</p> <p>Le Titulaire adressera le media (électronique) contenant les contenus annuels à l'INIST-CNRS (ci-après, « la Copie électronique »), selon les conditions ci-après :</p> <ul style="list-style-type: none"> - La Copie électronique contenant les contenus mentionnés en §1 au cours de l'année n-1 respectivement pour les années 20NN, 20N1, 20N2 ... , 	<p>§ 5 - The deposit of all the titles mentioned in §1 is made at INIST-CNRS. In this respect, the subscriber guarantees that the Holder has all the necessary authorizations from INIST-CNRS for the purposes of this agreement.</p> <p>The Subscriber will send the (electronic) media containing the annual contents to INIST-CNRS (hereinafter, "the Electronic Copy"), according to the following conditions:</p> <ul style="list-style-type: none"> - The Electronic Copy containing the contents mentioned in § 1 during the year n-1 respectively for the years 20NN, 20N1, 20N2 ... ,

<p>- Un document d'accompagnement décrivant la livraison, structure et contenus des dossiers</p>	<p>- An accompanying document describing the delivery, structure and contents of the files</p>
<p>§ 6 - Le Titulaire s'engage à fournir la Copie électronique au format <description du format > afin de permettre que la plateforme PANIST, ou toute autre plateforme nationale de dépôt amenée à la remplacer, puisse présenter l'ensemble du matériel scientifique des articles tel qu'il est présenté sur la plateforme du Titulaire pour les contenus du présent contrat.</p>	<p>§ 6 - The Registrant agrees to provide the Electronic Copy in <format description> format to enable the PANIST platform, or any other national repository platform brought in to replace it, to present all of the scientific material of the articles as presented on the Registrant's platform for the contents of this contract.</p>
<p>§ 7 - Les formats de livraison ultérieurs feront l'objet d'un accord explicite des parties en tenant compte notamment de la qualité des données (XMLs, DFs, ...) et des métadonnées articles associées (dont l'encodage) fournies et leur possibilité d'exploitation aux fins de dépôt et des coûts de traitement et de développement logiciel.</p>	<p>§ 7 - The subsequent delivery formats will be the subject of an explicit agreement between the parties, taking into account in particular the quality of the data (XMLs, DFs, etc.) and the associated article metadata (including encoding) provided and their usability for deposit purposes, as well as the processing and software development costs.</p>
<p>§ 8 - Chaque livraison devra être accompagnée des éléments suivants :</p> <p>(1) un document d'accompagnement décrivant :</p> <ul style="list-style-type: none"> ▪ (a) le nom de l'accord consortial concerné ▪ (b) les années concernées ▪ (c) le mode de livraison. Pour le transfert par FTP préciser l'outil utilisé avec ou sans mode de reprise et la période d'ouverture des accès (celle-ci doit être cohérente avec la volumétrie à transférer afin de laisser le temps de récupérer les données) ▪ (d) la structure des données transmises (nombre de fichier(s) et la taille de chacun ainsi que l'arborescence entre les données). Ces informations sont indispensables notamment pour tout transfert via FTP afin de s'assurer que tout a été complètement et correctement récupéré. <p>(2) les données : information de description en XML et document associé en PDF</p> <p>(3) la ou les DTD utilisée(s) pour établir les fichiers XML (éventuellement le schéma XML si pas de DTD).</p> <p>(4) la liste d'inventaire des données / master list mentionnant :</p> <ul style="list-style-type: none"> ▪ Titre complet de la revue / Titre abrégé de la revue ▪ ISSN / EISSN ▪ Année de début et de fin ▪ Volume de début et de fin 	<p>§ 8 - Each delivery shall be accompanied by :</p> <p>(1) an accompanying document that includes the following details:</p> <ul style="list-style-type: none"> ▪ (a) the name of the consortial agreement concerned ▪ (b) the years concerned ▪ (c) the delivery method. For an FTP transfer please specify the tool used, with or without recovery mode, and the period of access. The latter must be consistent with the volume to be transferred to allow time for data recovery. ▪ (d) the structure of the data transmitted (number of files and the size of each file along with the tree structure between the data). This is essential information to ensure everything is been completely and correctly recovered, particularly in the case of FTP transfers.

