

[SUBJECT TO CONTRACT]

DATED 29 November 2021

ROCKEFELLER UNIVERSITY PRESS

-and-

UNIVERSITAT DE BARCELONA

TRANSFORMATIVE JOURNALS LICENCE AGREEMENT

ROCKEFELLER UNIVERSITY PRESS READ & PUBLISH

[SUBJECT TO CONTRACT]

THIS AGREEMENT is made on 29 November

BETWEEN: **ROCKEFELLER UNIVERSITY** a company whose registered office is at The Rockefeller University, 1230 York Avenue, New York, NY 10065 USA (“Publisher”)

AND **UNIVERSITAT DE BARCELONA**, CRAI. Gran Via de les Corts Catalanes, 585, 08007 Barcelona, Spain (“Institution”)

BACKGROUND

- A. Rockefeller University Press Read & Publish consists of three hybrid journals, providing read-access and unlimited Open Access Publishing (“**Rockefeller University Press Read & Publish**”)
- B. Rockefeller University Press Read & Publish and all intellectual property rights therein are owned by or duly licensed to the Publisher.
- C. The Publisher has agreed with the Universitat de Barcelona to offer in accordance with the Overview of the Transformative Agreement (in Licence Annex 1) to provide access to and permit use of parts of Rockefeller University Press Read & Publish selected and ordered by the Institution in accordance with this Licence.
- D. This Licence is based on the SPA-OPS/Jisc model licence for transformative journals license agreements, which is publicly available through the ‘SPA-OPS Transformative Agreement Toolkit.’ The Toolkit was commissioned by Wellcome, UKRI, and the Association of Learned and Professional Society Publishers (ALPSP) and was created by Alicia Wise and Lorraine Estelle of Information Power. The License template and the Toolkit are publicly available through the following URL: https://wellcome.figshare.com/articles/SPA-OPS_Transformative_Agreement_Toolkit/9805043

IT IS AGREED AS FOLLOWS

1 DEFINITIONS

1.1 In this Licence, the following terms shall have the following meanings:

“**Article Processing Charge**” means the charge made to, or any other fee in respect of submission and/or publication of Open Access Articles.

“Authentication Information”	means passwords, usernames and any other information necessary to access Licensed Material by means of the Secure Authentication.
“Authorised User”	means an individual who is authorised by the Institution to have access to its information services (whether on-site or off-site) via Secure Authentication and who is: <ul style="list-style-type: none"> • a member of staff of the Institution (whether permanent, temporary, or exchange faculty, including retired members of staff); or • a current student registered with the Institution (including undergraduates and postgraduates); • an alumnus of the Institution; • a contractor of the Institution; or • without prejudice to Clause 4.2, a Walk-In User
“Calendar Year”	means each year running from 1 January to 31 December.
“Commercial Use”	means use for the purpose of earning monetary reward or generating profit (whether by or for the Institution or an Authorised User) by means of the sale, resale, loan, transfer, licence, hire or other form of exploitation of the Licensed Material, but, for the avoidance of doubt, excluding: <ul style="list-style-type: none"> • use for which the Institution is entitled only to be reimbursed its costs (which may include overhead costs); and • use of the Licensed Material in the course of research funded by a commercial or for-profit organisation.
“Continuing Access Rights”	means the access and licence rights set out in Clause 2.1.2 (in respect of Continuing Licensed Material).

“Continuing Licensed Content”	means the Licensed Content in respect of which the Institution shall have Continuing Access Rights, as identified as such in Clause 10.
“Continuing Licensed Material”	means the Continuing Licensed Content and all Metadata relating to Continuing Licensed Content.
“Continuing Use Period”	means the indefinite period immediately following the expiry of the relevant Subscription Period (including following the Term of this Licence) during which the Institution and Authorised Users are permitted to access and use the Continuing Licensed Material.
“Current Access Rights”	means the access and use rights applicable during the Subscription Period, in respect of any Licensed Content, set out in Clause 2.1.1 .
“Educational and Research Purposes”	means education, teaching, tuition, training, instruction, learning, private study and/or research, including distance learning and teaching.
“Eligible Author”	means authors who want to publish Open Access Articles, are officially affiliated with the Institution. Eligible Authors are the submitting corresponding author of Open Access Articles, and are marked as corresponding author on the published article.
“Licence Fee”	<p>means the fee payable for access to and use of the Licensed Material as set out in this Licence and in the Quote (if any), and may comprise a fee (as the context requires):</p> <ul style="list-style-type: none"> • for access to and use during the Subscription Period of Licensed Material including the Maintained Titles; and/or <p>for archival access to and use after the end of the Subscription Period of Continuing Licensed Material (including archived articles).</p>

“Licensed Content”	<ul style="list-style-type: none"> • means those articles or other parts of a Licensed Title which form part of the content licensed (including all content published during the Subscription Period to which access and use rights are granted under this Licence, and including all Previously Subscribed Material).
“Licensed Material”	means the Licensed Content (e.g. published articles) forming part of the content of the Licensed Titles and all Metadata relating to Licensed Titles and Licensed Content.
“Licensed Title”	means a title, being one of the Offered Titles, (whether individual, forming part of a standard collection or forming part of a custom collection) which the Institution has selected for use under this Licence (whether individually or as part of a collection).
“Metadata”	means textual and other data associated with the Licensed Titles and/or Licensed Content that describes the creation, content, and context of each part of the Licensed Titles or Licensed Content, such as the name of the Publisher, the name of the copyright owner, subject matter, the date of publication, the location of the digital file, and in relation to Licensed Content, additionally the name of the contributing author (or authors) and other authors.
“Mount”	means to copy to or install on a computer, computer network or system.
“Offered Titles”	means the titles in electronic form (whether individual, forming part of a standard collection or forming part of a custom collection), as described in the Overview of the Transformative Agreement and which are set out or referred to in Licence Schedule 2.

“Open Access Article”	means an article published immediately under an open license by an Eligible Author. Open Access Articles are of one of the following article types: Article, Brief Definitive Report, Communication, Hypothesis, Methods and Approaches, Report, Spotlight, Technical Advances and Resources, and Tools.
“Permitted Use”	means use in accordance with Clause 3 subject to the restrictions in Clause 4.
“Personal Data”	means personal data as defined in the Data Protection Laws.
“Previously Subscribed Material”	means the journal titles subscribed to by the Institution under any previous or predecessor licence, in particular the Previously Subscribed Material listed in the Quote.
“Prohibited Act”	means, directly or indirectly (a) to offer, promise or give any person working for or engaged by any party to the Licence a financial or other advantage to: (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Licence.
“Publisher Platform”	means the computing platform operated by or on behalf of the Publisher, including a cloud or virtual platform, on which the Licensed Material is hosted and can be accessed.
“Secure Authentication”	means access by Internet Protocol (“IP”) ranges or by username and password provided by the Institution or by other authentication means reasonably agreed between the Publisher and the Institution.
“Secure Network”	means a network or virtual network which or the relevant functionality of which is only accessible to Authorised Users by Secure Authentication.
“Start Date”	means the start date as specified in the Clause 12.

