

After careful review of the Agreement and acceptance of its terms and conditions, please have a legally authorized representative from your organization execute and return the document to CHORUS at the address in Section 22.

CHORUS Publisher Membership Agreement

This membership agreement, including Appendices A, B, & C which are attached hereto and incorporated herein by reference (the “Agreement”) sets forth the terms and conditions under which a qualified institution becomes a Publisher Member of CHOR, Inc., a 501(c)(3) nonprofit organization doing business as CHORUS (“CHORUS”), subject to the approval of CHORUS. The Agreement is by and between CHORUS and the party below (the “Publisher Member”) and shall be deemed effective upon execution by the second party to sign (the "Effective Date").

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| Publisher Member: Annual Membership Fee (as mutually agreed) |
|---|

- 1. Introduction.** CHORUS manages and maintains a service to increase public access to publications that report on funded research by featuring links to such publications and highlighting publisher practices and commitments to such public access (collectively, the service offering as well as the associated CHORUS software and know-how used to operate the service is referred to as the “CHORUS Service”). CHORUS makes the CHORUS Service available at the <http://www.chorusacces.org> website (the “CHORUS Site”).

The CHORUS Service identifies publications reporting on research funded by federal agencies and other organizations. Each of these funders is referred to in this Agreement individually as a “Funding Entity”, and collectively as “Funding Entities” and are generally the funders covered by Crossref’s Open Funder Registry. Certain Funding Entities have entered into participation agreements with CHORUS, pursuant to which they undertake reciprocal obligations to CHORUS and its Publisher Members. These Funding Entities are referred to in this Agreement individually as a “Participating Funding Agency”, and collectively as “Participating Funding Agencies”. They are listed on Appendix A (which may be updated by CHORUS from time to time by posting changes on the CHORUS Site and providing notice to Publisher Member). Publisher Members undertake additional obligations relating to public access for publications reporting on research funded by Participating Funding Agencies, as described in Section 5a.

- 2. Publisher Membership.** Publisher membership in CHORUS is open to any entity that is actively engaged in the business of publishing original scholarly materials and/or professional materials and other additional membership criteria as may be determined from time to time by the Board of Directors of CHORUS (the “Board”) and set forth on the membership pages of the CHORUS Site.

By accepting all of the terms of this Agreement and paying the required fees as set by the Board and indicated on the CHORUS Site, a qualified publisher becomes a Publisher Member of CHORUS and is entitled to all of the benefits and subject to all of the responsibilities and conditions of being a member of CHORUS, as governed by this Agreement and the CHORUS bylaws. On-going membership is conditional upon continued payment of annual fees.

The CHORUS certificate of incorporation, bylaws, and additional information about CHORUS membership and governance are available on the CHORUS Site.

3. **Publisher Member Benefits.** Provided that the Publisher Member is in full compliance with the terms of this Agreement, the Publisher Member (i) will be featured in the CHORUS Service, including highlighting its public access commitments and activities covered by the CHORUS Service; (ii) may indicate publicly its status as a Publisher Member and its participation in the CHORUS Service, including use of the CHORUS name and mark(s) as set forth in Section 9; and (iii) may participate in the governance of CHORUS in accordance with the CHORUS bylaws then in effect.
4. **Publisher Member Obligations Generally.**
 - a) Publisher Member must pay all membership fees by the due date specified on the invoice issued by CHORUS (which shall be no less than net 30 days).
 - b) Publisher Member must appoint a business, technical, billing, and communications contact on Appendix B, and keep such contact information up to date.
 - c) Publisher Member must facilitate the identification of articles published on or after the Effective Date reporting on research funded by Participating Funding Agencies (collectively, “Articles”). (Publisher Members are encouraged, but not required, to do the same with respect to Funding Entities.)
 - d) Provide public access to Articles reporting on research funded by Participating Funding Agencies by taking the steps outlined in Section 5 below. Publisher Member shall have the option of providing public access to either an accepted manuscript (“AM”) or Version of Record (“VOR”), at Publisher’s sole discretion.
 - e) Publisher Member acknowledges that the CHORUS Service will publicly communicate Publisher Member’s public access policies by posting information about such policies, and will review (including, through independent verification by CHORUS or its contractors and agents) and publicly report on Publisher Member’s compliance therewith.
5. **Publisher Member Public Access Obligations.** With respect to each Article published on or after the Effective Date reporting on research funded by a Participating Funding Agency (except as noted in Appendix A), Publisher Member agrees to:
 - a) Collect information on the funding source(s) and map such information to entries in Crossref’s Open Funder Registry (via a manuscript tracking system or by extraction from Articles). Publisher Member is encouraged, but not required, (i) to provide additional funder

