

ADDENDUM TO [Date].....] SITE LICENCE (“Licence”).

THIS ADDENDUM IS BETWEEN:

- (1) **THE COMPANY OF BIOLOGISTS LIMITED** a company limited by guarantee (company number 00514735) whose registered office is at Bidder Building, Station Road, Histon, Cambridge CB24 9LF, United Kingdom (“The Company of Biologists”) and
- (2) [.....] [name of institution or company] a [.....] [type of institution or company] [(company number.....), if applicable] whose place of business is at [.....] (“the Licensee”).

#### BACKGROUND AND APPLICATION OF THIS ADDENDUM

1. The Company of Biologists is committed to entering into open access transitional agreements with site licensees.
2. This Addendum shall incorporate open access provisions into the Licence as of **1 January 2023** the “Commencement Date”.
3. The provisions set out below are intended to be supplemental to the Licence and all of the other remaining provisions of the Licence shall continue to apply, except in the case where this Addendum specifies that the term shall replace a particular term of the Licence.

#### OPERATIVE TERMS

This Addendum shall become effective to amend the terms of the Licence as of the Commencement Date specified above.

In this Addendum, where the provisions are the same as those contained in the Licence, they shall replace the corresponding definition or term in the Licence.

In this Addendum where there are no corresponding provisions in the Licence, the terms shall supplement the terms of the Licence.

The title of the agreement shall be replaced with:

#### READ AND PUBLISH LICENCE AGREEMENT

The first paragraph of the Licence shall be replaced with the following:

THIS AGREEMENT IS BETWEEN:

- (1) **THE COMPANY OF BIOLOGISTS LIMITED** a company limited by guarantee (company number 00514735) whose registered office is at Bidder Building, Station Road, Histon, Cambridge CB24 9LF, UK (“The Company of Biologists”) and
- (2) [.....] [name of institution or company] a [.....] [type of institution or company] [(company number.....), if applicable] whose place of business is at [.....] (“the Licensee”).

**THE COMPANY OF BIOLOGISTS LIMITED** agrees to provide electronic access to the Licensed Materials, along with rights to publish Version of Record (as defined below) articles, immediately open access under CC BY Version 4.0 terms in the Licensed Materials, to the Licensee, subject to the terms and conditions of this licence (the “Licence”), and payment of the fees set out below.

**1) DEFINITIONS**

<p>“Authorised Users”</p>	<p>means an individual who is authorised by the Licensee to access the Licensee’s information services, whether from a computer or terminal on the Licensee’s secure network or offsite via a communications link to the Licensee’s secure network, via Secure Authentication and who is:</p> <ul style="list-style-type: none"> <li>• a current student registered with the Licensee (including undergraduates and postgraduates);</li> <li>• an alumnus of the Licensee;</li> <li>• a contractor of the Licensee;</li> <li>• a member of staff of the Licensee (whether permanent or temporary, including retired members of staff and any teacher who teaches students registered with the Licensee);</li> <li>• Affiliated Users; or</li> <li>• Library Patrons.</li> </ul>
<p>“Commercial Use”</p>	<p>means use for the purpose of earning monetary reward or generating profit (whether by or for the Licensee or an Authorised User) by means of the sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Materials but excluding:</p> <p>(i) use for which the Licensee is entitled only to be reimbursed its costs (which may include overhead costs); and</p> <p>(ii) use of the Licensed Material in the course of research funded by a commercial or for-profit organisation.</p>
<p>“Corresponding Authors”</p>	<p>means authors who are Authorised Users who are also the corresponding author of an Open Access Article published in a journal forming part of the Licensed Materials.</p>
<p>“Eligible Author”</p>	<p>means a Corresponding Author from a Licensee of an Open Access Article accepted in a Licensed Title.</p>