- “Subscription Period”** means the period from the Start Date until the expiry date as specified in the Clause 12..
- “Subscription Year”** means the period from the Start Date until the expiry of the first Calendar Year, and each subsequent Calendar Year thereafter during the Subscription Period.
- “Term”** means the term of this Licence in accordance with Clause 12.
- “Walk-In Users”** means individuals, who are not otherwise Authorised Users, who are allowed by the Institution to access its information services from computer terminals or by other means (including wirelessly), from within the physical premises of the Institution.
- “Working Day”** means a day other than a Saturday, Sunday or public holiday.

- 1.2 Clause, Schedule and Annex headings shall not affect the interpretation of this Licence.
- 1.3 The Schedules and Annexes form part of this Licence and shall have effect as if set out in full in the body of this Licence. Any reference to this Licence includes the Licence Schedules and Licence Annexes.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.
- 1.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.6 Any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words term preceding those terms.
- 1.7 References to web addresses in this Licence refer to the current web address, and any updated or replacement content/address.

2 LICENCE GRANT

- 2.1 The Publisher hereby grants to the Institution:

2.1.1 a non-exclusive, non-transferable right and licence for the Subscription Period:

- (i) to access and make Permitted Use of the Licensed Material; and
- (ii) to permit Authorised Users to access and make Permitted Use of the Licensed Material; and

2.1.2 in respect of Continuing Licensed Material (if any), a perpetual, irrevocable, non-exclusive rights and licence:

- (i) to access and make Permitted Use of the Continuing Licensed Material; and
- (ii) to permit Authorised Users to access and make Permitted Use of the Continuing Licensed Material.

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

3 PERMITTED USES

3.1 The Institution shall be entitled, for Educational and Research Purposes only:

3.1.1 to Mount and use Metadata in bespoke or commercially available library information systems to manage library operations, including combining such Metadata with metadata from other sources and/or relating to other materials, and downloading, printing, communicating, displaying, supplying for use by others, and providing public access to the same;

3.1.2 to communicate, perform, display, download and print parts of, or extracts from, Licensed Content,

3.1.3 to provide Authorised Users with access to the Licensed Content for Educational Purposes via a Secure Network for the purposes set out in Clause 3.2;

3.1.4 to display, download and print the whole of, or parts of, or extracts from, Licensed Content for the purpose of promoting or testing, and training in the use of the Licensed Material;

3.1.5 to convert or adapt Licensed Material into Braille or other formats or forms suitable for providing access to, and use by, Authorised Users with

impaired mental and/or physical abilities and to provide access to such converted or adapted form for the purposes of this Clause 3;

3.1.6 to supply to another library (whether by post, fax or secure electronic transmission utilizing the prevailing technology of the day), a single copy of the whole of, or parts of or extracts from, Licensed Content, and to download such Licensed Content for such purpose;

3.1.7 to provide single printed or electronic copies of individual articles or other parts of Licensed Content to individual Authorised Users, at their request, for Educational Purposes;

3.1.8 to make and distribute copies of training, teaching or course material reproducing parts of Licensed Content, as may be required by the Institution for the purpose of using the Licensed Material in accordance with Clause 3.2; and

3.1.9 to provide access to and permit use, in accordance with this Licence of, any archived copies of the Licensed Material, if and for so long as the Publisher so fails to provide such access; and if no such archived copies are maintained, to make and supply to a reasonably agreed recognised secure repository a copy of the Licensed Material in electronic form, for the sole purpose of the repository retaining the same for use by the Institution and its Authorised Users (without prejudice to any other purpose for which the repository may be permitted by the Publisher to retain the same).

3.2 The Institution shall be entitled to permit Authorised Users, for Educational Purposes only:

3.2.1 to access the Licensed Material by Secure Authentication in order to search, retrieve, display and view the Licensed Material;

3.2.2 to copy and paste, download, print and save electronic or print copies of parts of or extracts from Licensed Material, for individual use or for use in tutorials or study groups;

3.2.3 to copy and paste, download, print, save, convert or adapt copies or parts of or extracts from Licensed Material for the purposes of criticism, review, caricature, parody or pastiche. Authorised Users must specify the source, listing title and author of the extract, title and author of the work, copyright notice, and each publisher of the Licensed Material used in such ways unless this would not be possible for reasons of practicality or otherwise;

- 3.2.4 to mark-up or comment (electronically or otherwise) parts of Licensed Material (including by tagging, highlighting paragraphs and sentences, bookmarking, inserting hyperlinks, exporting references, and writing personal commentary, and saving the same);
- 3.2.5 to convert or adapt Licensed Material into formats or forms suitable for providing access to, and use by, Authorised Users with impaired mental and/or physical abilities and to make copies of such converted or adapted Licensed Material for use in accordance with this Clause 3.2;
- 3.2.6 to incorporate parts of or extracts from the Licensed Content in printed or electronic form in assignments, portfolios, theses, dissertations and other submissions (“**Academic Works**”), and to make reproductions of the Academic Works for personal use, library deposit and/or to provide to sponsors of the Academic Works. Authorised Users must specify the source, listing title and author of the extract, title and author of the work, copyright notice, and each publisher of the Licensed Content used in the Academic Works;
- 3.2.7 to incorporate parts of or extracts from the Licensed Material in electronic or printed course packs or management systems to be used in the course of instruction and/or virtual learning and/or research environments hosted on a Secure Network. Authorised Users must specify the title and copyright owner of the Licensed Material used in the course packs;
- 3.2.8 to display publicly, communicate to the public or perform in public parts of the Licensed Material as part of a presentation at a seminar, conference, or workshop, or other similar event. Authorised Users must specify the source, listing title and author of the extract, title and author of the work, copyright notice, and each publisher of the Licensed Material used in such ways;
- 3.2.9 to save and/or deposit in perpetuity parts of the Licensed Material in electronic repositories on a Secure Network operated by the Institution, access to and use of which is limited to Authorised Users;
- 3.2.10 to download and make copies of the whole or any parts of the Licensed Material for the purposes of, and to perform and engage in computational analysis (including text and data mining) using the Licensed Material for the purpose of research and other Educational Purposes but not for Commercial Use, and to permit Authorised Users to distribute and display

and otherwise use (publicly or otherwise), other than for Commercial Use, the results, provided that such results do not reproduce the whole or a substantial part of any Licensed Content. Copies of Licensed Content made under this Clause 3.2.10 shall be deleted promptly after the computational analysis has been completed;

3.2.11 to download Licensed Material in whole or in part for the Authorised User's personal Educational Purposes onto personal computing devices including tablets, e-book readers and laptops, and stand-alone computers, without any limit in number. The Publisher makes no warranty as to the suitability of any Licensed Material for use on such devices; and

3.2.12 to provide access to, communicate to, and share material resulting from any use under this Clause 3.2 with other Authorised Users for their use in accordance with this Licence.

