EFFECTIVE DATE: 23 August 2019

FRONTIERS MEDIA S.A.

-and-

JISC SERVICES LIMITED

(OPERAting AS JISC COLLECTIONS)

FRONTIERS OPEN ACCESS PUBLISHING

FRAMEWORK AGREEMENT FOR THE UK

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FRAMEWORK AGREEMENT

PARTIES
This FRAMEWORK AGREEMENT is made on 23rd August 2019

BETWEEN: FRONTIERS MEDIA S.A., a company incorporated and registered in Switzerland; registered office: Avenue du Tribunal Fédéral 34, CH – 1005, Lausanne, Switzerland (“Publisher”)

AND JISC SERVICES LIMITED (OPERATING AS JISC COLLECTIONS) (company number 2881024), a company limited by guarantee, incorporated in England and Wales and whose registered office is at One Castlepark, Tower Hill, Bristol BS2 0JA, United Kingdom (UK) (“Jisc Collections”).

BACKGROUND

1. The Frontiers Open Access Publishing Membership Framework Agreement for the UK (“Framework Agreement”) sets out the terms agreed by Jisc Collections and the Publisher on which Jisc Collections will facilitate an arrangement under which eligible UK institutions can enter into Memberships (as hereafter defined) and thus become Participating Organizations (as hereafter defined), obtaining conditions with regard to publishing of open access journal articles by their affiliated researchers and/or grantees, which are equal for each such institution, regardless of size or research output, including a special discount (“National Discount”) on Article Processing Charges (APCs), and a process for central invoicing.

2. Jisc Collections, a wholly owned subsidiary of Jisc, a company limited by guarantee incorporated in England and Wales (company number 05747339) carries on with a mandate from the UK funding bodies the businesses of (1) establishing, managing and providing access to the UK learning community and acquiring and granting licences for access and use of learning material for the advancement and benefit of the UK learning community; and (2) acquiring and granting licences for access and use of electronic resources for the community of bodies and institutions engaged in the provision or support of education, learning and/or research in the UK and elsewhere in the world.

3. Jisc Collections has developed an online ordering service, the ‘Jisc Collections Online Ordering Service’, whereby nominated persons can place, order and manage subscriptions and memberships online on behalf of their Institution (as hereafter defined), which may be used by eligible UK institutions to become Participating Organisations under this Framework Agreement.

4. The parties wish to make Frontiers Memberships (“Membership”) available to Institutions, and to their respective researchers, through the Jisc Collections Online Ordering Service, on terms and conditions as set out in the Membership Agreement (as hereafter defined).

5. Memberships bring a number of rights and advantages to Participating Organisations, as provided in this Framework Agreement, subject to compliance with the related processes.
IT IS AGREED AS FOLLOWS

1. DEFINITIONS

1.1 The definitions set out in the Membership Agreement have the same respective meanings in this Framework Agreement except where otherwise stated in this Framework Agreement.

1.2 Headings contained in this Framework Agreement are for reference purposes only and shall not be deemed to be an indication of the meaning of the clause to which they relate.

1.3 Where the context so implies, words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.

1.4 If and to the extent the provisions of this Framework Agreement conflict or are inconsistent with those of a Membership Agreement, the provisions of that Membership Agreement shall prevail, for the purposes of that Membership Agreement, to the extent of that conflict or inconsistency.

2. ENROLMENT OF PARTICIPATING ORGANISATIONS

2.1 Jisc Collections agrees to make its Online Ordering Service including an Online Order and Acceptance Form available to enable Institutions to accept Membership of the Membership scheme for the UK, on the terms of the Membership Agreement and on no other, additional or differing terms except to the extent expressly agreed by the parties in writing.

2.2 Jisc Collections and the Publisher agree that, upon completion of the Online Order and Acceptance Form by an Institution, duly referencing and agreeing to the terms of the Membership Agreement, the Publisher and the Institution concerned shall automatically become parties to and be bound by the terms of the Membership Agreement.

2.3 Jisc Collections agrees that it has no authority to agree any terms differing from those of the Membership Agreement on behalf of the Publisher, and that it will transmit any queries from Institutions to the Publisher for direct resolution.

3. RESPONSIBILITIES OF THE PUBLISHER

3.1 The Publisher agrees to provide Participating Organisations with the services and discounts provided for in each Membership Agreement.

4. RESPONSIBILITIES OF JISC COLLECTIONS

4.1 Jisc Collections agrees to:

4.1.1 promote and publicise – in particular at the beginning of the term of this Framework Agreement and at least once per year – the availability of Memberships to the Institutions via appropriate channels. Jisc Collections will agree with the Publisher the texts to be used for such promotion.

4.1.2 facilitate the acceptance of Memberships available via the Jisc Collections Online Ordering Service, including
an Order and Acceptance Form as set out in Annex 1 to this Framework Agreement;

4.1.3 collect and record the details of the Institutions which have entered into a Membership Agreement, and, without delay, notify the Publisher of each new Participating Organisation.

4.1.4 Jisc Collections’ intention is that as from the first anniversary of the start date of this Framework Agreement, at least 50% of the Institutions within each of the Jisc HE bands 1-4 (as listed at https://www.jisc-collections.ac.uk/Support/Jisc-Banding/New-HE-bands-by-band) are parties to a Membership Agreement.

5. DISTRIBUTION OF METADATA AND CONTENT FILES; ARCHIVING

5.1 Jisc may, through its Publications Router service, distribute metadata and content files of articles published by the Publisher to Participating Organisations participating in the Jisc Publications Router service for immediate exposure on their open repositories, subject to the terms and conditions of the Publications Router Service Agreement for Open Access Publishers between Jisc Collections and the Publisher. Authors and Participating Organisations may (in addition to all other CC-BY rights, which are not affected by this clause) in any case archive, under the CC-BY license, the published version of the publication as soon as it has been published by the Publisher in any repository or website.