<p><b>“Funder”</b></p>	<p>means the body or bodies (if any) under whose funding terms either the Open Access Article was prepared, or the work on which it is based, was carried out.</p>
<p><b>“Hybrid Journal”</b></p>	<p>means a journal title forming part of the Licensed Material in which articles that are not Open Access Articles are published in the same issue as Open Access Articles.</p>
<p><b>“Library Patrons”</b></p>	<p>(also known as ‘walk-in users’) means individuals (other than Licensee’s staff, students, and Affiliated Users) who are allowed by the Licensee to access the Licensee’s information services from computer terminals within the physical premises of the Licensee at the Licensed Site. For the avoidance of doubt, Library Patrons may be given access to the Licensed Materials by any wireless Secure Network. Library Patrons are not allowed off-site access to the Licensed Material.</p>
<p><b>“Licence Fee”</b></p>	<p>means the annual fee payable during the Term, as set out in Appendix D, excluding all applicable taxes (if any), for both access to and use of the Licensed Material, and the rights to publish accepted articles in the Version of Record, immediately as an Open Access Article in a journal forming part of the Licensed Materials.</p>
<p><b>“Licensed Content”</b></p>	<p>means those articles of a Licensed Title which form part of the content licensed under this Licence (including all content published during the Term, and thereafter in accordance with clause 3)d) below.</p>
<p><b>“Licensed Material”</b></p>	<p>means the Licensed Content (namely published articles) forming part of the content of the Licensed Titles and all Metadata relating to Licensed Titles and Licensed Content.</p>
<p><b>“Licensed Title”</b></p>	<p>means the titles listed in Appendix C.</p>
<p><b>“Metadata”</b></p>	<p>means data describing any article or research paper and includes index terms, bibliographic information, headers, references, digital object identifiers (DOIs), unique identifiers, dates, keywords, Funder information, grant identifier, author affiliations, abstracts, or any other metadata which The Company of Biologists agrees to make available to the Licensee.</p>

“Open Access Article”	means an original research paper relating to original research (and, for the avoidance of doubt, this does not include review papers, commentaries, correspondence, corrections, additions, posters or any other content or material), by an Eligible Author that is accessible or submitted on the basis that it will be accessible immediately, on an open access basis under CC BY Version 4.0 terms (see Creative Commons CC-BY Terms version 4.0 at <a href="https://creativecommons.org/licenses/by/4.0/">https://creativecommons.org/licenses/by/4.0/</a> ).
“Term”	shall mean [two (2)] [three (3)] years from the Commencement Date.
“Version of Record”	means the final typeset and edited version of the Open Access Article published in a journal forming part of the Licensed Material.
“Working Day”	means a day other than a Saturday, Sunday or public holiday in England when banks in London are not open for business.

#### 1A (NEW CLAUSE) OPEN ACCESS PUBLISHING

- a) In consideration for The Company of Biologists licensing the Licensed Materials, and agreeing to permit Eligible Authors to publish an accepted Open Access Article in the Version of Record, immediately “Open Access” in the Licensed Title with CC BY Version 4.0 terms on the basis of the terms of this Licence, the Licensee agrees to pay the Licence Fee, (and the parties acknowledge that a proportion of the Licence Fee is attributable to each of the licensing of the Licensed Materials and such rights of publication of accepted Open Access Articles).

#### 2) LICENSED RIGHTS

- a) In respect of the Licensed Site, The Company of Biologists grants to the Licensee, during the Term, subject to and in accordance with the terms of this Licence (including the Copyright Policy), a non-exclusive, non-transferable Licence (subject to payment of the Licence Fee) to access and use the Licensed Materials and to allow Authorised Users to access and use the Licensed Materials in accordance with the terms of this Licence via Secure Authentication.
- c) Sharing of online subscriptions with unauthorised users is not allowed. The Licensee shall ensure that Authorised Users may only access the Licensed Materials via the Licensee’s Secure Network. **Use via open proxies and other less than ‘Two Factor Authenticated’ proxy servers are prohibited.** In the event that Licensee requests remote access by Authorised Users other than via the Secure Network, the Licensee shall be required to notify The Company of Biologists, and if The Company of Biologists agrees to such remote access, the Licensee shall inform The Company of Biologists of the specific IP address of the proxy server and deploy two factor authentication for off-site Authorised Users, namely that each Authorised User may only access the Licensed Materials by inputting either: (i) a username and a password; (ii) a staff ID and a PIN; or (iii) an email address and a software token. Proxy servers that only require a staff ID to log in (without additional password) are not allowed for authenticating users.

