



**Exhibit 2 to the Consortium Agreement: Accession Agreement**

**ACCESSION AGREEMENT**

This Accession Agreement (the "Accession Agreement") is entered into by and between ORCID, Inc., a Delaware nonstock corporation located at 10411 Motor City Drive, Suite 750, Bethesda, MD 20817 ("ORCID") and [NAME OF CONSORTIUM MEMBER], a New Zealand [TYPE] entity located at [ADDRESS] ("Consortium Member") as of [DATE CONSORTIUM MEMBER SIGNS].

- Whereas, ORCID and the Royal Society of New Zealand ("Consortium Leader") entered into a Consortium Agreement (the "Consortium Agreement") and an ORCID License Agreement dated 13 September 2016 (the "License Agreement" as more fully defined in Appendix A to License Agreement );
- Whereas, Consortium Leader has indicated that certain institutions are eligible to be Consortium Members under the License Agreement;
- Whereas, Consortium Member desires to become a Consortium Member under the License Agreement and accordingly seeks to formally agree to and be bound by the terms and conditions of the License Agreement pursuant to this Accession Agreement;
- Now, therefore, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt of sufficiency of which is acknowledged, ORCID and Consortium Member agree as follows:

1. The capitalized terms used herein have the meanings ascribed to them under the Consortium Agreement or the License Agreement unless otherwise specified.

2. Consortium Member agrees to abide by all of the terms, conditions, licenses, obligations, representations, and warranties set forth in the License Agreement as applicable to a Consortium Member.

3. Consortium Member represents and warrants that it has the authority to enter into this Accession Agreement, and bind itself to the terms, conditions, licenses, obligations, representations, and warranties contained herein and under the License Agreement. Consortium Member further represents and warrants that it has caused this Accession Agreement to be executed by a duly authorized representative.

4. Consortium Member represents and warrants that it is either (check appropriate box):
- organized and operated for charitable, scientific, literary or educational purposes, and that no part of its net earnings inures to the benefit of any private shareholder or individual, or
  - a governmental entity.

5. This Accession Agreement, together with the License Agreement and Exhibit 1 of the Consortium Agreement (with respect to Consortium Member's information) shall constitute the entire set of understandings between the parties with respect to the subject matter herein and shall supersede all oral or written understandings with respect to such subject matter. Any amendment to this Accession Agreement must be in a writing signed by both parties. (The License Agreement may be amended subject to its terms.)

6. Except as set forth in Paragraph 5 above, Article 9 (Miscellaneous) of the License Agreement is incorporated herein by reference and shall apply equally to the construction, interpretation and enforcement of this of this Accession Agreement.

7. Where notice to Consortium Member is required hereunder or under the License Agreement, it shall be sufficient for ORCID to provide notice to Consortium Leader. In no event shall ORCID be deemed to have failed to meet a notice requirement because of Consortium Leader's failure to provide timely notice to a Consortium Member. Notice shall be deemed to be given by ORCID to Consortium Member the day after ORCID provides notice to Consortium Leader. Although not required to do so, ORCID may elect to provide notice directly to Consortium Member as follows:



# ORCID Consortium Member License Agreement

To: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Consortium Member may update its address for notice pursuant to the notice provisions under the License Agreement.

8. ORCID is a community-based initiative and as such, is eager to promote the participation of its Members. To that end, if the "Agree" box is checked, ORCID may use during the Initial Term and any Renewal Term Consortium Member's names and logos for the limited purposes of indicating that ORCID and Consortium Member have entered into this Accession Agreement, to identify Consortium Member as an as Member of ORCID, and to publicize any links Consortium Member creates from its website to the ORCID website.

\_\_\_\_\_ Agree  
\_\_\_\_\_ Disagree

9. This Accession Agreement shall terminate automatically if the Consortium Agreement or the License Agreement is terminated. If the Consortium Agreement between Consortium Leader and ORCID is terminated and Consortium Member is not in breach of this Accession Agreement or the License Agreement, Consortium Member shall be given the opportunity to timely enter into a direct agreement with ORCID to allow for uninterrupted access to the Member Benefits. Under such an agreement, Consortium Member would be liable for standard (non-discounted) ORCID fees.

10. This Accession Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one agreement. **EACH PARTY MAY USE A PAPER (WET) OR ELECTRONIC SIGNATURE, EACH OF WHICH SHALL BE DEEMED TO BE AUTHENTIC AND EQUALLY ENFORCEABLE.**

IN WITNESS WHEREOF, the parties have caused this Accession Agreement to be executed by a duly authorized representative.

[NAME OF CONSORTIUM MEMBER]

ORCID, Inc.