6. TERM AND TERMINATION

6.1 The initial term of this Framework Agreement will be for three years, commencing on 1 September 2019 and expiring on 31 August 2022 unless terminated earlier as provided for in this Clause 6.

6.2 Jisc Collections or the Publisher may terminate this Framework Agreement at any time on the material or persistent breach by the other of any obligation on its part under this Framework Agreement by serving a written notice on the other identifying the nature of the breach. The termination will become effective thirty days after receipt of the written notice unless during the relevant period of thirty (30) days the defaulting party remedies the breach forthwith by written notice to the other party.

6.3 This Framework Agreement may be terminated by Jisc Collections or the Publisher with immediate effect by written notice to the other party if the other party becomes insolvent, admits or shows clear evidence of insolvency or of 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 insolvent petition in bankruptcy or an order to that effect (collectively, “Insolvency Circumstances”).
7. TRANSPARENCY

7.1 The terms of this Framework Agreement and of each Membership Agreement, the agreed discounts and the actual paid APCs, can be made public by the Publisher, by Jisc Collections and any Participating Organisation.

8. FORCE MAJEURE

8.1 A party’s failure to perform any term or condition of this Framework Agreement, or of a Membership Agreement, shall not be deemed to be, or to give rise to, a breach of this Framework Agreement or of the Membership Agreement to the extent that such failure is a direct result of circumstances beyond the control of the relevant party (including without limitation, war, strikes, flood, governmental restrictions, and power, telecommunications or Internet failures or damages to or destruction of any network facilities) (“Force Majeure”).

8.2 If a party to this Framework Agreement, or to a Membership Agreement, is prevented or delayed in the performance of any of its obligations by Force Majeure, and if such party gives written notice thereof to the party or parties to which such obligation is owed, specifying the matters constituting Force Majeure together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue, then the party in question shall be excused the performance or the punctual performance as the case may be as from the date of such notice for so long as such cause of prevention or delay shall continue. If that party is prevented by Force Majeure from performing one or more of its material obligations for a period exceeding one month, or for more than two calendar months in total in any twelve-month period, a party to which such obligations are owed may terminate this Framework Agreement, and/or the Membership Agreement, as between those two parties.

9. ASSIGNMENT

9.1 Except as permitted under this Framework Agreement, neither this Framework Agreement nor any of the rights and obligations under it may be sub-contracted, assigned or novated by either party without obtaining the prior written consent of the other party. The Publisher hereby consents to any assignment or novation by Jisc Collections to a legal entity set up to perform the obligations and enjoy the benefits of Jisc Collections. Jisc Collections consents to any assignment or novation by the Publisher to an entity to which the part of the activities of the Publisher into which this Framework Agreement falls and/or as part of or pursuant to a corporate reorganisation, merger or acquisition involving the Publisher. The respective consents of the Publisher and Jisc Collections in the preceding two sentences are expressly conditional on (i) the assigning or novating party giving written notice of such proposed assignment or novation to the other party not less than thirty days prior to the proposed assignment or novation and (ii) providing, not less than ten days prior to the proposed assignment or novation, reasonable evidence that the proposed assignee or novatee is capable, financially and operationally, of performing all obligations of the assigning or novating party.

10. GOVERNING LAW AND DISPUTE RESOLUTION

10.1 This Framework Agreement shall be governed by and construed in accordance with English law and the parties irrevocably agree that any dispute arising out
of or in connection with this Framework Agreement will be subject to the jurisdiction of the English courts.

10.2 The parties agree to use best efforts to resolve disputes in an informal manner, by decision of the chief executive officer, executive editor, general counsel or editor-in-chief of the Publisher and the Executive Director for Digital Resources of Jisc Collections. Where the parties agree that a dispute arising out or in connection with this Framework Agreement would best be resolved by the decision of an expert, they will, in good faith and acting reasonably, endeavour to agree upon the nature of the expert required and together appoint a suitable expert by agreement.

10.3 Any person to whom a reference is made under Clause 10.2 shall act as expert and not as an arbitrator and shall be required to give each party a reasonable opportunity to present its position. His/her decision (which shall be given by him/her in writing and shall state the reasons for his/her decision) shall be final and binding on the parties except in the case of manifest error or fraud by that expert.

10.4 Each party shall provide the expert with such information and documentation as (s)he may reasonably require for the purposes of his/her decision.

10.5 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, including in particular the respective merits of each party’s position, or, if no determination is made by the expert, by the parties in equal proportions.

11. NOTICES

11.1 Operational information shall be exchanged via the parties’ usual communication channels and not under the provisions of this Clause 11. All formal notices required to be given under this Framework Agreement shall be given in writing in English and sent by email to the email address(es) set out below, or to such other email address as may be notified by either party to the other from time to time under this Framework Agreement, and all such notices shall be deemed to have been received three (3) days after the date of sending, as evidenced by the party giving the notice concerned:

if to Jisc Collections: Liam Earney
Executive Director for Digital Resources
Jisc Collections
15 Fetter Lane
London EC4A 1EW
UK
Liam.earney@jisc.ac.uk

if to the Publisher: Frontiers Media S.A.
Ronald Buitenhuis
Head of Publishing Solutions
institutions@frontiersin.org

with a copy to: Frontiers Media S.A.
Legal Department
legal.department@frontiersin.org.
12. **GENERAL**

12.1 This Framework Agreement including its Annexes and their respective Schedules, constitutes the entire agreement between the parties concerning the subject matter of this Framework Agreement, and supersedes all prior communications, understandings and agreements (whether written or oral) relating to its subject matter and may not be amended or modified except by agreement of both parties in writing. This Framework Agreement does not terminate, amend or otherwise affect the Publications Router Service Agreement for Open Access Publishers between Jisc Collections and the Publisher except to the extent expressly stated in this Framework Agreement.