#### 3) USAGE RIGHTS, COPYING

- d) On expiry of the Term, the Licensee shall be entitled to continue to exercise at no charge the non-exclusive licence granted in clause 2)a) above in respect of the Licensed Materials published during the Term and made available to the Licensed Site. Such continuing access shall be provided in materially the same manner in which they were provided before the expiry of the Term, save that the rights granted in this sub-clause shall cease immediately in respect of any Licensed Materials in which The Company of Biologists ceases to have the right to publish.

#### 4) PROHIBITED USES

- b) vi) make any Commercial Use of the Licensed Material (in whole or in part); or
- b) vii) provide access to and/or permit use of the Licensed Content by anyone, or transmit any part of the Licensed Material (other than Metadata) by any means to anyone, other than an Authorised User, except as otherwise may be permitted under Appendix B (including by way of inter-library lending).

#### 5) RESPONSIBILITIES OF THE COMPANY OF BIOLOGISTS

- a) The Company of Biologists shall provide access to the Licensed Material during the Term subject to receipt by The Company of Biologists of the Licence Fee.
- d) Upon request by an Eligible Author, subject to the Eligible Author executing an applicable publishing agreement, The Company of Biologists agrees to publish accepted Open Access Articles of Eligible Authors, and all Open Access Articles shall be:
  - (i) made immediately open access, as the Version of Record in a Licensed Title on The Company of Biologists' website with no embargo period;
  - (ii) published under the terms of the CC-BY Version 4.0 licence;
  - (iii) deposited by The Company of Biologists on acceptance in PubMed Central.
- e) The Company of Biologists will provide the Licensee with a report every six months detailing the Open Access Articles published by Eligible Authors, containing the following information:
  - (i) Journal Title
  - (ii) Article Title
  - (iii) Corresponding Author
  - (iv) Licensee Name
  - (v) DOI
- f) For each Open Access Article, The Company of Biologists shall include details of the licensing terms applicable to such article, within the Metadata for the Open Access Article.

#### 6) OBLIGATIONS OF LICENSEE

- a) Licensee shall pay the first annual payment of the Licence Fee , and shall pay each annual payment of the Licence Fee thereafter in accordance with the provisions of clause 7)a) below, by bank transfer or through a recognised agent.
- f) The Licensee agrees to inform Eligible Authors that the Licence is in place and that their articles can be made Open Access Articles on acceptance in a Licensed Title forming part of the Licensed Materials.
- g) The Licensee shall ensure that Eligible Authors shall identify themselves as being eligible to The Company of Biologists by using an appropriate institutional email address throughout the submission process.
- h) The Licensee shall use all reasonable efforts to make its authors aware that to become Eligible Authors and for the Licensee therefore to benefit most from the Licence, they should be prepared to take on the responsibilities of Corresponding Author.

- i) For the avoidance of doubt, any articles published in a Hybrid Journal that are not designated as Open Access Articles will not be available to access pursuant to the CC BY Version 4.0 terms.

