Get Full Text Research
Participating Integrator Agreement

This Participating Integrator Agreement ("**Agreement**") is made effective as of the date accepted by Participating Integrator in the GetFTR portal ("**Effective Date**"), by and between Get Full Text Research, LLC, 1155 16th Street, NW, Washington, D.C. 20036, contact email: support@getfulltextresearch.com ("**GetFTR**") and [XYZ] (the "**Participating Integrator**"). Each of GetFTR and Participating Integrator may be referred to in this Agreement as a "**Party**", and together, as the "**Parties**".

GetFTR streamlines user access to final, full-text published content (known as the Version of Record and referred to herein as the "**VOR**") on the publisher platform or on third-party sites as authorized by the publisher to render its VOR. GetFTR does this by providing entitlement information so that users can easily tell which content is accessible to them; and by making available enhanced links that provide users with an optimized pathway to the VOR ("**GetFTR Smart Link**").

For those users who are not entitled to published content based upon their institutional affiliation, participating publishers have the option of providing them with an alternative version which must be more extensive than the abstract, enabling the non-Entitled User (as defined below) to better understand the nature of the published work. Examples of acceptable alternative versions are read-only versions of the full article or author-accepted manuscripts.

In addition, GetFTR in its discretion may reference, where relevant and available, additional publicly available information about the VOR such as, by way of example, retraction status, post-publication corrections, license information, and/or metadata to support usage aggregation, which information will not be verified by GetFTR. GetFTR supplies license information based on information provided by participating publishers and Crossref. These capabilities are collectively referred to as **"the Services".**

GetFTR provides the Services by working with publishers participating with GetFTR as sources of entitlement data and GetFTR Smart Links and by working with integration partners such as Participating Integrator and other partners providing discovery tools, collaboration networks, library systems, publisher platforms, and scholarly infrastructure providers such as Crossref.

The Services are open to all interested integrators under the terms and conditions of this Agreement.

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 all participating publishers. GetFTR will also provide Usage Data to participating publishers as is specific to their content. Under no circumstances will GetFTR disclose Usage Data specific to any participating publisher or participating integrator to any third party.

To the extent that GetFTR is processing any personal data on behalf of the Participating Integrator, Appendix A will apply. GetFTR will implement the security measures described in Appendix B to protect any such personal data.

1. The Participating Integrator must adhere to the following principles and processes:
    1.1 Participating Integrator, where and to the extent they use the Services by providing a pathway for users to access the entitled content, must provide users who have been identified by the Services as Entitled Users with a means of accessing the VOR. "**Entitled Users**" shall be defined as users who are entitled to access content as follows: the

publisher makes the content freely available, or the content is published under an open-access license, or the user's institution subscribes to the content.

    1.1.1   Acceptable mechanisms for <u>Entitled</u> Users are:

        1.1.1.1 A direct GetFTR link to the VOR using the GetFTR Smart Links provided by the Services prominently displayed;

        1.1.1.2 A direct library selected link to the alternative version;

        1.1.1.3 A link to the VOR via a third-party institutional proxy service to the participating publisher's platform or third-party platform as authorized by the participating publisher;

        1.1.1.4 A locally stored copy of the VOR or the alternative version and/or by using the GetFTR entitlement responses only, subject to a separate contract with such participating publisher.

    1.1.2   Acceptable mechanisms for <u>non-Entitled</u> Users are:

        1.1.2.1 A direct DOI link (i.e., https://doi.org/<doi>) to the participating publisher's platform;

        1.1.2.2 A direct GetFTR link to the alternative version using the GetFTR Smart Links by the Services–prominently displayed;

        1.1.2.3 A direct library selected link to a copyright compliant alternative version;

        1.1.2.4 A direct link to the library's own institutional repository;

        1.1.2.5 A direct link to a copyright compliant alternative version on a third party platform;

        1.1.2.6 A locally stored copy of the VOR or the alternative version and/or by using the GetFTR entitlement responses only, subject to a separate contract with such participating publisher.