12.2 The Schedules and Annexes shall have the same force and effect as if expressly set out in the body of this Framework Agreement, and any reference to this Framework Agreement shall include the Schedules and Annexes.

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

This Framework Agreement has been duly signed by or on behalf of the parties on the date stated at the start of this Framework Agreement,

SIGNED by: Kamila Markram  
Position: CEO  
(Signature)

SIGNED by: Frederick Fenter  
Position: Executive Editor  
(Signature)

SIGNED by: Ronald Buitenhuis  
Position: Head of Publishing Solutions  
(Signature)

for and on behalf of  
FRONTIERS MEDIA S.A.

SIGNED by: Liam Earney  
Position: Director  
(Signature)

for and on behalf of  
JISC SERVICES LIMITED  
(OPERAING AS JISC COLLECTIONS)

WITNESSED by: Sukaina Rajwani  
Position: Licensing Administrator  
(Signature)

**Annexes to this Framework Agreement:**
Annex 1 – Order and Acceptance Form  
Annex 2 – Membership Agreement
ANNEX 1: ORDER AND ACCEPTANCE FORM

The Order and Acceptance Form set out below is an example. Any form may be used on condition that it provides that the accepting Institution enters into a Membership Agreement and the terms of the Membership Agreement (see Annex 2), and it does not contain any terms contradictory to or inconsistent with the terms of this Framework Agreement or the Membership Agreement set out in Annex 2.

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**Basket contents**

<table>
<thead>
<tr>
<th>Item</th>
<th>Type</th>
<th>Licence Acceptance Status</th>
<th>Starts</th>
<th>Expires</th>
<th>Agent</th>
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<td>One off</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>N/A</td>
</tr>
</tbody>
</table>

*Your order notes area*

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**Designated Site Representatives**

- [ ] Selected up to three designated sites
- [ ] Designated sites that you would like to associate with this order.

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**Open Access Membership order and acceptance**

- [ ] I am authorised by my Institution to make this order. By clicking on the 'I Confirm and Place Order' button (on behalf of my Institution) acknowledge that I have read and understood the Membership Agreement(s) listed below and agree to be bound by the terms and conditions of such Agreements. I agree that my Institution will pay the membership fee(s) due from the invoice(s) generated from this order no later than thirty (30) days after being issued by Jisc Collections or the publisher.

*Open Access Membership Agreement.doc*

It should be noted that by clicking on the 'I Confirm and Place Order' button your Institution is legally bound to pay for each Agreement listed above the full total relevant fee for your Institution (if and when demanded) from the start date until the expiry date of such Agreements as set out in this Form.*
ANNEX 2: MEMBERSHIP AGREEMENT

This Membership Agreement is entered into by and among

PARTIES

(1) FRONTIERS MEDIA S.A., a company incorporated and registered in Switzerland; registered office: Avenue du Tribunal Fédéral 34, CH – 1005, Lausanne, Switzerland ("Publisher"); and

(2) the Institution which signs this Membership Agreement, or which completes the Jisc Collections Online Order and Acceptance Form to become a Participating Organisation as described in this Membership Agreement (the "Participating Organisation").

BACKGROUND

1. The Publisher and Jisc Collections have agreed that Jisc Collections will facilitate an arrangement under which eligible UK institutions can enter into this Membership Agreement and thus obtain conditions which are equal for each such institution, regardless of size or research output, including a special discount ("National Discount") on Article Processing Charges (APCs), and a process for central invoicing.

2. With such a Membership, APCs for Eligible Articles (as hereafter defined) are no longer paid by authors, but centrally by Institutions/ Participating Organisations and with streamlined workflows.

3. The Participating Organisation will be able to verify (accept or decline) responsibility for the APC of an article before invoicing, after submission, during the review process. If the responsibility for an APC is accepted by the Participating Organisation, the National Discount will be automatically applied.

4. The only amount invoiced by the Publisher is the APC for each Eligible Article.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

1.1 In this Membership Agreement, the following terms have the following respective meanings:

"Article Processing Charge (APC)" means the charge made by the Publisher for services related to the submission, review, preparation for publication and (if accepted, at the Publisher’s discretion) publication of an article which has been accepted for publication in accordance with the Publisher’s processes and principles.

"Eligible Author" means an author who is affiliated to or based at a Participating Organisation, including retired personnel, of an article submitted to the Publisher.
“Eligible Article” means an article by an Eligible Author accepted for publication by the Publisher in respect of which the Participating Organisation agrees (under the verification process provided for in this Membership Agreement) to pay the APC centrally.

"Institutions" means the UK-based institutions identified at https://www.jisc-collections.ac.uk/Help-and-information/JISC-Banding. This list may be updated from time to time to reflect mergers between Institutions or otherwise.

"Participating Organisation" means the Institution entering into this Membership Agreement by properly completing and submitting the relevant Jisc Collections Online Order and Acceptance Form.

"Membership Period" means the term of this Membership Agreement as set out below.

"Membership" means membership of the Publisher’s institutional membership program under the terms of this Membership Agreement.

"Membership Agreement" means this Membership Agreement, including its Schedules.

“National Discount” means the discount applied by the Publisher to Eligible Articles in accordance with this Membership Agreement.

“Jisc Collections Online Ordering Service” means the online ordering service developed by Jisc Collections. The Jisc Collections Online Ordering Service can be found at https://www.jisc-collections.ac.uk.

