

Participating Publisher Agreement

This Participating Publisher Agreement (“**Agreement**”) is made effective as of _____ (“**Effective Date**”), by and between Get Full Text Research, LLC, 1155 16th Street, NW, Washington, D.C. 20036, contact email: _____ (“**GetFTR**”) and _____ [ADDRESS], contact email: _____ (“**Participating Publisher**”). Each of GetFTR and Participating Publisher may be referred to in this Agreement as a “**Party**”, and together, as the “**Parties**”.

GetFTR enables and streamlines user access to final, full-text published content (the “**Version of Record**”) of scholarly works on Participating Publisher’s platform so users can easily tell which content is accessible to them via GetFTR’s indicator links (the “**Services**”). GetFTR provides the Services by working with publishers participating in the service as sources of entitlement data and enhanced links and by working with integration partners such as discovery tools, collaboration networks and library systems (collectively “**Integrators**”). Participating Publisher may also choose to integrate GetFTR on its platforms, for example in reference lists, which integration is subject to separate Integrator Terms.

1. Participating Publisher must adhere to the following principles and processes:
 - 1.1 Participating Publisher must link institutionally entitled users (meaning, users who are entitled to access content because Participating Publisher makes the content freely available, because the content is published as open-access, or because the user’s institution subscribes to the content (“**Entitled User**”)) directly from Integrators to the VOR on Participating Publisher’s platform or on third-party sites as authorized by Participating Publisher to render its full text published content.
 - 1.2 Participating Publisher may choose to provide alternative versions of the content to users who are not entitled to access the VOR (“**Alternative Versions**”). Alternative Versions must be more extensive than the abstract, enabling the non-Entitled User to better understand the nature of the published content. The decision on whether or not to provide Alternative Versions of its content and whether such Alternative Version needs to be rendered at Participating Publisher platform is solely at Participating Publisher’s discretion.
 - 1.3 Participating Publisher may decide how much of its published content it wishes to integrate with the Services. Participating Publisher is encouraged to include entitlement data from third-party publishers and/or imprints hosted on their platform(s), for example under society publishing agreements, by means of announcing the relevant Crossref IDs to GetFTR.
 - 1.4 In the event Participating Publisher content is delivered via a third party, GetFTR will recognize Participating Publisher as, and the Participating Publisher will be responsible for, controlling all decisions between Participating Publisher and the third party regarding ~~how its~~ which content is integrated with the Services.
 - 1.5 Participating Publisher may opt to block selected Integrators from utilizing the Services for its content.
 - 1.6 Participating Publisher must treat end-user IP address information received from the Services as personal information and must comply with GDPR and all other applicable

laws with regard to processing and storage of this data. The Services shall also comply with GDPR.

- 1.7 Participating Publisher must not use end-user IP address information received from the Services, either alone, or in combination with any other data or information source, for the purposes of tracking, analyzing, profiling or contacting individual users or for any other purpose outside the scope of this Agreement.
2. Participating Publisher must implement the following formatting and design requirements:
 - 2.1 Participating Publisher must implement a clean and streamlined user experience that does not require additional clicks or display interstitial screens when Entitled Users follow GetFTR links from Integrators to the VOR. The format of the VOR can be flexible (PDF, HTML, ePub, etc.).
 - 2.2 Participating Publisher may experiment with different types of Alternative Versions subject to the following conditions:
 - 2.2.1 Versions of the VOR with limited functionality, such as read-only versions, non-printable versions, and non-downloadable versions are acceptable
 - 2.2.2 Alternative versions of the full-text content are acceptable, such as preprints and author-accepted manuscripts.
 - 2.2.3 Limits to the number of Alternative Versions a user may access within a given period are acceptable
 - 2.2.4 Alternative versions that do not contain the full text of content must be substantially enhanced over the existing abstract.
3. Participating Publisher must implement the GetFTR technical specifications as documented at <https://www.getfulltextresearch.com/for-publishers/publishers-entitlement-api/> (as may reasonably change upon 90 days' email notice from GetFTR LLC) and adhere to all requirements specified therein. Participating Publisher will implement changes without undue delay.
4. Participating Publisher must adhere to performance requirements as indicated at <https://www.getfulltextresearch.com/performance-guidelines-publishers/> (as may reasonably change upon 90 days' email notice from GetFTR LLC) to ensure the Services participants experience a high quality of service. Participating Publisher will implement changes without undue delay.
 - 4.1 Intermittent failure to meet the required performance levels may result in Participating Publisher responses not being passed through the Services, resulting in links to Participating Publisher's content not surfaced on Integrators platforms.
 - 4.2 In case of persistent failure by Participating Publisher to meet the required performance levels, GetFTR and the Participating Publisher will collaborate in good faith to address the underlying issues. Failure to resolve issues may result in the Participating Publisher's content being suspended from the Services.
5. Participating Publisher must respect international copyright laws and abide by the requirements published by the Committee on Publication Ethics (<https://publicationethics.org/>). If Participating

Publisher fails to respect international copyright laws or abide by the requirements published by the Committee on Publication Ethics, GetFTR may not grant the Publisher access to the Services.