    1.1.3   Publishers that use (part of the) GetFTR Services for their own content (e.g. to enrich reference lists or recommendations on their platform) may use any mechanism that provides Entitled and non-Entitled users with a means of accessing the VOR.

1.1. Participating Integrator must respect and comply with all applicable international copyright laws including Article 17 of the EU DSM Directive as implemented.

1.2. Participating Integrator may only use information about institutional or individual content entitlements obtained through the Services for the purposes of facilitating access to the content on participating publishers' sites or on third-party sites as authorized by the publisher to render its VOR unless they have other contractual arrangements with the publisher or unless explicitly authorized by GetFTR in writing (by email is sufficient, from the Program Director or another executive of GetFTR).

1.3. Participating Integrator must not aggregate or persistently store information based on responses from the Services for any purpose including but not limited to creating or adapting services or sales propositions that could undermine the value propositions of GetFTR or its participating publishers to library or individual users or customers. Notwithstanding the above, Participating Integrator may temporarily store for a maximum period of one-week disaggregated entitlement responses from the Services for the sole purposes of improving the performance and reliability of their systems and of enhancing discovery of participating publishers' content.

1.4. Participating Integrator must take reasonable steps to ensure that their customers and end users do not aggregate or store information based on responses from the Services by any means including but not limited to, robots, spiders, crawlers or other automated downloading programs, algorithms or devices, or any similar or equivalent manual process.

1.5. Participating Integrator must disclose to their users by means of a privacy policy or equivalent the user data they share with GetFTR and participating publishers, if any.

2. Participating Integrator must implement the GetFTR technical specifications as documented at https://docs.getfulltextresearch.com/ (as may reasonably change upon ninety days' notice from GetFTR). The Participating Integrator shall adhere to all requirements specified therein. Use of the GetFTR API will be secured using a security key. Integrators must keep their security key private and not disclose it to third parties other than subcontractors.

3. Participating Integrator must adhere to GetFTR usability guidelines which can be found at https://docs.getfulltextresearch.com/. As they may be changed from time to time, each Integrator must check compliance with these guidelines on a regular basis.

4. The GetFTR Services are free to use for Participating Integrator until a maximum of 6,000,000,000 (six billion) API requests per annum. API usage above that threshold will be charged at $2.00 (two dollar) per 1,000,000 (one million) requests.

5. Participating Integrator who offer GetFTR Smart Links must present the GetFTR access indicator to their end-users, as further detailed in the GetFTR usability guidelines. For the avoidance of doubt:
   5.1. Access indicators are encouraged but not mandatory for the implementation alternatives described in sections 1.1.1.4 and 1.1.2.6, above, where GetFTR Smart Links are not used.
   5.2. Access indicators are encouraged but not mandatory for publishers using GetFTR Services for their own content as described in section 1.1.3, above, where GetFTR Smart Links are not used. For example, access indicators are encouraged but not mandatory for publishers using GetFTR Services for their own content to display retraction status, or other information about the VOR, but not offer GetFTR Smart Links.

6. Participating Integrator agree to implement and perform as noted in this Agreement. Material failure to achieve implementation and performance requirements as set out herein (or in any amendments) may result in termination by GetFTR of this Agreement and invalidation of Participating Integrator's API security key, with due notice of such determination and following 30 days opportunity for the non-compliant Participating Integrator to correct its performance and otherwise adhere to its obligations.

7. This Agreement shall remain in effect until terminated by either party. The Participating Integrator may terminate this Agreement upon ninety (90) days written notice. Should any applicable mandatory law provide for a short termination possibility this remains unaffected.