"Order Confirmation Email (Institution)" means the email from Jisc Collections to the Institution, automatically generated by the Jisc Collections Online Ordering Service after the Institution has completed the Order and Acceptance Form, confirming that the Institution has placed the order, the start and end date of the Membership Period and that the Institution has agreed to the terms and conditions of this Membership Agreement and has thus become a
"Order Confirmation Email (Jisc Collections)" means the email from Jisc Collections to itself, automatically generated by the Jisc Collections Online Ordering Service after the Institution has completed the Order and Acceptance Form, confirming that the Institution has placed the order, the start and end date of the Membership Period for the Institution and that the Institution has agreed to the terms and conditions of this Membership Agreement and has thus become a Participating Organisation.

"Order Confirmation Email (Publisher)" means the email from Jisc Collections to the Publisher, automatically generated by the Jisc Collections Online Ordering Service after the Institution has completed the Order and Acceptance Form, confirming that the Institution has placed the order, the start and the end date of the Membership Period for the Institution and that the Institution has agreed to the terms and conditions of this Membership Agreement and has thus become a Participating Organisation.

"Order and Acceptance Form" means the form made available by Jisc Collections for agreement to the terms of this Membership Agreement as part of the Jisc Collections Online Ordering Service, completion of which by an Institution constitutes acceptance of the terms of this Membership Agreement.

“Start Date” means the date on which this Membership Agreement comes into effect, as stated on the Order and Acceptance Form.

1.2 Headings in this Membership Agreement are for reference purposes only and shall not be deemed to be an indication of the meaning of the clause to which they relate.

1.3 Where the context so implies, words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.

2. **MEMBERSHIP; MUTUAL RIGHTS AND OBLIGATIONS**

2.1 In consideration for the Publisher providing the Institution with Membership on the terms and conditions as set out in this Membership Agreement and performing its obligations as set out in Clause 3, the Institution will perform its
obligations as a Participating Organisation as set out in this Membership Agreement.

3. OBLIGATIONS OF THE PUBLISHER

3.1 The Publisher agrees to provide the Participating Organisation with the following Membership advantages:

3.1.1 a 10% National Discount on APCs for any Eligible Article (see also Section A.3 in Schedule 1);

3.1.2 listing on the Publisher’s website as an institutional member;

3.1.3 email notifications to the Participating Organisation about newly submitted articles by corresponding Eligible Authors;

3.1.4 a process for central invoicing, and a verification process allowing the Participating Organisation to agree or decline to pay any APC that falls under this Membership Agreement before invoicing (an example of such a verification process is set out in Schedule 2, the Participating Organisation and the Publisher being free to mutually agree on any appropriate replacement process); and

3.1.5 all reasonable efforts to provide the Participating Organisation with data about published articles by Eligible Authors (details in Section E in Schedule 1).

3.1.6 In addition to the licences granted through CC-BY granted by Eligible Authors and/or the Institution to the Publisher and the world at large, the Publisher offers technical services for repository deposits, including those for the Jisc Publications Router service, as described in Section F in Schedule 1.

4. OBLIGATIONS OF THE PARTICIPATING ORGANISATION

4.1 The Institution agrees as part of the Membership:

4.1.1 to provide the Publisher with one central point of contact for verification and invoicing purposes, as described in Schedule 2, on or shortly after this Membership Agreement comes into effect;

4.1.2 to indicate whether it opts for the Prepayment or the Invoiced Monthly Invoicing variant of the Membership, as described in Schedule 1, and, if it opts for the Prepayment variant, the initial prepayment amount it wishes to pay, or if it wishes to discuss the initial prepayment amount with the Publisher;

4.1.3 to provide a response to the verification request for each article within 21 days, in accordance with the procedure set out in Schedule 2 (or other procedure which may be agreed), either confirming or declining responsibility for payment of the APC of the article for which verification is requested;
4.1.4 pay the Publisher any applicable APCs for which it has agreed to accept responsibility. Those APCs are invoiced net of the National Discount (and all other applicable discounts), and they are invoiced and payable in US Dollars. Payment terms are thirty days from invoice.

5. EDITORIAL INDEPENDENCE; RULES AND PROCESSES OF PUBLISHER

5.1 Nothing herein contained shall oblige the Publisher to publish any article submitted to the Publisher. The Participating Organisation acknowledges that the selection of material to be published is entirely at the discretion of the Publisher, and the Participating Organisation waives any claim it may have against the Publisher in the event that the Publisher refuses or declines to publish any material by an Eligible Author or the Participating Organisation. All articles submitted will remain subject to the Publisher’s standards, editorial processes, rules, policies and conditions. The arrangements set out in this Membership Agreement have no effect on the Publisher’s peer-review, acceptance, rejection, publication and/or retraction processes.

5.2 Data Protection: All parties agree to comply with all applicable data protection laws. Each party is considered to be a data controller of any data it processes concerning any identifiable person. If any party becomes a data processor for another party, a suitable data protection agreement shall be entered into as necessary.

6. TERMS OF PUBLICATION

6.1 Submission of any article to the Publisher is subject to the Publisher’s terms and conditions (https://www.frontiersin.org/legal/terms-and-conditions) as may be amended from time to time. In the event of any inconsistency between the Publisher’s terms and conditions and the provisions of this Membership Agreement, the provisions of this Membership Agreement shall prevail to the extent of the inconsistency; however, nothing in this Membership Agreement may be interpreted to mean or imply any derogation from the Publisher’s editorial and ethical rules and processes.

6.2 Articles accepted by the Publisher for publication are published in open access under a Creative Commons CC-BY terms, the current version of which is set out at https://creativecommons.org/licenses/by-nc/4.0 (summary) and https://creativecommons.org/licenses/by/4.0/legalcode (full version). The Institution agrees that the Eligible Author is authorised to agree to a Creative Commons CC-BY licence on behalf of the Institution, where the Institution owns the copyright in the submitted article.

