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Nature Publish and Read Framework Agreement

Max Planck Digital Library and Springer Nature

December 2020



Nature Publish and Read Framework Agreement (“FRAMEWORK AGREEMENT”)

AGREEMENT DETAILS:

Agreement ID number: 42178

Max-Planck-Gesellschaft zur Förderung der Wissenschaften e.V., Max Planck Digital Library, („Consortium Leader“)

Primary Address: Amalienstr. 33, D-80799 Munich

This Framework Agreement between Springer Nature Customer Service Center GmbH, Tiergartenstrasse 15-17, 69121 Heidelberg, Germany (“Publisher”) and Consortium Leader (Publisher and Consortium Leader together the “Parties”) incorporates the following documents:

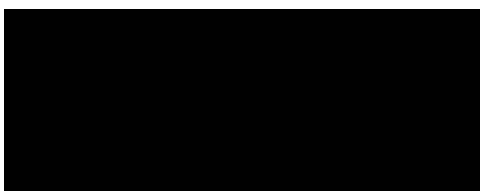
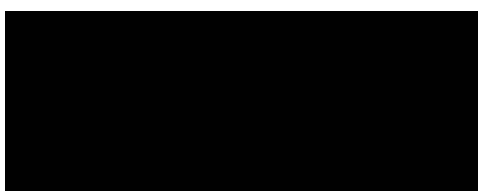
- (1) Rights and Obligations of the Parties
- (2) The Dark Archive Addendum
- (3) Schedule 1: Consortium Leader and Eligible Institution Information
- (4) Schedule 2: Nature Publish and Read Agreement Template

When executed by both Parties, this Framework Agreement shall be deemed effective on the last date of signature by Publisher or Consortium Leader.

IN WITNESS WHEREOF, the Parties have signed this Framework Agreement by their respective, duly authorized representatives on the date set forth below.

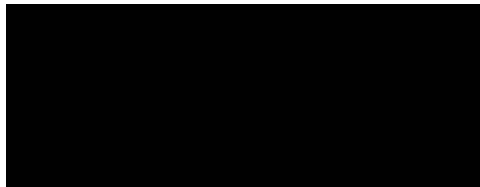
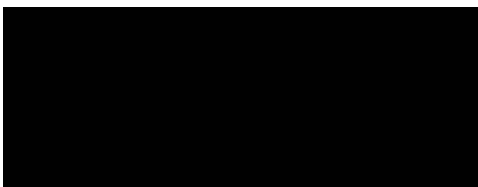
CONSORTIUM LEADER

PUBLISHER



Date: 09. Dezember 2020

Date: 09. Dezember 2020



Date: 08. Dezember 2020

Date: 09 December 2020

PREAMBLE

The Parties enter into this Framework Agreement with the joint objective of enabling authors from participating institutions to make their research articles in Nature Research journals freely and universally available for use and reuse from the moment of publication, bringing the benefits of maximum visibility and greater impact to researchers across Germany and fostering increased momentum, effectiveness and productivity in the scientific process.

The underlying model of this transformative “Publish and Read” Framework Agreement repurposes subscription expenditures to cover open access publishing services and provides full reading access to the Nature journal portfolio. The Framework Agreement is based on a tiered price structure that facilitates a smooth transition to OA for primary research and clearly demonstrates the Parties’ willingness to test novel concepts that provide sustainable OA business models and ensure full and immediate open access to primary research publications.

Nature portfolio journals are highly valued by the research community for their highly selective editorial policies, their rigorous evaluation processes, the extensive editorial and production services provided to authors, and for the high-quality non-primary research editorial content produced and commissioned by in-house professionals. Providing such exceptionally high standards of service comes at a considerable cost, which must be counterbalanced with reasonable revenues in order to be upheld. This agreement acknowledges the exceptional level of services provided by the publisher, and seeks to transpose a reasonable revenue expectation to a fair and equitable cost model for the participating institutions.

Participating institutions with vastly different holdings will benefit from the model as it provides uniform, expanded access to the entire Nature portfolio, including new journals to be launched over the term of the Framework Agreement, at a cost comparable to participants’ previous title-by-title subscriptions. At the same time, the Framework Agreement enables open access publishing for authors while mitigating the financial and organizational challenges faced by their institutions, whose subscription budgets and processes would not sustain an immediate shift from subscriptions to a fully open access publishing model based purely on article processing charges. The tiered pricing structure distributes costs for open access publishing and access services with a single annual fee that enables institutions to plan with a stable budget. Authors will not be required to pay article processing charges to Publisher for open access articles published as part of this Framework Agreement.

The cost model of the Framework Agreement apportions the total annual invoice amounts of participating institutions between a smaller share, covering Nature’s non-primary research content, and a larger share dedicated to the primary research content published in Nature journals, which represents content eligible for open access publishing. This larger share is then set aside and converted into open access publishing rights which, based on documented growth trends of German research and based on institutions’ participation, are expected to suffice for open publication of all corresponding author papers by authors from participating institutions.

This Framework Agreement complements the nationwide Projekt DEAL agreement for Springer Nature journals, which was commissioned by the Alliance of Science Organizations in Germany, with the aim of concluding transformative publish and read agreements for the entire range of electronic journals offered by the major academic publishers. The Parties conclude the present Framework Agreement to be a fair and balanced model that enables the open access transition envisioned by the Alliance. Institutions can freely decide to opt-in to the agreement, and the Parties seek broad uptake.

This Framework Agreement represents a significant milestone in Springer Nature’s commitment to open access and in finding the most effective route for transitioning the publication mode of all primary research to OA. Likewise, it constitutes a momentous advance on providing German authors ever more opportunity to publish their research fully and immediately open access, for scholars of the world to read and build upon, while containing the overall cost of scholarly communication. It delivers on the common objective of both parties - to enact a transition of highly selective, premium service journals from a subscription-based model to one based on open access publishing.

1. Term

The Term of this Framework Agreement shall be from the 1. January 2021 until 31. December 2024.

2. Obligations of Publisher

- 2.1. Publisher agrees to offer individual agreements to Eligible Institutions (as listed in Schedule 1), under the Commercial Terms (as defined below in Section 4), and the terms of the Nature Publish and Read Agreement Template (as attached as Schedule 2) such individual agreements being "Nature Publish and Read Agreement(s)". Nature Publish and Read Agreements will not constitute any legal obligations for Consortium Leader.

For clarity: Publisher reserves the right to negotiate or deviate from the terms of the Nature Publish and Read Agreement Template, if requested by an Eligible Institution, or as otherwise permitted in this Framework Agreement and its Schedules. This does not apply to the Commercial Terms and the Nature OA Publishing Terms set forth herein.

This Framework Agreement does not limit Publisher's right to offer license agreements providing reading access to the Content to Eligible Institutions, and/or offer open access publishing to authors.

- 2.2. Generally, the Eligible Institution which intends to sign a Nature Publish and Read Agreement will be required to sign the Nature Publish and Read Agreement on or before 31. October of the calendar year which precedes the first calendar year of the Term of the respective Nature Publish and Read Agreement.

2.2.1. For any Nature Publish and Read Agreements effective for the calendar year 2021, Publisher will allow Eligible Institutions to sign a Nature Publish and Read Agreement until 31. March 2021. However, it is in Publisher's discretion to allow Eligible Institutions to sign a Nature Publish and Read Agreement effective for the calendar year 2021 after 31. March 2021.

2.2.2. For clarity, if an Eligible Institution has signed a subscription agreement for the calendar year 2021 with Publisher for all or a subset of the Continuing Access Journals (as defined in the Nature Publish and Read Agreement Template), Publisher will allow the Eligible Institution to terminate the subscription agreement, and sign a Nature Publish and Read Agreement, until 31. March 2021. In this case, Publisher will charge Participating Institution the Fees calculated pursuant to Section 4.2 below. Invoices issued for the subscription agreement for the calendar year 2021 will be cancelled and a new invoice for the Fees to be paid by the relevant Participating Institution under the Nature Publish and Read Agreement will be issued. It is in Publisher's discretion to allow Eligible Institutions to sign a Nature Publish and Read Agreement effective of the calendar year 2021 after 31. March 2021.

- 2.3. If an Eligible Institution has signed such Nature Publish and Read Agreement, it will be deemed a "Participating Institution".

2.4. Publisher will notify Consortium Leader if an Eligible Institution has signed a Nature Publish and Read Agreement, and the resulting size of the Token Pool (as defined below in Section 4.5.1).

2.5. Publisher will communicate to Consortium Leader the then current Token Pool on a monthly basis.

2.6. Publisher shall notify Consortium Leader 3 months before the Token Pool is likely to be depleted, based on Publisher's reasonable forecasts. The Publisher shall notify Consortium Leader when the Token Pool is depleted.

- 2.7. For clarity, Publisher has no obligation to publish Eligible Articles under an Open Access License pursuant to Nature Publish and Read Agreements if the Token Pool is depleted.
- 2.8. Publisher will send to Consortium Leader the list of Published Articles, together with articles which are published on a subscription basis (indicated as “opt out”) as per Section 3.1.2 of the Nature Publish and Read Agreement Template on a monthly, year-to-date basis.
- 2.9. Publisher will provide the Nature Journal List to Consortium Leader on a quarterly basis.

3. Obligations of Consortium Leader

- 3.1. Consortium Leader will publicly host this Framework Agreement at the following DOI [<https://doi.org/10.17617/2.3263806>]. This obligation shall come into effect on the signing date and shall survive the expiration of the Term. Consortium Leader will host the Nature Journal List, and any updates thereof, at the following URL [<https://keeper.mpdl.mpg.de/f/07da3e7542fa4f6486cc/?dl=1>].
- 3.2. Consortium Leader will communicate, upon request, the then current list of Participating Institutions and the current Token Pool (as defined below in Section 4.5) to Eligible Institutions and Participating Institutions.
- 3.3. Consortium Leader will undertake its obligations related to allocation of Tokens as set forth in Sections 4.5.4 below.
- 3.4. If Consortium Leader receives timely notice of Publisher according to Section 2.6 that it is estimated that the Token Pool will be depleted before the end of the calendar year, Consortium Leader may endeavor to seek additional funds to supplement the Token Pool. The Parties agree that addition of supplemental funds to the Token Pool, if applicable, will need to be agreed the latest two weeks before the Token Pool is depleted. Consortium Leader will notify Participating Institutions when it has received the notification from Publisher that the Token Pool is depleted.
- 3.5. Consortium Leader understands that the Max-Planck-Gesellschaft zur Förderung der Wissenschaften e.V. signing a Nature Publish and Read Agreement is a condition precedent for the validity of this Framework Agreement and any Nature Publish and Read Agreement between Publisher and a Participating Institution.

4. Commercial Terms

- 4.1 **Definitions.** For clarity, the definitions below are used in the Framework Agreement and the Nature Publish and Read Agreement Template interchangeably and are included below for reference purposes:

“**Article Processing Charge**” (“APC”) means Publisher’s fee for the provision of the Publishing Services for each Published Article published in the applicable Nature Hybrid Journal under an Open Access License. The Article Processing Charge of EUR 9.500 corresponds to the value of one (1) Token.

“**Back Half Fee**” means Publishers fee for the Publishing Services and identified as Back Half Fee for each calendar year of the Term in the Agreement Details of the Nature Publish and Read Agreement.

“**Front Half Fee**” means Publishers fee for the reading access to the Content, as identified for each calendar year of the Term in the Agreement Details of the Nature Publish and Read Agreement.

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“**Token**” means a voucher in a value of the APC (as defined above), to be used to publish Eligible Articles. One (1) Token is required for the publication of one (1) Eligible Article.

“**Token Pool**” means the number of Tokens which are calculated as per Section 4.5 below.

“**Subscription Revenue 2020**” means the amount which an Eligible Institution has been invoiced for access to the Continuing Access Journals for the calendar year 2020 until 31. August 2020.