information such as grant numbers, and to collect all available information on all funding source(s), and (ii) to collect and map such information regarding Funding Entities that are not Participating Funding Agencies. For the avoidance of doubt, Publisher Member is under no obligation to ascertain the accuracy of an author's assertion about the sources of funding.

- b) Send such funder information to Crossref's Open Funder Registry.
 - c) Link each Article to a common license, e.g., Creative Commons or other standard license selected by Publisher Member or to a posted proprietary license for public access developed by Publisher Member (either, a "Re-Use License") for content reuse on Publisher Member's website. (Links for articles reporting on research supported by a Funding Entity that is not a Participating Funding Agency are encouraged but not required, and in such instances, the posted re-use license need not provide for any public access.)
 - d) Make each VOR or AM publicly accessible on Publisher Member's website, following an embargo period of Publisher Member's selected duration from the date of publication (online or in print format, whichever is first), if any, in its sole discretion (the "Embargo Period").
 - e) Before the end of the Embargo Period, send to Crossref the DOI for the publicly accessible version of the Article paired with the URL for the Re-Use License with an appropriate start date commensurate with the Embargo Period.
 - f) Permit the publicly accessible AM or VOR, or a VOR behind a paywall, to be available for indexing by the relevant Participating Funding Agency from the date of publication. In the event that a Publisher Member does not permit machines to harvest VORs or AMs from its website, Publisher Member shall provide Participating Funding Agencies with alternative mechanism(s) to obtain VORs or AMs.
 - g) Archive Articles at a dark archive with which CHORUS has an agreement related to the CHORUS Service (a "Dark Archive"). Dark Archives with which CHORUS has current agreements are identified in Appendix C. Any fees associated with such archiving shall be the responsibility of Publisher Member and not CHORUS.
 - h) Where required by a Participating Funding Agency under its participation agreement with CHORUS (as set forth on Appendix A), permit Articles supplied by Publisher Member to be made publicly accessible by the Participating Funding Agency subject to the same trigger events set forth in Section 6 when Articles are included in a Participating Funding Agency dark archive.
 - i) In addition, Publisher Member is encouraged, but not required, to comply with the voluntary Participating Funding Agency requests set forth in Appendix A.
6. **Public Access Trigger Event.** If either a relevant Participating Funding Agency or CHORUS identifies that an Article reporting on research funded by the Participating Funding Agency is not publicly accessible after the Publisher Member's selected Embargo Period, Publisher Member will be contacted by the Participating Funding Agency, CHORUS, or the Dark Archive. If access cannot be restored within thirty (30) days, Publisher Member grants the Participating Funding Agency and/or CHORUS the authority to direct the relevant Dark Archive to make the VOR or AM deposited in the Dark Archive (or an archival version thereof created by the Dark Archive) accessible to the public under the terms of the relevant

Dark Archive's license, until Publisher Member restores public access (consistent with the requirements set forth in Section 5) through its own website. This Section shall not apply to any Articles that are suspended or withdrawn from the Publisher Member's website for legal reasons or as a result of publishing misconduct. The specific mechanisms for depositing Articles, making Articles bright, and any appeals process shall be set forth in an agreement directly between Publisher Member and the Dark Archive, based on the Dark Archive's form agreement with publishers.

