## Instructions for completing the Agreement For Full Participation In The SIB Literature Services

**A.** In the first paragraph of the agreement, fill in the name of the organization that, as the journal owner or journal owner’s legal representative, is entering into this agreement with SIB (Swiss Institute of Bioinformatics).

**B.** In paragraph #16, list the journal(s) that you are including in SIBiLS. For each, specify:

* The earliest issue that you will deposit in SIBiLS.
* Whether the journal includes Open Access (OA) articles as defined in paragraph #15. *Note that OA articles are not simply articles that are free at time of publication. They are articles with a Creative Commons or similar license, which allows users to redistribute them without permission. They will be made available for automated downloading from the PMC OA subset.*

**C.** In the box below, enter the name, email, and postal address of the person to whom SIB can return a copy of the agreement after it has been signed by SIB. Use the checkbox to indicate if you wish to receive a copy by mail rather than email.

Name:

Email:

Postal address:

☐ Return a paper copy by mail to the postal address above.

**D.** Return a signed copy of the agreement to: sibils@sib.swiss – cc to patrick.ruch@sib.swiss

# Agreement For Full Participation In SIB Literature Services

Agreed, by and between the Swiss Institute of Bioinformatics (hereinafter referred to as "SIB") and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as "Participant").

Participant is willing to furnish electronically readable versions of full-text Open Access journal articles and other journal content, at no expense to SIB, in order to incorporate this information into the SIB Literature Services (“SIBiLS”); and

SIBiLS is required to provide free online access service that is similar to the U.S. PMC service, see <https://www.ncbi.nlm.nih.gov/pmc/pub/agreements/>.

NOW THEREFORE, it is mutually agreed as follows:

1. The content of SIBiLS, within the context of this contract, is limited in scope to the following scientific fields: biodiversity, environmental and ecological sciences. Life sciences articles already distributed via the NLM’s PMC are therefore excluded from this agreement.
2. In order to be accepted into SIBiLS, a journal must have peer review of its scientific content and must satisfy scientific and technical quality standards similar to NLM’s PubMed Central journals.
3. Participant will provide SIBiLS with the complete contents of each volume or issue in electronic form, including research papers, review articles, editorials, commentaries and letters.
4. Participant will follow established scholarly publishing practices for the publication of corrections, errata, retractions and editorial expressions of concern and provide SIBiLS with such notices as part of the Content, similar to NLM’s PubMed Central.
5. For the purpose of this Agreement, a journal’s Content includes the following electronic files for each article, and the Participant agrees to deliver to SIB all of this Content and, in doing so, to meet all technical requirements requested by the NLM’s PMC for the respective file types:
6. Full text of the article in XML format, using a mutually agreed upon DTD.
7. Figures, images, audio-visual material, and other non-text elements of the article.
8. A PDF version of the article, if it exists.
9. Any supplementary material, including, but not limited to, video, audio, datasets, or software files that the authors include with the article.
10. New Content will be supplied to SIBiLS before or soon after the time of publication; at the most, it will be within 4 weeks after publication.
11. XML-formatted Content that is provided to the SIBiLS will be retagged, if necessary, by SIB to conform to the standard XML format used in the archive. The Content will be made available to SIBiLS’s users in standard electronic presentation styles, e.g., HTML. SIB also will use the XML to support full-text searching of the Content and linking of articles to related SIB resources including, but not limited to, other literature databases or gene sequence and similar databases.
12. SIB will:
* Provide users with free access to the Content in SIBiLS, without any requirement for users to register or otherwise identify themselves.
* Clearly indicate to SIB users the identity of the source of each submitted article and that copyright in each article belongs to Participant or its licensors.
* Give Participant the option to provide a link from the journal banner on a full-text article page.
1. Notwithstanding any restrictions on providing public access to the Content that are specified elsewhere in this Agreement, SIB staff and its contractors who support SIBiLS will have free and unrestricted access to the Content from the time of deposit so that they can ensure the integrity and accuracy of the deposited files and do any other processing needed to add the Content to SIB.
2. Participant may, at any time, request SIB to prevent access to an item in the Participant’s Content that the Participant reasonably believes to be illegal or an infringement of any person’s rights.
3. SIB’s use of the Content does not imply an endorsement by SIB of the Participant or the Content. SIB makes no representation or implied warranty of merchantability or fitness for a particular purpose with respect to the SIB database and SIB specifically disclaims any such warranties and representations.
4. SIB’s rights to use the Content under this Agreement are nonexclusive. NLM acknowledges that it does not assert any copyright over the Content submitted and that copyright resides with the Participant and/or the authors of the respective journal articles, whichever is applicable.
5. SIB represents that the SIBiLS software developed by SIB was prepared with a reasonable standard of care. SIB makes no representations or warranties, expressed or implied, regarding the accuracy of the software or that the software is error-free.
6. For the purpose of this Agreement, an Open Access article (“OA article”) is one that is published with a Creative Commons license or a similar license that allows any user to redistribute the article without requesting permission from the copyright holder; in addition, this license may allow or prohibit the creation and distribution of derivative works or modified versions of the article, and/or may limit reuse and redistribution to non-commercial purposes only. The following additional conditions apply to all OA articles in SIBiLS:
* Participant will clearly indicate the applicable license in both the XML and PDF versions of each OA article.
1. Participant agrees to include the following journal title(s) in SIBiLS, subject to the specified conditions on access to articles:
[*Use the table below to specify the titles and the conditions for each title*.]

| Journal Title | Earliest Date and Volume/ Issue to be Deposited †*[publication date (month, year) and volume/issue]* |  | Deposits Include Open Access Articles# *[“yes” or “no”]* |
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| **†** Indicate the earliest publication date (month and year) and volume/issue of the journal for which Participant will provide Content, as defined in paragraph 4.**#** Indicate whether any of the articles in the journal are Open Access (OA), as defined in paragraph 15. |

1. This Agreement, once completed, will be effective indefinitely unless terminated. Either party may terminate this Agreement at any time, for any reason, with written notice to the other party, without liability to the other party. If any terms in this Agreement are to be changed, both parties agree to provide the other with written notice of the changes before they are to take effect. Either party may terminate the Agreement if such changes are not acceptable. If SIB finds that a journal no longer meets SIB’s scientific or technical quality standards, SIB may terminate this Agreement for that journal, without affecting other journals that may be included in the Agreement.
2. In the event of termination of this Agreement, Participant agrees that SIB may retain in PMC all Content submitted to PMC prior to the date of termination.
3. Participant represents and warrants that it has the necessary rights and authorizations, including copyright rights, to enter into this Agreement.
4. This Agreement is governed by the Federal laws of Geneva, Switzerland.
5. This Agreement supersedes all previous Agreements with the Participant for the journal title(s) listed above.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective upon the date of the latest signature below:

## Swiss Institute of Bioinformatics

Signature Date

Patrick Ruch

Name

Group Leader for Literature Services

Title

## PARTICIPANT

Signature Date

Name

Title