**7) REPLACE CLAUSE ENTITLED 'TERM' WITH 'PAYMENT'**

- a) The Licensee shall pay The Company of Biologists the License Fee in accordance with the amounts specified in Appendix D. The Company of Biologists shall issue an invoice for each annual payment of the Licence Fee payable in respect of each year of the Term in accordance with the fees specified in Appendix D. The Licensee shall pay each annual payment of the License Fee within twenty eight (28) days of the date of invoice issued for payment pursuant to this clause 7)a). All sums specified under this License, unless otherwise stated, are exclusive of VAT and any other similar or equivalent taxes or duties, where applicable, and any application VAT will be payable in addition.

b) DELETE

c) DELETE

d) DELETE

e) DELETE

- f) The Licensee shall notify The Company of Biologists (by sending an email to the email address: [subscriptions@biologists.com](mailto:subscriptions@biologists.com)) if, at any time, it wishes to increase the number of Licensed Sites. The Company of Biologists shall review such request and confirm any increase to the Licence Fee. The Company of Biologists shall only grant access to such additional Licensed Site after: (i) the increase to the Licence Fee (if any) has been paid by Licensee in full; and (ii) Appendix A has been amended to incorporate details of the additional Licensed Site, which shall then replace the earlier version of Appendix A.

- g) The Company of Biologists has the right to inform the Licensee that it wishes to amend the Licence Fee, on giving the Licensee no less than 90 (ninety) days' written notice prior to 1 January 2025 (or such other later date as may be declared by Plan S), in the event that The Company of Biologists has met the Plan S target of 75% of articles being published as Open Access Articles across the Licensed Materials prior to such notice. The Company of Biologists shall have the right to amend this Agreement such that the Licence Fee shall, from 1 January 2025, or such other date as amended by Plan S, only cover publishing fees and not read fees, at a cost specified by The Company of Biologists, at its sole discretion, subject to agreement by the Licensee and execution of an amendment signed by The Company of Biologists and the Licensee.

**8) TERMINATION (REPLACE ALL SUB-CLAUSES OF CLAUSE 8 WITH THE FOLLOWING)**

- a) This Licence shall commence on the Effective Date and shall continue unless terminated in accordance with this clause 8 until the expiry of the Term.

- b) Without affecting any other right or remedy available to it, The Company of Biologists may terminate this Licence with immediate effect by giving written notice to the Licensee if the Licensee:

- i) fails to pay any undisputed amount due under this Licence on the due date for payment and remains in default for not less than ninety (90) days after being notified in writing to make such payment;

- ii) wilfully and repeatedly infringes, or wilfully permits Authorised Users repeatedly to infringe, the copyright in the Licensed Material; or

- iii) has committed a breach of clause 4 (Prohibited Uses) or clause 6 (Obligations of Licensee) and fails to remedy that breach within a period of thirty (30) after being notified in writing to do so.

- c) Without affecting any other right or remedy available to it, The Company of Biologists may terminate access to the Licensed Materials by any Authorised User after promptly notifying the Licensee of such termination, at any time during the Term if such Authorised User infringes the copyright in the Licensed Materials or otherwise breaches the terms of this Licence, including

but not limited to the provisions set out in the paragraph entitled 'Prohibited Uses', or the Copyright Policy, and both parties shall work together to prevent any further unauthorised use.

- d) Without affecting any other right or remedy available to it, and without affecting the rights of The Company of Biologists to terminate under clause 8(b) above either party may terminate this Licence with immediate effect by giving written notice to the other party if:
  - i) the other party commits a material or persistent breach of any term of this Licence where such breach cannot be remedied or, if such breach is remediable, fails to remedy that breach within a period of ninety (90) days after being notified in writing to do so; or
  - ii) the other party becomes insolvent, admits insolvency or a general inability to pay its debts as they become due, has appointed a receiver or administrative receiver over it or over any part of its undertaking or assets, passes a resolution for winding up other than a bona fide plan of solvent amalgamation or reconstruction, files a petition for protection under any applicable bankruptcy code, or has filed against it or becomes subject to an insolvency petition in bankruptcy or an order to that effect, or, if any step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction .
- e) On expiry or termination of this Licence for any reason and subject to any express provisions set out elsewhere in this Licence:
  - i) all rights and licences granted pursuant to this Licence shall cease and the Licensee shall cease to access and use, and permit access to and use of, the Licensed Material; and
  - ii) The Company of Biologists shall cease to make available Licensed Material for access and use by the Licensee and Authorised Users,  
  