7. **On-boarding and Compliance.** Upon the Effective Date and payment of membership fees, Publisher Member shall be entitled to use the CHORUS trademark(s) and logo to indicate that it is a member of CHORUS and participates in the CHORUS Service consistent with Section 9. Publisher Member shall become fully compliant with the requirements set forth in Section 5 within one-year from the Effective Date, or show good faith effort to do so. Similarly, Publisher Member shall have 180 days from notice of any changes to Appendix A, to become compliant with the requirements set forth in Section 5 with respect to any new Participating Funding Agencies, or show a good faith effort to do so.

8. **Intellectual Property.**

a) The Publisher Member acknowledges that, as between itself and CHORUS, CHORUS has all right, title and interest in and to the CHORUS Service, including all related copyrights, database compilation rights, trademarks, trade names, and other intellectual property rights, currently in existence or later developed.

b) CHORUS acknowledges that as between itself and Publisher Member, Publisher Member has all right, title and interest in and to the Articles, including all related copyrights, database compilation rights, trademarks, trade names, and other intellectual property rights, currently in existence or later developed.

9. **Promotion.** CHORUS and the Publisher Member may each use the other's logo(s) and mark(s) to identify the status of the Publisher Member as a member of CHORUS and participating in the CHORUS Service, including, for example, featuring the CHORUS logo(s) and mark(s) on Publisher Member's website, and featuring Publisher Member's logo(s) and mark(s) on the CHORUS website home page, on the CHORUS dashboard, in the CHORUS search engine, and for general purposes of marketing the CHORUS Service by indicating the identity of its members. Each party shall adhere to such guidelines as may be provided by the other party from time to time regarding the use of logo(s) and mark(s). Any other use (beyond identification of participation and membership) of the logo(s) and mark(s) of the other party may only be made with the prior written consent of such party.

10. **Term; Termination.**

a) This Agreement shall commence on the Effective Date and shall continue through December 31 of the current year, and thereafter shall be renewed according to the terms of the then-current version of this Agreement for consecutive twelve (12) month periods upon invoicing and payment of an annual membership renewal fee.

b) A renewal shall not require signature of the Parties, and shall be deemed to have occurred if Publisher Member pays its annual membership renewal fee according to the payment terms indicated on the renewal invoice. CHORUS may elect, in its sole discretion, to

accept late payment. Failure to make timely payment may result in the Publisher Member's termination.

- c) The Publisher Member may terminate this Agreement upon ninety (90) days prior written notice, but shall not be entitled to a refund of any fees that have been paid or waiver of any fees that have accrued.
- d) CHORUS has the right, but not the obligation, to enforce the terms of this Agreement against any of its members, including Publisher Member. CHORUS may terminate this Agreement and Publisher Member's status as a member of CHORUS, (i) upon written notice for failure to pay fees 90 days after such fees are due; (ii) upon written notice for failure to cure any other material breach of this Agreement within ten (10) business days of notice of such breach. For the avoidance of doubt, failure to adhere to a Funding Entity-selected embargo period shall not be deemed to be breach of this Agreement, but failure to adhere to a Publisher Member's self-selected Embargo Period within twelve (12) months of the Effective Date, shall be deemed to be a material breach.
- e) CHORUS's Board shall review and approve any decision to terminate Publisher Member's membership in CHORUS and participation in the CHORUS Service. The Publisher Member shall have an opportunity to be heard under such reasonable procedures as the Board may determine in its good faith; however, the decision to terminate shall rest solely with CHORUS.
- f) Notwithstanding the foregoing, CHORUS reserves the right to temporarily suspend any part of the CHORUS Service or to temporarily or permanently remove links to any Article upon determination in CHORUS's sole discretion that the continuation of such aspect of the CHORUS Service (generally or with respect to a specific member) or linking to any such Article could result in legal risk to CHORUS, without following the procedures outlined in Section 10(d). In the event of any such suspension or removal, CHORUS will endeavor to provide Publisher Member with notice within 30 days following such event. Similarly, Publisher Member shall have the right to require CHORUS to remove links to any Article upon determination by the Publisher Member that the Article may infringe the rights of a third party or otherwise present legal risk to the Publisher Member.