3.3 The provisions of this Licence are without limitation to the rights of the Institution or Authorised Users to do any act permitted under applicable copyright laws, or permitted under any CC-BY or other open access licence applicable to the Licensed Material or otherwise which, apart from the rights granted under this Licence, would not infringe the intellectual property rights in the Licensed Material and, notwithstanding any provision of this Licence, the Institution and Authorised Users shall remain entitled to do any such acts.

3.4 Unless expressly set out in this Clause 3, or in relation to specific Licensed Content, there shall be no limit on the number of Authorised Users to which this Licence (including Clause 3.1 and Clause 3.2) applies.

4 RESTRICTIONS

4.1 Except where this Licence provides otherwise, the Institution shall not, and shall not grant an Authorised User the right to:

4.1.1 sell, resell, or sub-license the Licensed Material, in whole or in part, unless the Publisher has given permission in writing to do so;

4.1.2 remove, obscure or alter copyright notices, acknowledgements or other means of identification, or disclaimers, other than Metadata;

4.1.3 alter or adapt the Licensed Material (other than Metadata), including any alteration of the words of Licensed Content or their order, except to the extent necessary to make it perceptible on a computer screen;

- 4.1.4 display or distribute any part of the Licensed Material (other than Metadata) on any electronic network, including the internet, other than on a Secure Network;
 - 4.1.5 make any Commercial Use of the Licensed Material (in whole or in part);
 - 4.1.6 use the Licensed Materials (in whole or in part) other than for Educational Purposes;
 - 4.1.7 provide access to and/or permit use of the Licensed Content by anyone or transmit any part of the Licensed Material (other than Metadata) by any means to anyone, other than an Authorised User.
- 4.2 The Institution shall not provide access to Walk-In Users to the Licensed Content at a location other than the Institution's premises (but, for the avoidance of doubt, may provide access on such premises by wireless means).
- 4.3 The restrictions in this Clause 4 are subject to Clause 3.3.

5 OPEN ACCESS PUBLISHING

- 5.1 Eligible Authors are allowed to publish Open Access Articles in the Licensed Material free of Article Processing Charges.
- 5.2 The applicable open access publishing terms and conditions are in Schedule 4 (Open access provisions).

6 RESPONSIBILITIES OF THE PUBLISHER

- 6.1 The Publisher shall:
 - 6.1.1 during the Subscription Period make the Licensed Material; and
 - 6.1.2 during the Continuing Use Period, subject to Clauses 10.2 and 10.5, make the Continuing Licensed Material available through the Publisher Platform to the Institution and Authorised Users for access, download and Permitted Use.

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

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

- 6.1.4 make the Licensed Material available to the Institution and Authorised Users 24 hours a day (except when routine maintenance is carried out), and to restore access to the Licensed Material as soon as possible after any interruption or suspension of the service; in case of prolonged and/or repeated interruption or suspension of the service, the Institution shall be entitled to claim fair damages and/or compensation from the Publisher.
- 6.2 During the Subscription Period, the Publisher, in respect of the Licensed Material made available under Clause 6.1:
- 6.2.1 shall not, without the agreement of the Institution, such agreement not to be unreasonably withheld, implement any digital rights management technologies or access management technologies which have a material adverse impact on the performance or usability of the Licensed Material in accordance with this Licence or on the exercise by the Institution of its rights under this Licence, for example by repeatedly requiring an Authorised User to provide active confirmation in relation to their use of or access to the Licensed Material, which impair the usability of DOIs or other links, or which require the downloading of software onto any platform used for accessing or using the Licensed Material;
- 6.2.2 shall use reasonable efforts to provide support to Authorised Users by e-mail or by a telephone help desk, and assist Authorised Users with general enquiries in connection with the Licensed Material, including relating to access, use, functionality and content of the Licensed Material, and shall use reasonable endeavours to answer any such query within 24 hours of such query being made;
- 6.2.3 shall provide to the Institution electronic product documentation relating to the Licensed Material which is reasonably sufficient to enable Authorised Users to access and make use of the Licensed Material, which the Institution shall be entitled to copy and distribute, provided such documents are copied in full and such copies include an acknowledgement of the Publisher as the licensor of the Licensed Material;
- 6.2.4 shall notify the Institution of any Licensed Material that is Open Access Material.
- 6.3 During the Continuing Use Period, the Publisher in respect of the Continuing Licensed Material made available under Clause 6.1.2 shall not implement any digital rights management technologies.

Withdrawal of publications

- 6.4 The Publisher reserves the right at any time to withdraw from the Licensed Material any Licensed Material (including any Licensed Title or Licensed Content or part of Licensed Content) ("**Withdrawn Material**"):
- 6.4.1 which the Publisher is no longer entitled to publish; or
 - 6.4.2 which has converted to full open access and is no longer offered under the subscription model; or
 - 6.4.3 which the Publisher has reasonable grounds to believe infringes copyright or is unlawful.
- 6.5 The Publisher shall promptly give written notice of such withdrawal to the Institution.
- 6.6 Subject to Clause 6.7, if the Withdrawn Material represents more than five per cent (5%) of the Licensed Material then the Publisher shall, at the Institution's option:
- 6.6.1 reimburse such part of the Licence Fee attributable to the Withdrawn Material in respect of the period up to the date of withdrawal as is reasonable in the circumstances having regard to the use made of that material compared with other Licensed Material the subject of this Licence; and reduce the Licence Fee attributable to the period following the date of such withdrawal by such amount as is reasonably attributable to the Withdrawn Material in respect of such remaining period; or
 - 6.6.2 if possible, provide a substitute for the Withdrawn Material acceptable to the Institution.
- 6.7 If, in the Institution's reasonable opinion, the withdrawal of the Withdrawn Material results in all Licensed Material which is the subject of this Licence, or any collection of Licensed Materials which are licensed as a collection under this Licence, or any Licensed Title no longer being useful to the Institution or the Authorised Users, the Institution may, by notice to the Publisher, terminate this Licence to all the Licensed Material, or its application to such collection, or Licensed Title as the case may be, with immediate effect. In such case the Publisher shall, within sixty (60) days after the date of such notice, reimburse to the Institution such part of the Licence Fee as is reasonably attributable to the Licensed Material for period following such withdrawal, or in the case of a collection or Licensed Title, reasonably attributable to the collection or Licensed Title for such period following such withdrawal.