4.2 The Parties agree that the Fees for the Product Term Nature OA Publishing under a Nature Publish and Read Agreement under this Framework Agreement will be calculated by Publisher as follows (the relevant Tier, Increase and Additional Tokens being set forth in Schedule 1):

4.2.1 Calculation of Fees for Participating Institutions in Tier 1 for Nature Publish and Read Agreement for the calendar years 2021 – 2024, signed until 31. March 2021:

a. Calculation for calendar year 2021:

Front Half Fee: Subscription Revenue 2020 of Participating Institution * 0,35
Back Half Fee: Subscription Revenue 2020 of Participating Institution * 0,65

b. Calculation for subsequent calendar years of the Term:

Front Half Fee and the Back Half Fee remain the same as in the first calendar year of the Term.

c. Additional Tokens:

Participating Institutions in Tier 1 will be required to buy a fixed amount of Additional Tokens at the APC value per Token, as indicated in Schedule 1 as a part of their Nature Publish and Read Agreements. For clarity, the Additional Tokens will be invoiced as part of the Back Half Fee of the respective Participating Institutions.

4.2.2 Calculation for Participating Institutions in Tiers 2 - 5 for Nature Publish and Read Agreements for the calendar years 2021 – 2024, signed until 31. March 2021:

a. Calculation for calendar year 2021:

Front Half Fee: Subscription Revenue 2020 of Participating Institution * 0,35+ Increase
Back Half Fee: Subscription Revenue 2020 of Participating Institution * 0,65 + Increase

For clarity, the Increase for each Tier is defined in Schedule 1.

b. Calculation for subsequent calendar years of the Term:

Front Half Fee of preceding year + Increase
Back Half Fee of preceding year + Increase

For clarity, the Increase for each Tier is defined in Schedule 1.

c. Additional Tokens:

The purchase of additional Tokens is not required for Participating Institutions in Tiers 2 – 5.

4.3 Eligible Institutions can elect to agree to a Nature Publish and Read Agreement with a start date of January 1, of any calendar year of the Term of this Framework Agreement. If an Eligible Institution elects to agree to a Nature Publish and Read Agreement starting in the calendar years 2022, 2023 or 2024, the Fees shall be calculated according to Section 4.2, however the subscription revenue on which the calculation is based, will be the subscription revenue for access to the Continuing Access Journals invoiced until 31. December, either of the calendar year preceding the first year of the Term of the Nature Publish and Read Agreement, or the calendar year before the preceding year, whichever amount is higher.

4.4 For clarity, Continuing Access to New Start Journals (as defined in the Nature Publish and Read Agreement Template) will only be granted for journals, which are first published during the Term of the specific Nature Publish and Read Agreement, Publishing Services will only commence as set forth in Section 1 of the Product Terms Nature OA Publishing.

4.5 Calculation of Token Pool:

The financial modelling is based on an extensive analysis of the German publishing output of the last years, and the Token Pool is expected to be sufficient to cover the entire publishing output of Participating Institutions in the Nature Hybrid Journals within each calendar year of the Term, however the size of the Token Pool depends on which and how many Eligible Institutions sign a Nature Publish and Read Agreement.

4.5.1 The number of Tokens ("Token Pool") will be calculated for each calendar year of the Term according to the following:

The paid Back Half Fees (which include, if applicable, the Euro amounts of Additional Tokens) of any given calendar year of the Term of all Participating Institutions will be added, and the resulting Euro amount will be divided through the APC, resulting in a certain number of Tokens. For clarity, remaining Euro amounts below the full value of a Token will not be considered for the calculation of the Token Pool, and will not be refunded, but may be used in a top up scenario.

4.5.2 The Token Pool expires at the end of each calendar year of the Term.

4.5.3 Tokens for the publication of Eligible Articles under a Nature Publish and Read Agreement from Eligible Authors of a Participating Institution will generally (subject to Section 4.5.4 below) be deducted from the Token Pool in the order determined by the Online Publication Date.

4.5.4 As the Token Pool is largely dependent on the number of individual Participating Institutions, and the depletion of the Token Pool depends on the overall number of Eligible Articles from Eligible Authors from Participating Institutions, a safety mechanism is intended to ensure that Participating Institutions in Tiers 3, 4, and 5 can benefit from publishing Eligible Articles under their Nature Publish and Read Agreements. Consortium Leader will monitor the publishing trends of Participating Institutions during the Term and will take the measures described below, based on a fair-share principle seeking to ensure that the Token Pool is sufficient, for each calendar year of the Term, to allow and protect publication of Eligible Articles from Eligible Authors from Participating Institutions in Tier 3, 4, and 5.

4.5.4.1 For each calendar year of the Term, Consortium Leader will divide the number of expected Eligible Articles of Participating Institutions that belong to Tier 3, 4, and 5 for the relevant calendar year (based on the publishing output from such institutions in the last three years) by the total number of expected Eligible Articles from all Participating Institutions for the respective calendar year (based on the publishing output from such institutions in the last three years).

Consortium Leader will apply the resulting percentage share to the Token Pool in order to estimate the number of Tokens that are likely to be used by Participating Institutions that belong to Tier 3, 4, and 5 in each calendar year, and monitor the publishing output of the Participating Institutions.

- 4.5.4.2 If Consortium Leader estimates that the Token Pool for the respective calendar year of the Term will not be sufficient to cover the publishing output of all Participating Institutions, Consortium Leader will notify Publisher accordingly, or, if Consortium Leader receives timely notice from Publisher that the Token Pool will be depleted (as per Section 2.6), Parties will jointly assess the publishing trend of the Participating Institutions.
- 4.5.4.3 If Consortium Leader deems, based on the assessment with Publisher, that the Token Pool for the respective calendar year of the Term is not sufficient to cover the expected number of Eligible Articles from Participating Institutions, Consortium Leader may, following a fair-share principle, endeavor to seek additional funds to supplement the Token Pool as per Section 3.4 to cover the total number of expected Eligible Articles from all Participating Institutions for the respective calendar year of the Term. The Parties agree that an amendment to include additional Tokens into the Token Pool would need to be agreed at least two weeks before the Token Pool is depleted.

If Consortium Leader does not supplement the Token Pool for the respective calendar year, Consortium Leader will,

- a) Based on the percentage share described in Section 4.5.4.1 above, and the publishing trends, calculate the then-current estimate of further Eligible Articles of Participating Institutions belonging to Tier 3, 4 and 5 until the end of the respective calendar year of the Term, and based on such number, calculate how many Tokens remain for publishing of Eligible Articles from Participating Institutions belonging to Tier 1 and 2 for the remainder of the calendar year of the Term ("Remaining Number of Tokens for Tier 1 and 2"), and confirm the Remaining Number of Tokens for Tier 1 and 2 to Publisher in writing,
- b) Communicate to Participating Institutions belonging to Tier 1 and 2 without delay the procedure set forth in Section 4.5.4.3, and the Remaining Number of Tokens for Tier 1 and 2 for the remainder of the calendar year of the Term.

Publisher then will,

- c) the latest, four weeks after receipt of the notice as set forth in Section 4.5.4.3 a), deduct the Remaining Number of Tokens for Tier 1 and 2 on the Online Publication Date of the relevant Eligible Articles from the Token Pool,
 - d) and once such number of Remaining Number of Tokens for 1 and 2 is reached, cease the author identification process (and any further subsequent Publishing Services) related to Eligible Authors from Participating Institutions belonging to Tier 1 and 2, for any Eligible Article submitted on or after the date on which such number of Tokens is depleted.
- 4.5.5 For clarity, the calculation and allocation set forth above in Section 4.5.4 is a) solely maintained by Consortium Leader, and b) all related communication will be made by Consortium Leader to Eligible Institutions and Participating Institutions, and not by Publisher.



5. Disclosure of Agreement

It is Publisher's position that the terms of this Framework Agreement are proprietary, however the Parties have agreed in this case that the Framework Agreement is placed under a Creative Commons CC-BY-ND 4.0 license and may be made public under this license.

6. Representations, Warranties, Liability

For clarity, Consortium Leader shall not be liable for any breach of a Customer's or Institution's obligation under a Nature Publish and Read Agreement.

7. Termination

7.1 Either Publisher or Consortium Leader may terminate this Framework Agreement immediately upon notice to the other party if the other party materially breaches this Framework Agreement and fails to cure such breach within thirty (30) days after notice from the non-breaching party specifying the breach in reasonable detail.

7.2 Either Publisher or Consortium Leader may terminate this Framework Agreement immediately upon notice to the other party if (a) a petition in bankruptcy or for a reorganization or arrangement pursuant to the bankruptcy laws is filed by the other party, or (b) a petition in bankruptcy or for reorganization or arrangement pursuant to the bankruptcy laws is filed against the other party and such petition is not dismissed within 90 days, or (c) an order is entered directing the liquidation of the other party, or (d) the other party becomes insolvent, or (e) the other party assigns all or substantially all its assets for the benefit of creditors, or (f) the other party shall apply for, or consent to, the appointment of a receiver, trustee or liquidator for all, or a substantial part, of its assets, or (g) the other party ceases paying its debts on a regular basis, unless prohibited by applicable law.

7.3 Upon termination of this Framework Agreement the Nature Publish and Read Agreements shall terminate.

8. General

8.1 Publisher may assign its rights or delegate its obligations, or any part thereof under this Framework Agreement, or use subcontractors, without the prior consent of Consortium Leader. Publisher will require any such party comply with Publisher's obligations under this Framework Agreement. Consortium Leader may not assign its rights or delegate its obligations or any part thereof under this Framework Agreement without the prior consent of Publisher, which shall not unreasonably be withheld. Any attempt by Consortium Leader to assign or delegate any rights or obligations set forth in this Framework Agreement without Publisher's prior consent shall be null and void. Publisher's refusal to consent in the case of the transfer of the business operations of Consortium Leader to another legal entity shall not be deemed unreasonable.

8.2 Except for any obligations to make payments to the other party hereunder, either party's delay or failure to perform any term or condition of this Framework Agreement as a result of circumstances beyond its control such as, but not limited to, wars, invasions, hostilities (whether war is declared or not), terrorist threats or acts, epidemics, strikes, fires, floods, earthquakes, explosions, acts of God, governmental restrictions, market manipulations, actions, orders or laws, embargos or blockades, national or regional emergencies, power, telecommunications or Internet failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Framework Agreement or a basis for liability. The party invoking such circumstances is obliged to proof the existence of such circumstances and its cause for the delay or failure to perform any term or condition of this Framework Agreement.

8.3 If any covenant or other provision of this Framework Agreement is invalid, illegal or unenforceable ("Noncompliant Provision"), by reason of any rule of law or public policy, all other covenants and provisions shall nevertheless remain in full force and effect. In such case, the Parties will negotiate a



suitable and equitable provision which, to the extent legally permissible, comes closest to the purpose of the invalid or unenforceable provision or to the presumed intent of the Parties if they had considered the matter.

- 8.4 Entire Agreement; Modification: This Framework Agreement supersedes and replaces all prior agreements and understandings, whether written or oral, between the Parties concerning the subject matter hereof. This Framework Agreement constitutes the entire agreement between the Parties concerning its subject matter and cannot be modified, nor may any of its provisions be waived, except when executed in written form and signed, or signed by DocuSign electronic signature, in each case by both Parties, except that in the case of waivers or consents, the foregoing requirements shall apply solely to the party giving such waiver or consent. Failure or delay of either party to enforce any of its rights under this Framework Agreement is not deemed a modification or a waiver by such party of any of its rights hereunder.
- 8.5 In the event this Agreement is translated into a language other than English, the English-language version of this Agreement shall prevail in the event of any conflict between the English-language version and the translated version.
- 8.6 This Framework Agreement and the rights and obligations of the Parties hereto shall be construed, interpreted and determined in accordance with the laws of the Federal Republic of Germany without reference to the stipulations of the CISG (United Nations Convention on Contracts for the International Sale of Goods) or to Germany's choice-of-law principle.
- 8.7 Parties intend to mutually discuss and resolve all issues arising out of this Framework Agreement in good faith, however, for the avoidance of doubt, this shall not be deemed to limit or modify Section 8.8 below.
- 8.8 The place of jurisdiction shall be governed by the statutory provisions.
- 8.9 All notices given pursuant to the Agreement shall be in text form as stipulated in Section 126 b of the German Civil Code (including but not limited to letters, facsimile, e-mail). Notice to Publisher shall be to Springer Nature, Licensing Control, Van Godewijkstraat 30, 3311 GX P.O. Box 17, 3300 AA Dordrecht, The Netherlands, with a copy to Legal Department, Springer Nature, Heidelberger Platz 3, 14197 Berlin, Germany. Notice to Consortium Leader shall be to the address set forth in the Framework Agreement Details.