provided that the Licensee may retain and use, and permit the use of, Metadata, and that copies of parts of the Licensed Material made by the Licensee or Authorised Users in accordance with this Licence may be retained, subject to the terms of clause 4 to the extent that these are applicable.
- f) Termination or expiry of this Licence shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Licence which existed at or before the date of termination or expiry.
- g) The provisions of the following clause headings shall survive termination of this Licence for any reason: sub-clause 3(d), clause 4, this clause 8, and clauses 10, 11, 12, and 15.

**9) (NO CHANGE)**

**10) WARRANTY, DISCLAIMERS, INDEMNITY AND LIMITATION OF LIABILITY**

i) TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY OF BIOLOGISTS LIMITS ITS LIABILITY UNDER THIS LICENCE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), FOR BREACH OF STATUTORY DUTY, OR OTHERWISE, ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, TO THE VALUE OF THE LICENCE FEE PAID TO THE COMPANY OF BIOLOGISTS DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE NOTIFICATION OF A CLAIM TO THE COMPANY OF BIOLOGISTS.

**11) (NO CHANGE)**

**12) GENERAL**

d) This Licence and the Appendices constitutes the entire Licence of the parties about its subject matter and supersedes all prior communications, understandings and agreements (whether written or oral) relating to its subject matter and, except the Copyright Notice which may be updated from time to time by The Company of Biologists and Appendix A which may be updated in accordance with clause 7)f), may not be amended or modified except by agreement in writing signed by both parties. Other than expressly set out in this Licence, each of the parties agrees that in entering into this Licence it does not rely on, and shall have no remedy in respect of, any statement, representation

or warranty (whether negligently or innocently made and whether or not made in connection with the terms of this Licence) of any person (whether a party to this Licence or not). Notwithstanding the aforesaid, nothing in this clause 12)d) shall operate to limit or exclude any liability for fraud

**13) (NEW CLAUSE) EDITORIAL INDEPENDENCE**

- a) The Parties acknowledge that while the Licensee has financial obligations toward The Company of Biologists, that the Licensee is in no way involved with the editorial process relating to publication of articles.
- b) Nothing herein contained shall oblige The Company of Biologists to publish any article submitted to The Company of Biologists by an Eligible Author. The Licensee acknowledges that the selection of material to be published in the Licensed Materials is entirely at the discretion of The Company of Biologists. The Licensee waives any claim it may have against The Company of Biologists in the event that The Company of Biologists refuses or declines to publish any material (or part thereof) submitted by an Eligible Author.

**14) (NEW CLAUSE) SUPPLY OF ARTICLE METADATA UPON PUBLICATION**

- a) Within a reasonable time period of publication of each Open Access Article, The Company of Biologists shall:
  - i) use all reasonable efforts to register the article's DOI with CrossRef, and inform all Corresponding Authors;
  - ii) where available use all reasonable efforts to populate co-authors' institutional affiliation fields on CrossRef <http://www.crossref.org/>;
  - iii) where available, populate funding Metadata (including the funding body grant number in accordance with the Open Funder Registry taxonomy (<http://www.crossref.org/fundingdata>)) in FundRef: <http://ftp.crossref.org/fundref/index.html>, and provide the same information via its APIs;
  - iv) where available include all the author ORCIDs in xml copies of the Open Access Article and provide same information via its APIs;
  - v) expose all co-author ORCIDs via the following abstracting and indexing and discovery services: CrossRef and Pubmed Central;
  - vi) supply the Corresponding Author with a letter or email containing the following information:
    - (1) the day, month and year of acceptance;
    - (2) a clear statement on what the author(s) may do with the Version of Record, including:
      - A. details of licensing terms for example by means of a link to the applicable Creative Commons licence. This shall include the information on which licensing terms apply to which version of the article using ALPSP-NISO standard terms;
      - B. any disclaimers or other statements required by The Company of Biologists in compliance with its policies for release on the open web;
      - C. a statement asking Corresponding Authors to forward the letter or email to their librarian or repository manager, and all co-authors in the event that the applicable contact has not already been copied in; and
      - D. the article's DOI (even if it is not yet formally registered on CrossRef, but known internally).