7 RESPONSIBILITIES OF THE PUBLISHER: AUTHORISED USERS

- 7.1 The Publisher shall not require Authorised Users to enter into an end user licence or other terms and conditions of use in connection with their access to or use of the Licensed Material under this Licence or otherwise impose any restrictions on an Authorised User's use of the Licensed Material other than provided in this Licence. No such end user licence or terms or conditions or restrictions sought to be imposed shall be of any effect; provided that, where the licence the Publisher has in relation to specific Licensed Content has more restricted rights than Permitted Use, it shall make that clear in the Offer and in the Metadata for the Licensed Title or Licensed Content and notify the Authorised User on access to the Licensed Content.
- 7.2 The Publisher shall not, and shall not seek to, collect Personal Data in relation to any Authorised User other than as is reasonably and properly required for the administration of this Licence, and shall fully comply with its obligations under the applicable Data Protection Laws in relation to the collection, use and retention, and any other processing of any such Personal Data.

8 RESPONSIBILITIES OF THE PUBLISHER: INFORMATION AND LIBRARY MANAGEMENT STANDARDS

- 8.1 During the Subscription Period, the Publisher shall use reasonable efforts to implement the standards and other provisions of Licence Schedule 3.

9 RESPONSIBILITIES OF INSTITUTION

- 9.1 The Institution shall:
- 9.1.1 provide passwords and other confidential Authentication Information only to Authorised Users and take reasonable steps to prevent Authorised Users from providing such Authentication Information to anyone else;
 - 9.1.2 provide to the Publisher lists of valid IP addresses for the purpose of managing access to the Licensed Material and update those lists regularly as agreed by the parties from time to time;
 - 9.1.3 use reasonable efforts to ensure that only Authorised Users are permitted access to the Licensed Material;
 - 9.1.4 inform the Authorised Users about the conditions of use of the Licensed Material provided for in this Licence and to the extent that such terms apply to them, use reasonable efforts to ensure that all Authorised Users are made aware of and undertake to abide by the terms of this Licence; and

9.1.5 configure the computer system through which the Licensed Material used by the Institution and Authorised Users, and put in place procedures, in accordance with reasonably appropriate accepted standards, for the purpose of preventing access to the Licensed Material by any person other than an Authorised User.

9.2 The Institution shall use reasonable efforts to monitor compliance with the terms of this Licence and shall promptly notify the Publisher, providing full particulars (to the extent that it is not prohibited by law or contractual obligation from doing so), on becoming aware of any of the following:

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

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

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

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

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

but the Institution shall not have any other liability for any breach relating to the security of the Secure Network or use by Authorised Users of any Licensed Material.

10 CONTINUING LICENSED MATERIAL

10.1 The Institution shall have Continuing Access Rights in respect of:

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

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

10.1.3 all Previously Subscribed Material.

10.2 No later than the end of the Subscription Period or other termination or expiry of this Licence, the Publisher shall make the Continuing Licensed Material (including

Continuing Licensed Content) available for access and Permitted Use by the Institution and its Authorised Users without charge, at the Institution's option by:

- 10.2.1 by means of the Publisher Platform; or
- 10.2.2 on a third-party archive platform in accordance with paragraph 1(c) of Licence Schedule 4, reasonably agreed with the Institution, full details (including sufficient authority and information to access the same) of which the Publisher shall have provided to the Institution; or
- 10.2.3 otherwise within five Working Days after the date of such notice at any time, by providing to the Institution the electronic copies in reasonably agreed industry standard format of the Continuing Licensed Material.

The Institution may give notice to the Publisher from time to time which option it elects at that time, and, subject to Clause 10.5, the Publisher will promptly give effect to that election.

- 10.3 Continuing Licensed Content made available under Clauses 10.2.2 or 10.2.3 may omit additional online features not provided with the print versions of such content.
- 10.4 On receipt by the Institution of copies of the Continuing Licensed Material under Clause 10.2.3, the Institution shall be entitled, for the Continuing Use Period, to:
 - 10.4.1 Mount the Continuing Licensed Material on a Secure Network operated by or on behalf of the Institution for the purposes set out in Clause 2.1.2; and
 - 10.4.2 make such copies of, and/or re-format, the Continuing Licensed Material to ensure that access and Permitted Use of the Continuing Licensed Material can continue uninterrupted throughout the Continuing Use Period.
- 10.5 If the Publisher gives written notice that it will no longer provide access on the Publisher Platform in accordance with Clause 10.2.1, or on an alternative archive platform in accordance with 10.2.2, the Publisher shall continue to make the Continuing Licensed Material available by means of the Publisher Platform until the earlier of (a) the expiry of 30 Working Days after the date of any notice or (b) written notice by the Institution that it no longer requires the Publisher to make the Continuing Licensed Material available by means of the Publisher Platform.
- 10.6 At the start of the Continuing Use Period the Publisher shall provide the Institution with a list confirming all Continuing Licensed Content and all Continuing Licensed Material.

11 FEES AND PAYMENT

- 11.1 The Institution shall pay to the Publisher the Licence Fee set out in Licence Schedule 1.
- 11.2 All sums specified under this Licence, unless otherwise stated, are exclusive of VAT and any other similar or equivalent taxes or duties, where applicable, and any applicable VAT will be payable in addition.