For operational purposes the Parties will name contacts. Each Party will name one person responsible for naming such contacts and their role and being operational contact person in case of doubt. The Parties agree to name these responsible persons immediately after signing the contract.

Addendum
Dark Archive

1. Local Installation for archival purposes

- 1.1. Consortium Leader may install the Content licensed to Participating Institutions under Product Terms "Nature OA Publishing" of the Nature Publish and Read Agreement that include Continuing Access Rights ("Back Up Content") on an internal server of Consortium Leader solely for archival purposes, i.e., without permitting Participating Institutions who have signed Nature Publish and Read Agreements as defined in this Framework Agreement and/or Authorized Users to access the Back Up Content, except as provided for in Section 1.2 below. The rights granted herein are expressly limited to hosting of the Back Up Content on servers within the server domain name of Consortium Leader and its related IP address ranges.
- 1.2. If Publisher does not comply with its obligations as under Section 2 of the General Terms and Conditions of a Nature Publish and Read Agreement for a period of 30 days or more after receiving written notice by Consortium Leader of Publisher's failure (including a detailed description of the circumstances of such failure), Consortium Leader may enable access to the Back Up Content for Participating Institutions who have Continuing Access Rights under Nature Publish and Read Agreements as defined in this Framework Agreement and their Authorized Users, subject to the rights under the Nature Publish and Read Agreements, including but not limited to the applicable Product Terms and the General Terms and Conditions, in order to allow Participating Institutions who have signed Nature Publish and Read Agreements to access and use Content licensed under the Nature Publish and Read Agreements, in which case all rights and obligations with respect to the Content (except as set forth Section 4.3 of the General Terms and Conditions) shall apply to the Back Up Content. Consortium Leader shall terminate access to and use of the Back Up Content immediately upon notification from Publisher that online access via the Platforms has been restored.
- 1.3. Installation at third party provider. Publisher agrees that Consortium Leader may use one or more third party host provider(s) to exercise the right according to Section 1.1 and 1.2. ("Host Provider"). For clarity, Consortium Leader may use different Host Providers for different parts of the Back Up Content. The obligations with respect to Consortium Leader will apply accordingly to Host Provider. Consortium Leader shall remain responsible for compliance of the Host Provider with respect to Consortium Leader's obligations under this Dark Archive Addendum. In case Consortium Leader decides to use a third party host provider, delivery of Back Up Content shall be made to Host Provider instead of Consortium Leader. This Section 1.3 is subject to a) Host Providers written acknowledgement of the terms of this Dark Archive Addendum, and b) Consortium Leader notifying Publisher in writing thereof.

2. Content and Delivery

- 2.1 Publisher and Consortium Leader shall discuss schedule and form of delivery of the Back Up Content to Consortium Leader. Publisher shall have no obligation to deliver Back Up Content, if Consortium Leader requests a delivery of Back Up Content which deviates from the standards as set forth below.
- 2.2 If Publisher and Consortium Leader have confirmed the schedule and form of delivery (the "Delivery Details"), Publisher will deliver the Back Up Content to Consortium Leader within the schedule confirmed in the Delivery Details, and will make all reasonable efforts to supply updates of the Back Up Content concurrent with the publication of the Content on the Platforms. For the avoidance of doubt, irrespective of receipt of the Back Up Content, Consortium Leader shall only permit access to the Back Up Content starting at respective Commencement Date of the Product Term which governs the use of the Back Up Content as specified in Section 1 above.
- 2.3 Publisher will deliver (i) the full text of the Back Up Content in PDF format and (ii) the metadata of the Back Up Content including the bibliographic information and the abstracts in XML format. In case not otherwise specified in the Delivery Details, Publisher will deliver the Back Up Content through a FTP server, and in the then current document type definition version used at Publisher. Publisher will create

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a FTP account for Consortium Leader. Regular uploads of new data are copied to Publisher's FTP site for Consortium Leader to download. Publisher will notify Consortium Leader via e-mail about new data deliveries.

- 2.4 The Back Up Content will not be provided in encrypted form. Consortium Leader understands that there may be occasional unanticipated delays with regard to the provision of data due to difficulties with conversion or other technical issues. In case of substantial data loss due to transmission errors or storage problems, Consortium Leader shall notify Publisher.
- 2.5 In case Consortium Leader enables access to the Back Up Content (if permitted under this Dark Archive Addendum), Consortium Leader shall submit usage data to Publisher at reasonable intervals to be mutually agreed upon, but no less than once per calendar year. The usage data shall show full text downloads by title and/or by institution, in accordance with the COUNTER code of practice as available on Project COUNTER's website at www.projectcounter.org.
- 2.6 Upon notice from Publisher, Consortium Leader shall, within 10 business days (if the Back Up Content is used according to Section 1.1) or within 3 business days (if the Back Up Content is used according to Section 1.2), but in all events without undue delay, edit, amend or retract any part of the Back Up Content to which Publisher no longer retains the right to publish or which Publisher reasonably believes may give rise to a legal claim.

3. Security

- 3.1. Consortium Leader will (i) use reasonable measures to protect the security of the Back Up Content in its possession or control, and (ii) at Publisher's request, permit Publisher to review Consortium Leader's network vulnerability assessments, security audit report, security plan, maintenance and security patch process, and maintenance and patching records.
- 3.2. Consortium Leader will immediately notify Publisher of any breach or suspected breach of security (including without limitation any unauthorized use, disclosure or acquisition of or access to the Back Up Content) pursuant to this Agreement (each a "security breach") of which Consortium Leader becomes aware. In the event of an actual or suspected security breach, or in the event of repeated or routine infringement of intellectual property rights in the Back Up Content as a result of storing the Back Up Content, Publisher may, by notice, effective immediately, suspend the right to store the Back Up Content until all security problems have been resolved to Publisher's reasonable satisfaction.

4. Term and Termination

- 4.1 This Dark Archive Addendum shall be effective for the Term of the Back Up Content of the Nature Publish and Read Agreement(s), and the duration of Continuing Access rights as provided under the Nature Publish and Read Agreement(s) indicated above, unless terminated earlier as provided herein.
- 4.2 In case of a material breach of Consortium Leader's obligations under this Dark Archive Addendum, Publisher may terminate this Dark Archive Addendum according to Section 7 of the Framework Agreement. In case of a material breach of Section 2 and 3 of the General Terms and Conditions of a Nature Publish and Read Agreement by a Participating Institution, Consortium Leader shall, upon Publisher's request, terminate access to the Back Up Content for such Participating Institution.
- 4.3 Upon termination of this Dark Archive Addendum, Consortium Leader (for clarity: including, if applicable, the Host Provider) shall delete or destroy all copies of the Back Up Content on electronic and physical storage mediums in its possession or control.

Schedule 1
Consortium Leader and Eligible Institution Information

Consortium Leader Information:

Max-Planck-Gesellschaft zur Förderung der Wissenschaften e.V.,
Max Planck Digital Library
Amalienstr. 33,
80799 Munich
Registered at AG München under HRB 244423.
VAT-Number: DE322009741

1. Eligible Institution(s):

Eligible Institution	BP-ID	Tier	street	postcode	city	Increase (for each calendar year of the Term)	Additional Tokens			
						2021-2024	2021	2022	2023	2024
Max-Planck-Gesellschaft zur Förderung der Wissenschaften e.V. (consortial account)	3000092507	1	Hofgartenstraße 8	81925	München	0%	9	26	41	59
Hermann von Helmholtz-Gemeinschaft Deutscher Forschungszentren e.V. (consortial account)	3000175443	1	Anna-Louisa-Karsch-Straße 2	10178	Berlin	0%	2	5	9	15
Ludwig-Maximilians-Universität München	2000415369	1	Geschwister-Scholl-Platz 1	80539	München	0%	3	6	9	12
Technische Universität München	2000516724	1	Arcisstraße 21	80333	München	0%	2	4	6	8
Ruprecht-Karls-Universität Heidelberg	2000116178	1	Seminarstraße 2	69117	Heidelberg	0%	1	2	4	6
Albert-Ludwigs-Universität Freiburg im Breisgau	2000413146	1	Fahnenbergplatz	79085	Freiburg	0%	1	2	4	6
Westfälische Wilhelms-Universität Münster	1000863152	2	Schlossplatz 2	48149	Münster	10%				
Friedrich-Alexander-Universität Erlangen-Nürnberg	3000060753	2	Schlossplatz 4	91054	Erlangen	10%				
Julius-Maximilians-Universität Würzburg	2000415437	2	Sanderring 2	97070	Würzburg	10%				
Johann Wolfgang Goethe-Universität, Frankfurt am Main	3000136764	2	Theodor-W.-Adorno-Platz 1	60323	Frankfurt	10%				
Technische Universität Berlin	1000881179	2	Straße des 17. Juni 135	10623	Berlin	10%				
Universität zu Köln	2000026571	2	Albertus-Magnus-Platz	50931	Köln	10%				
Eberhard Karls Universität Tübingen	3991330132	2	Geschwister-Scholl-Platz	72074	Tübingen	10%				
Technische Universität Dresden	3000136419	2	Zellescher Weg 18	1069	Dresden	10%				
Universität Regensburg	2000374973	2	Universitätsstraße 31	93053	Regensburg	10%				
Georg-August-Universität Göttingen	2000574816	2	Wilhelmsplatz 1	37073	Göttingen	10%				
Charité	1000892090	2	Charitéplatz 1	10117	Berlin	10%				
Rheinische Friedrich-Wilhelms-Universität Bonn	2000379415	2	Regina-Pacis-Weg 3	53113	Bonn	10%				