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: Laurel Haak  
Title: Executive Director  
Email address: l.haak@orcid.org  
Date: \_\_\_\_\_

**ORCID License Agreement**

ORCID, the Royal Society of New Zealand, (“Consortium Leader”), and each entity (“Consortium Member”) set forth in Exhibit 1 to the ORCID Consortium Agreement signed by Consortium Leader (“Consortium Agreement”) shall be a party to, and be bound by the terms and conditions of this License Agreement, which incorporates by reference its Appendix A, Appendix B, the ORCID Privacy Policy, ORCID Dispute Procedures, and the Member Benefits. **Terms not defined herein are defined in Appendix A.**

**1. Grant of License from ORCID and Member Benefits.** In addition to access to the ORCID Registry, which is available to the public under the terms set forth in the terms and conditions of use on the ORCID website, each Consortium Member shall have the Member Benefits available to ORCID premium members which shall include at a minimum those benefits set forth in this Article 1. Member Benefits may be added and amended from time to time by ORCID beyond those set forth in this Article 1, and current Member Benefits shall appear on the ORCID website. All Member Benefits are subject to the terms and conditions of this License Agreement. The license set forth in Section 1.1 and the other Member Benefits shall remain in effect for the Initial Term (or relevant Renewal Term) set forth in the Consortium Agreement (or a renewal notice), unless earlier terminated under Article 8, or restricted under Section 4.2.

**1.1 Grant of License.** As of the Effective Date (or the date the Accession Agreement is signed, whichever is later), and subject to timely payment in full by Consortium Leader of the fees set forth in the Consortium Agreement, ORCID grants to each Consortium Member a non-transferable license to use the Member API Credential(s) to access the Member APIs, and read, deposit/edit and Use Record Data subject to the relevant Privacy Settings and terms and conditions set forth in this License Agreement. All rights not expressly granted herein are reserved by ORCID. Nothing herein shall require any Consortium Member to exercise any of the Member Benefits.

**1.2 Consortium Members that are Service Providers.** As used herein, “Service Provider” means an organization that provides services or products to other organizations based on the use of its Member API Credential, other Member Benefits, or the creation or authentication of ORCID Identifiers. Service Providers must require their customers to have their own API credentials, whether in the form of a free Public API Credential or a paid Member API Credential. ORCID reserves the right to determine if an application requires a separate API Credential; therefore, Service Providers are encouraged to discuss their plans with Consortium Leader (and ORCID if necessary) in advance of implementation.

**1.3 Deposit/Edit Data.** Each Consortium Member shall have the ability to deposit and edit Record Data in existing ORCID Records where the relevant Individual has granted the Consortium Member authority as a Trusted Organization, subject to the following:

- (i) Each Consortium Member shall only deposit/edit the type and scope of Record Data for which it has consent from an Individual through the ORCID mechanism for granting consent to Trusted Organizations.
- (ii) Each Consortium Member shall only deposit/edit Record Data that, to the best of its knowledge at the time of deposit/edit, is true and correct and is associated with the correct Individual and ORCID Identifier. If after the time of

deposit/edit, a Consortium Member becomes aware that any Record Data it deposited/edited is incorrect, the Consortium Member shall correct or inform the relevant Individual and ORCID. A Consortium Member is under no obligation to update Record Data other than to correct any Record Data that were not true and correct at the time of deposit/edit or inform ORCID and the relevant Individual that such Record Data is incorrect, and shall have no liability for ORCID’s continued Use of uncorrected Record Data after the Consortium Member has corrected it or informed the relevant Individual and ORCID.

(iii) If a Consortium Member deposits/edits any links to articles, blogs, data sets or other works which may be subject to intellectual property protection, it shall only do so in a manner that does not to its knowledge violate the copyright or any other intellectual property rights of a third party.

(iv) Subject to the terms and conditions of this License Agreement, each Consortium Member grants to ORCID a fully-paid, royalty-free, non-exclusive, worldwide, perpetual, irrevocable license for any and all rights necessary to allow ORCID and the public to Use such deposited/edited Record Data, subject to any Privacy Settings. **1.4 Data Searching, Downloads and Alerts.** Each Consortium Member shall have access to the Member APIs to query the ORCID Registry and download Record Data, including Limited Access Data, if granted the right by the relevant Individual or Trusted Individual. In addition, each Consortium Member shall have access to a periodic usage and a data file containing Public Data and Limited Access Data to which it has been granted access by the relevant Individual or Trusted Individual.

**1.5 Technical Support.** ORCID will provide Consortium Leader and the Consortium Members with the technical support set forth in Appendix B. Technical support must be coordinated through the Technical Contact set forth in the Consortium Agreement and in Exhibit 1. Consortium Leader will collect all technical support inquiries, determine the issue, and where able to, provide assistance. Only if Consortium Leader cannot resolve an issue shall ORCID provide technical support. ORCID will issue all API Credentials, but credential requests should come through Consortium Leader.

**1.6 Privacy Enforcement.** If a Consortium Member both mandates the use of ORCID Identifiers and facilitates their collection using the ORCID APIs, the Consortium Member shall have the right, but not the obligation, to enforce on behalf of any Individual who it has mandated to use an ORCID Identifier ORCID’s privacy commitments to the Individual as set forth in the ORCID Privacy Policy.