12 TERM AND TERMINATION

- 12.1 Subject to Clauses 12.2 to 12.5, this Licence shall commence upon 1 January 2022 and will remain in full force and effect until 31 December 2023, unless terminated earlier as provided for with this Clause 11, until the expiry of the Subscription Period.
- 12.2 The Institution shall have the right to terminate this Licence during the Subscription Period, by giving not less than 60 (sixty) days' written notice to the Publisher, such notice to expire on at the end of the relevant Subscription Year.
- 12.3 Without affecting any other right or remedy available to it, either party may terminate this Licence with immediate effect by giving written notice to the other party if:
 - 12.3.1 the other party becomes insolvent, admits insolvency or a general inability to pay its debts as they become due, has appointed a receiver or administrative receiver over it or over any part of its undertaking or assets, passes a resolution for winding up other than a bona fide plan of solvent amalgamation or reconstruction, files a petition for protection under any applicable bankruptcy code, or has filed against it or becomes subject to an insolvency petition in bankruptcy or an order to that effect;
 - 12.3.2 the other party commits a material or persistent breach of any term of this Licence which breach is irremediable or, if such breach is remediable, fails to remedy that breach within a period of sixty (60) days after being notified in writing to do so.
- 12.4 Without affecting any other right or remedy available to it, the Institution may terminate this Licence with immediate effect by giving written notice to the Publisher if the Publisher:
 - 12.4.1 has committed a breach of Clause 6 and fails remedy that breach within a period of sixty (60) days after being notified in writing to do so; or

- 12.4.2 is no longer entitled to make the Licensed Material available for access and Permitted Use by the Institution and Authorised Users.
- 12.5 Without affecting any other right or remedy available to it, the Publisher may terminate this Licence with immediate effect by giving written notice to the Institution if the Institution:
- 12.5.1 fails to pay any undisputed amount due under this Licence on the due date for payment and remains in default for not less than sixty (60) days after being notified in writing to make such payment;
- 12.5.2 wilfully and repeatedly infringes, or wilfully permits Authorised Users repeatedly to infringe, the copyright in the Licensed Material; or
- 12.5.3 has committed a breach of Clause 4 (*Restrictions*) or Clause 9.1 (*Responsibility of Institution*) and fails remedy that breach within a period of sixty (60) days after being notified in writing to do so.
- 12.6 For the avoidance of doubt the Institution shall not be deemed to be in breach of this Licence on the grounds that an act of an Authorised User, if carried out by the Institution, would have been a breach of this Licence, without prejudice to any express obligations applicable to the Institution under this Licence.

13 CONSEQUENCES OF TERMINATION

- 13.1 On expiry or termination of this Licence for any reason and subject to any express provisions set out elsewhere in this Licence (including Clauses 2.1.2 (*Licence Grant/Continuing Licensed Material*) and 10 (*Continuing Licensed Material*)):
- 13.1.1 all rights and licences granted pursuant to this Licence shall cease and the Institution shall cease to access and use, and permit access to and use of, the Licensed Material; and
- 13.1.2 the Publisher shall cease to make available Licensed Material for access and use by the Institution and Authorised Users

provided that the Institution may retain and use, and permit the use of, Metadata, and that copies of parts of the Licensed Material made by the Institution or Authorised Users in accordance with this Licence may be retained, subject to the terms of Clauses 3 and 4 to the extent that these are applicable.

- 13.2 On any termination by the Institution under Clause 12.3 or Clause 12.6 the Publisher shall reimburse such part of the Licence Fee which has been paid by the Institution and is in respect of any remaining part of the Subscription Period.
- 13.3 Any provision of this Licence that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Licence (including Clauses 2.1.2, 2.2, 4, 6.1.2, 6, 6.3 to 6.7, 7, 9, 10, and 13 to 22) shall continue in force.
- 13.4 Termination or expiry of this Licence shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Licence which existed at or before the date of termination or expiry.

14 ACKNOWLEDGEMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 14.1 Subject to Clause 14.2, the Institution acknowledges that all copyright in the Licensed Material are the exclusive property of the Publisher or its licensors and that this Licence does not assign or transfer to the Institution any right, title or interest in such copyright except for the right to access and use the Licensed Material in accordance with the terms and conditions of this Licence. The Publisher acknowledges that all copyright in the Open Access Articles are the exclusive property of the author(s) and that this Licence does not assign or transfer to the Publisher any right, title or interest in such copyright except for the right to publish the Open Access Articles under the terms and conditions of the Creative Commons licence chosen by the Eligible Author.
- 14.2 The Publisher hereby acknowledges that any copyright and database rights arising from any computational analysis (including any text mining/data mining) of the Licensed Material referred to in Clause 3.2.9 shall, as between the Institution and Authorised User on the one hand, and the Publisher (and any licensor of the Publisher or other rights holder in the Licensed Materials), on the other, be the property of the relevant Authorised Users or the Institution, as the case may be.
- 14.3 For the avoidance of doubt, the Publisher hereby acknowledges that any database rights created by the Institution as a result of exercising any rights in relation to Metadata under Clause 3.1.1 or Mounting the Licensed Material as referred to in Clause 10.4 shall be the property of the Institution.

15 REPRESENTATION, WARRANTIES AND INDEMNITIES

- 15.1 The Publisher warrants to the Institution that:

- 15.1.1 all intellectual property rights in the Licensed Material are owned by or validly licensed to the Publisher and that the Permitted Use of the Licensed Material will not infringe any intellectual property of any person; and
 - 15.1.2 the content of the Licensed Material is not unlawful.
- 15.2 The Publisher shall indemnify the Institution (for itself and for the benefit of any Authorised Users) against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and reasonable legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Institution or Authorised Users arising out of or in connection with any claim by or action brought by any third party that the access and Permitted Use by the Institution or by any Authorised User in accordance with this Licence infringes the intellectual property rights of that third party.
- 15.3 In relation to any claim made or action brought to which Clause 15.2 applies, the Institution shall:
 - 15.3.1 promptly give the Publisher written notice;
 - 15.3.2 give the Publisher immediate and complete control of the defence and settlement of such claim provided that the Publisher gives the Institution reasonable security in respect of any liability the Institution may have in respect of such claim or action and any indemnity to which the Institution may be entitled under Clause 15.2; and
 - 15.3.3 give the Publisher all reasonable assistance with the defence and settlement of such claim.
- 15.4 The indemnity in Clause 15.2 will not apply to the extent that the relevant claim arises as a result of any change, alteration or amendment in any way to any Licensed Material by the Institution or any Authorised User.
- 15.5 While the Publisher has no reason to believe that there are any inaccuracies or defects in the information contained in the Licensed Material the Publisher makes no representation and gives no warranty, express or implied, with regard to the information contained in or in any part of the Licensed Material including the fitness of such information or part for any purposes whatsoever and, subject to Clauses 15.2 the Publisher accepts no liability for loss suffered or incurred by the Institution or Authorised Users as a result of their reliance on the Licensed Material.