11. Actions Following Termination.

Upon termination or expiration of this Agreement, each party shall immediately cease using the other party's name(s) and mark(s) to indicate that Publisher Member is a member of CHORUS or participates in the CHORUS Service. CHORUS shall have the right, but not the obligation, (i) to continue to provide links to Articles on Publisher Member's website or other locations where Articles can be found consistent with its general surfacing of articles reporting on funded research, and (ii) to continue to communicate through the CHORUS Service any publicly available information about Publisher Member's public access policies and activities.

12. Disputes. The Publisher Member agrees to abide by the terms and conditions of the following dispute resolution procedures.

- a) **Choice of Law, Jurisdiction.** This Agreement shall be interpreted, governed and enforced under the laws of New York, without regard to its conflict of law rules. All

claims, disputes and actions of any kind arising out of or relating to the Agreement shall be settled exclusively in New York, NY.

- b) **Alternative Dispute Resolution.** If any claim, dispute or action, arising out of or relating to this Agreement cannot be resolved amicably by the parties, then it shall be resolved by a single arbitrator mutually agreed upon by the parties and reasonably familiar with the publishing industry. The decision of the arbitrator shall be final and binding on the parties, and may be enforced in any court of competent jurisdiction.
- c) **Injunctive Relief.** Notwithstanding the foregoing subsection 12(b) (Alternative Dispute Resolution), no party shall be prevented from seeking injunctive or preliminary relief in anticipation, but not in any way in limitation, of arbitration, before any court located in New York, NY.
- d) **Limitations.** The Publisher Member may not seek to compel CHORUS to act against any other member of CHORUS or any Funding Entity.

13. Warranty. Each party represents and warrants that it has the full power and complete authority to enter into this Agreement, that the person signing is authorized to do so, that it has conducted a review of the rights granted herein according to documented internal policies and procedures, and that the granting of such rights will not infringe the rights of any third party.

14. Indemnification. Subject to the terms of the Agreement, Publisher Member agrees to indemnify, and at CHORUS's option, defend CHORUS and its directors, officers and employees (each a "CHORUS Party" and collectively, the "CHORUS Parties"), from and against any and all liability, damage, loss, cost or expense, including reasonable attorneys' fees, costs, and other expenses (collectively, "Losses") arising out of any activity undertaken by the Publisher Member, its agent(s), contractors, representatives, directors, officers or employees pursuant to this Agreement, or any claim, which if true, would be a violation of any Publisher Member representation, warranty, or obligation hereunder or a third-party intellectual property right, except to the extent that such Losses are due to the negligence or intentional misconduct of a CHORUS Party.

The indemnity under this Agreement shall only apply to the extent that: (a) CHORUS notifies Publisher Member in writing within 30 days of becoming aware of any claim or suit relevant to the indemnity; (b) neither party makes any admissions or settlements without the other party's prior written consent; (c) CHORUS may participate at its own expense, subject to Publisher Member retaining overall control over any negotiations, litigation, defence and/or settlement of such suit or claim (subject to the limitations set forth in (b)); and (d) each party gives the other party all information and assistance as it may reasonably require.

15. Disclaimer. CHORUS SHALL TAKE COMMERCIALY REASONABLE STEPS IN OPERATING THE CHORUS SERVICE. EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THE CHORUS SERVICE IS OFFERED "AS IS" WITHOUT ANY REPRESENTATIONS AND WARRANTIES OF ANY KIND WHATSOEVER, INCLUDING REPRESENTATIONS AND WARRANTIES RELATED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR

PURPOSE, OR THE ACCURACY OF ANY INFORMATION FEATURED IN THE CHORUS SERVICE OR CONTAINED ON THE CHORUS SITE GENERALLY.