6.3 The Publisher’s website also provides Author Guidelines (https://www.frontiersin.org/about/author-guidelines).

7. ENTRY INTO EFFECT; EFFECT ON EXISTING AGREEMENTS; TERM AND TERMINATION

7.1 The term of this Membership Agreement will commence upon the Start Date as set out in the Order and Acceptance Form (and subsequently in the Order Confirmation Email (Institution) and Order Confirmation Email (Publisher)) and
will remain in full force and effect until the end of the Membership Period on 31 August 2022 as set out in such Order and Acceptance Form, unless terminated earlier as provided for in this Clause 7.

7.2 The Institution may terminate this Membership Agreement at any time without cause taking effect on the next anniversary date of 1 September 2019 as set out on the Order and Acceptance Form (and subsequently in the Order Confirmation Email (Institution)) by giving the Publisher and Jisc Collections sixty days’ notice to that effect.

7.3 Coming into effect of this Membership Agreement automatically causes, by mutual agreement, termination of any other institutional membership program agreement (including prepayment and other central invoicing agreements) which may be in effect between the Institution and the Publisher, including any discounts provided for in any such agreement. If an institutional prepayment agreement is in effect, the prepayment variant set out in this Membership Agreement shall automatically come into effect unless the Institution notifies the Publisher in writing, in the Order and Acceptance Form or within five business days of its completion by the Institution. Any credit available to the Institution shall continue to be available to the Institution or shall be reimbursed by Frontiers to the Institution if the prepayment variant is discontinued by the Institution as described in the preceding sentence.

7.4 Either party may terminate this Membership Agreement at any time if the other party commits a material breach or repeated breaches of this Membership Agreement and fails to remedy that breach or those breaches within thirty days of notice served by the non-breaching party specifying the breach(es). At the end of that thirty-day period, this Membership Agreement shall be terminated unless remedy of the breach(es) has occurred, as reasonably agreed by the non-breaching party, within that period.

7.5 Either party may terminate this Membership Agreement by written notice with immediate effect if the other party ceases or threatens to cease to carry on its business or activity, goes into administration, receivership or administrative receivership, or becomes, by its own admission or as reasonably demonstrated by relevant evidence, unable to pay its debts as and when they become due or to comply with its material obligations under this Membership Agreement, or in any event analogous to any of the foregoing occurs in any jurisdiction.

7.6 The date of acceptance for publication by the Publisher is the reference date to decide whether an article is an Eligible Article covered by this Membership Agreement. Any Eligible Article accepted during the Membership Period will be covered by this Membership Agreement, even if submitted prior to the Start Date; thus, the central invoicing process and the National Discount will apply to those articles unless declined by the Participating Organisation, at its discretion, in accordance with this Membership Agreement.

8. FORCE MAJEURE

8.1 Either party’s failure to perform any term or condition of this Membership Agreement (other than an obligation to pay monetary amounts due) as result of circumstances beyond the control of the relevant party (including without limitation, war, strikes, flood, governmental restrictions, and power, telecommunications or Internet failures or damages to or destruction of any network facilities (“Force Majeure”) shall not be deemed to be, or to give rise to, a breach of this Membership Agreement.
8.2 If either party to this Membership Agreement is prevented or delayed in the performance of any of its obligations under this Membership Agreement by Force Majeure, and if such party gives written notice thereof to the other party specifying the matters constituting Force Majeure together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue, then the party in question shall be excused the performance, or the punctual performance as the case may be, as from the date of such notice for so long as such cause of prevention or delay shall continue.

9. ASSIGNMENT

9.1 Except as permitted under this Membership Agreement, neither this Membership Agreement nor any of the rights and obligations under it may be assigned by any party without obtaining the prior written consent of the other party. Such consent shall not unreasonably be withheld or delayed. In any permitted assignment, the assignor shall procure and ensure that the assignee shall assume all rights and obligations of the assignor under this Membership Agreement and that such assignee agrees to be bound to all the terms of this Membership Agreement.

9.2 Each party consents to any assignment or novation of this Membership Agreement by the other party to an entity to which the part of the activities of the assigning party into which this Membership Agreement falls and/or as part of or pursuant to a corporate reorganisation, merger or acquisition involving the assigning party. The respective consents of the parties in this Clause 9 are expressly conditional on (i) the assigning or novating party giving written notice of such proposed assignment or novation to the other party not less than thirty days prior to the proposed assignment or novation and (ii) providing, not less than ten days prior to the proposed assignment or novation, reasonable evidence that the proposed assignee or novatee is capable, financially and operationally, of performing all obligations of the assigning or novating party.

10. LIABILITY

10.1 Except as provided for in Clause 10.2, neither the Participating Organisation nor the Publisher will be liable to the other in contract, tort or otherwise for:

i) any special, indirect, incidental, punitive or consequential damages;
ii) loss of business, contracts or anticipated savings; or
iii) for any increased costs or expenses (other than costs and expenses incurred in direct connection with the management or prosecution of a dispute between the parties, in which case the allocation of liability in that regard shall be with the court or tribunal with jurisdiction over the dispute).

10.2 Neither party limits its liability for:

i) death or personal injury to the extent it results from its negligence, or of its employees or agents in the course of their engagement; and
ii) its own fraud or that of its employees or agents in the course of their performance of this Membership Agreement.

11. GOVERNING LAW AND DISPUTE RESOLUTION

11.1 This Membership Agreement shall be governed by and construed in accordance with English law and the parties irrevocably agree that any dispute
arising out of or in connection with this Membership Agreement will be subject to the jurisdiction of the courts of England and Wales.