- 15.6 In relation to any claim or action referred to in Clause 15.2, or any other claim by a third party of which the Institution becomes aware, that the access to or use of any Licensed Material infringes any copyright, the Publisher may at its option and expense, and on written notice to the Institution (and without prejudice to the Institution's rights under Clause 6.4 (*Withdrawing Material*) or Clause 15.2 (*Infringement Indemnity*), remove such Licensed Material from the Licensed Material or obtain for the Institution the right to continue accessing and using such Licensed Material in accordance with this Licence.
- 15.7 Nothing in this Licence shall make the Institution liable for any act by any Authorised User which gives rise to a breach of the terms of this Licence, provided that the Institution did not cause or knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred.
- 15.8 Except as provided for in Clause 15.1 or 15.2, neither the Institution nor any Authorised User nor the Publisher will be liable to the other in contract or negligence or otherwise for:
- 15.8.1 any special, indirect, incidental, punitive or consequential damages; or
 - 15.8.2 loss of direct or indirect profits, business, contracts, revenue or anticipated savings; or
 - 15.8.3 for any increased costs or expenses.
- 15.9 No party excludes or limits its liability under this Licence for:
- 15.9.1 death or personal injury to the extent it results from its negligence, or that of its employees or agents in the course of their engagement; or
 - 15.9.2 its own fraud or that of its employees or agents in the course of their engagement.

16 FORCE MAJEURE

- 16.1 Without prejudice to Clause 15.2, neither party shall have any liability under or be deemed to be in breach of this Licence for any failure to perform any term or condition of this Licence which result from circumstances beyond the reasonable control of such party, including war, strikes, flood, governmental restrictions, power, telecommunications or Internet failures or damage to or destruction of any network facilities not arising from an act or omission of such party or its employees or contractors ("Force Majeure Event").

- 16.2 Each party shall promptly notify the other party in writing of any Force Majeure Event which is causing delay or failure in performance of such party's obligations under this Licence, or will or is likely to do so, including the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under this Licence, and use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 16.3 Provided it has complied with Clause 16.2, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Licence by a Force Majeure Event ("**Affected Party**"), the Affected Party shall not be in breach of this Licence or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 16.4 If a Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 60 (sixty) days, the party not affected by the Force Majeure Event may terminate this Licence by giving 14 days' written notice to the Affected Party.

17 ASSIGNMENT

- 17.1 Subject to Clauses 17.2 and 17.3 this Licence is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Licence, without the prior written consent of the other party, such consent shall not be unreasonably withheld or delayed.
- 17.2 If the Institution merges with any other institution or transfers the whole or part of its activities as an institution to another institution, the Institution or successor Institution (as the case may be), and the Authorised Users who were Authorised Users through the Institution, shall be entitled to receive the benefit of this Licence, subject to remaining bound by the obligations under this Licence:
- 17.2.1 in respect of the Licensed Material, for the remainder of the current Subscription Period; and
- 17.2.2 in respect of the Continuing Licensed Material, in perpetuity.
- 17.3 If the Publisher is subject to any merger or acquisition, or if the Publisher or any licensor or other owner of any rights in any Licensed Material relevant to the licences or rights granted under this Licence transfers or grants any rights inconsistent with the Institution's rights under this Licence, this Licence shall continue in effect, and the Publisher shall procure that any such transfer or grant of rights is subject to the

Institution's rights under this Licence or that the Institution is compensated in such amount as may be fair and reasonable in the circumstances in respect of the loss of any such rights which cannot be preserved for the Institution.

- 17.4 In any assignment to which the other party has given consent under Clause 17.1, the assigning party shall procure and ensure that the assignee shall assume all rights and obligations of the assigning party under this Licence and agrees to be bound to all the terms of this Licence.

18 GOVERNING LAW AND JURISDICTION

- 18.1 This Licence and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of the State of New York.
- 18.2 The parties irrevocably agree that any dispute arising out of or in connection with this Licence will be subject to and within the jurisdiction of the State of New York.

19 DISPUTE RESOLUTION

- 19.1 If any dispute arises out of or in connection with this Licence or the performance, validity or enforceability of it ("Dispute"), the parties shall attempt to settle it by negotiation. To this end they shall use their respective reasonable endeavours to consult or negotiate with each other in good faith, and recognising their mutual interests, attempt to reach a just and equitable settlement satisfactory to both parties. Negotiations shall be conducted between the Managing Director (or equivalent position) of the Publisher, or its nominated representative, and the current General Manager (or equivalent post) of the Institution, or their nominated representative.
- 19.2 If the dispute cannot be resolved by the parties within one month of being escalated as referred to in Clause 19.1, the dispute may by agreement between the parties be referred to a neutral adviser or mediator (the "Mediator") chosen by agreement between the parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the parties in any further proceedings.
- 19.3 Where the parties agree that a Dispute would best be resolved by the decision of an independent expert, they will use reasonable efforts to agree upon the nature of the expert required, on the appointment of the expert and, with the expert, the terms of his appointment
- 19.4 Any person to whom a reference is made under Clause 19.3 shall act as expert and not as an arbitrator and his decision (which shall be given by the expert in writing and

shall state the reasons for the decision) shall be final and binding on the parties except in the case of manifest error or fraud.

19.5 Each party shall provide such expert with such information and documentation as the expert may reasonably require for the purposes of forming his or her decision.

19.6 The costs of the expert shall be borne by the parties in such proportions as the expert may determine to be fair and reasonable in all circumstances or, if no determination is made by the expert, by the parties in equal proportions.

19.7 Subject to Clause 19.1, except where urgent interim measures are sought, and 19.4, nothing in this Clause 19 shall prevent either party commencing or continuing court proceedings in relation to the Dispute under Clause 18.

20 NOTICES

20.1 Any notice given to a party under or in connection with this Licence shall be in writing and shall be delivered by hand or email, or by pre-paid first-class post or other next Working Day delivery service at its address set out below:

20.1.1 if to the Publisher:

Office of General Counsel
Care/of Susan King
Executive Director
The Rockefeller University
1230 York Avenue
New York, NY 10065
United States of America

20.1.2 if to the Institution:

Judit Casals Parladé
Universitat de Barcelona
CRAI. Digitalització de factures
Gran Via de les Corts Catalanes, 585
08007 Barcelona
Spain

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

(i) if delivered by hand, on signature of a delivery receipt; or

- (ii) if sent by pre-paid first-class post or other next Working Day delivery service, at 9.00 am on the second Working Day after posting or at the time recorded by the delivery service; or
- (iii) if sent by email, on delivery of the email (as evidenced by a delivery receipt) if delivered during working hours on a Working Day, and otherwise on the first Working Day following delivery; or

20.2 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

21 THIRD PARTY RIGHTS

21.1 Except as expressly provided elsewhere in this Licence, a person who is not a party to this Licence is not intended to have any rights to enforce any term of this Licence.

21.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Licence are not subject to the consent of any other person, and a person who is not a party to this Licence shall not be entitled to require its consent to any amendment.