- 16. Limitations of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF IT HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR (I) ANY LOSS, CORRUPTION OR DELAY OF DATA, (II) ANY LOSS, CORRUPTION OR DELAY OF COMMUNICATIONS WITH OR CONNECTION TO RELATED PRODUCTS OR CONTENT, OR (III) ANY VIRUS, BUG OR OTHER HARM THAT IS INTRODUCED THROUGH THE USE OR PROVISION OF THE CHORUS SERVICE. PUBLISHER MEMBER ACKNOWLEDGES AND AGREES THAT THE CHORUS PARTIES SHALL NOT BE LIABLE FOR (I) ANY ACTIONS TAKEN BY ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY GOVERNMENT AGENCY OR ANY ARCHIVE WITH RESPECT TO THE CHORUS SERVICE, INCLUDING, WITHOUT LIMITATION MAKING ARTICLES BRIGHT AND (II) ANY INACCURATE OR INCOMPLETE INFORMATION FEATURED IN THE CHORUS SERVICE OR CONTAINED ON THE CHORUS SITE GENERALLY, INCLUDING INFORMATION REGARDING THE PUBLISHER MEMBER AND ITS PUBLIC ACCESS POLICIES. EXCEPT FOR THE INDEMNITY OBLIGATION, IN NO EVENT SHALL THE LIABILITY OF EITHER PARTY HEREUNDER BE GREATER THAN THE MEMBERSHIP DUES PAID OR DUE DURING THE THEN-CURRENT TERM.**
- 17. Taxes.** Publisher Member is responsible for all sales and use taxes imposed, if any, with respect to the services rendered or products provided to the Publisher Member hereunder, other than taxes based upon or credited against CHORUS's income.
- 18. No Waiver.** No delay or omission by either party to exercise any right or power hereunder shall impair such right or power or be construed to be a waiver thereof. A waiver by either of the parties of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant contained herein.
- 19. No Partnership.** Neither party is or shall become as a result of this Agreement, an agent, representative, or partner of the other party.
- 20. No Third-Party Beneficiaries.** Except as expressly set forth herein, neither party intends that this Agreement shall create any right or cause of action in or on behalf of, any person or entity other than CHORUS or the Publisher Member.
- 21. No Assignment.** Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld, delayed, conditioned or denied. Any transfer to the contrary shall be null and void. Notwithstanding the foregoing, CHORUS may subcontract or sublicense its rights and obligations hereunder to third parties to assist it in operating the CHORUS

Service.

- 22. Notices.** Written notice under this Agreement shall be effective if sent to the party's address as follows: (i) by personal service on the same day, (ii) by internationally recognized courier (*e.g.*, FedEx, UPS) on the next business day following the scheduled delivery date; or (iii) by email, with a confirmation receipt, on the next business day following the date sent.

If to CHORUS: Howard Ratner
 Executive Director
 CHOR, Inc.
 72 Dreyer Avenue
 Staten Island, NY 10314

Email: hratner@chorusaccess.org

If, to the Publisher Member, to the name and address listed as the Business Contact on Appendix B.

- 23. Survival.** Sections (and the corresponding subsections, if any) 6, 8, and 10 through 28 and any rights to payment shall survive the expiration or termination of this Agreement for any reason.
- 24. Headings.** The headings of the sections and subsections used in this Agreement are included for convenience only and are not to be used in construing or interpreting this Agreement.
- 25. Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will be reformed to be enforceable to the maximum extent permitted under applicable law, and whether or not it may be so reformed, it will not affect any other provision of this Agreement, unless the unenforceability of the applicable provision would materially impair either party's ability to obtain substantial performance of the other party.
- 26. Entire Agreement.** The terms and conditions of this Agreement and any exhibits and appendices supersede all prior oral and written agreements between the parties with respect to the subject matter of this Agreement and shall constitute the entire agreement between the parties with respect to the matters contained herein.
- 27. Agreement Modifications.** In order to account for the evolution of CHORUS, CHORUS reserves the right to modify this Agreement, provided that (i) any material modification (as determined by CHORUS) shall be approved in advance by the Board; (ii) no such modification shall be retroactive; and (iii) CHORUS will provide Publisher Member with 30-days' advance written notice of any such modifications. Continued acceptance of all terms and conditions of the Agreement as amended is a condition of continued membership in CHORUS and participation in the CHORUS Service. If Publisher Member objects to any such modification, Publisher Member may terminate this Agreement (effective as of effective date of the modification) by providing written notice to CHORUS prior to the effective date, and CHORUS shall provide Publisher Member a pro-rata refund. This

Agreement also may be modified by mutual written consent of the parties.