**1.7 Nominations for ORCID Board & Participation in Governance Matters.** Individuals representing each Consortium Member may exercise a Consortium Member’s voting rights and be nominated to serve on the ORCID Board of Directors, consistent with ORCID’s Bylaws which are available on the ORCID website; provided, however, that only one such person



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from the Consortium Members may be a Director at any given time. The person indicated by Consortium Leader as the Main Contact on Exhibit 1 for each Consortium Member shall be the person who represents the Consortium Member for purposes of notice, membership voting and otherwise exercising the Consortium Member's rights as a member under ORCID's Bylaws. (Consortium Member may change the name of the Main Contact through the Consortium Leader's support desk.)

**1.8 Limitations on Consortium Member's Use.** Each Consortium Member is prohibited from and agrees to the following restrictions:

- (i) Not to allow any other entity to use its Member API Credential(s) except to assist that Consortium Member on the Consortium Member's own behalf;
- (ii) Not to disclose to any other person or entity Limited Access Data unless (a) such data is publicly available from another source, or (b) the Consortium Member provides advance notice to the Individual how and to whom such data will be disclosed;
- (iii) Not to deposit/edit types of data other than those permitted by a specified field, and not to include any full works in such fields (in other words, only metadata and links to works may be deposited/edited and not texts of articles, blogs, or publications and datasets);
- (iv) Not to deposit, edit, or modify any ORCID Record in a manner that knowingly makes it false, untrue, misleading or libelous in whole or in part, or knowingly make use of any ORCID Record in any manner that does any of the foregoing or violates the rights of publicity or privacy of any individual;
- (v) Not to use any Record Data to contact any Individual for marketing purposes without giving the Individual the right to opt-out of such marketing communications;
- (vi) Not to use Record Data to send "junk mail," "spam," "chain letters," "pyramid schemes," or similar schemes;
- (vii) Not to use Record Data to harass, abuse or harm another person;
- (viii) Not to override, circumvent, or disable any encryption features or software protections employed to protect the security of the Member API Credential(s), the ORCID Registry or Record Data;
- (ix) Not to manipulate ORCID Identifiers to disguise the origin of any Record Data; knowingly upload or post any Record Data that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any software, hardware, or telecommunications equipment; or intentionally interfere with or disrupt ORCID servers or networks;
- (x) Not to use any or all of the Member API Credential(s) or its Member Benefits to create a service or product that allows organizations to obtain the benefits of those Member Benefits without being an ORCID Member; and
- (xi) Not to use any or all of the Member API Credential(s), the Member Benefits, the Member APIs, or the ORCID Registry in violation of this License Agreement, or in any manner that is otherwise illegal in the United States of America ("U.S.") and the jurisdiction in which the Consortium Member is located if other than the U.S.

**1.9 Limitations on ORCID's Use.** ORCID shall only use and make available via the ORCID Registry and the Public Data File Record Data as permitted by this License Agreement, and to the extent that any Record Data is edited or removed as permitted

by this License Agreement, the viewable ORCID Registry and future Public Data Files shall reflect such changes.

### 2. Intellectual Property Ownership.

**2.1 Ownership of ORCID Registry and Marks.** As between the parties, ORCID owns all rights, title, and interest, including without limitation, applicable database rights, in and to the ORCID Registry and the software developed by ORCID, the System Data, the Member APIs, the Member API Credential(s), and the ORCID Marks, as defined in Section 2.2 (collectively, the "ORCID Intellectual Property"); provided, however, ORCID Intellectual Property does not include any individual data elements in the ORCID Registry. ORCID makes its Registry software available under an open source license whenever legally possible. (See Open Source Project on the ORCID website.)

**2.2 Use of ORCID Trademarks.** Consortium Leader and each Consortium Member is encouraged to use ORCID's name, logo, and other trademarks (the "Marks") to announce its status as a consortium leader (in the case of Consortium Leader), their use of the ORCID Registry and their status as members of ORCID (in the case of Consortium Leader only if it is also a Consortium Member), provided that Consortium Leader and each Consortium Member correctly identifies the Marks as a trademark under U.S. and other laws if requested by ORCID. (See Trademark and ID Display Guidelines on the ORCID website.) Consortium Leader and each Consortium Member may not use the Marks in any way likely to cause confusion as to the origin of goods or services or to suggest endorsement by ORCID, except as specifically approved by ORCID in writing.

### 3. Delivery and General Support.

**3.1 Requirements and Modifications.** ORCID is responsible for hosting the ORCID Registry, the associated internal ORCID hardware (the "ORCID Hardware") and the network connections from the ORCID Hardware to the Internet. Each Consortium Member is solely responsible for establishing and maintaining its own hardware (the "Member Hardware") and the network connections from the Member Hardware to the Internet (the "Member Network") as it deems necessary to provide its access to, and use of, the ORCID Registry and the Member APIs.