SPRINGER NATURE

Eligible Institution	BP-ID	Tier	street	postcode	city	Increase (for each calendar year of the Term)	Additional Tokens			
						2021-2024	2021	2022	2023	2024
Universität Hamburg	3001408128	2	Mittelweg 177	20148	Hamburg	10%				
Karlsruher Institut für Technologie (KIT)	3000076598	2	Kaiserstraße 12	76131	Karlsruhe	10%				
Johannes Gutenberg-Universität Mainz	2000567441	2	Saarstraße 21	55122	Mainz	10%				
Humboldt-Universität zu Berlin	2000321902	2	Unter den Linden 6	10117	Berlin	10%				
European Molecular Biology Laboratory (EMBL)	2000146405	2	Meyerhofstraße 1	69117	Heidelberg	10%				
Friedrich-Schiller-Universität Jena	2000184091	3	Fürstengraben 1	7743	Jena	7,50%				
Universität Bremen	3000681761	3	Bibliothekstraße 1	28359	Bremen	7,50%				
Universität Konstanz	2000284763	3	Universitätstraße 10	78464	Konstanz	7,50%				
Universität Bayreuth	2000204854	3	Universitätstraße 30	95447	Bayreuth	7,50%				
Technische Informationsbibliothek und Universitätsbibliothek Hannover	2000175488	3	Welfengarten 1B	30167	Hannover	7,50%				
Philipps-Universität Marburg	2000589700	3	Biegenstraße 10	35032	Marburg	7,50%				
Freie Universität Berlin	2000137619	3	Kaiserswerther Str. 16-18	14195	Berlin	7,50%				
RWTH Aachen University	2000099285	3	Templergraben 55	52062	Aachen	7,50%				
Universität Potsdam	2000155909	3	Am Neuen Palais 10	14469	Potsdam	7,50%				
Christian-Albrechts-Universität zu Kiel	1000782864	3	Christian-Albrechts-Platz 4	24118	Kiel	7,50%				
Universität Rostock	1000817260	3	Universitätspatz 1	18055	Rostock	7,50%				
Technische Universität Kaiserslautern	1000788631	3	Gottlieb-Daimler-Straße 47	67663	Kaiserslautern	7,50%				
Heinrich-Heine-Universität Düsseldorf	3000092753	3	Universitätstraße 1	40225	Düsseldorf	7,50%				
Universität Stuttgart	2000196144	3	Keplerstraße 7	70174	Stuttgart	7,50%				
Universität Leipzig	2000202487	3	Ritterstraße 26	4109	Leipzig	7,50%				
Max-Born-Institut für Nichtlineare Optik und Kurzzeitspektroskopie (MBI) im Forschungsverbund Berlin e.V.	3000135891	3	Max-Born-Straße 2A	12489	Berlin	7,50%				
Ruhr-Universität Bochum	3000136409	3	Universitätstraße 150	44801	Bochum	7,50%				
Carl von Ossietzky Universität Oldenburg	1000782990	3	Ammerländer Heerstraße 114-118	26129	Oldenburg	7,50%				
Justus-Liebig-Universität Gießen	3000122254	3	Ludwigstraße 23	35390	Gießen	7,50%				

SPRINGER NATURE

Eligible Institution	BP-ID	Tier	street	postcode	city	Increase (for each calendar year of the Term)	Additional Tokens			
						2021-2024	2021	2022	2023	2024
Universität Kassel	2000140149	3	Mönchebergstraße 19	34125	Kassel	7,50%				
Europäische Südsternwarte	2000420718	3	Karl-Schwarzschild-Str. 2	85748	Garching b. München	7,50%				
Universität Ulm	2000054681	3	Albert-Einstein-Allee 5	89081	Ulm	7,50%				
Technische Universität Hamburg	2000316708	3	Am Schwarzenberg-Campus 3 (E)	21073	Hamburg	7,50%				
Universität Siegen	2000322668	3	Adolf-Reichwein-Straße 2	57076	Siegen	7,50%				
Universität Greifswald	2000145805	3	Domstraße 11	17489	Greifswald	7,50%				
Medizinische Hochschule Hannover (MHH)	2000041985	3	Carl-Neuberg-Str. 1	30625	Hannover	7,50%				
Technische Universität Braunschweig	3000136990	3	Universitätsplatz 2	38106	Braunschweig	7,50%				
Martin-Luther-Universität Halle-Wittenberg	2000345112	3	Universitätsplatz 10	6108	Halle	7,50%				
Universität Mannheim	2000045606	3	Schloss	68131	Mannheim	7,50%				
Technische Universität Dortmund	2000315192	3	August-Schmidt-Straße 4	44227	Dortmund	7,50%				
Universität Duisburg-Essen	2000477125	3	Universitätsstraße 2	45141	Essen	7,50%				
Otto-von-Guericke-Universität Magdeburg	3000123021	3	Universitätsplatz 2	39106	Magdeburg	7,50%				
Jacobs University Bremen gGmbH	1000884278	3	Campus Ring 1	28759	Bremen	7,50%				
Universität des Saarlandes	3000070524	3	Campus	66123	Saarbrücken	7,50%				
Stiftung Tierärztliche Hochschule Hannover (TIHO)	3000136684	3	Bünteweg 2	30559	Hannover	7,50%				
Technische Universität Darmstadt	2000402021	3	Karolinenplatz 5	64289	Darmstadt	7,50%				
Technische Universität Ilmenau	2000254976	3	Ehrenbergstraße 29	98693	Ilmenau	7,50%				
Universität Augsburg	1000782875	3	Universitätsstraße 2	86159	Augsburg	7,50%				
Universität Bielefeld	1000608663	3	Universitätsstraße 25	33615	Bielefeld	7,50%				
Universität Osnabrück	2000127995	3	Neuer Graben Schloss	49074	Osnabrück	7,50%				
Universität zu Lübeck	2000117468	3	Ratzeburger Allee 160	23562	Lübeck	7,50%				
Bundesrepublik Deutschland, Deutscher Wetterdienst, vertreten durch den Vorstand, Deutsche Meteorologische Bibliothek	3000095105	3	Frankfurter Straße 135	63067	Offenbach am Main	7,50%				
Robert Koch-Institut	3000136407	3	Nordufer 20	13353	Berlin	7,50%				



Eligible Institution	BP-ID	Tier	street	postcode	city	Increase (for each calendar year of the Term)	Additional Tokens			
						2021-2024	2021	2022	2023	2024
Universität Koblenz-Landau	2000539602	3	Rhabanusstraße 3	55118	Mainz	7,50%				
Deutsches Institut für Ernährungsforschung Potsdam-Rehbrücke (DIfE)	3991536671	3	Arthur-Scheunert-Allee 114-116	14558	Potsdam	7,50%				
DIPF Leibniz-Institut für Bildungsforschung und Bildungsinformation	2000647999	3	Rostocker Straße 6	60323	Frankfurt am Main	7,50%				
Ferdinand-Braun-Institut, Leibniz-Institut für Höchstfrequenztechnik (FBH) im Forschungsverbund Berlin e.V.	3000136565	3	Gustav-Kirchhoff-Straße 4	12489	Berlin	7,50%				
Forschungszentrum Borstel - Leibniz Lungenzentrum	1000194767	3	Parkallee 1-40	23845	Borstel	7,50%				
IPN – Leibniz-Institut für die Pädagogik der Naturwissenschaften und Mathematik an der Universität Kiel	3000408660	3	Olshausenstraße 62	24118	Kiel	7,50%				
Leibniz-Institut DSMZ - Deutsche Sammlung von Mikroorganismen und Zellkulturen GmbH	2000647997	3	Inhoffenstraße 7 B	38124	Braunschweig	7,50%				
Leibniz-Institut für Analytische Wissenschaften - ISAS - e.V.	3001053937	3	Bunsen-Kirchhoff-Straße 11	44139	Dortmund	7,50%				
Leibniz-Institut für Arbeitsforschung (IfADo)	3000135152	3	Ardeystr. 67	44139	Dortmund	7,50%				
Leibniz-Institut für Astrophysik Potsdam (AIP)	2000099755	3	An der Sternwarte 16	14482	Potsdam	7,50%				
Leibniz-Institut für Gewässerökologie und Binnenfischerei (IGB) im Forschungsverbund Berlin e.V.	3000135110	3	Rudower Chaussee 17	12489	Berlin	7,50%				
Leibniz-Institut für Katalyse e.V. (LIKAT Rostock)	3000135802	3	Albert-Einstein-Str.29a	18059	Rostock	7,50%				
Leibniz-Institut für Kristallzüchtung (IKZ) im Forschungsverbund Berlin e.V.	3000135453	3	Max-Born-Straße 2	12489	Berlin	7,50%				
Leibniz-Institut für Pflanzenbiochemie	3000135589	3	Weinberg 3	6120	Halle Neustadt	7,50%				
Leibniz-Institut für Pflanzengenetik und Kulturpflanzenforschung (IPK)	2000451348	3	Corrensstraße 3	6466	Gatersleben	7,50%				
Leibniz-Institut für Wirtschaftsforschung Halle (IWH) e.V.	1000835605	3	Kleine Märkerstraße 8	6108	Halle	7,50%				
Leibniz-Institut für Zoo- und Wildtierforschung (IZW) im Forschungsverbund Berlin e.V.	3000135610	3	Alfred-Kowalke-Straße 17	10315	Berlin	7,50%				

SPRINGER NATURE

Eligible Institution	BP-ID	Tier	street	postcode	city	Increase (for each calendar year of the Term)	Additional Tokens			
						2021-2024	2021	2022	2023	2024
Leibniz-Zentrum für Agrarlandschaftsforschung (ZALF) e.V.	3000137229	3	Eberswalder Straße 84	15374	Müncheberg	7,50%				
Leibniz-Zentrum für Marine Tropenforschung (ZMT) GmbH	2000053714	3	Fahrenheitstraße 6	28359	Bremen	7,50%				
Max-Born-Institut für Nichtlineare Optik und Kurzzeitspektroskopie (MBI) im Forschungsverbund Berlin e.V.	3000135891	3	Max-Born-Straße 2A	12489	Berlin	7,50%				
Paul-Drude-Institut für Festkörperelektronik – Leibniz-Institut im Forschungsverbund Berlin e.V. (PDI)	3000136338	3	Hausvogteiplatz 5-7	10117	Berlin	7,50%				
Senckenberg Gesellschaft für Naturforschung (SGN)	2000561265	3	Senckenberganlage 25	60325	Frankfurt am Main	7,50%				
Wissenschaftszentrum Berlin für Sozialforschung gGmbH	2000315138	3	Reichpietschufer 50	10785	Berlin	7,50%				
ZEW – Leibniz-Zentrum für Europäische Wirtschaftsforschung GmbH Mannheim	3000137271	3	L 7,1	68161	Mannheim	7,50%				
Deutsches Rheuma-Forschungszentrum Berlin (DRFZ)	3000606735	3	Charitéplatz 1	10117	Berlin	7,50%				
Leibniz-Institut für Polymerforschung Dresden e.V.	3000135807	3	Hohe Straße 6	1069	Dresden	7,50%				
Leibniz-Institut für Ostseeforschung Warnemünde (IOW)	2000101339	3	Seestraße 15	18119	Rostock	7,50%				
Leibniz-Institut für Neurobiologie (LIN)	2000337904	3	Brenneckestraße 6	39118	Magdeburg	7,50%				
Leibniz-Institut für Neue Materialien gGmbH (INM)	3000135771	3	Campus D2 2	66123	Saarbrücken	7,50%				
Leibniz-Institut für Festkörper- und Werkstoffforschung Dresden (IFW)	2000098244	3	Helmholtzstraße 20	1069	Dresden	7,50%				
Leibniz-Forschungsinstitut für Molekulare Pharmakologie im Forschungsverbund Berlin e.V. (FMP)	3000615059	3	Robert-Roessle-Straße 10, Campus Berlin-Buch	13125	Berlin	7,50%				
Museum für Naturkunde – Leibniz-Institut für Evolutions- und Biodiversitätsforschung	3000135678	3	Invalidenstraße 43	10115	Berlin	7,50%				
Technische Universität Bergakademie Freiberg	2000102467	4	Akademiestraße 6	9599	Freiberg	5%				
Technische Universität Clausthal	2000562337	4	Adolph-Roemer-Straße 2A	38678	Clausthal-Zellerfeld	5%				
Universität Hohenheim	2000118991	4	Schloss Hohenheim 1	70599	Stuttgart	5%				