22 GENERAL

22.1 This Licence, its Schedules, and Annexes constitute the entire agreement between the parties and supersede all prior communications, promises, assurances, warranties, representations and understandings and agreements (whether written or oral) relating to its subject matter, but without prejudice to any continuing rights and obligations arising under any prior formal licence agreements between the Institution and the Publisher.

22.2 This Licence may not be amended or modified except by agreement of both parties in writing.

22.3 Nothing in this Licence shall be construed to create any relationship of partnership, agency or employment between any of the parties.

22.4 If any provision or part-provision of this Licence is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Licence.

22.5 The rights of the parties arising under this Licence shall not be waived except in writing. Any waiver of any of a party's rights under this Licence or of any breach of this Licence by the other party shall not be construed as a waiver of any other rights or of any other or further breach. Failure by either party to exercise or enforce any rights conferred upon it by this Licence shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

LICENCE SCHEDULE 1

OVERVIEW OF THE TRANSFORMATIVE AGREEMENT

Term: 1 years

Start and End date: 01 January 2022 to 31 December 2022

Eligible Institutions

Universitat de Barcelona

Transitional OA License: All articles from Eligible Authors affiliated with the Institution that accepted for publication during the Term will be published Open Access as defined in Schedule 4

Licence Fees: Rockefeller University Press' Read and Publish is an all-inclusive product. For a set, annual up-front fee Institution receives unlimited access to all paywalled content, plus unlimited, immediate open access publishing of the Version of Record for all corresponding authors at participating institutions under CC-BY licence terms in the Press' three hybrid journals.

Pricing Calculation: Pricing is all-inclusive by quotation and based on current spend of subscription and APCs.

Access is to all titles.

There is no limit on the number of articles that may be published open access during the License, all publishing fees are included in the fixed price.

Downgrades / Cancellations / Substitutions / New and transfer titles:

There will be no changes made/allowed to the titles during this License

Currency: USD

Invoicing: Single annual invoice via the Institution

1. Licensed Material on offer

Licensed Material consists of:

All content published in

Journal of Cell Biology Online ISSN 1540-8140

Journal of Experimental Medicine Online ISSN 1540-9538

Journal of General Physiology Online ISSN 1540-7748

Back files / back issues included in the Offer: All content from Volume 1, Issue 1 of each journal

2. Business model

Licence duration periods

1/1/2022 – 31/12/2022

Access

Via Publisher platform:

Rockefeller University Press homepage: <https://rupress.org>

Journal of Cell Biology homepage: <https://rupress.org/jcb>

Journal of Experimental Medicine homepage: <https://rupress.org/jem>

Journal of General Physiology homepage: <https://rupress.org/jgp>

Journals post-termination access

If an institution does not renew this License, access to all content subscribed to during the term of the License will be accessible perpetually. That is, institutions will have access to all content from Volume 1, Issue 1 through and including 31 December 2023 in perpetuity.

Post-termination access fees**No fees**

Free via Rockefeller University Press's websites

Dark Archive: Via Portico and LOCKSS archives

	2022 Price
Total	\$ 12,460

LICENCE SCHEDULE 2

OFFERED TITLES

Subscription/hybrid titles

Access to paywalled content and unlimited open access publishing

- Journal of Cell Biology Online ISSN 1540-8140
- Journal of Experimental Medicine Online ISSN 1540-9538
- Journal of General Physiology Online ISSN 1540-7748

The Publisher shall use reasonable efforts to supply to Institution an updated list of the Material with any changes effective as of 1st January of the following Calendar Year, which shall be verified by Institution.

LICENCE SCHEDULE 3

INDUSTRY STANDARDS AND RELATED OBLIGATIONS

- 1 The Publisher agrees to use all reasonable efforts to implement the following industry standards to enhance access and use of the Licensed Material and shall:
 - (a) provide the Institution with usage in a spreadsheet format, organised by month; if the Publisher is not COUNTER compliant; and working towards compliance with the most recent release of the COUNTER Code of Practice (www.projectcounter.org);
 - (b) archive the Licensed Material to ensure that it is preserved for future scholarship in an archiving solution (such as Portico, Clockss or Lockss), and inform the Institution in which of the archiving solutions the Licensed Material may be found;
 - (c) subject to paragraph 1(b), provide the means for the Institution to continue to access the Licensed Material via an archiving service for use only in the event that the Publisher ceases trading or any of the provisions of Clauses 12.3 or 12.4 apply to the Publisher, and inform the Institution where the Licensed Material has been archived, and provide the Institution with sufficient authority and information to enable the Institution to access such Licensed Material for the purposes of Clause 3.1.9 (*Access where Publisher fails to provide it*) ;
 - (d) use all reasonable efforts to meet the W3C standards (www.w3.org/WAI/Resources/#in) to ensure that the Licensed Material is accessible to all Authorised Users;
 - (e) use all reasonable efforts to meet the Open URL Standard (<https://www.niso.org/publications/z3988-2004-r2010>) to ensure that Authorised Users can search for and find the Licensed Titles and Licensed Content;
 - (f) use all reasonable efforts to keep to the Code of Practice of Project Transfer (www.projecttransfer.org) to ensure that journal content remains easily accessible by the Institution and its Authorised Users when there is a transfer of material between parties, and to ensure that the transfer process occurs with minimum disruption;

- (g) use all reasonable efforts to provide link-resolver vendors and other library systems suppliers quarterly with full details of the Licensed Material in accordance with the most current KBART standard (<http://www.uksg.org/kbart/s5/guidelines>); and also with related data of (i) the first and final year, volume, and issue and (ii) the algorithm or syntax for constructing an article-level link from an article's metadata within the Licensed Material;
- (h) use all reasonable efforts to provide relevant information to third party discovery tools (such as Scopus, Summon), in accordance with NISO recommendations (https://groups.niso.org/apps/group_public/download.php/14820/rp-19-2014_ODI.pdf);
- (i) use all reasonable endeavours to implement the FAIR Guiding Principles for scientific data management and stewardship. <https://www.force11.org/fairprinciples>; Use best endeavours to conform to all the Plan S technical guidance and requirements. <https://www.coalition-s.org/principles-and-implementation/>;
- (j) use all reasonable endeavours to conform to all the Plan S technical guidance and requirements. <https://www.coalition-s.org/principles-and-implementation/>.
- (k) use all reasonable endeavours to follow the Recommended Practice on Access and Licensing Indicators (NISO RP-22-2015)

* URLs and web addresses are for guidance and may change

LICENCE SCHEDULE 4

OPEN ACCESS PROVISIONS

1 Definitions

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

- “Article Metadata”** means data describing any article or research paper and includes index terms, bibliographic information, headers, references, digital object identifiers (DOIs), unique identifiers, dates, keywords, funder information, grant identifier, author affiliations, abstracts, or any other metadata which the Publisher agrees to make available.
- “Article Processing Charge (APC)”** means the charge made to, or any other fee payable at the Institution in respect of submission and/or publication of Open Access Articles.
- “Eligible Authors”** means authors who want to publish Open Access Articles, are officially affiliated to the Institution. Eligible Authors are the submitting corresponding author of Open Access Articles, and are marked as corresponding author on the published article.
- “Funder”** means the body or bodies (if any) under whose funding terms the article or other relevant content was prepared, or the work on which it is based was carried out.
- “Open Access Article”** means an article published immediately under an open license by an Eligible Author. Open Access Articles are of one of the following article types: Article, Brief Definitive Report, Communication, Hypothesis, Methods and Approaches, Report, Spotlight, Technical Advances and Resources, and Tools.