8. GetFTR reserves the right to modify the Agreement at any time, after providing notice to the Participating Integrator. The new agreement, with clear notice of the modification made, shall be prominently posted on the GetFTR website and communicated to the Participating Integrator by email with an effective date of no fewer than 90 days. If the Participating Integrator continues to use the Services, the new agreement shall be deemed accepted. If the Participating Integrator does not consent and opts out of the modified agreement, either Party shall have the right to terminate the agreement with immediate effect by giving notice to the respective other Party prior to the effectiveness date. The objection can be sent by email.

9. Disclaimers.

9.1. THE SERVICES, DATA, AND INFORMATION ARE PROVIDED BY GETFTR ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; THE USE OF THE SERVICES AND ANY INFORMATION CONTAINED THEREIN INCLUDING BUT NOT LIMITED TO RETRACTION STATUS, POST-PUBLICATION CORRECTIONS, LICENSE INFORMATION, AND/OR METADATA, IS AT THE PARTICIPATING INTEGRATOR'S AND OTHER USERS' OWN RISK; ACCESS TO THE SERVICES MAY BE INTERRUPTED AND MAY NOT BE ERROR FREE.

9.2. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY ARISING UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING FROM OR RELATING TO THESE TERMS OR THE GETFTR SERVICES, EVEN IF IT HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. GETFR LLC SHALL NOT BE LIABLE FOR ANY LOSS, CORRUPTION OR DELAY OF COMMUNICATIONS WITH OR IN CONNECTION TO THE GETFTR SERVICES, OR WITH RESPECT TO ANY OF THE INFORMATION (SUCH AS RETRACTION, CORRECTIONS, OR LICENSE INFORMATION, OR METADATA) PROVIDED BY GETFTR. THE EXCLUSIONS AND LIMITATIONS OF LIABILITY IN THIS SECTION 8.2 DO NOT APPLY TO ANY LIABILITIES OR OBLIGATIONS RELATED TO CONFIDENTIAL MATERIALS AND INTELLECTUAL PROPERTY INFRINGEMENT.

10. 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 the Participating Integrator, unless agreed in writing by GetFTR on due notice, and any attempted assignment in violation of the foregoing shall be void.

11. 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.

12. The terms of this Agreement shall 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 shall be governed by the courts of New York City, New York, U.S.A.

Last updated 3-Dec-2025

Data Processing Addendum

1. Definitions

    1.1. The terms "data subject", "personal data", "personal data breach", "processing", and "processor" will have the meanings ascribed to them in the Data Protection Laws, and where the Data Protection Laws use equivalent or corresponding terms, such as 'personal information' instead of 'personal data', they shall be read herein as the same.

    1.2. "Data Protection Laws" means all privacy and data protection laws and regulations, including the GDPR and those of the European Union ("Union"), the United Kingdom ("UK") and the United States, applicable to the processing of personal data under the Agreement.

    1.3. "DPA" means this Data Processing Addendum.

    1.4. "GDPR" means Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

2. Scope

This DPA applies to the processing of personal data within the scope of the Data Protection Laws by GetFTR on behalf of the Participating Integrator under the Agreement.

3. Processing

    3.1. GetFTR will implement appropriate technical and organizational measures in such a manner that processing will meet the requirements of the GDPR and ensure the protection of the rights of the data subject and the standard of protection will be at least comparable to the protection required under the relevant Data Protection Laws.

    3.2. GetFTR shall not engage another processor without prior specific or general written authorization of the Participating Integrator. In the case of general written authorization, GetFTR shall inform the Participating Integrator of any intended changes concerning the addition or replacement of other processors, thereby giving the Participating Integrator the opportunity to object to such changes.