SPRINGER NATURE

Eligible Institution	BP-ID	Tier	street	postcode	city	Increase (for each calendar year of the Term)	Additional Tokens			
						2021-2024	2021	2022	2023	2024
Universität Paderborn	1000500862	4	Warburger Straße 100	33098	Paderborn	5%				
Bundesanstalt für Materialforschung und -prüfung (BAM)	2000379767	4	Unter den Eichen 87	12205	Berlin	5%				
Bundesinstitut für Risikobewertung (BfR)	2000421675	4	Diedersdorfer Weg 1	12.277 €	Berlin	5%				
Paul-Ehrlich-Institut - Bundesinstitut für Impfstoffe und biomedizinische Arzneimittel	3000136207	4	Paul-Ehrlich-Str.51-59	63225	Langen	5%				
Bundesinstitut für Arzneimittel und Medizinprodukte (BfArM)	2000071706	4	Kurt-Georg-Kiesinger-Allee 3	53175	Bonn	5%				
Bayerische Staatsbibliothek	2000316694	4	Ludwigstr. 16	80539	München	5%				
Umweltbundesamt	2000163424	4	Wörlitzer Platz 1	6844	Dessau-Roßlau	5%				
Ernst Strüngmann Institut gGmbH (ESI)	3000255261	4	Deutschorde nstraße 46	60528	Frankfurt am Main	5%				
Leuphana Universität Lüneburg	2000169004	4	Universitätsallee 1	21335	Lüneburg	5%				
Universität der Bundeswehr München	2000023851	4	Werner-Heisenberg-Weg 39	85577	Neubiberg	5%				
Hochschule Karlsruhe Technik und Wirtschaft	3000136284	4	Moltkestraße 30	76133	Karlsruhe	5%				
Technische Universität Chemnitz	2000319529	4	Straße der Nationen 62	9111	Chemnitz	5%				
Bundesministerium für Umwelt, Naturschutz und nukleare Sicherheit (BMU), Berlin	2000143637	4	Robert-Schuman-Platz 3	53175	Bonn	5%				
Universität Trier	2000141187	4	Universitätsring 15	54296	Trier	5%				
Deutsche Akademie der Naturforscher Leopoldina e.V. - Nationale Akademie der Wissenschaften	3000134872	4	Jägerberg 1	6108	Halle (Saale)	5%				
Landesamt für Landwirtschaft Umwelt und ländliche Räume, SH	2000141248	4	Hamburger Chaussee 25	24220	Flintbek	5%				
Hochschule für angewandte Wissenschaften München	2000348300	4	Lothstr. 34	80335	München	5%				
Westfälische Hochschule Gelsenkirchen Bocholt Recklinghausen	2000122637	4	Neidenburger Straße 43	45897	Gelsenkirchen	5%				
Hochschule Mannheim	1000871243	4	Paul-Wittsack-Straße 10	68163	Mannheim	5%				
Hochschule Mittweida, University of Applied Sciences	2000070534	4	Technikumplatz 17	9648	Mittweida	5%				
Hochschule Furtwangen	3000135042	4	Robert-Gerwig-Platz 1	78120	Furtwangen	5%				

SPRINGER NATURE

Eligible Institution	BP-ID	Tier	street	postcode	city	Increase (for each calendar year of the Term)	Additional Tokens			
						2021-2024	2021	2022	2023	2024
Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e.V.	3000131348	4	Hansastraße 27 c	80686	München	5%				
Private Universität Witten/Herdecke gGmbH	2000064364	4	Alfred-Herrhausen-Str. 50	58448	Witten	5%				
Bergische Universität Wuppertal	1000405311	5	Gaußstraße 20	42119	Wuppertal	5%				
Staatliches Museum für Naturkunde Stuttgart (SMNS)	1000881198	5	Rosenstein 1	70191	Stuttgart	5%				
Deutscher Bundestag	1000866311	5	Platz der Republik 1	11011	Berlin	5%				
Landesbibliothekszenrum Rheinland Pfalz	3000185644	5	Bahnhofplatz 14	56068	Koblenz	5%				
Hochschule Offenburg	2000452782	5	Badstraße 24	77652	Offenburg	5%				
Hochschule Emden/Leer	3000186543	5	Constantiaplatz 4	26723	Emden	5%				
Württembergische Landesbibliothek	2000160861	5	Konrad-Adenauer-Str. 8	70173	Stuttgart	5%				
Badische Landesbibliothek	2000070150	5	Erbprinzenstraße 15	76133	Karlsruhe	5%				
Hochschule Fulda	2000115465	5	Leipziger Straße 123	36037	Fulda	5%				
Hochschule Ravensburg-Weingarten	3000135064	5	Doggenriedstraße	88250	Weingarten	5%				
SRH Hochschule Heidelberg GmbH	2000635619	5	Ludwig-Guttman-Str.6	69123	Heidelberg	5%				
Technische Hochschule Wildau	3000136593	5	Hochschulring 1	15745	Wildau	5%				
FernUniversität in Hagen	2000012677	5	Universitätsstraße 47	58097	Hagen	5%				
Hochschule Merseburg	2000499949	5	Eberhard-Leibnitz-Straße 2	6217	Merseburg	5%				
Hochschule Rhein-Waal	3000135167	5	Marie-Curie-Str. 1	47533	Kleve	5%				
Landesbibliothek Mecklenburg-Vorpommern	3000135758	5	Johannes-Stelling-Str. 29	19053	Schwerin	5%				
Beuth Hochschule Berlin	3000000687	5	Luxemburger Str. 10	13353	Berlin	5%				
Hochschule Zittau/Görlitz	2000413154	5	Theodor-Körner-Allee 16	2763	Zittau	5%				
Stiftung Preußischer Kulturbesitz - Staatsbibliothek zu Berlin (SBB)	3000136545	5	Unter den Linden 8	10117	Berlin	5%				
Deutsches Institut für Entwicklungspolitik (DIE) gGmbH	3001609652	5	Tulpenfeld 6	53113	Bonn	5%				
Fachhochschule Münster	2000477780	5	Hüfferstr. 27	48149	Münster	5%				

2. Additional Eligible Institution(s):

The Parties agree that in addition to the institutions listed above, any of the following institutions:

- a) publicly or privately funded higher education and research institutions in Germany,
- b) the German National Library, all regional and state libraries, as well as central subject libraries,
- c) research libraries and specialized academic libraries with primarily public funding,
- d) research institutes primarily funded by the federal or state governments, including academic institutions located abroad but funded by public bodies or primarily publicly funded bodies in Germany, such as the institutes of the Max Weber Stiftung or the Goethe Institutes

shall be deemed Eligible Institutions, and Publisher may offer a Nature Publish and Read Agreement to such institution under the following conditions:

Publisher will calculate the Fees in Publishers discretion, however Publisher will charge at minimum a Back Half Fee of 9.500 EUR. Publisher will in good faith designate a Tier and Increase for such additional Eligible Institution, substantially based on the factors which were used to designate the Tier and Increase for the Eligible Institutions listed in Section 1 above.

3. For clarity, with respect to Eligible Institutions and Additional Eligible Institutions:

Continuing Access to New Start Journals (as defined in the Nature Publish and Read Agreement Template) will only be granted for journals, which are first published during the Term of the specific Nature Publish and Read Agreement. Publishing Services will only commence as set forth in Section 1 of the Product Terms Nature OA Publishing.

In case an Eligible Institution agrees to a Nature Publish and Read Agreement starting in the calendar years 2022, 2023 or 2024, the Increases will only apply starting with the first calendar year of the Term.



Schedule 2: Nature Publish and Read Agreement Template (“Nature Publish and Read Agreement”)

RECITALS:

WHEREAS, the Customer, as defined below, (for itself and, if applicable, on behalf of individual Institutions) wishes to enter into an agreement with Publisher that includes the right to publish accepted articles under an Open Access License (as defined below) in Nature Hybrid Journals (as defined below) and provides reading and Continuing Access to licensed Content subject to the terms and conditions of this Nature Publish and Read Agreement.

WHEREAS, the Publisher offers to enter into this Nature Publish and Read Agreement as per the terms of the Framework Agreement between Publisher and Consortium Leader, to be found at [\[https://doi.org/10.17617/2.3263806\]](https://doi.org/10.17617/2.3263806), under which Publisher may offer individual Nature Publish and Read Agreements as per Schedule 2 of the Framework Agreement to Eligible Institutions (as listed in Schedule 1 of the Framework Agreement).

WHEREAS, Publisher has calculated the Fees (set forth below) as described in Section 4.2 or 4.3 of the Framework Agreement.

WHEREAS, each of the Eligible Institutions may enter into a Nature Publish and Read Agreement with Publisher, and will be deemed, upon signature of such agreement, a Participating Institution. Customer agrees that its Nature Publish and Read Agreement is interrelated with the Framework Agreement and the Nature Publish and Read Agreements of other Participating Institutions, as specific commercial terms apply to all such Participating Institutions, especially the provisions related to contribution of Back Half Fees to a common pool, from which the Token Pool will be calculated, and from which, subject to Schedule 1 to the Product Terms Nature OA Publishing, Published Articles published by a Participating Institution will be deducted .

WHEREAS, Institution, for the purposes of this Nature Publish and Read Agreement, means the entity(s) indicated in Attachment 1.

THEREFORE, the parties agree as follows:

AGREEMENT DETAILS:

AGREEMENT ID number: [TO BE INCLUDED]

Customer: [TO BE INCLUDED]

Primary Address: [TO BE INCLUDED]

This Nature Publish and Read Agreement between Springer Nature Customer Service Center GmbH, Tiergartenstrasse 15-17, 69121 Heidelberg, Germany (“Publisher”) and Customer (for itself, and if applicable, on behalf of the Institutions listed in Attachment 1) incorporates the following documents:

- This Agreement Details page including Attachment 1: Customer and Institution Information;
- The Product Terms;
- The General Terms and Conditions referenced herein.

The parties understand that this Nature Publish and Read Agreement is subject to the condition precedent that the Max-Planck-Gesellschaft zur Förderung der Wissenschaften e.V. signs a Nature Publish and Read Agreement pursuant to the Commercial Terms in the Framework Agreement.

Subject to such a valid agreement between Publisher and the Max-Planck-Gesellschaft zur Förderung der Wissenschaften e.V., and execution of this Nature Publish and Read Agreement by Customer and Publisher, this Nature Publish and Read Agreement shall be deemed effective on the earlier of: (i) the earliest Commencement Date for any Product hereunder, or (ii) the last date of signature by Publisher or Customer (“Signature Date”).



1. **Products and Fees** [Note: table below will be adjusted for the Term for which a Participating Institution agrees to join]

Products	Fees			
	2021	2022	2023	2024
Nature OA Publishing* Front Half Fee Back Half Fee**				
Fees in Total				

CERTAIN CONTENT MADE AVAILABLE TO INSTITUTION MAY BE SUBJECT TO AND LICENSED UNDER OPEN ACCESS LICENSE TERMS (“OPEN ACCESS CONTENT”). OPEN ACCESS CONTENT IS SOLELY SUBJECT TO THE APPLICABLE OPEN ACCESS LICENSE TERMS, SPECIFIED WITHIN THE CONTENT.

*For clarity: The fees charged for the Product Terms “Nature OA Publishing” (Back Half Fee) are fees solely related to services, and not to a provision of a license to content.

[DELETE IF NOT APPLICABLE] ** Euro amount of Back Half Fee includes the Euro amount charged for Additional Tokens.

2. **Payment Terms**

The Fee(s) is/are due within 30 days from the date of invoice. For multi-year contracts, Publisher will invoice Customer not earlier than 60 days prior to the beginning of each subsequent year of the Term, unless otherwise mutually agreed by the parties.

IN WITNESS WHEREOF, the parties have signed this Nature Publish and Read Agreement by their respective, duly authorized representatives on the date set forth below.

CUSTOMER

Signature: _____
 Name
 (Printed): _____
 Title: _____
 Date: _____

PUBLISHER

Signature: _____
 Name
 (Printed): _____
 Title: _____
 Date: _____

Signature: _____
 Name
 (Printed): _____
 Title: _____
 Date: _____

Attachment 1**Customer and Institution Information**

[For licenses to multiple Institutions, provide information separately for Customer and each Institution.]

Customer Information:

- Legal Entity Name
- Address [Do not use PO box]
- Contact Individual [Include name, title, email and tel. number]
- VAT / GST / Indirect Tax Reg. No.: [INSERT, if applicable]
- Business Partner ID:

[Case 1: If Customer is the Institution (and the only Institution), include only the following sentence: [Customer is Institution for all purposes under the Nature Publish and Read Agreement.]]