**3.2 Unavailability of the ORCID Registry.** ORCID shall use commercially reasonable efforts to provide continuous availability of the ORCID Registry and the Member Benefits. However, Consortium Leader and each Consortium Member recognize that the ORCID Registry and the Member Benefits may not be available from time to time due to maintenance of the server(s), the installation or testing of software, and downtime relating to equipment or services outside the control of ORCID including, but not limited to, telecommunications services or Internet nodes or facilities; provided, however, that ORCID shall give Consortium Leader reasonable advance notice of any downtime within ORCID's reasonable control.

**3.3 Premium Membership.** In addition to the other commitments set forth in this License Agreement, ORCID shall provide a notification API and custom reports and data files. Premium benefits also include the ability for each Consortium Member to be issued up to five (5) Member API Credentials for use in different system integrations at the same organization.



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### 4. Privacy, Security and Usage Data.

**4.1 Data Protection.** ORCID shall use commercially reasonable efforts to protect the security and integrity of the ORCID Registry (including, without limitation, Member API Credentials, passwords, usernames, and IP addresses) and Record Data, as set forth in its Privacy Policy, including storing information in a data center with restricted access and monitoring, using secure socket and intrusion detection software, and hashing for passwords. ORCID shall promptly notify Consortium Leader upon learning of any material security breach related to a Consortium Member's API Credential(s) or upon ORCID's determination that there has been a material breach of the security of the ORCID Registry generally.

**4.2 Protection of the Member API Credentials, the ORCID Registry and ORCID Record Data.** Each Consortium Member agrees to use its Member API Credential(s) only as set forth in this License Agreement, and shall take reasonable efforts to protect its Member API Credential(s) from any security breaches or other use that is in violation of this License Agreement or applicable law. Consortium Leader shall be liable for its intentional misconduct or negligent use of the Member API Credentials except in the event that it establishes that a security violation is due to ORCID's fault. Each Consortium Member shall be liable for its intentional misconduct or negligent use of its Member API Credential(s), except in the event that it establishes that a security violation of its Member API Credential(s) is due to ORCID's fault. Consortium Leader and each Consortium Member shall notify ORCID promptly upon (i) learning of any violation or alleged violation of this License Agreement or security of a Member API Credential or the ORCID Registry or (ii) becoming aware that any Record Data the Consortium Member has deposited/edited violates or may violate the rights of privacy, publicity or other rights of an Individual. Furthermore, Consortium Leader and each Consortium Member shall cooperate fully with ORCID in investigating and curing violations or alleged violations, including, without limitation, assisting ORCID in providing Individuals with any required notices. Additionally ORCID may (without limiting any other remedies ORCID may have) impose temporary restrictions on use of Member API Credential(s) and access to the ORCID Registry until the violation is cured.

**4.3 Monitoring and Gathering Usage Data.** To protect the security of Member API Credentials and the ORCID Registry against unauthorized uses and to learn about the uses made of the ORCID Registry and the Member APIs, ORCID may monitor activity and use of ORCID APIs and API Credentials.

**5. Fees.** Consortium Leader shall make payments to ORCID, under the terms set forth in the Consortium Agreement. ORCID reserves the right to charge additional fees for any additional Member Benefits that become available and that Consortium Leader elects to license on behalf of the Consortium Members during the Initial Term or Renewal Term. Each Consortium Member shall be solely responsible for all costs associated with its Member Hardware (as defined in Section 3.1), its Member Network (as defined in Section 3.1) and establishing its access to and use of the Member API Credential(s), the ORCID Registry and Member Benefits. As between ORCID and Consortium Leader, Consortium Leader shall be solely responsible for sales, use, or other taxes or other costs and fees relating to each Consortium Member's use of the Member API Credential(s), the

ORCID Registry, and the Member Benefits other than taxes based upon or credited against ORCID's income.

### 6. Disputed Data; Withdrawal of Data from the ORCID Registry.

ORCID shall assist in resolving disputes between users (including, without limitation, between Individuals, Consortium Members, and other Members) of the ORCID Registry regarding ORCID Identifier ownership claims, data accuracy and integrity, and Individual identity, in accordance with policies and procedures set forth in the ORCID Dispute Procedures, which is incorporated herein by reference. Notwithstanding the foregoing, ORCID makes no representation about, and shall not be responsible for, the accuracy of data deposited in the ORCID Registry. ORCID reserves the right to remove from the ORCID Registry and its servers any Record Data or disable access to parts of the ORCID Registry as it deems necessary.

**7. General Representations and Warranties, Disclaimers, Limitation of Liability.** Each party represents and warrants that it has the authority to enter into this License Agreement, and to bind that party to the terms and conditions herein. Each of ORCID and Consortium Leader further represents and warrants that it has caused the Consortium Agreement to be executed by a duly authorized representative. Except as set forth herein, no party makes any representations or warranties regarding (a) the accuracy of Record Data; (b) misuse of Record Data by third parties; (c) freedom from defamation or infringement of rights of privacy through use of the Record Data; (d) lack of viruses, bugs or other impairments to computer systems and software; and (e) links to other websites and content found therein.