    3.3. Processing by GetFTR shall be governed by this DPA. In particular, GetFTR shall:

        (a) process the personal data only on documented instructions from the Participating Integrator, including with regard to transfers of personal data to a third country or an international organization, unless required to do so by UK, Union or Member State law to which GetFTR is subject; in such a case, GetFTR shall inform the Participating Integrator of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;

        (b) ensure that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

        (c) take all measures required pursuant to Article 32 of the GDPR;

        (d) respect the conditions referred to in paragraphs 3.2 and 3.4 for engaging another processor;

        (e) taking into account the nature of the processing, assist the Participating Integrator by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Participating Integrator' obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;

(f) assist the Participating Integrator in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of processing and the information available to GetFTR;

(g) at the choice of the Participating Integrator, delete or return all the personal data to the Participating Integrator after the end of the provision of services relating to processing and delete existing copies unless UK, Union or Member State law requires storage of the personal data;

(h) make available to the Participating Integrator all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by the Participating Integrator or another auditor mandated by the Participating Integrator.

GetFTR shall immediately inform the Participating Integrator if, in its opinion, an instruction from the Participating Integrator to GetFTR infringes the GDPR or other UK, Union or Member State data protection provisions.

3.4. Where GetFTR engages another processor for carrying out specific processing activities on behalf of the Participating Integrator, the same data protection obligations as set out in this DPA shall be imposed on that other processor by way of a contract or other legal act under UK, Union or Member State law, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the GDPR. Where that other processor fails to fulfil those data protection obligations, GetFTR shall (subject to the terms of the Agreement) remain fully liable to the Participating Integrator for the performance of that other processor's obligations.

3.5. The subject-matter of processing is the personal data provided by the Participating Integrator to GetFTR under the Agreement. The duration of the processing is the duration of GetFTR provision of the services to the Participating Integrator under the Agreement. The nature and purpose of the processing is in connection with GetFTR's provision of the services to the Participating Integrator under the Agreement. GetFTR is prohibited from retaining, using or disclosing the personal data for any purpose other than for the specific purpose of performing the services under the Agreement, or as otherwise permitted by applicable law, including retaining, using or disclosing the personal data for a commercial purpose other than providing such services. The types of personal data processed are personally identifiable IP addresses and categories of data subjects are the Participating Integrator' users.

3.6. The Agreement including this DPA are the Participating Integrator' complete and final documented instructions to GetFTR for the processing of personal data. Additional or alternate instructions must be agreed upon separately by the parties in writing. GetFTR will ensure that its personnel engaged in the processing of personal data will process personal data only on documented instructions from the Participating Integrator, unless required to do so by UK, Union, Member State or other applicable law.

3.7. On expiration or termination of the Agreement and conclusion of the services provided by GetFTR to the Participating Integrator, GetFTR shall delete or return personal data in accordance with the terms and timelines set forth in the Agreement, unless UK, Union, Member State or other applicable law requires storage of the personal data.

4. Subprocessors

GetFTR has the Participating Integrator' general authorization to engage other processors for the processing of personal data in accordance with this DPA. At least fourteen (14) days before authorizing any new such processor to process personal data, GetFTR shall notify the Participating Integrator. The Participating Integrator may object to the change without penalty by describing the reasons for the

objection. GetFTR shall use reasonable endeavors to avoid processing of personal data by such new processor to which the Participating Integrator reasonably objects.

5.   Data Subject Rights

GetFTR shall, to the extent legally permitted, promptly notify the Participating Integrator of any data subject requests GetFTR receives and reasonably cooperate with the Participating Integrator to fulfil its obligations under the Data Protection Laws in relation to such requests.

6.   Transfer

6.1. GetFTR shall ensure that, to the extent that any personal data originating from the European Economic Area ("EEA"), UK or Switzerland is transferred by GetFTR to another processor in a country or territory outside the EEA or Switzerland that has not received a binding adequacy decision by the European Commission or competent national data protection authority, such transfer shall be subject to appropriate safeguards in accordance with the Data Protection Laws (including Article 46 of the GDPR).