<ul style="list-style-type: none"> ▪ Numéro de début et de fin du volume ▪ Nombre d'articles par année, volume, numéro ▪ Optionnel : nombre de fichier xml associés ▪ Optionnel : nombre de fichier PDF associés <p>(5) le fichier de détail des droits par établissement (cf. point précédent)</p>	<ul style="list-style-type: none"> • (2) the data: description information in XML and an associated PDF document • (3) the DTD(s) used to create the XML files. You may send the XML schema if there is no DTD. • (4) the data inventory list / master list mentioning : <ul style="list-style-type: none"> ▪ Full journal title / Abbreviated journal title ▪ ISSN / EISSN ▪ Start and end years ▪ Start and end volumes ▪ Volume start and end numbers ▪ Number of articles per year, volume, number ▪ Optional: the number of associated xml files ▪ Optional: the number of associated PDF files • (5) the file giving details of rights for each establishment (please see previous point)
<p>§ 9 - Le correspondant technique chez le Titulaire est <Prénom Nom_ coordonnées> ou toute personne amenée à le remplacer.</p> <p>§ 10 - L'INIST-CNRS fait son affaire du chargement et de la mise à disposition des données d'archives sur les sites du dépôt national et prendra à sa charge les coûts de traitement des séries de données nécessaires pour la mise en place des droits concédés. La Copie électronique pourra ne pas contenir certains liens, dispositifs et fonctionnalités associés à la version en ligne des contenus décrits en §1</p>	<p>§ 9 - The technical correspondent for the Holder is <First name Last name_ contact details> or any person who replaces him/her.</p> <p>§ 10 - INIST-CNRS is responsible for loading and making available the archival data on the sites of the National repository and will bear the costs of processing the data series necessary for the implementation of the rights granted. The Electronic Copy may not contain certain links, features and functionalities associated with the online version of the contents described in §1</p>
<p>§ 11 - Les livraisons auront lieu dans les quatre premiers mois des années 20N1, 20N2, 20N3,</p>	<p>§ 11 - Deliveries will take place during the first four months of the years 20N1, 20N2, 20N3,</p>
<p>§ 12 - L'INIST-CNRS fera son affaire du contrôle des accès des Abonnés, lesquels accès se feront via les réseaux sécurisés en fonction des droits des Abonnés et sous réserve des restrictions d'usage et autres dispositions du présent marché et du Contrat de licence. L'INIST-CNRS mettra en œuvre les outils nécessaires pour assurer le contrôle d'accès aux contenus.</p>	<p>§ 12 - INIST-CNRS shall be responsible for controlling Subscriber access, which access shall be via secure networks according to Subscriber rights and subject to the usage restrictions and other provisions of this contract and the License Agreement. INIST-CNRS will implement the necessary tools to ensure access control to content.</p>

§ 13 - Le Titulaire communiquera à l'INIST-CNRS les droits de chaque Abonné. Le Titulaire se réserve le droit de vérifier auprès du site de dépôt en fonction des droits de chaque Abonné, par tous les moyens légaux, la régularité des accès par rapport à ce qui est contractuellement prévu.	§ 13 - The Holder shall inform INIST-CNRS of the rights of each Subscriber. The Holder reserves the right to verify with the repository site according to the rights of each Subscriber, by all legal means, the regularity of the accesses in relation to what is contractually provided.
§ 14 - Les Copies électroniques des contenus mentionnés en §1 pourront être conservées indéfiniment.	§ 14 - The electronic copies of the contents mentioned in §1 can be kept indefinitely.
§15 Le Concédant accorde aux utilisateurs autorisés un droit d'utilisation à distance de sa base de données et des données chargées sur les plateformes d'archivage, à des fins de consultation ainsi qu'à des fins de fouille de texte (data-mining) ⁸ . Les bénéficiaires ne partageront pas l'accès avec des tiers non éligibles à la qualification d'utilisateurs autorisés, que ce soit directement ou indirectement.	§ 15 The Licensor grants authorized users the right to remotely use the Licensor's database and the data loaded on the archiving platforms for consultation purposes as well as for data-mining purposes. Beneficiaries will not share access with third parties who are not eligible to qualify as authorized users, either directly or indirectly.

⁸ * facultatif/no mandatory

APPENDIX 5 : Metadata [Put here the list of minimum expected metadata and those that are desired]