**7.1 Disclaimer.** OTHER THAN THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS LICENSE AGREEMENT, THE ORCID REGISTRY, RECORD DATA, THE PUBLIC DATA FILE, THE MEMBER API CREDENTIAL(S), THE MEMBER APIs, AND/OR THE MEMBER BENEFITS (individually and collectively, the "ORCID SYSTEM") ARE PROVIDED ON AN "AS IS" BASIS, AND ORCID AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, AND REPRESENTATIVES (individually and collectively, the "ORCID PARTIES") DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND (EXPRESS, IMPLIED, ORAL, OR WRITTEN) RELATING TO THE ORCID SYSTEM, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF QUALITY, PERFORMANCE, COMPATIBILITY, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE.

**7.2 Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE EACH PARTY (INCLUDING ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS AND REPRESENTATIVES) IN CONNECTION WITH THE CONSORTIUM AGREEMENT AND THIS LICENSE AGREEMENT SHALL NOT EXCEED TWO TIMES THE FEES DUE TO ORCID UNDER THE CONSORTIUM AGREEMENT DURING THE INITIAL TERM OR THEN-CURRENT RENEWAL TERM. IN NO EVENT SHALL THE PARTIES (INCLUDING THEIR TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS AND REPRESENTATIVES) BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. FOR THE AVOIDANCE OF DOUBT, ANY PAYMENTS FROM CONSORTIUM LEADER OR A CONSORTIUM MEMBER TO ORCID IN CONNECTION WITH A CLAIM BY A THIRD PARTY AGAINST





ORCID SHALL NOT BE DEEMED TO BE AN INDIRECT OR CONSEQUENTIAL DAMAGE FOR PURPOSES OF THE PRECEDING SENTENCE.

**7.3 Consortium Liability.** Consortium Leader shall be liable for its own acts, omissions and breaches under the Consortium Agreement and under this License Agreement. Each Consortium Member shall be liable for its own acts, omissions and breaches under the Accession Agreement and this License Agreement.

## **8. Term and Termination.**

**8.1 Term/Renewal Term.** This License Agreement shall continue in effect for the period set forth in the Consortium Agreement. Prior to the end of the any term, ORCID shall provide a renewal notice/invoice to Consortium Leader setting forth the expiration date for the then-current term, the dates of the Renewal Term, the relevant fees for the Renewal Term, and the due date for such fees (which shall be net 45 days from the commencement of the Renewal Term). Consortium Leader shall have 30 days from the date of such renewal notice/invoice to provide a counter-notice to ORCID if it intends not to renew the Consortium Agreement and this License Agreement. Each Renewal Term shall be one (1) year and shall commence the first day following the end of the Initial Term or a Renewal Term (unless otherwise set forth in a renewal notice from ORCID). A renewal shall not require signature of the parties, and shall be deemed to have occurred if Consortium Leader does not provide a counter-notice of termination within such 30-day period. Failure to make timely payment in absence of a waiver from ORCID shall result in an automatic termination upon notice from ORCID, effective as of the end of the then-current term.

**8.2 Termination without Cause.** ORCID shall have the right to terminate the Consortium Agreement and this License Agreement at the end of the Initial Term or any Renewal Term by providing at least 60 days' notice prior to the end of the term. Consortium Leader may terminate the Consortium Agreement and this License Agreement by providing ORCID with a counter-notice in response to the renewal notice/invoice as described in Section 8.1.

**8.3 Termination for Breach.** (a) *Termination for cause by Consortium Leader.* In the event that Consortium Leader believes ORCID has materially breached any obligations, representations, or warranties under the Consortium Agreement or this License Agreement, it shall so notify ORCID in writing. ORCID shall have 10 days from the receipt of such notice to cure the alleged breach and to notify (in writing) Consortium Leader that such cure has been effected. If the breach is not cured within the 10-day period, Consortium Leader shall have the right to terminate the Consortium Agreement and this License Agreement immediately upon written notice. (b) *Termination for cause by ORCID.* In the event that ORCID believes that Consortium Leader or a Consortium Member has materially breached any obligations, representations, or warranties under this License Agreement (or the Consortium Agreement in the case of Consortium Leader), it shall so notify Consortium Leader in writing. Consortium Leader/Consortium Member shall have 10 days from the receipt of such notice to cure the alleged breach and to notify (in writing) ORCID that such cure has been effected. If the breach is not cured within the 10-day period, ORCID shall

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have the right to terminate this License Agreement with respect to the Consortium Member immediately upon written notice; provided, however, that if the breaching party is Consortium Leader, ORCID shall have the right to terminate the Consortium Agreement and this License Agreement with respect to both Consortium Leader and each Consortium Member. Nothing in this Section 8.3 shall limit ORCID's rights under Section 4.2.