28. Counterparts; Electronic Signature. This 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 HARD COPY (INK AND PAPER) OR ELECTRONIC/FACSIMILE SIGNATURE, EACH OF WHICH SHALL BE DEEMED TO BE AUTHENTIC AND EQUALLY ENFORCEABLE.**

AGREED TO AND ACCEPTED BY:

CHOR, INC. dba CHORUS

[MEMBER]

Name: Howard Ratner

Name:

Title: Executive Director

Title:

Date:

Date:

Exhibit 1: 2021 Fee Table (\$US)

(as of January 1, 2021)

Annual Publisher Member Fees

| Total Publishing Revenue | Annual Publisher Membership fee |
|---------------------------------|--|
| <\$2.5m | \$585 |
| ≤\$5m | \$1,165 |
| ≤\$20m | \$5,300 |
| ≤\$50m | \$10,600 |
| ≤\$100m | \$21,200 |
| ≤\$200m | \$37,150 |
| ≤\$500m | \$53,050 |
| >\$500m | \$79,600 |

Notes on definition of "Total Publishing Revenue"

- Total Publishing Revenue includes all publishing revenue from all the divisions of an organization (primary and secondary) for all types of activities (advertising, books, journals, databases, article charges, etc.). For membership organizations, member dues allocated to subscriptions will be included in total publishing revenue.
- For organizations that publish scholarly information as an ancillary activity, such as government organizations, the higher of either (1) total expenses for publishing operations or (2) gross publishing revenue should be used in determining the appropriate membership fee.
- For purposes of calculating Total Publishing Revenue, the largest legal entity rather than a division or subsidiary should be used, even if the parent is not joining. In other words, a subsidiary may join CHORUS and assume the membership obligations without obligating the full parent entity to CHORUS's public access requirements; however, for purposes of calculating membership fees, the parent's consolidated revenue is to be used.
- Members will self-categorize.

Appendix A: Participating Funding Agencies and Additional Requirements

(as of February 12, 2020)

| Funding Agency | Participating Funding Agency's own dark archive (subject to Section 5(g)) | Links from Funders to Publisher AMs / VORs (subject to Section 5(d)) | Exceptions to Section 5 and Section 6 Requirements |
|--|---|---|--|
| IARPA/Office of the Department of National Intelligence | Agency has option to create <u>own</u> dark archive, subject to Section 6 trigger events and distribution under Publisher Member's Re-Use License | If Publisher Member does not make a VOR publicly accessible on its website, but does make an AM publicly accessible on its website, Agency will link in a prominent manner to the AM on the Publisher Member website for those Publisher Members that prompt authors to submit AMs to Agency. | |
| Japan Science and Technology Agency (JST) | NA | NA | JST does not have the option to harvest content for indexing (Section 5) Publisher does not need to deposit articles identified as reporting on JST research in a Dark Archive) (Section 6) |
| National Science Foundation (NSF) | NA | If a Publisher Member makes a VOR or AM publicly accessible on its website, Agency will link to the VOR or AM, and Agency will not separately link to a VOR or AM on a different site. | |
| National Oceanic and Atmospheric Administration (NOAA) | Agency has option to create <u>own</u> dark archive, subject to Section 6 trigger events and | If a Publisher Member makes a VOR publicly accessible on its website, Agency will | |

| | | | |
|--|---|--|--|
| | distribution under Publisher Member's Re-Use License | link to the VOR, and Agency will not separately link to a VOR or AM on a different site. If a Publisher Member does not make a VOR publicly accessible on its website, but does make an AM publicly accessible on its website, Agency will link to the AM. | |
| National Institute of Standards and Technology (NIST) | Agency has option to create <u>own</u> dark archive, subject to Section 6 trigger events and distribution under Publisher Member's Re-Use License | If a Publisher Member makes a VOR publicly accessible on its website, Agency will link to the VOR, and Agency will not separately link to a VOR or AM on a different site. If a Publisher Member does not make a VOR publicly accessible on its website, but does make an AM publicly accessible on its website, Agency will link to the AM. | |
| Smithsonian Institution | Smithsonian Institution (SI) has option to create <u>own</u> dark archive, subject to Section 6 trigger events and distribution under Publisher Member's Re-Use License | If a Publisher Member makes a VOR publicly accessible on its website, SI will link to the VOR, and SI will not separately link to a VOR or AM on a different site. If a Publisher Member does not make a VOR publicly accessible on its website, but does make an AM publicly accessible on its website, SI will link to the AM. | |
| United States Agency for International | Agency has option to create <u>own</u> dark archive, subject to Section 6 | If a Publisher Member makes a VOR or AM publicly accessible on | |