[Case 2: If Customer is one of the Institutions, include the following sentence: [Customer is an Institution under the Agreement. Additional Institutions are listed below.] Then provide Institution Information separately for all other Institutions in the format as indicated below.]

[Case 3: If Customer is not an Institution (e.g., a consortium representative which is not itself a library), provide Institution Information separately for each Institution, in the format as indicated below.]

• [Institution Information:

- Legal Entity Name
- Address [Do not use PO box]
- Contact Individual
- Business Partner ID:]

Customer [Delete if not applicable: and Institutions] will supply Publisher with an initial list of its IP addresses used for the access to the Content (if not already supplied to Publisher) prior to the Commencement Date, and shall notify Publisher of any IP address changes. Publisher reserves the right to confirm accuracy of the IP address(es) supplied before grant of access. Notwithstanding anything to the contrary in this Nature Publish and Read Agreement, notifications of IP address changes may be made in electronic format. Publisher's obligation to timely provide access to the Content under this Nature Publish and Read Agreement is conditioned on Institution's provision of its IP addresses.

Product Terms**Nature OA Publishing**

The following sets forth the legal and economic framework to allow: (a) Eligible Authors from Institutions to publish open access articles in the Nature Hybrid Journals, and (b) Institutions access to the Content. Article processing charges for the Publishing Services (Back Half Fee) as well as fees for reading access to the Content (Front Half Fee) are included in the overall Fees under these Product Terms.

Publisher will provide (i) the Publishing Services to Customer for the benefit of Eligible Authors of the Institutions and (ii) access to the Content by Institutions and its Authorized Users (as defined in the General Terms and Conditions). Customer is paying the Fees in consideration of Publisher's provision of such Publishing Services to Customer for the benefit of Eligible Authors of the Institutions and access to the Content by Authorized Users of Institutions.

For clarity, the Institutions are Participating Institutions as defined in the Framework Agreement, and Participating Institutions have the option, subject to the terms of their respective Nature Publish and Read Agreement, and the availability of Tokens in the Token Pool as set forth in Schedule 1, to publish Eligible Articles.

These Product Terms incorporate the following Schedules:

Schedule 1: Payment of Fees, Calculation of Token Pool and Deduction of Tokens

Schedule 2: Nature Journal List

1. Term

The Term shall begin on 1. January **[ADJUST AS APPLICABLE FOR THE SPECIFIC NATURE PUBLISH AND READ AGREEMENT TO THE CALENDAR YEAR BETWEEN 2021 AND 2024 IN WHICH THE TERM OF THE SPECIFIC NATURE PUBLISH AND READ AGREEMENT WILL START]** (the "Commencement Date") and shall end on 31. December 2024.

Within the Term, Publisher shall enable the Publishing Services as soon as possible, but no later than 30 days after receiving from Customer a) the signed Nature Publish and Read Agreement and b) the Data Elements as specified in Section 3.3.2. If an Eligible Article had been editorially accepted, but not yet published when Publisher enables the Publishing Services, Publisher has no obligation to publish such Eligible Article under an Open Access License.

Irrespective of the termination rights under the General Terms and Conditions, this Nature Publish and Read Agreement shall terminate if the Framework Agreement terminates, concurrent with the Framework Agreement.

PART A – HYBRID PUBLISHING**2. Definitions**

2.1 The following terms shall have the following meanings when used within these Product Terms:

2.1.1 "**Acceptance Date**" means the date on which the Eligible Article has been editorially accepted for publication in a Nature Hybrid Journal.

- 2.1.2 **"Approval Date"** means the date on which it is confirmed, pursuant to Section 3.4.3, that (i) an author is an Affiliated Author and (ii) the article conforms with one of the Article Types listed in Section 2.1.9.
- 2.1.3 **"Allocation Date"** means the date on which the Eligible Article was published online in a Nature Hybrid Journal ("Online Publication Date").
- 2.1.4 **"Content"** means, for the purposes of these Product Terms, the Continuing Access Journals.
- 2.1.5 **"Continuing Access Journals"** means the journals identified as Continuing Access Journals in the Nature Journal List, including journals with the publishing model "Nature Hybrid" or "Subscription-only". The list of Continuing Access Journals is subject to change by Publisher.
- 2.1.6 **"Article Processing Charge"** ("APC") means Publisher's fee for the provision of the Publishing Services for each Published Article published in the applicable Nature Hybrid Journal under an Open Access License. The Article Processing Charge of EUR 9.500 corresponds to the value of one (1) Token.
- 2.1.7 **"Back Half Fee"** means Publishers fee for the Publishing Services and identified as Back Half Fee for each calendar year of the Term in the Agreement Details.
- 2.1.8 **"Eligible Authors"** means authors (i) who are students enrolled at or accredited to an Institution or who are teaching and research staff employed by or otherwise accredited to the Institution ("**Affiliated Author**"), whereby in the case of articles published by multiple authors only the corresponding author (i.e. the author corresponding with the Publisher at the time of acceptance) may qualify as an Affiliated Author; (ii) who have signed one of the then current open access publishing agreements used by Publisher to publish an article under an Open Access License in one of Publisher's Nature Hybrid Journals; and (iii) for whom Verifying Institution has confirmed their status as Affiliated Author pursuant to Section 3.4.3.
- 2.1.9 **"Eligible Articles"** means articles (i) which are original and do not violate any law and/or infringe third party right and meet all ethical standards as required in the current guidelines of the Committee for Publication Ethics (COPE) and other editorial policies of Publisher or the relevant journal, (ii) for which the corresponding author is an Eligible Author, (iii) which are editorially accepted for publication in a Nature Hybrid Journal, (iv) with an Online Publication Date during the Term, and (v) which are of one of the following article types ("**Article Types**")
- 2.1.9.1 "Research Articles" means any of the following article types:
- Original Paper – Standard article, generally presenting new results; articles published under this article type may also be referred to as
- Analysis
 - Article
 - Letter
 - Brief Communication
 - Registered Report
 - Resource
 - Technical Report

The Publisher undertakes to use reasonable efforts to a) make available affiliation(s) which have been provided to Publisher by the Eligible Author at Acceptance Date to Verifying Institution via the Platforms, and b) include said affiliation(s) in the published version of the Eligible Article.

- 2.1.10 “**Front Half Fee**” means Publishers fee for the reading access to the Content, as identified for each calendar year of the Term in the Agreement Details.
- 2.1.11 “**Consortium Leader**” means Max-Planck-Gesellschaft zur Förderung der Wissenschaften e.V., Max Planck Digital Library, Amalienstr. 33, 80799 Munich.
- 2.1.12 “**Open Access License**” means a Creative Commons license or other open access license, used for the publishing of Eligible Articles in Nature Hybrid Journals when an Eligible Author elects to publish an Eligible Article on an open access basis. Publisher currently offers CC BY 4.0, subject to change at any time by Publisher, but Publisher shall generally not offer publishing under other Creative Commons licenses or other open access licenses which would materially limit the use of the published content. However, certain exceptions apply (including, but not limited to, if requested by the author and otherwise required by law or third parties (such as funding bodies)).
- 2.1.13 “**Nature Hybrid Journals**” means the journals providing the option to publish either under an Open Access License or on a subscription basis, and identified as Nature Hybrid Journals in the Nature Journal List. For clarity, Nature Hybrid Journals are part of the Continuing Access Journals as identified in the Nature Journal List. The list of Nature Hybrid Journals is subject to change by Publisher. In case Nature Hybrid Journals become fully OA journals for the primary research components during the Term of this Nature Publish and Read Agreement, Publisher will continue to offer the Publishing Services, subject to the terms of the Nature OA Publishing Product Terms, related to such journals during the Term of this Nature Publish and Read Agreement.
- 2.1.14 “**Participating Institution**” means an Eligible Institution as defined in Schedule 1 of the Framework Agreement, which has signed a Nature Publish and Read Agreement pursuant to the terms of the Framework Agreement. Customer and all other Participating Institutions have the option, subject to the terms of this Nature Publish and Read Agreement and the availability of Tokens as set forth in Schedule 1, to publish Eligible Articles. Customer may request the current list of Participating Institutions from Consortium Leader.
- 2.1.15 “**Published Article(s)**” means an (any) Eligible Article(s) from Eligible Authors published in a calendar year within the Term in the Nature Hybrid Journals under an Open Access License.
- 2.1.16 “**Publishing Services**” means Publisher’s pre-publishing and hosting services, procured by Customer in relation to an Eligible Article for Eligible Authors, as defined below.

Pre-publishing services typically include managing and resourcing the publishing process, the provision of online tools for editors and authors, article review, copy-editing, typesetting and formatting, production and hosting, liaison with abstracting and indexing services, customer services, and identification and verification of Eligible Authors. However, the pre-publishing services are defined as per the applicable workflows at the relevant journal covered by the standard list price article processing charge at the relevant journal.

Hosting services include making available the published Eligible Articles on the Publisher’s Platform in line with Publishers standard business practices.

The Publishing Services are subject to the Eligible Author agreeing to the journal publisher’s publishing terms, and subject to the terms of these Product Terms and may for some Journals

be provided by the relevant publisher of the Eligible Article in the respective Nature Hybrid Journal.

- 2.1.17 “**Token**” means a voucher in a value of the APC (as defined above), to be used to publish Eligible Articles. One (1) Token is required for the publication of one (1) Eligible Article.
- 2.1.18 “**Token Pool**” means the number of Tokens which are calculated as per Schedule 1 of this Nature Publish and Read Agreement.
- 2.1.19 “**Verifying Institution**” means the legal entity obligated under this Nature Publish and Read Agreement to verify whether an author is an Affiliated Author under Section 3.4.3 and the article conforms to one of the Article Types listed in Section 2.1.9.

The Parties agree that [CHOOSE: Customer OR the Institution] is the Verifying Institution

3. Open Access Publishing

3.1 Publication of Eligible Articles

- 3.1.1 Affiliated Authors may choose to publish articles in a Nature Hybrid Journal under an Open Access License, or a standard license to publish. If the Affiliated Author chooses to publish under an Open Access License, generally, the Eligible Author will retain copyright in the Eligible Article, subject to certain exceptions (including, but not limited to, if requested by the author, and/or otherwise required by law or third parties (such as funding bodies). Under the standard hybrid publication workflow, open access publishing will be presented as the default option. However, for clarity, articles which are published on a subscription basis, shall not be deemed Eligible Articles or Published Articles.
- 3.1.2 Publisher will send to Customer and Consortium Leader the list of Published Articles (together with a list of articles which are published on a subscription basis (indicated as “opt out”)) as per this Section 3.1.2 on a monthly, year-to-date basis. The reports shall be provided both in machine-readable (e.g. csv) and in human-readable format and shall include the following details:
- Name of journal
 - Article title of published version
 - DOI of article
 - Article Type (as defined in the definition of Eligible Article)
 - Name of eligible corresponding author
 - Email of eligible corresponding author
 - Affiliation(s) of corresponding author as listed on published article.
 - Eligible Institution as determined in author identification process described in Section 3.3.1
 - Name and DEAL ID of the Eligible Institution (if available)
 - Online Publication Date
 - Acceptance Date (if available)
 - Open Access license information (indication of the license type),
 - Approval by

The number of Published Articles as set forth in the monthly reports will be determined by the Online Publication Date.

- 3.1.3 If Customer defaults with respect to payment of the Fees in accordance with these Product Terms and the Nature Publish and Read Agreement, Publisher may, with respect to any

articles not yet published, cease (i) the author identification process, (ii) submission to the Verifying Institution of articles of Affiliated Authors for approval according to Section 3.4, and (iii) publication of any Eligible Article under these Product Terms. Publisher, however, shall be free to enter into separate agreements with Affiliated Authors affected by such default for publishing services subject to payment of any applicable article processing charges by the relevant Affiliated Author(s). For clarity, within ten business days after Customer cures its payment default, Publisher shall recommence the activities set forth in subparagraphs (i) – (iii) above, however Publisher shall not be obliged to recommence the activities for any articles processed between cessation of activities and recommencing the activities.

