

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 _____, a _____ entity located at _____ ("Consortium Member") as of _____.

Whereas, ORCID and Greater Western Library Alliance ("Consortium Leader") entered into an ORCID Consortium Agreement dated October 12, 2015 (the "Agreement");

Whereas, the Consortium Leader has indicated that Consortium Member is a member of its consortium eligible to be a Consortium Member under the Agreement;

Whereas, Consortium Member desires to become a Consortium Member under the Agreement and accordingly seeks to formally agree to and be bound by the terms and conditions of the 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 Agreement unless otherwise specified.
2. Consortium Member agrees to abide by all of the terms and conditions in the Agreement as applicable to a Consortium Member, except the following provisions of Appendix A, ORCID Standard License Agreement shall not apply:
 - 2.1. Section 9.4 (Disputes/Governing Law) with respect to governing law and exclusive forum in New York. This clause has been deleted in order to remain silent on location of governing law.
 - 2.2 In any location where a Consortium Member "represents and warrants" the word "warrants" shall not apply.
3. Consortium Member represents that it has the authority to enter into this Accession Agreement, and bind itself to the terms, conditions, licenses, obligations, representations contained herein and under the Agreement. Consortium Member further represents that it has caused this Accession Agreement to be executed by a duly authorized representative.
4. Consortium Member represents that it is a governmental entity.
5. This Accession Agreement, together with the Agreement (as modified by this Accession Agreement), including the Appendices, the Privacy Policy (as amended by ORCID from time to time), the Member Benefits (as amended by ORCID from time to time), and the ORCID Dispute Procedures (as amended by ORCID from time to time) 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 Agreement may be amended subject to its terms.)
6. Waiver of any provision herein shall not be deemed to be a waiver of any other provision herein or of the Agreement, nor shall waiver of any breach of this Accession Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Accession Agreement or the Agreement. If any provision or provisions of this Accession Agreement 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 of this Accession Agreement and the Agreement shall not in any way be affected or impaired thereby.
7. The parties expressly exclude, if applicable, the application of the United Nations Convention on Contracts for the International Sale of Goods.



8. Where notice to Consortium Member is required hereunder or under the 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:

To: _____
Name: _____
Title: _____
Address: _____
Email: _____
Telephone: _____

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

9. 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 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

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

11. 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 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.

Signature: _____
Name: _____
Title: _____
Email address: _____
Date: _____

ORCID, Inc.
Signature: _____
Name: Laurel Haak
Title: Executive Director
Email address: l.haak@orcid.org
Date: _____

Appendix A: ORCID Standard License Agreement

Appendix A: ORCID Standard License Agreement

This Appendix A is an addendum to the ORCID License Summary between ORCID and the Consortium Leader, and is an integral part thereof. Consortium Leader and each Consortium Member set forth in Exhibit 1 to the ORCID License Summary shall be a party to, and bound by the terms and conditions of, this Agreement, including without limitation, this Appendix A. Each of ORCID, Consortium Leader and Consortium Member shall be a “Party” hereunder and collectively shall be the “Parties.” Terms not defined in the ORCID License Summary or herein are defined in Appendix B.

1. Grant of License from ORCID and Trusted Party 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 Trusted Party Member Benefits available to its category of ORCID membership which shall include at a minimum those benefits set forth in this Article 1. Trusted Party Member Benefits may be added and amended from time to time by ORCID beyond those set forth in this Article 1, and current Trusted Party Member Benefits shall appear on the ORCID website. All Trusted Party Member Benefits are subject to the terms and conditions of this Agreement. The license set forth in Section 1.1 and the other Trusted Party Member Benefits shall remain in effect for the Initial Term (or the relevant Renewal Term) of the Agreement set forth in ORCID License Summary, unless earlier terminated under Article 8, or restricted under Section 4.2.

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

1.2 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 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.

1.3 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.

1.4 Technical Support. ORCID will provide Consortium Leader and the Consortium Members with the technical support set forth in the ORCID License Summary. Technical support must be coordinated through the Technical Contact set forth in the ORCID License Summary and in Exhibit 1.

1.5 Nominations for ORCID Board. Individuals representing Consortium Members may be nominated to serve on the ORCID Board of Directors, consistent with ORCID’s By-laws which are available on the ORCID website; provided, however, that only one such person from the Consortium Members may be a Director at any given time.

1.6 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 Consortium Member on Consortium Member’s own behalf;
- (ii) Not to disclose to any other person or entity Limited Access Data unless (i) such data is publicly available from another source, or (ii) Consortium Member provides 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



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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 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 Trusted Party Member Benefits, the Member APIs, or the ORCID Registry in violation of this 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.

1.7 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 Agreement, and to the extent that any Record Data is edited or removed as permitted by this Agreement, the viewable 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 (in the case of Consortium Leader only if it is 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 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 Trusted Party Member Benefits. However, Consortium Leader and each Consortium Member recognize that the ORCID Registry and the Trusted Party 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 commitments set forth in this Agreement, ORCID shall provide a call-back API, higher allowed API requests per day, custom reports and data files, and premium support services. 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.

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 to 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 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 Agreement or applicable law. Each Consortium Member shall be liable for its intentional misconduct or negligent use of the 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. Each Consortium Member agrees to notify ORCID promptly upon (i)



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learning of any violation or alleged violation of this Agreement or security of its Member API Credential(s) or the ORCID Registry or (ii) becoming aware that any Record Data it has deposited/edited or any Privacy Setting it has selected violates or may violate the rights of privacy, publicity or other rights of an Individual. Each Consortium Member further agrees to 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, in the event of a violation of this Agreement, each Consortium Member understands and agrees that 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 Member API Credentials and the Member APIs.