**8.4 Effect of Termination.** Upon the termination or expiration of this License Agreement (and/or the Consortium Agreement with respect to Consortium Leader), whichever occurs first, access to the Member API Credential(s) and Member Benefits for each Consortium Member shall be immediately terminated. (i) *Termination of Specific Member.* If the termination applies only to a specific Consortium Member (rather than Consortium Leader generally), such Consortium Member shall be removed from Exhibit 1 of the Consortium Agreement, and only such Consortium Member's access to the Member API Credential(s) and the Member Benefits shall terminate. To the extent that a Consortium Member has deposited/edited any Record Data, such Record Data will remain in the ORCID Registry unless removed by an Individual or designated Trusted Individual(s) and Trusted Organizations before termination, or by ORCID pursuant to Article 6. Notwithstanding the foregoing, each Consortium Member shall have the ability to correct any information it discovers is incorrect after termination by informing ORCID about the inaccuracy, and ORCID shall seek to promptly correct the inaccuracy with the Individual and/or through the ORCID Dispute Procedures for conflicting claims regarding data. In the event of termination or expiration of a specific Consortium Member, this License Agreement shall not automatically terminate with respect to Consortium Leader or the other Consortium Members. (ii) *Termination of Consortium Leader.* In the event of the termination or expiration of Consortium Leader, ORCID shall have the option of terminating each Consortium Member's rights hereunder as well, in which case it will allow each non-breaching Consortium Member to enter into an ORCID member license agreement directly with ORCID at the individual member rate.

**8.5 Survival.** The provisions of Appendix A (Definitions), Section 1.3(ii) (correction of Record Data), Section 1.3(iv) (License to ORCID), Section 1.8 (ii) (use of Limited Access Data), Section 1.9 (Limitations on ORCID's Use), Section 2.1 (Ownership of ORCID Registry and Marks), the last sentence of Section 2.2 (use of ORCID Trademark), Article 6 (Dispute Procedures), Article 7 (General Representations and Warranties, Disclaimers, and Limitation of Liability), this Article 8 (Term and Termination), and Article 9 (Miscellaneous) shall survive any termination or expiration of this License Agreement and continue in effect.

## **9. Miscellaneous.**

**9.1 Entirety of the Agreement.** The terms and conditions of this License Agreement, including Appendix A (Definitions), Appendix B (Consortium Member Support Services), the Privacy Policy, the Member Benefits, and the ORCID Dispute Procedures, each of which is incorporated herein by reference, together with Exhibit 1 to the Consortium Agreement, shall supersede all prior oral and written agreements between the parties with respect to the subject matter of this License Agreement and shall constitute the entire agreement between



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the parties with respect to its subject matter, except as follows: (i) the Consortium Agreement shall also be an integral part of the agreement between ORCID and Consortium Leader, and (ii) the Accession Agreement signed by Consortium Member shall be an integral part of the agreement between ORCID and Consortium Member.

**9.2 Agreement Modifications.** In order to account for the evolution of ORCID and its sustainability and to operate in compliance with the laws in multiple jurisdictions, ORCID reserves the right to modify this License Agreement, provided that (i) no such modification will be retroactive; (ii) ORCID will provide Consortium Leader with 60 days' advance written notice of any such modifications and (iii) if any such modification (a) increases the liability exposure of Consortium Leader or a Consortium Member, or (b) changes the ownership of any intellectual or real property of any party, such written notice shall be in hard copy format (and not email) to the Main Contact listed on the Consortium Agreement. Continued acceptance of the terms and conditions of this License Agreement is a condition of the Member Benefits and the licenses granted hereunder. If Consortium Leader objects to any such modifications, Consortium Leader may terminate this License Agreement (effective as of the effective date of such modifications) by providing written notice to ORCID prior to the effective date, and ORCID will provide Consortium Leader with a pro-rata refund. Except as set forth in this Section 9.2, and elsewhere herein (e.g., the Privacy Policy, the ORCID Dispute Procedures, and increases in the Member Benefits, and update of contact information), all amendments to this License Agreement must be made in writing and signed by ORCID and Consortium Leader.

**9.3 Notices.** Any notice required to be given by ORCID hereunder shall be given only to Consortium Leader's Main Contact. It is Consortium Leader's responsibility to keep its contact information up to date and to timely forward any such notice to each Consortium Member. All notices given pursuant to this License Agreement shall be in writing in English and sent as follows: (i) by internationally recognized courier (e.g., FedEx, UPS), or (ii) by electronic mail, except as set forth in Section 9.2. Notice shall be deemed given and received on the next business day following the scheduled delivery date for courier and the next business day following the date sent for electronic mail. Either ORCID or Consortium Leader may from time to time change the name and contact information on the Consortium Agreement and on Exhibit 1 by providing notice to the other party in accordance with this Section.