11.2 The parties agree to use best efforts to resolve disputes in an informal manner, by decision of the chief executive officer, executive editor, general counsel or editor-in-chief of the Publisher and the chief executive or vice-chancellor, chief financial officer or chief legal officer of the Participating Organisation. Where the parties agree that a dispute arising out or in connection with this Membership Agreement would best be resolved by the decision of an expert, they will, in good faith and acting reasonably, endeavour to agree upon the nature of the expert required and together appoint a suitable expert by agreement.

11.3 Any person to whom a reference is made under Clause 11.2 shall act as expert and not as an arbitrator and shall be required to give each party a reasonable opportunity to present its position. His/her decision (which shall be given by him/her in writing and shall state the reasons for his/her decision) shall be final and binding on the parties except in the case of manifest error or fraud by that expert.

11.4 Each party shall provide the expert with such information and documentation as (s)he may reasonably require for the purposes of his/her decision.

11.5 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, including in particular the merits of the disagreement and of the parties’ respective decisions, or, if no determination is made by the expert, by the parties in equal proportions.

12. NOTICES

12.1 All notices required to be given under this Membership Agreement shall be given in writing in English and sent by courier, or special delivery to the relevant addressee at its address set out below, or to such other address as may be notified by either party to the other from time to time under this Membership Agreement, and all such notices shall be deemed to have been received three (3) days after the date of posting in the case of special delivery or despatch in the case of courier:

if to the Participating Organisation: as stated in the Order and Acceptance Form

if to the Publisher: Frontiers Media S.A.
Ronald Buitenhuis
Head of Publishing Solutions
institutions@frontiersin.org

Avenue Tribunal-Fédéral 34
1005 Lausanne
Switzerland

with a copy to: Frontiers Media S.A.
Legal Department
legal.department@frontiersin.org.
13. **GENERAL**

13.1 This Membership Agreement, including its Schedules and any documents expressly incorporated into this Membership Agreement, constitutes the entire agreement between the parties relating to the Membership of the Participating Organisation, and supersedes all prior communications, understandings and agreements (whether written or oral) relating to its subject matter. This Membership Agreement may not be amended or modified except by written agreement of all parties to it.

13.2 The Schedules to this Membership Agreement have the same force and effect as if expressly set in the body of this Membership Agreement and any reference to this Membership Agreement shall include its Schedules.

13.3 The invalidity or unenforceability of any provision of this Membership Agreement shall not affect the continuation in force of the remainder of this Membership Agreement.

13.4 The rights of the parties arising under this Membership Agreement may not be waived except in writing. Any waiver of any right of any party under this Membership Agreement or of any breach of this Membership Agreement by the other parties shall not be construed as a waiver of any other rights or of any other or further breach. Failure by a party to exercise or enforce any rights conferred upon it by this Membership Agreement 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.

**No signatures – online contract formation**: This Membership Agreement is entered into by the Participating Organisation completing the Online Order and Acceptance Form provided by Jisc Collections, referencing this Membership Agreement. Confirmation of the coming into effect of this Membership Agreement will be confirmed by Jisc Collections through the sending of emails to the Participating Organisation, the Publisher and to itself.

**Schedules to this Membership Agreement**:

Schedule 1 – Commercial and Central Invoicing Terms

Schedule 2 – Verification Process and Contact Point

Schedule 3 – APCs as on 15 August 2019
SCHEDULE 1 – COMMERCIAL AND CENTRAL INVOICING TERMS

This is Schedule 1 to the Membership Agreement between Frontiers Media S.A. and the Participating Organisation, as confirmed by the Participating Organisation by completing an Online Order and Acceptance Form made available by Jisc Collections.

A. Financial terms

A.1 Costs

The only costs invoiced by the Publisher for Eligible Articles accepted for publication are the APCs. Rejected articles do not incur any fees or costs.

- There is no minimum annual charge. Yearly costs for any Participating Organisation depend exclusively on the number of Eligible Articles and their respective APCs from that organisation published by the Publisher within that year.
- Each Participating Organisation will be able to verify, and confirm or decline, an article as Eligible Article (and thus its responsibility for any APCs), at its discretion (see Schedule 2).
- If a Participating Organisation declines the APC for a given article, the Publisher will invoice the corresponding author without the National Discount.
- If no articles from a given Participating Organisation are published by the Publisher in a year, that organisation will have zero Publisher-related publishing costs for that year.
- Any other paid services provided by the Publisher upon request of authors fall out of the scope of this Membership Agreement.

A.2 APCs

Subject to the other provisions of this Membership Agreement, the applicable APC for an Eligible Article (minus the National Discount and any other applicable discounts) is the one valid shown on the Publisher’s website ([https://www.frontiersin.org/about/publishing-fees](https://www.frontiersin.org/about/publishing-fees)) on the date of submission of the respective article.

During the term of this Membership Agreement, the APCs per article type will not, for Eligible Articles, exceed the APC maxima as set out in this Section A.2 below and in Schedule 3.

The APC maxima per article type in force on 15 August 2019 are as follows:

- [details removed]

A.3 National Discount

- The National Discount is a 10% discount offered by the Publisher on all APCs paid by the Participating Organisation for Eligible Articles. The National Discount is applied after any other applicable discounts.
- The National Discount applies to Participating Organisations regardless of the size of the Participating Organisation, its research output, its Jisc Collections band or the amount it prepay.
• The National Discount will be applied where the APC (net of the National Discount) is covered in full by the Participating Organization via centralised invoicing.

### A.4 Payment and Central Invoicing Variants

Instead of invoicing the authors, under this Membership Agreement the invoicing and payment workflows are streamlined for Eligible Articles – invoices are aggregated and addressed to the Participating Organisation via its central point of contact.