- 3.1.4 Publisher undertakes to use reasonable efforts to use ORCID (<http://orcid.org/>) throughout the workflow from submission to publication and include Eligible Authors' ORCID ID in Eligible Articles. It is the Eligible Author's responsibility to provide all necessary details in respect of its ORCID ID to Publisher.
- 3.1.5 For clarity, access to an Eligible Article that an Eligible Author has elected to have published under an Open Access License will be made available under the terms of such Open Access License without additional restrictions on the Online Publication Date.
- 3.1.6 For the avoidance of doubt, the Back Half Fees charged under these Nature OA Publishing Product Terms relate to the standard Publishing Services provided at the relevant journal, where "standard" refers to the service scope that is covered by the list price article processing charge for customers of Publisher not subject to the terms of this Nature Publish and Read Agreement. Service fees for optional additional services related to the publishing of the Eligible Article ordered by the author (including but not limited to colour-in-print, reprints, posters) will be charged separately based on the invoice information provided by the author.
- 3.1.7 Publisher shall use measures Publisher deems commercially reasonable to include the following note in the acknowledgement section of the version of record of the Published Article: "Open Access funding provided by [name of Verifying Institution]".
- 3.1.8 Upon publication of an Eligible Article, Publisher will register the article metadata on CrossRef, including, but not limited to, the following metadata: (1) publisher, (2) title, (3) the Eligible Article's digital object identifier (DOI), (4) comprehensive source information (i.e., pages, volume, ISSN, issue) if available, (5) dates relevant to publication (acceptance date, if available, publication date online, publication date print) (6) the ORCID ID (if provided by the author prior to editorial acceptance), (7) bibliographic citations, (8) indication of the Open Access License, all of the foregoing subject to the following conditions: (i) Publisher has sufficient rights to perform the foregoing based on its then-current contractual relationship with CrossRef at the time of publication and (ii) CrossRef accepts the specific metadata.

3.2 Editorial Independence

Nothing herein contained shall oblige Publisher or any third party to accept or publish any article submitted to Publisher by an Eligible Author. Customer acknowledges that the selection of material to be accepted and published by Publisher or a third party in control of the publishing process is entirely at the discretion of Publisher or said third party. Customer waives any claim they may have against Publisher or said third party in the event that Publisher or said third party refuses or declines to publish any material (or part thereof) submitted by an Eligible Author (i.e. an article which is not an Eligible Article).

3.3 Author Identification

- 3.3.1 Publisher will provide the technical means for the identification of Affiliated Authors as part of the publication process, which will be enabled by Publisher on Publisher's Platforms, as follows:

- 3.3.1.1 “Data Elements” means the following identifiers which may be used by Publisher to enable identification of Affiliated Authors as part of the publication process: (i) name of the Institution, i.e. the legal entity (“Data Element Institution Name”), (ii) e-mail domain of the Institution, (iii) the IP address(es) of the Institution (iv) institute name, meaning an institute which is part of an Institution (“Data Element Institute Name”).
- 3.3.1.2 Affiliated Authors shall identify themselves by selecting Data Element Institution Name within the identification process. Both parties agree that both parties shall communicate to authors that authors should use their primary affiliation when selecting the Data Element Institution Name. The parties agree that the guiding understanding for “primary affiliation” is the following: the institution at which the bulk of the research for the article was conducted.
- 3.3.1.3 In addition, Publisher may request that Affiliated Authors provide, and Publisher may use in the identification process, the Data Elements set forth in Section 3.3.1.1 (ii), (iii) and (iv) above, if and to the extent such Data Elements have been provided to Publisher, or which otherwise may be in Publisher’s possession and used by Publisher pursuant to Section 3.3.1.

3.3.2 Source of Data Elements

- 3.3.2.1 Customer will provide the Data Elements set forth in Section 3.3.1.1 (i), (ii), (iii) and (iv) to Publisher, to the extent not yet provided to Publisher under the “DEAL” Agreement between Publisher and MPDL Services GmbH dated January 8, 2020, and Customer agrees that Publisher may use said Data Elements for the performance of its obligations under this Nature Publish and Read Agreement.
- 3.3.2.2 Customer shall update Publisher with respect to any changes to Data Elements used in this Nature Publish and Read Agreement without undue delay. Customer may add additional Data Elements for an Institution under this Nature Publish and Read Agreement, however, changes to the Data Elements 3.3.1.1 (ii), (iii) and (iv) for an Institution which is a Member Institution (as under, and as defined in the DEAL Agreement) and an Institution under this Nature Publish and Read Agreement will technically apply to both the Data Elements used in the “DEAL Agreement” and this Nature Publish and Read Agreement. For clarity, the foregoing shall not affect the rights and obligations with respect to eligibility of authors under these agreements.

3.4 Verification

- 3.4.1 Publisher shall notify Verifying Institution by email each time an author is identified as an Affiliated Author.
- 3.4.2 Publisher shall 1) make available to Verifying Institution all Data Elements that identified the author as an Affiliated Author, 2) make available, upon request, all affiliations of the Eligible Author that the Eligible Author identified in the article manuscript. The Publisher undertakes to include said affiliation(s) in the published version of the Eligible Article.

Publisher understands that it is desirable that affiliation information be provided to the Verifying Institution automatically for verification purposes. Publisher has begun and will continue the process of modifying its workflows to enable such automated provisioning.

For clarity, any questions related to verification under this Nature Publish and Read Agreement should solely be addressed to Publisher, and not Consortium Leader.

- 3.4.3 On the basis of the Data Elements specified in Section 3.4.2, Verifying Institution shall confirm or deny that a) the author is an Affiliated Author and b) article conforms to one of the Article Types listed in Section 2.1.9, as provided by the Publisher, within 3 business days following

such notification, and in the case of confirmation, shall be deemed to have ordered the Publishing Services for the respective Eligible Article. For clarity, the Verifying Institution is required to confirm that an author is an Affiliated Author, and that the article conforms to one of the Article Types listed in Section 2.1.9, if the conditions set forth in this Agreement are met. If the Verifying Institution denies that the author is an Affiliated Author, or that the Article Type for an article provided by Publisher is an Article Type covered by these Product Terms, publication of the article will not proceed unless and until the dispute is resolved. The Verifying Institution and the Publisher shall work in good faith to resolve any such dispute. In case Publisher does not receive either a confirmation or a denial within 3 business days after Publisher has notified and provided the Data Elements as specified in Section 3.4.2 to Verifying Institution, Publisher will send a reminder, with a 4-day grace period ("Grace Period"), which shall inform Verifying Institution that Publisher will deem the author to be an Affiliated Author and continue the publishing process if the set grace period expires without any declaration by Verifying Institution. Verifying Institution may request a reasonable extension of the Grace Period, but not more than 5 business days in case Verifying Institution cannot verify that the author is an Affiliated Author for material reasons. In case the affiliation(s) provided by the Eligible Author were not made available to Verifying Institution, Verifying Institution will receive a default extension of the Grace Period of 5 business days. However, Verifying Institution will, without undue delay, request the affiliations from Publisher, if needed for Eligible Author verification.

- 3.4.4 Published articles that do not include affiliation(s) which have been provided to Publisher by the Eligible Author at Acceptance Date, and which Publisher has made available to the Verifying Institution for the purpose of verification, shall not be considered Eligible Articles. For clarity, (i) Publisher will not deduct Tokens for such articles under this Nature Publish and Read Agreement, and will not include such articles in the reports as per Section 3.1.2, and (ii) affiliation(s) stated in an Eligible Article may not be changed after verification.
- 3.4.5 For clarity, corrections to published versions of the Eligible Articles shall be made available under the same license terms as the original published version of the Eligible Article, without additional charge.

PART B – ACCESS TO CONTENT

4. Access to Content

4.1 Continuing Access Journals: During the Term, Institution and its Authorized Users (as set forth in the General Terms and Conditions) shall have access to the Continuing Access Journals first published during the Term. After the Term, Institution and its Authorized Users (as set forth in the General Terms and Conditions) shall have Continuing Access to the Continuing Access Journals first published during the Term, subject to all the terms and conditions of this Nature Publish and Read Agreement.

4.2 Cessation of Publication; Transfers

4.2.1 Cessation of Publication of Continuing Access Journals During the Term: If Publisher ceases to publish new Content for 3% or more of the Continuing Access Journals during any calendar year of the Term, whether because Publisher ceases to have publishing rights or because Publisher ceases to publish those Continuing Access Journals, upon Institution's written request, Publisher will, at Publisher's sole option, offer to Institution:

4.2.1.1 access to additional Content not presently licensed to Institution with an approximate value equal to or greater than the value at the date of



cessation of the Content associated with the discontinued Continuing Access Journals that was to be published from the date of cessation of publication through the end of the Term, or

- 4.2.1.2 a credit toward any future acquisition of a Product in the same value as that mentioned in part (1) above.

The value to be applied for additional Content or a credit will be determined by Publisher in good faith, taking into account factors which may include, without limitation, number of articles, number of pages, impact factor, usage factor, and list price of the Content in question, or any other formula including any or all such factors that allows Publisher to calculate the value of the lost Content as a percentage of the Continuing Access Journals under the Nature Publish and Read Agreement.

- 4.3 Transfer of Publishing Rights to Continuing Access Journals** If Publisher's publishing rights to a Continuing Access Journal are transferred to another publisher or entity at any time during or after the Term, Publisher will use reasonable efforts to provide Institution with Continuing Access to the Content of that Continuing Access Journal published by Publisher during the Term, either (a) online on the Platform, (b) online on the new publisher's website, or (c) offline by providing the same on a digital storage medium. In case of (c) above, use of the Continuing Access Journal shall be subject to the terms of this Nature Publish and Read Agreement, except for Sections 4.3 and 4.4 of the General Terms and Conditions.

4.4 New Start Journals

Journals under the imprints Nature Research and Nature Review, whose first issue is published during the Term ("New Start Journals") will be added to the Continuing Access Journals as they become available.



Schedule 1 to Nature Publish and Read Agreement - Payment of Fees, Calculation of Token Pool and deduction of Tokens

1. Payment of Fees

Fees indicated in the Agreement Details will be paid by Customer.

[ADD IF APPLICABLE] Number of Additional Tokens purchased by Customer in the year 2021 **[INCLUDE]** 2022 **[INCLUDE]**, 2023 **[INCLUDE]**, 2024 **[INCLUDE]** Tokens. For clarity, the Euro amount for the Additional Tokens will be included in, and invoiced as part of the Back Half Fee, as indicated in the Fee section of the Agreement Details.

2. Customer understands and agrees that Publisher a) may report if and when Customer has signed this Nature Publish and Read Agreement, the related Back Half Fees, and the current size of the Token Pool to other Eligible Institutions and/or Participating Institutions, and b) will report monthly to Consortium Leader and that upon request, Consortium Leader will communicate the fact that Customer has signed a Nature Publish and Read Agreement, the related Back Half Fees as well as the current size of the Token Pool to Eligible Institutions and other Participating Institutions.

3. Calculation of Token Pool

Customer agrees and acknowledges that a) the Back Half Fee paid by Customer and the Back Half Fees paid by other Participating Institutions (which may include Additional Tokens) will be used to calculate a Token Pool.

The number of Tokens ("Token Pool") will be calculated for each calendar year of the Term according to the following:

The paid Back Half Fees (which include, if applicable, the Euro amounts of Additional Tokens) of any given calendar year of the Term of all Participating Institutions will be added, and the resulting Euro amount will be divided through the APC, resulting in a certain number of Tokens. For clarity, remaining Euro amounts below the full value of a Token will not be considered for the calculation of the Token Pool, and will not be refunded, but may be used in a top up scenario.