**9.4 Disputes/Governing Law.**

This License Agreement shall be interpreted under and governed by the laws of the State of New York, United States, excluding any laws that might direct the application of the laws of another jurisdiction. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded, if applicable. Except as set forth in the ORCID Dispute Procedures (which shall govern the disputes described therein), if the parties cannot resolve disputes arising out of or relating to this License Agreement in an amicable manner, they shall do so through a desk arbitration administered by the American Arbitration Association in the case of domestic disputes and the International Centre for Dispute Resolution of the American Arbitration Association in the case of international disputes (either, the "AAA") governed by its applicable rules, as

modified by the following: (i) regardless of the amount in controversy, the matter shall be determined by one arbitrator familiar with the information technology sector based upon written submissions in English and one or more telephonic hearings in English (as determined by the arbitrator); (ii) the parties shall submit documents pertaining to the arbitration consistent with AAA rules and as directed by the arbitrator; and (iii) the arbitrator shall render a final binding decision 14 days after the arbitrator declares the hearing closed. The parties agree that a judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, any party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or may, without waiving any remedy under this License Agreement, seek from any court located in New York, New York, United States (and the parties consent to such jurisdiction) injunctive or any other type of equitable relief that is necessary to protect the rights or property of that party, pending arbitration or final determination of the merits of the controversy via arbitration. Consortium Leader and Consortium Members acknowledge that unauthorized use of the Member API Credential, the ORCID Registry, and/or security breaches might cause ORCID irreparable harm.

**9.5 Limitation on Assignment.** Except as expressly set forth herein, no party may assign, subcontract or sublicense (collectively, "transfer") its rights and obligations under this License Agreement (or the Consortium Agreement with respect to Consortium Leader) in whole or in part, without the prior written consent of Consortium Leader (for Consortium Leader or Consortium Member) or ORCID, as relevant, which shall not be unreasonably withheld, and any transfer to the contrary shall be null and void; provided, however, that a transfer by ORCID (including, without limitation, transfer by ORCID of the ORCID Registry) in the event of a merger, other corporate restructuring or dissolution, shall be permissible without prior consent, provided that (a) the transferee agrees to be bound by the terms of this License Agreement, (b) notice is provided to Consortium Leader (for Consortium Leader or Consortium Member), (c) such assignee is a nonprofit entity capable of fulfilling ORCID's obligations hereunder and to Individuals under the Privacy Policy, and (d) ORCID has followed any relevant procedures under its Bylaws with respect to such transfer.

**9.6 No Agency, Joint Venture or Partnership.** Nothing contained herein shall be deemed to create an agency, joint venture, or partnership relationship between the Parties.

**9.7 No Third Party Beneficiaries.** This License Agreement has been executed for the sole benefit of ORCID, Consortium Leader and the Consortium Members and is not intended for the benefit of any third party, regardless of any laws to the contrary.

**9.8 Waiver or Invalidity of any Provision.** Waiver of any provision herein shall not be deemed to be a waiver of any other provision herein, nor shall waiver of any breach of this License Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this License Agreement. If any provision(s) of this License Agreement is/are held to be invalid, illegal, unenforceable, or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

**9.9 Force Majeure.** No party shall be in breach of this License Agreement to the extent a failure to perform an obligation



hereunder results from a condition(s) that is beyond such party's reasonable control, including, but not limited to, strikes, labor disputes, terrorist acts, or governmental requirements.

**9.10 Drafting.** This License Agreement shall not be construed or interpreted against ORCID as the drafter.

## Appendix A to the ORCID License Agreement: Definitions

API or ORCID API: See Member APIs below.

Effective Date means the date on which the Consortium Agreement becomes effective as set forth in the Consortium Agreement, and is also the date this License Agreement becomes effective unless an Accession Agreement is signed on a later date, in which case Consortium Member's license hereunder and membership in ORCID shall become effective as of such later date.

Individual means a person about whom an ORCID Record exists or is being created.

Initial Term means the duration of this License Agreement as set forth in the Consortium Agreement. Renewal Term means each successive one-year term following the Initial Term.

License Agreement means the body of the ORCID License Agreement, together with Appendix A, Appendix B, the description of Member Benefits, the Privacy Policy, and the ORCID Dispute Procedures

Limited Access Data means Record Data that is viewable through the ORCID Registry only by the Individual, a Trusted Individual or specified Trusted Organizations.

Member means any organization that has entered into a license agreement with ORCID relating to use of the ORCID Registry, a Member API Credential(s), and the Member APIs, or otherwise meets conditions established by ORCID.

Member APIs means APIs which interact with the ORCID Registry through Member API Credential(s). (ORCID APIs may be Member APIs or APIs accessible via the Public API Credential.)

Member API Credential(s) means a unique passcode provided by ORCID to each Consortium Member to use the Member APIs.

Member Benefits means the use of the aspects of the ORCID Registry only available to ORCID members as described in Article 1 of this License Agreement and on the ORCID website as amended by ORCID from time to time.

ORCID Identifier means the globally unique identifier assigned by ORCID to an Individual.

ORCID Dispute Procedures means the procedures ORCID uses to assist Members and other users of the ORCID Registry to resolve disputes about the accuracy of Record Data, posted on the ORCID website, as amended from time to time by ORCID.