The Participating Organisation remains in full control as each article’s eligibility is verified (confirmed or declined) by its central contact point before being added to the institutional account (see also Section E in this Schedule 1) and invoiced. This verification process is as described in Schedule 2 or can be another process which may have been mutually agreed between the Participating Organisation and the Publisher for that purpose.

Participating Organisations can choose one of two central invoicing and payment arrangements both with the same conditions as described in this Membership Agreement, including the National Discount: Invoiced Monthly and Prepayment:

1. **INVOICED MONTHLY:** With a monthly invoicing model APCs for all Eligible Articles are aggregated into a single invoice each month and invoiced after article acceptance after the end of the month.
2. **PREPAYMENT:** Participating Organisations can opt to make a prepayment, which would create a fund managed by the Publisher, to be used without limit in time and from which APCs for Eligible Articles would be debited. Prepayment deposits can be arranged any time during the year and for any agreed amount. If the prepayment account is exhausted, the Participating Organisation may, but is not obliged to, replenish it. If that account is not replenished, the Publisher will revert to the INVOICED MONTHLY arrangement, with no loss of discounts.

Monthly aggregated amounts as well as prepayments (including top-up payments) are invoiced and payable in US Dollars.

### B. Acknowledgement of funders

Funder information is published with the article; the Publisher collaborates with FundRef on uniform representation of funder information.

The following standard acknowledgement will be added to all articles whose APC is paid for centrally by the Participating Organisation under this Membership Agreement: “Support by covering the Article Processing Charge for this Open Access Publication provided by [name of the Participating Organisation].”.

### C. Published articles – Creative Commons copyright license

Authors (or their organisations) retain their copyright.

The Publisher publishes all content under the Creative Commons “Attribution” (CC-BY) license, currently version 4.0 (https://creativecommons.org/licenses/by/4.0) and automatically updated as and when updated by the Creative Commons organization.
For articles published prior to October 2012, the Publisher published under the Creative Commons non-commercial (CC-NC) licence, which is similar to CC-BY but does not allow commercial use.

Nothing in this Membership Agreement, other than the requirement to attribute first publication to the Publisher in any future re-publication, shall be taken to restrict, limit or curtail any provisions of the Creative Commons licenses used for publication by the Publisher of Eligible Articles.

D. Transparency/ non-confidential pricing and other terms

The Publisher’s peer-review process is clearly described on its website: https://www.frontiersin.org/about/review-system.

See also the Publisher’ blog post on peer-reviewing and transparency: https://blog.frontiersin.org/2017/09/12/competing-interests-in-peer-review-the-importance-of-transparency.

The Publisher has, as participating publisher of The Initiative for Open Citations, or “I4oC”, chosen to deposit citation data and make it publicly available. More information can be found here: https://i4oc.org.

The Publisher’s pricing model is readily and transparently available publicly on this webpage: https://www.frontiersin.org/about/publishing-fees.

All arrangements the Publisher has with libraries or national consortia are publicly announced on the Publisher’ institutional membership page: https://www.frontiersin.org/about/institutional-membership.

E. Institutional account and reporting

For each Participating Organisation, the Publisher will create an institutional account, allowing Eligible Authors to nominate their Institution to pay APCs, and allowing the Institution at any given moment to log in online to find the current status of all its invoices. The Publisher will use all reasonable efforts to make this account operational within five working days of the Publisher being notified of the Membership of the Participating Organisation.

Participating Organisations will receive monthly statements/reports containing the following information about Eligible Articles:
   i. article title,
   ii. DOI,
   iii. link to the published article,
   iv. journal title,
   v. headline APC, applied discounts, final amount invoiced,
   vi. corresponding author names and email addresses, co-author names, and – on request and where feasible – their affiliations including ORCIDS (where available),
   vii. funding information (grant ID),
   viii. date of notification (email sent from the Publisher to the Participating Organisation), date of verification by the Participating Organisation,
   ix. and the article submission, acceptance and publication date.
The Publisher will provide an annual report (currently in XLS format) to each Participating Organisation (with copy to Jisc Collections) about Eligible Articles and/or articles by corresponding Eligible Authors published in that year. Upon request the Publisher can provide this report to any Participating Organisation more frequently.

The Publisher will also provide an annual overview report to Jisc Collections as well as, on request, to each Participating Organisation covering the whole country and broken down per Participating Organisation.

F. Automatic depositing in repositories

The Publisher submits, the full text of all articles to CLOCKSS for long term archiving and preservation. Abstracts and metadata of all the Publisher’s journals are deposited in the DOAJ. The repositories in which this content is deposited are dynamic, and no repository gives any guarantee that it will maintain its relationship with any publisher, but the Publisher strives to ensure that all its journals, including new journals, are referenced in all major repositories.

Depending on the journal, where relevant, content is also submitted to (or is indexed by) other repositories, such as (as on 1 June 2019) PubMed Central, Europe PubMed Central, Google Scholar (all journals indexed by Google), CAS, OpenAIRE, Web of Science, Scopus, Embase, EI Compendex, Semantic Scholar, PsychINFO, Ulrich’s Periodicals Directory and others.

All the Publisher’s content is submitted to CrossRef and published with a DOI, and all co-authors (for whom contact details were supplied to the Publisher at the time of article submission) are informed where this information is available.

This Membership Agreement does not affect the Publications Router Service Agreement for Open Access Publishers entered into by Jisc Collections and the Publisher in 2018, which remains in effect in accordance with its terms.

Authors and Participating Organisations can archive, under the CC-BY license, any version of any publication by the Publisher and without any delay in any repository or website.