5. Fees. Consortium Leader shall make payments to ORCID, under the terms set forth in the ORCID License Summary. ORCID reserves the right to charge additional fees for any additional Trusted Party Member Benefits that become available and that Consortium Leader elects to license on behalf of 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 Trusted Party Member Benefits. 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 Trusted Party 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 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 ORCID License Summary to be executed by a duly authorized representative. The Parties acknowledge that

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 there.

7.1 Disclaimer. OTHER THAN THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS AGREEMENT, THE ORCID REGISTRY, RECORD DATA, THE PUBLIC DATA FILE, THE MEMBER API CREDENTIAL(S), THE MEMBER APIS, AND/OR THE TRUSTED PARTY 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 THIS AGREEMENT SHALL NOT EXCEED TWO TIMES THE FEES DUE TO ORCID HEREUNDER 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. Notwithstanding the foregoing, ORCID shall be entitled to full reimbursement of reasonable attorneys' fees and other reasonable costs associated with collecting any late fees due to ORCID.

7.3 Consortium Liability. Liability of Consortium Leader and of each Consortium Member shall be several, but not joint.

8. Term and Termination.

8.1 Term/Renewal Term. This Agreement shall continue in effect for the period set forth in the ORCID License Summary, and shall automatically renew for subsequent terms of one (1) year, unless either party gives written notice of termination within sixty (60) days of the end of the Initial Term (or any Renewal Term), in which case such termination shall be effective as of the end of the Initial Term (or Renewal Term).

8.2 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 this 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



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effected. If the breach is not cured within the 10-day period, Consortium Leader shall have the right to terminate the 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 (including timely payment of any fees due hereunder), representations, or warranties under this Agreement, 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 have the right to terminate the 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 (i) terminate this Agreement with respect to both Consortium Leader and each Consortium Member. Nothing in this Section 8.2 shall limit ORCID's rights under Section 4.2.

8.3 Effect of Termination. Upon the termination or expiration of this Agreement, whichever occurs first, access to the Member API Credential(s) and Trusted Party Member Benefits for each Consortium Member shall be immediately terminated. 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 ORCID License Summary, and only such Consortium Member's access to the Member API Credentials and the Trusted Party 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 Agreement shall not automatically terminate with respect to Consortium Leader or other Consortium Members as well. 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.

8.4 Survival. The provisions of Appendix B (Definitions), Section 1.2(ii) (correction of Record Data), Section 1.2(iv) (License to ORCID), Section 1.6 (ii) (use of Limited Access Data), Section 1.7 (Limitations on ORCID's Use), Section 2.1 (Ownership of ORCID Registry and Marks) and 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 Agreement and continue in effect.

9. Miscellaneous.

9.1 Entirety of the Agreement. The terms and conditions of this Agreement, including without limitation, this Appendix A (and Appendix B), the ORCID License Summary, the Privacy Policy, the Trusted Party Member Benefits, and the ORCID Dispute Procedures, each of which is incorporated herein by reference, and the Accession Agreement shall 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 its subject matter.

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 Agreement, provided that (i) no such modification will be retroactive; (ii) ORCID will provide Consortium Leader with 30 days' advance written notice of any such modifications and (iii) if any such modification (a) increases the liability exposure of the Consortium Leader; (b) increases the indemnification requirements of the Consortium Leader; or (c) changes the ownership of any intellectual or real property of either Party, such written notice shall be in hard copy format (and not email) to the Main Contact Person listed on the ORCID License Summary. Continued acceptance of the terms and conditions of this Agreement is a condition of the Trusted Party Member Benefits and the licenses granted hereunder. If Consortium Leader objects to any such modifications, License may terminate this 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 Trusted Party Member Benefits, and update of contact information), all amendments to this Agreement must be made in writing and signed by both Parties.

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 Agreement shall be in writing in English and sent as follows: (i) by internationally recognized courier (e.g., FedEx, UPS) (effective on the next day following the scheduled delivery date), or (ii) by electronic mail (effective on the date the notice is sent), 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 ORCID License Summary by notice to the other Party in accordance with this Section.

9.4 Disputes/Governing Law. DELETED

9.5 Limitation on Assignment. No Party may assign, subcontract or sublicense (collectively, "transfer") its rights and obligations under this Agreement 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



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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 Agreement, (b) notice is provided to Consortium Leader (for Consortium Leader or Consortium Member), and (c) such assignee is a nonprofit entity capable of fulfilling ORCID's obligations hereunder and to Individuals under the Privacy Policy.

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 Agreement has been executed for the sole benefit of ORCID, the 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 Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement. If any provision(s) of this 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 Agreement to the extent a failure to perform an obligation hereunder results from a condition(s) that is beyond the Party's reasonable control, including, but not limited to, strikes, labor disputes, terrorist acts, pandemics, strikes or governmental requirements.

9.10 Drafting. This Agreement shall not be construed or interpreted against either Party as the drafter.

Appendix B. Definitions

This Appendix B is an addendum to the ORCID Member License Agreement between ORCID, Consortium Leader and Consortium Members and incorporates by reference all of its terms and conditions.

Agreement means the ORCID License Summary (together with its Exhibits), Appendix A, this Appendix B, the description of Trusted Party Member Benefits, the Privacy Policy, and the ORCID Dispute Procedures.

Agreement Date means the date on which Consortium Leader signs the ORCID License Summary (in the case of Consortium Leader), and the date on which Consortium Member signs an Accession Agreement (in the case of Consortium Members), and is the date the Agreement becomes effective.

API: See Member APIs below.

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

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

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).

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

Member Benefits means the Trusted Party Member Benefits or the Creator Member Benefits at the basic or premium level, as relevant.

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 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.

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".

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

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