6.2. To the extent that GetFTR receives, either directly or via onward transfer, personal data from a Participating Publisher in the EEA, UK or Switzerland, unless the parties may rely on an alternative transfer mechanism or basis under the Data Protection Laws, the parties will be deemed to have entered into the [standard contractual clauses](#) approved by the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021 available at http://data.europa.eu/eli/dec_impl/2021/914/oj ("Clauses") in respect of such transfer, whereby the Participating Publisher is the "data exporter," GetFTR is the "data importer," Module Two applies, Modules One, Three and Four, the footnotes, Clause 9(a) Option 1, Clause 11(a) Option and Clause 17 Option 1 are omitted, the time period in Clause 9(a) Option 2 is 14 days, the "competent supervisory authority" is the supervisory authority in the country of the data exporter, and the content of the applicable annexes corresponds to the respective content of this DPA and the Agreement. The Clauses are governed by the laws of the country where the data exporter is established. Any dispute arising from the Clauses shall be resolved by the courts of the country where the data exporter is established. If there is any conflict between the terms of the Agreement and the Clauses, the Clauses will prevail.

6.3. To the extent that GetFTR receives, either directly or via onward transfer, personal data from a Participating Publisher in the UK, the Clauses implemented under section 6.2 above will apply, subject to the following modifications: (a) the Clauses are amended as specified by Part 2 of the international data transfer addendum to the European Commission's standard contractual clauses issued under Section 119A of the UK Data Protection Act 2018, as may be amended or superseded from time to time ("UK Addendum"); (b) tables 1 to 3 in Part 1 of the UK Addendum are completed with the respective content of this DPA and the Agreement; and (c) table 4 in Part 1 of the UK Addendum is completed by selecting "neither party".

6.4. To the extent that GetFTR receives, either directly or via onward transfer, personal data from a Participating Publisher in Switzerland, the Clauses implemented under section 6.2 above will apply, subject to the following modifications: (a) references to "Regulation (EU) 2016/679" shall be interpreted as references to the Swiss Federal Act on Data Protection ("FADP"); (b) references to specific Articles of "Regulation (EU) 2016/679" shall be replaced with the equivalent article or section of the FADP; (c) references to "EU", "Union", "a Member State" and "Member State law" shall be replaced with references to "Switzerland" or "Swiss law", as applicable; (d) the term "member state" shall not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of accessing their rights; (e) Clause 13(a) and Part C of Annex I are not used and the "competent supervisory

authority" is the Swiss Federal Data Protection Information Commissioner; (f) the Clauses are governed by the law of Switzerland; and (g) any dispute arising from the Clauses will be resolved by the courts of Switzerland.

7. Security

7.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the parties shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate:
(a) the pseudonymization and encryption of personal data;
(b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
(c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
(d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.

7.2. In assessing the appropriate level of security, account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored or otherwise processed.

7.3. The parties shall take steps to ensure that any natural person acting under the authority of either party who has access to personal data does not process them except on instructions from the Participating Integrator, unless he or she is required to do so by UK, Union or Member State law.

8. Personal Data Breach

GetFTR shall notify the Participating Integrator without undue delay after becoming aware of a personal data breach and shall reasonably respond to the Participating Integrator' requests for further information to assist the Participating Integrator in fulfilling their obligations under the Data Protection Laws (including Articles 33 and 34 of the GDPR as applicable).

9. Records of Processing Activities

To the extent applicable to the processing of personal data on behalf of the Participating Integrator, GetFTR shall maintain all records required by Article 30(2) of the GDPR and make them available to the Participating Integrator as required.

10. Audit

Audits shall be (i) subject to the execution of appropriate confidentiality undertakings; (ii) conducted no more than once per year, unless a demonstrated reasonable belief of non-compliance with the Agreement has been made, upon thirty (30) days written notice and having provided a plan for such review; and (iii) conducted at a mutually agreed upon time and in an agreed upon manner.

11. Conflict

If there is any conflict or inconsistency between the terms of this DPA and the rest of the Agreement, the terms of this DPA shall control to the extent required by law. Otherwise, the Agreement shall control in the case of such conflict or inconsistency.

APPENDIX B
Security Measures

IP addresses sent to GetFTR from Participating Integrator 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.