SCHEDULE 2 – VERIFICATION PROCESS AND CONTACT POINT
This is Schedule 2 to the Membership Agreement between Frontiers Media S.A. and the Participating Organisation, as confirmed by the Participating Organisation by completing an Online Order and Acceptance Form made available by Jisc Collections.

The Participating Organisation will have the opportunity to verify whether an article is covered by this Membership Agreement or not. Therefore, the publisher provides a verification process, by default for articles by corresponding Eligible Authors. This Schedule 2 provides details on this process. Any changes to this process agreed by the Publisher and the Participating Organisation will be verified in writing.

The Participating Organisation will provide one central point of contact for the verification process as well as invoicing purposes. If a Participating Organisation does not have a central library or department which can serve as the central contact, different parameters for verification can be discussed with the Publisher and implemented if mutually agreed between the Publisher and the Participating Organisation. Any changes in those parameters will be implemented as soon as reasonably practicable.

The verification takes place after article submission and once the Publisher’s Research Integrity team has ensured that the article is objectively fit for peer review, in parallel to the peer review process. This allows timely verification of articles. This process also allows the Publisher to aggregate all invoices into a single monthly invoice, and to ensure that invoices are sent to the central point rather than to each author.

If an organisation elects to verify articles on acceptance, the Publisher would then have to invoice separately for each article instead of sending a monthly aggregated invoice. Errors can still be flagged, and incorrect invoices will be modified. Such a workflow change can be discussed with the Publisher and agreement of such change would be confirmed in writing by the Publisher and the Participating Organisation.

**Figure 1: Verification workflow**

Description of the standard verification process (see also Figure 1):
1. Upon submission, the author identifies the organisation that will pay the invoice ("Payer"), which is usually the author’s own organisation, from the pre-defined payers list (see Figure 2). Once an Institution becomes a Participating Organisation, it will be included in this list.

2. If the organisation chosen as the Payer is the Participating Organisation, the author is provisionally deemed (subject to verification and confirmation by the participating Organisation) to be an Eligible Author and the Publisher sends a verification request to the agreed contact point at the Participating Organisation (usually the library).

3. If a corresponding author does not choose the Participating Organisation as Payer but submits an article via an email address with the pre-defined domain name of the Participating Organisation, or enters the Participating Organisation’s name as his/her affiliation in the submission process, that author is provisionally deemed (subject to verification and confirmation by the Participating Organisation) to be an Eligible Author and the Publisher will contact the author to inform him/her of the Membership. The Participating Organisation is then provisionally identified as Payer and the verification request is sent to the Participating Organisation. If a non-corresponding author does not choose the Participating Organisation as Payer, that author would not be deemed to be an Eligible Author, the Publisher would not contact this author to inform him/her of the Membership, the Participating Organisation would not be identified as Payer and the verification request would not be sent to the Participating Organisation. However, if this non-corresponding author or the Participating Organisation informs the Publisher that the author should be deemed an Eligible Author (for example, because the author is a grantee whose grant is held by the Participating Organisation), the article by this author would then go through the same process as if it were by a corresponding author.

Figure 2: Screenshot of selecting the Payer during the submission process
and it may well be treated as an Eligible Article under this Membership Agreement and benefit from the centralised invoicing and National Discount (see first sentence under this point above). If vice versa, a non-corresponding author does not choose the Participating Organisation as Payer and neither does this author or the Participating Organisation inform the Publisher that the article should fall under this Membership Agreement, then this article will not be detected for the verification process and not be deemed to be eligible.

4. This verification request is (currently) effected by email containing relevant details (including any funder information and the applicable discounts) so that a proper assessment can be made by the Participating Organisation. For example, if a grant from a third-party funder is available to cover the APC, but the author names his/her own institution as Payer, that information will be reflected in the verification email sent to the Participating Organisation, so that (if applicable) the Participating Organisation can refuse to pay. In such a case, the Publisher would then re-contact the author who can then decide to select this third-party funder as Payer.

5. Upon the Participating Organisation’s positive response to the verification request, the APC (after deduction of the National Discount) will be added to the Participating Organisation’s account.

6. If the Participating Organisation declines, it shall have no further responsibility in respect of that article. The Publisher will inform the author, and the author can decide to select a different Payer or arrange for payment of the invoice him/herself.

7. It is important that the Publisher receives a response (either a confirmation or a refusal) to the verification request for each article within 21 days. A first reminder is sent by the Publisher after 7 days, and a second reminder after 14 days, to the central point of contact. In the absence of a response in that time, it will be assumed that the article is not an Eligible Article, and the Publisher will invoice the corresponding author for that article without the National Discount.

8. When a Participating Organisation has either confirmed its payment of an APC for an article in error, or changes its response, the Publisher will endeavour to cooperate by instead invoicing the author or (if applicable) another organisation. However, if the Publisher has relied on the confirmation of the Participating Organisation and is unable to obtain payment from an alternative source following a change in response by the Participating Organisation, it shall not be obliged to refund or credit the amount paid by the Participating Organisation.

9. For accepted articles, publication occurs without undue delay following the production process.

SCHEDULE 3 – ARTICLE PROCESSING CHARGES ON 15 AUGUST 2019
This is **Schedule 3** to the Membership Agreement between Frontiers Media S.A. and the Participating Organisation, as confirmed by the Participating Organisation by completing an Online Order and Acceptance Form made available by Jisc Collections.

The table below provides information on Frontiers’ APC levels in force as on 15 August 2019, which vary by journal and article type. Journals are likely to move into a different APC category as they mature and thus the effective APC for articles in that journal may increase.

The APCs in the table below do not take into account applicable discounts.

A description of the different article types is provided on the Publisher’s website ([https://www.frontiersin.org/about/publishing-fees](https://www.frontiersin.org/about/publishing-fees)) and may change.

[details removed]