| | | | |
|---|---|---|---|
| Development (USAID) | trigger events and distribution under Publisher Member's Re-Use License | its website, Agency will link to the VOR or AM, and Agency will not separately link to a VOR or AM on a different site. | |
| United States Department of Agriculture (USDA) | Agency has option to create <u>own</u> dark archive, subject to Section 6 trigger events and distribution under Publisher Member's Re-Use License | If a Publisher Member makes a VOR or AM publicly accessible on its website, Agency will link to the VOR or AM, and Agency will not separately link to a VOR or AM on a different site. | |
| United States Department of Defense (USDOD) | Agency has option to create <u>own</u> dark archive, subject to Section 6 trigger events and distribution under Publisher Member's Re-Use License | If Publisher Member does not make a VOR publicly accessible on its website, but does make an AM publicly accessible on its website, Agency will link in a prominent manner to the AM on the Publisher Member website for those Publisher Members that prompt authors to submit AMs to Agency. | |
| United States Department of Energy (USDOE) | NA | If Publisher Member does not make a VOR publicly accessible on its website, but does make an AM publicly accessible on its website, Agency will link in a prominent manner to the AM on the Publisher Member website for those Publisher Members that prompt authors to submit AMs to Agency. | USDOE does not have the option to trigger content at a Dark Archive partner, subject to Section 6 trigger events. |
| United States Geological Survey (USGS) | Agency has option to create <u>own</u> dark archive, subject to Section 6 trigger events and | If a Publisher Member makes a VOR or AM publicly accessible on its website, Agency | |

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| | distribution under Publisher Member's Re- Use License | will link to the VOR or AM, and Agency will not separately link to a VOR or AM on a different site. | |
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Appendix B: Publisher Member Designation of Representatives (Required)

Publisher Member must provide the following information to CHORUS and promptly notify CHORUS if there are any changes. Publisher may update this information from time to time upon written notice to CHORUS, including by email.

Business Contact. The following individual will be the main representative of Publisher Member for purposes of this Agreement, providing guidance and direction in operational and membership matters, including voting.

| | |
|-----------------|----------|
| Name: | Company: |
| Street Address: | |
| City: | State: |
| Post Code: | Country: |
| Phone: | Fax: |
| Email: | |

Technical Contact. The following individual will be the representative of the Publisher Member for general technical matters and information.

| | |
|-----------------|----------|
| Name: | Company: |
| Street Address: | |
| City: | State: |
| Post Code: | Country: |
| Phone: | Fax: |
| Email: | |

Billing Contact. The following individual will be the representative of Publisher Member for purposes of billing and payment matters.

| | |
|-----------------|----------|
| Name: | Company: |
| Street Address: | |
| City: | State: |
| Post Code: | Country: |
| Phone: | Fax: |
| Email: | |

Communications Contact. The following individual will be the main representative of Publisher Member for ongoing marketing and communications purposes, providing information, guidance, and collaboration on promotional matters of mutual benefit.

| | |
|-----------------|----------|
| Name: | Company: |
| Street Address: | |
| City: | State: |
| Post Code: | Country: |
| Phone: | Fax: |
| Email: | |

Appendix C: Dark Archives

(as of October 30, 2018)

Below is a list of Dark Archives with which CHORUS has an agreement related to the CHORUS Service.

CLOCKSS (<https://www.clockss.org/clockss/Home>)

Portico (<http://www.portico.org/digital-preservation/>)