**15) (NEW CLAUSE) NOTICES.**

- a) Any notice required or admitted to be given by either party to the other hereunder shall be in writing and shall be delivered by hand or email or by pre-paid first-class post or other next Working Day delivery services addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant



to this provision to the party giving notice, and any notice to be given by email to The Company of Biologists shall be sent to [subscriptions@biologists.com](mailto:subscriptions@biologists.com).

- b) Any notice or communication shall be deemed to have been received:
  - i) if delivered by hand, on signature of a delivery receipt; or
  - ii) if sent by pre-paid first-class post or other next Working Day delivery service, at 9.00 am on the second Working Day after posting or at the time recorded by the delivery service or.
  - iii) if sent by email, on delivery of the email (as evidenced by a delivery receipt) if delivered during working hours on a Working Day, and otherwise on the first Working Day following delivery.
- c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

IN WITNESS WHEREOF, The Company of Biologists and the Licensee have caused this Addendum to be executed by their duly authorised representatives as of the date set forth below.

For The Company of Biologists Limited

For [Licensee]

Name

Name

Title

Title

Signature

Date

Signature

Date

## AMEND APPENDIX B - COPYRIGHT POLICY AS PER BELOW

### Copyright and Permissions

AFTER FIRST PARAGRAPH, INSERT THE FOLLOWING THREE PARAGRAPHS:

Unless otherwise permitted by the Licence or this Copyright Policy, or the CC BY Version 4.0 terms in respect of Open Access Articles, all parties must obtain prior written permission from The Company of Biologists before reproducing (in any form), compiling, storing, distributing, transmitting, displaying, broadcasting or using automated data mining techniques (other than as permitted by the paragraph below), or downloading programs or devices in relation to the Licensed Materials (or any part thereof) other than relating to Licensed Content contained in Open Access Articles, and such permission may be sought by accessing the Copyright Clearance Centre.

The Licensee and the Authorized Users may use Licensed Materials for text and data mining, namely downloading, extracting and indexing information from the Licensed Materials, for text and data mining purposes and mounting, loading and integrating the results of text and data mining on Licensee's Secure Network used for the Licensee's text and data mining systems, as well as evaluating and interpreting the text and data mining output, for access and use by Authorised Users only. Text and data mining may be undertaken only on Licensed Materials within the Licensee's Secure Network only. Such text and data mining is permitted for internal, research purposes only and the outputs from such text and data mining may not be sold, licensed, assigned, transferred, or disposed of in any way, or otherwise disclosed to any third party.

Authorised Users may transmit to a third party conducting research in collaboration with such Authorised User a single article for scholarly, educational or scientific research but in no case for Commercial Use.

REPLACE DIGITAL PRESERVATION PARAGRAPH WITH THE FOLLOWING:

#### Digital preservation

As a Silverchair affiliated publisher, The Company of Biologists supports the LOCKSS program and the CLOCKSS program, a multi-institutional, multi-publisher initiative to create a permanent web publishing and access system ([www.lockss.org](http://www.lockss.org) and [www.clockss.org](http://www.clockss.org)).

## NEW APPENDIX C - The Company of Biologists' journal titles

The term "Licensed Titles" used in this Licence shall mean the following journals.

Development

Journal of Cell Science

Journal of Experimental Biology

Disease, Models and Mechanisms

Biology Open

SAMPLE

**NEW APPENDIX D Licence fees for Term**

Year 1 - 2023 £[.....] +VAT where applicable

Year 2 - 2024 £[.....] +VAT where applicable

Year 3 - 2025 £[.....] +VAT where applicable

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