2 Open Access Publishing

- (i) Eligible Authors, on acceptance of publication, will have eligible articles published as Open Access Articles in the Licensed Content free of Article Processing Charge.
- (ii) Eligible Authors retain copyright to their publications and only grant Publisher the non-exclusive right to publish all publications immediately and in the first instance under a Creative Commons Attribution license (CC-BY). Third-party content included in a publication, for example images or graphics, should be clearly labelled and are not affected by these requirements. The Creative Commons CC0 license will be assigned to the data accompanying the Open Access Article. Nothing in this Transformative Agreement shall be taken to restrict, limit or curtail any provisions of the Commons Attribution license used for Open Access Articles.
- (iii) Upon publication, the Publisher will provide the Eligible Authors by email with a link to the article, where funder and licensing information will be available.
- (iv) The Publisher will submit the Open Access Article and its metadata to all relevant third-party repositories, such as PubMed Central.
- (v) The Publisher will make all published Open Access Articles available to anyone on its website at all times and on a twenty-four hour basis, save for routine maintenance (which shall be notified in advance wherever possible), and will restore access as soon as possible in the event of an interruption or suspension of the service. In case of prolonged and/or repeated interruption or suspension, the Institution shall be entitled to claim fair damages and/or compensation from the Publisher.
- (vi) Publisher ensures that its server has adequate capacity and bandwidth to support access to published Open Access Articles at a level commensurate with the standards of availability for information services of similar scope operating via the World Wide Web, as such standards evolve from time to time.

2 Identification of authors and workflow

- (i) The Publisher will identify approved Open Access Articles that have been submitted by Eligible Authors and will clearly indicate the availability of this Transformative Agreement to Eligible Authors both within its submitting process and on its website. This will make clear that Eligible Authors do not need to pay Article Processing Charges for Open Access Articles.

- (ii) The Open Access option will be presented to Eligible Authors as a default choice for publishing. Eligible Authors may opt-out of publishing Open Access Articles and in such cases, the Publisher is not required to seek the approval of the Institution.
- (iii) In the event that an Eligible Authors is not identified on acceptance and their articles are discovered not to have been published Open Access, the Publisher will contact the Eligible Authors and offer them the opportunity to convert to Open Access free of Article Processing Charge.
- (iv) In the event that an Eligible Authors is not identified on acceptance and their articles are discovered to have been published Open Access and that an Article Processing Charge was paid, the Publisher will contact the Eligible Authors and their institute and offer to refund the APC.
- (v) Eligible Author can be identified through at least one of the following parameters:
- IP ranges specified by the Institution; and/or e-mail domain specified by the Institution
 - persistent identifier, such as Ringgold, ROR, ORCID or other recognized institutional identifier as provided by the Authorized Author and published in the Article Metadata; and/or
 - affiliation as stated in the article to be published.
- (vi) Publisher will notify the Institution once an article by an Eligible Author has been identified. The Institution will verify the eligibility of an article as quickly as possible to ensure the timely production and publication of the article. Upon acceptance for publication of verified submissions, the publisher will send the Institution details of Open Access Articles including the following details:
- Name and email address of the Eligible Author who is affiliated to the Institution
 - Institution Name
 - Full name of author's affiliation (e.g. university, institute, department) and other affiliations if there are more than one
 - Date of acceptance
 - Journal Title
 - Article title
 - DOI

- (vii) The Publisher shall use all reasonable efforts to label Open Access Articles as funded by Institution in the License. The Open Access Articles in the version of record shall state the following "Open Access funding provided by the Universitat de Barcelona."

3. Biannual performance reports

- (i) In addition to regular Account statements, the Publisher shall provide the Institution with biannual reports of the total number of Articles published in conformity with this Agreement. This list shall be provided both in machine readable form in a structured format as comma separated value file format (csv) and in human readable format and shall include the following details:
- Name of the publisher
 - Bibliographic metadata (Journal title, journal abbreviation, journal ISSN, volume, issue, pages, article title, authors' names, Creative Commons licence type) or DOI
 - Eligible Author, incl. ORCID
 - Institution
 - Acceptance date and Publication date
- (ii) The annual reports shall include the time span of the last calendar year and shall be delivered in the first quarter of the following year. The Publisher will also deliver Article Metadata including license information to CrossRef and other relevant third parties.
- (iii) The Publisher will report annually how many Publisher's journals have flipped during the year from/to a subscription model to/from an open access model, including hybrid model, and which proportion of articles are published open access in each individual Publisher's journal.
- (iv) The Publisher will report annually all articles published in any Publisher's journals outside the scope of this Transformative Agreement from authors affiliated with the Institution.

4. Publication venues

The following shall apply in case one or several journals are withdrawn from this Transformative Agreement:

- (i) for each journal withdrawn in which Eligible Author(s) has published at least one article during the preceding year, the Institution will get a refund corresponding to: the value of one

APC token multiplied by twice the number of articles published by Eligible Author(s) in the withdrawn journals during the preceding year. In addition, the Institution may, upon thirty day notice, treat such withdrawal as a material breach of this Transformative Agreement; and

- (ii) if a journal is withdrawn from this Transformative Agreement but still remain published or controlled by the Publisher and/or any of its affiliates, the Institution will get continuous access to this journal during the rest of the Term.

IN WITNESS the hands of the above parties on the date first above written:

SIGNED by:

(Signature)

Susan King

Position: Executive Director

for and on behalf of

ROCKEFELLER UNIVERSITY

Address:

1230 York Ave

New York, NY 10065

United States of America

SIGNED by:

(Signature)

Judit Casals Parladé

Position: Manager

for and on behalf of

UNIVERSITAT DE BARCELONA

Address:

CRAI

Gran Via de les Corts Catalanes, 585

08007 Barcelona

Spain