## ORCID Consortium Member License Agreement

ORCID Registry means the ORCID database that contains all Record Data.

Privacy Policy means those privacy practices and commitments made by ORCID and that are posted by ORCID under the title "Privacy Policy" on the ORCID website, as amended from time to time by ORCID.

Privacy Settings means selections indicating whether specific data within a Record shall be *Private Data*, *Limited Access Data*, or *Public Data*. (For additional information about Privacy Settings, please see the Privacy Policy.)

Public API Credential means a unique passcode to access the free ORCID Public API, which allows organizations that are not ORCID Members to connect their systems and applications to the ORCID Registry with machine-to-machine communication and read public data.

Public Data File means a downloadable file of all Public Data in the ORCID Registry on a given date from Records created or claimed by an Individual.

Record means the information about an Individual in the ORCID Registry other than System Data.

Record Data mean the individual data elements in a Record, including the ORCID Identifier and metadata associated with linked research objects. A link, but not the linked object itself (e.g., text or full metadata), is considered part of the Record Data.

System Data means data associated with a Record that is not part of the visible ORCID Registry, such as a password.

Tier 1 Technical Support means the help desk support provided by Consortium Leader as the initial response to all help requests from Consortium Members. Consortium Leader will collect the requestor's information and determine the issue and where able to, provide assistance. Note: ORCID will issue all API credentials, but credential requests should come through the Consortium Leader help desk.

Tier 2 Technical Support means the help desk support provided by ORCID as secondary response to those help requests, passed onto it via Consortium Leader, that are more in-depth and technical in nature.

Trusted Individual means a person to whom an Individual has given the authority to manage an ORCID record on his or her behalf, including setting privacy settings, editing and depositing data and naming Trusted Organizations.

Trusted Organization means a Member that has been granted rights by an Individual (or his/her Trusted Individual(s)) to deposit and edit Record Data and/or read Record Data that has been marked "Limited Access".

Use means use, store, sublicense, reproduce, modify, transmit, distribute, publicly perform and publicly display, including for commercial use.





## ORCID Creator Member License Agreement

### Appendix B to the ORCID License Agreement: Consortium Member Support Services

#### What ORCID requires:

- A consortium technical lead (“Technical Lead”) coordinated by Consortium Leader who can answer common technical questions of the Consortium Members (Tier 1) and refer other questions to ORCID support (Tier 2). The Technical Lead will be responsible for receiving all Consortium Member help desk tickets, addressing common questions (see training, below), and escalating tickets to the ORCID Help Desk.
- Consortium Members will provide Consortium Leader with basic information about the members, contacts, local help desk, and integration efforts that ORCID can direct users to if they have questions (Exhibit 1 of the Consortium Agreement). Consortium Members will seek consent from any individuals informing them of the disclosure of this information to Consortium Leader and ORCID. This information will be provided to ORCID by Consortium Leader and may be listed on the consortium community portal provided by ORCID.
- Consortium Members will provide notification to Consortium Leader when launching an integration or starting a drive to encourage user registration to enable coordination across new releases. Consortium Leader will provide this information of the notification to ORCID.
- If over 30,000 researchers will be asked to register in a period of less than one month, the Consortium Member will use best efforts to notify Consortium Leader in writing at least 35 days in advance. Consortium Leader will use best efforts to notify ORCID at least 30 days in advance and may be requested to provide temporary support staff to work with ORCID or provide a regularly staffed help desk ORCID can refer users to during the period of increased ticket volume.
- If English is not a common language among researchers at a particular Consortium Member, ORCID may ask Consortium Leader to provide translations of answers to ORCID’s most common technical questions, particularly questions about why researchers should register with ORCID. The Consortium Member receiving any such translation services shall reimburse Consortium Leader for any expenses incurred for such services.

#### What ORCID provides:

- Support for two (2) one-hour technical onboarding calls, led by Consortium Leader and Technical Lead.
- Training for the Consortium Technical Lead, including a mini-course, weekly check-ins, assistance with planning onboarding webinars, and development of a consortium FAQ.
- All resources on the Knowledgebase (including documentation, videos and slides) and a summary page of consortium-specific links that Consortium Leader can distribute to its Consortium Members.
- Access to the API Users forum for questions, some of which may be answered by the community, not directly by ORCID support, to supplement the direct support from the Consortium Technical Lead Support Team.
- Tier 2 English-language technical support via the normal channels (support@orcid.org, or using the help webform) during ORCID business hours.
- In addition to these resources, to facilitate communication, ORCID may work with Consortium Leader to develop an online consortium interface hosted through the orcid.org site. Information and communication within these online communities would be used by Consortium Members to share implementation and engagement practices and to provide peer-level support, including features such as FAQs, Help desk forum/tickets, forums, listservs, Wikis, and event calendars. For consortia numbering 30 Consortium Members or more, ORCID may offer an in-person kick-off meeting with technical support. Smaller consortia interested in this service are requested to provide travel support (plane and hotel) for 2 persons.