Upon expiry of each calendar year of the Term, the Token Pool of such calendar year expires, any remaining Tokens will not be refunded or transferred. For clarity, a possible allocation of Tokens as described in Section 4.2 below will not affect the absolute size of the Token Pool.

4. Deduction of Tokens, Allocation of Tokens, Depletion of Token Pool and Reporting

4.1 Tokens for the publication of Eligible Articles under a Nature Publish and Read Agreement from Eligible Authors of a Participating Institution will generally (subject to Section 4.2 below) be deducted from the Token Pool in the order determined by the Online Publication Date.

4.2 As the Token Pool is largely dependent on the number of individual Participating Institutions, and the depletion of the Token Pool depends on the overall number of Eligible Articles from Eligible Authors from Participating Institutions, a safety mechanism is intended to ensure that Participating Institutions in Tiers 3, 4, and 5 can benefit from publishing Eligible Articles under their Nature Publish and Read Agreements. Consortium Leader will monitor the publishing trends of Participating Institutions during the Term and will take the measures described below, based on a fair-share principle seeking to ensure that the Token Pool is sufficient, for each calendar year of

the Term, to allow and protect publication of Eligible Articles from Eligible Authors from Participating Institutions in Tier 3, 4, and 5.

- 4.2.1 For each calendar year of the Term, Consortium Leader will divide the number of expected Eligible Articles of Participating Institutions that belong to Tier 3, 4, and 5 for the relevant calendar year (based on the publishing output from such institutions in the last three years) by the total number of expected Eligible Articles from all Participating Institutions for the respective calendar year (based on the publishing output from such institutions in the last three years).

Consortium Leader will apply the resulting percentage share to the Token Pool in order to estimate the number of Tokens that are likely to be used by Participating Institutions that belong to Tier 3, 4, and 5 in each calendar year, and monitor the publishing output of the Participating Institutions.

- 4.2.2 If Consortium Leader estimates that the Token Pool for the respective calendar year of the Term will not be sufficient to cover the publishing output of all Participating Institutions, Consortium Leader will notify Publisher accordingly, or, if Consortium Leader receives timely notice from Publisher that the Token Pool will be depleted (as per Section 2.6, first sentence, of the Framework Agreement), Parties will jointly assess the publishing trend of the Participating Institutions.

- 4.2.3 If Consortium Leader deems, based on the assessment with Publisher, that the Token Pool for the respective calendar year of the Term is not sufficient to cover the expected number of Eligible Articles from Participating Institutions, Consortium Leader may, following a fair-share principle, endeavor to seek additional funds to supplement the Token Pool as per Section 3.4 of the Framework Agreement to cover the total number of expected Eligible Articles from all Participating Institutions for the respective calendar year. The Parties agree that an amendment to include additional Tokens into the Token Pool would need to be agreed at least two weeks before the Token Pool is depleted.

If Consortium Leader does not supplement the Token Pool for the respective calendar year, Consortium Leader will,

- a) Based on the percentage share described in Section 4.2.1 above, and the publishing trends, calculate the then-current estimate of further Eligible Articles of Participating Institutions belonging to Tier 3, 4 and 5 until the end of the respective calendar year of the Term, and based on such number, calculate how many Tokens remain for publishing of Eligible Articles from Participating Institutions belonging to Tier 1 and 2 for the remainder of the calendar year of the Term ("Remaining Number of Tokens for Tier 1 and 2"), and confirm the Remaining Number of Tokens for Tier 1 and 2 to Publisher in writing,
- b) Communicate to Participating Institutions belonging to Tier 1 and 2 without delay the procedure set forth in Section 4.2.3, and the Remaining Number of Tokens for Tier 1 and 2 for the remainder of the calendar year of the Term.

Publisher then will,

- c) the latest, four weeks after receipt of the notice as set forth in Section 4.2.3 a), deduct the Remaining Number of Tokens for Tier 1 and 2 on the Online Publication Date of the relevant Eligible Articles from the Token Pool,
- d) and once such number of Remaining Number of Tokens for 1 and 2 is reached, cease the author identification process (and any further subsequent Publishing Services) related to Eligible Authors from Participating Institutions belonging to Tier 1 and 2, for



any Eligible Article submitted on or after the date on which such number of Tokens is depleted.

- 4.2.4 For clarity, the calculation and allocation set forth above in Section 4.2 is a) solely maintained by Consortium Leader, and b) all related communication will be made by Consortium Leader to Eligible Institutions and Participating Institutions, and not by Publisher.

4.3 Depletion of Token Pool

- 4.3.1 Consortium Leader will notify Participating Institutions when it has received the notification from Publisher that the Token Pool is depleted.

- 4.3.2 Irrespective of Section 4.2 above, when the Token Pool is not sufficient to cover publishing of any more Eligible Articles, the Publisher reserves the right to stop accepting Eligible Articles for open access publication and publishing Eligible Articles under an Open Access License pursuant to these Product Terms. Under such circumstances, the Publisher will, without undue delay notify Consortium Leader, and Consortium Leader will inform the Customer. However, the Eligible Article maybe published under Publisher's standard workflows irrespective of this Nature Publish and Read Agreement.

5. Customer understands and agrees that:

- a) All Participating Institutions publish from the Token Pool and Tokens will generally be deducted in the order of the Online Publication Date,
- b) however Consortium Leader may adjust the number of Tokens available to Participating Institutions of Tier 1 and 2 to ensure a fair publishing possibility for Participating Institutions from Tier 3-5, according to Section 4.2 above, and that such may lead to a cessation of Publishing Services for Participating Institutions of Tier 1 and 2 for the remainder of the related calendar year of the Term,
- c) payment of the Back Half Fee does not correlate to a right to publish a corresponding number of Eligible Articles,
- d) the number of Tokens in the Token Pool, and number of Participating Institutions may change during the Term of this Nature Publish and Read Agreement, subject to the rights and obligations in this Nature Publish and Read Agreement, and the Framework Agreement.

6. Customer confirms that Customer had knowledge of the Participating Institutions and the available Token Pool, before the signing of this Nature Publish and Read Agreement, based on the information provided by Consortium Leader as per Section 3.2 of the Framework Agreement.

7. For clarity, Customer agrees to, and authorizes Consortium Leader to, irrevocably during the Term, exercise the rights as set forth in Section 4.2 above.



**Schedule 2 to Nature Publish and Read Agreement:
Nature Journal List**

The Nature Journal List is subject to change by Publisher. Publisher will provide Customer with quarterly updates to the Nature Journal List.

The Nature Journal List includes, among others the following data fields ("Attributes")

- a. The Nature Hybrid Journals as described in the Product Term "Nature OA Publishing".
- b. Journals identified as "Continuing Access Journals" in the Product Terms "Nature OA Publishing".

For clarity, the content of the Attributes of a.- b. above is subject to change by Publisher. Publisher will add new hybrid journal titles published during the Term under the imprint Nature Research to the Nature Hybrid Journals included in the Nature Journal List.

However, for clarity, Publisher shall not modify the list of Attributes without mutual consent of Customer.

In addition to the Nature Journal List, Publisher will provide an annual list of the Nature Hybrid Journals and the Continuing Access Journals being part of the Nature Journal List, in accordance with the then current KBART standard (current KBART standard: <https://www.niso.org/publications/rp-9-2014-kbart>) to Customer, excluding however, modelling title changes as described in Section 5.2 of the current recommended practice.

Nature Journal List

Product ID	Title	eISSN	Nature OA Publishing	Continuing Access Journals	CRY
41586E	Nature	1476-4687	Y	Y	2021
43587E	Nature Aging	2662-8465	Y	Y	2021
41550E	Nature Astronomy	2397-3366	Y	Y	2021
41551E	Nature Biomedical Engineering	2157-846X	Y	Y	2021
41587E	Nature Biotechnology	1546-1696	Y	Y	2021
43018E	Nature Cancer	2662-1347	Y	Y	2021
41929E	Nature Catalysis	2520-1158	Y	Y	2021
41556E	Nature Cell Biology	1476-4679	Y	Y	2021
41589E	Nature Chemical Biology	1552-4469	Y	Y	2021
41557E	Nature Chemistry	1755-4349	Y	Y	2021
41558E	Nature Climate Change	1758-6798	Y	Y	2021
43588E	Nature Computational Science	2662-8457	Y	Y	2021
41559E	Nature Ecology & Evolution	2397-334X	Y	Y	2021
41928E	Nature Electronics	2520-1131	Y	Y	2021
41560E	Nature Energy	2058-7546	Y	Y	2021

Product ID	Title	eISSN	Nature OA Publishing	Continuing Access Journals	CRY
43016E	Nature Food	2662-1355	Y	Y	2021
41588E	Nature Genetics	1546-1718	Y	Y	2021
41561E	Nature Geoscience	1752-0908	Y	Y	2021
41562E	Nature Human Behaviour	2397-3374	Y	Y	2021
41590E	Nature Immunology	1529-2916	Y	Y	2021
42256E	Nature Machine Intelligence	2522-5839	Y	Y	2021
41563E	Nature Materials	1476-4660	Y	Y	2021
41591E	Nature Medicine	1546-170X	Y	Y	2021
42255E	Nature Metabolism	2522-5812	Y	Y	2021
41592E	Nature Methods	1548-7105	Y	Y	2021
41564E	Nature Microbiology	2058-5276	Y	Y	2021
41565E	Nature Nanotechnology	1748-3395	Y	Y	2021
41593E	Nature Neuroscience	1546-1726	Y	Y	2021
41566E	Nature Photonics	1749-4893	Y	Y	2021
41567E	Nature Physics	1745-2481	Y	Y	2021
41477E	Nature Plants	2055-0278	Y	Y	2021
41594E	Nature Structural & Molecular Biology	1545-9985	Y	Y	2021
41893E	Nature Sustainability	2398-9629	Y	Y	2021
41596E	Nature Protocols	1750-2799	N	Y	2021
41568E	Nature Reviews Cancer	1474-1768	N	Y	2021
41569E	Nature Reviews Cardiology	1759-5010	N	Y	2021
41570E	Nature Reviews Chemistry	2397-3358	N	Y	2021
41571E	Nature Reviews Clinical Oncology	1759-4782	N	Y	2021
41572E	Nature Reviews Disease Primers	2056-676X	N	Y	2021
41573E	Nature Reviews Drug Discovery	1474-1784	N	Y	2021
43017E	Nature Reviews Earth & Environment	2662-138X	N	Y	2021
41574E	Nature Reviews Endocrinology	1759-5037	N	Y	2021
41575E	Nature Reviews Gastroenterology & Hepatology	1759-5053	N	Y	2021
41576E	Nature Reviews Genetics	1471-0064	N	Y	2021
41577E	Nature Reviews Immunology	1474-1741	N	Y	2021
41578E	Nature Reviews Materials	2058-8437	N	Y	2021
43586E	Nature Reviews Methods Primers	2662-8449	N	Y	2021
41579E	Nature Reviews Microbiology	1740-1534	N	Y	2021
41580E	Nature Reviews Molecular Cell Biology	1471-0080	N	Y	2021
41581E	Nature Reviews Nephrology	1759-507X	N	Y	2021
41582E	Nature Reviews Neurology	1759-4766	N	Y	2021
41583E	Nature Reviews Neuroscience	1471-0048	N	Y	2021
42254E	Nature Reviews Physics	2522-5820	N	Y	2021
41584E	Nature Reviews Rheumatology	1759-4804	N	Y	2021
41585E	Nature Reviews Urology	1759-4820	N	Y	2021



General Terms and Conditions

For the avoidance of doubt, in the General Terms and Conditions, references to "Licensor" shall refer to "Publisher", references to "Licensee" shall refer to "Institutions", references to "License Fees" shall refer to "Fees".

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For clarity, the only termination right applicable to this Nature Publish and Read Agreement are the termination rights as set forth in Section 7 in the General Terms and Conditions as referenced in 1. and 2. above, any other termination rights are expressly excluded.