6. Participating Publisher agrees to provide financial support to GetFTR per the fee schedule set forth at <https://www.getfulltextresearch.com/pricing/>, as may be adjusted by GetFTR from time to time, though any price increases will only be made annually. GetFTR shall announce any adjustments to the fee schedule on its website and via email to Participating Publisher at least one month ahead of time. Participating Publisher's fee as of the Effective Date is _____.
7. Participating Publisher agrees to implement and perform as required in this Agreement. Any failure to do so as set out herein (or in any amendments) may result in termination by GetFTR of this Agreement, with written notice of such determination and following 30 days opportunity for Participating Publisher to correct its performance and otherwise adhere to its obligations.
8. This Agreement shall remain in effect until terminated by either Party on three months' written notice. If GetFTR terminates the agreement, any prepaid fees will be refunded to Participating Publisher on a pro rata basis within thirty days of the effective date of termination. In addition, Participating Publisher shall be entitled to terminate this Agreement on prior written notice if it does not agree to a proposed increase in the fee payable by it under Clause 6, provided there will be no refund of any prepaid fees. Post termination, the data provided by Participating Publisher to GetFTR in the central cache will be retained for a limited time (depending on access type) until it expires. If desired, Participating Publisher will be able to clear their data from the central cache using standard GetFTR functionality before the effective date of termination.
9. GetFTR may collect data about the usage and technical performance of the Services ("**Usage Data**") in order to manage and develop the Services, at all times in accordance with applicable laws. GetFTR will provide Usage Data on an aggregated and anonymized basis to Participating Publisher and all other ~~all~~-participating publishers. GetFTR will also provide Usage Data to Participating Publisher as specific to its content. Under no circumstances will GetFTR disclose to any third party Usage Data specific to Participating Publisher.
10. GetFTR offers an optional service ("Central Entitlements Service") that exposes a high-performance, low-latency entitlements API to Integrators. If Participating Publisher wishes to make use of this Central Entitlements Service, it will be required to make available its customer holdings data to GetFTR, either on-demand or through periodic updates, on a weekly basis or more frequently, as described in GetFTR's technical specification at <https://www.getfulltextresearch.com/for-publishers/publishers-entitlement-api/>. GetFTR shall use such data only for the purpose of enabling the Central Entitlements Service for the benefit of Participating Publisher, shall not share such data with third parties, and shall take adequate provisions to secure such data, as laid out in Appendix A. GetFTR shall destroy such data when no longer required to enable the Central Entitlements Service or within two weeks of written request by Participating Publisher.
11. **THE PARTIES AGREE THAT GETFTR LLC WILL NOT BE LIABLE TO PARTICIPATING PUBLISHER FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL DAMAGES OR LOST PROFITS**

ARISING FROM OR RELATING TO THESE TERMS OR THE SERVICES, EVEN IF IT HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. GETFTR LLC WILL NOT BE LIABLE FOR ANY LOSS, CORRUPTION OR DELAY OF COMMUNICATIONS WITH OR IN CONNECTION TO THE SERVICES.

12. The terms of this Agreement, including any amendments, constitute and contain the entire agreement among the parties hereto with respect to the subject matter hereof, and supersede any prior or contemporaneous oral or written agreements. If any provision of this Agreement (or any portion thereof) is determined to be invalid or unenforceable, the remaining provisions of this Agreement will not be affected thereby and will continue to be binding upon the parties and will be enforceable, as though said invalid or unenforceable provision (or portion thereof) were not contained in this Agreement and such invalid or unenforceable provision (or portion thereof) will be replaced with a provision that is valid and enforceable and most closely reflects the intent. This Agreement may not be assigned, subcontracted or sublicensed by Participating Publisher, unless agreed in writing by GetFTR LLC on written notice, and any attempted assignment in violation of the foregoing will be void.
13. The parties hereto shall perform this Agreement in compliance with all laws, rules and regulations of any jurisdiction which is or may be applicable to its operations and activities, including anti-corruption, antitrust/competition law, copyright and other intellectual property rights laws, privacy and data protection laws, rules and regulations.
14. Any notices given will be in writing and may be delivered or sent by first class prepaid letter to the address of the relevant party specified in this Agreement or, if expressly provided in this agreement, either to the email specified in this Agreement with read receipt or by checking GetFTR's referenced website.
15. The terms of this Agreement will be interpreted, governed and enforced under the laws of the State of New York, U.S.A., without regard to its conflict of law rules. The parties agree that all claims, disputes and actions of any kind arising out of or relating to this Agreement that cannot be resolved through informal negotiation will be governed by the courts of New York City, New York, USA.

Last updated 17 Mar 2023

[Signature Page Follows]

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have executed and delivered this Agreement with the intent to be bound as of the Effective Date.

GetFTR, LLC

Participating Publisher

Signature

Signature

Name

Name

Title

Title

APPENDIX A

Security Measures

IP addresses sent to GetFTR from Participating Integrators are securely:

- stored in logs for debugging purposes
- cached to improve performance of the API
- sent via HTTPS channels and stored for diagnostics or when they are necessary for the API to function.