

## Services and Intellectual Property Assignment Agreement

This Agreement ("Agreement") is made and entered into as of August 24, 2023 (the "Effective Date") by and between The Center for Scientific Integrity, Inc., a New York non-profit corporation ("CSI"), with offices at 121 W. 36 Street, Suite 209, New York, New York 10018, and Publishers International Linking Association, Inc. d/b/a Crossref, a New York non-profit corporation, ("Crossref" and, together with CSI, the "Parties" and each, a "Party"), with offices at 50 Salem Street, Lynnfield, Massachusetts 01940.

- Crossref is a 501(c)(6) tax-exempt business league, comprised of member scholarly communications organizations to which it provides various services;
- CSI is a 501(c)(3) tax-exempt business that has generated, and owns all rights, title, and interest in, a database ("RW Database") containing retractions, expressions of concern, and related publishing events concerning published works ("RW Data");
- Crossref wishes to acquire all CSI's Intellectual Property Rights (as defined in Section 1 below) in the RW Database and RW Data for the purpose of making the RW Data openly available to the public generally, subject to all appropriate licensing terms if and as determined by Crossref, and integrating the RW Data with Crossref's existing data and services;
- Crossref also wishes to engage CSI to provide certain ongoing services, including the monitoring of websites such as publisher, society, and journal websites for new, updated, or modified retractions, corrections, expressions of concern, and related publishing events ("RW Updates") and the provision of such RW Updates to Crossref as part of a regular file transmission to Crossref in accordance with the requirements of this Agreement, including Schedule A (each such updated file transmission, an "RW Deliverable"); and
- Crossref and CSI wish to enter into an agreement with respect to Crossref's acquisition of the RW Database (and the RW Data contained therein) from CSI; CSI's provision of the Services (as defined in Section 1 below) to Crossref; Crossref's open dissemination of the RW Data to the public; and the integration of the RW Data with Crossref's existing data.

The Parties therefore agree as follows:

### **1. Definitions.**

For purposes of this Agreement, the following terms shall have the meanings set forth herein.

1.1. "Applicable Law" means any applicable domestic or foreign law, rule, regulation, order, or other action, decree, requirement, or guideline published or in force at any time during the Term which governs or regulates any person (including any Party), property, transaction, activity, event, or other matter.

1.2. "Applicable Privacy Laws" means all Applicable Law governing the access to, or the receipt, collection, use, storage, hosting, processing, retention, recording, disclosing, transmission, transferring, disposal, management, handling, or protection of information about an identifiable natural person, including with respect to de-identification of such information, and such information that has been de-identified.

1.3. “Business Day” means a day other than a Saturday, Sunday, or federal holiday in the United States.

1.4. “Change” means any: (a) the addition of any Services or Deliverables to those described in this Agreement; (b) modification to: (i) the nature and scope of the Services or Deliverables (including changes to the content or formatting of RW Data or the RW Deliverable); (ii) any specifications applicable to the Services or Deliverables; or (iii) a Service Level; or (d) other change as agreed to by the Parties pursuant to a Change Order.

1.5. “Change of Control” means the sale of all or substantially all of a Party’s assets; any merger, consolidation, or acquisition of a Party; or any change in the ownership of more than 50% of the voting interests of a Party.

1.6. “Deliverables” means the RW Database (and the RW Data contained therein) and each RW Deliverable.

1.7. “Document” is any document or other written material.

1.8. “GDPR” means the General Data Protection Regulation (Regulation 2016/679 EU) of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data; together with any applicable implementing or supplementary legislation in any member state of the EEA.

1.9. “Intellectual Property” means any and all works fixed in any medium (including databases), embodied inventions, trade-secrets, proprietary Confidential Information, know-how, marks and logos, designs and all Intellectual Property Rights associated with same.

1.10. “Intellectual Property Rights” means any and all proprietary rights, on a world-wide basis, provided under: (a) patent law; (b) copyright law; (c) trademark law (including goodwill); (d) industrial design law; (e) any other statutory provision or common law principle applicable to this Agreement (including trade secret law), which may provide a right in any Intellectual Property or the expression or use of any Intellectual Property; and (f) any and all applications, registrations, licenses and agreements in relation to the foregoing.

1.11. “RW Licensee” means a third party with whom CSI has entered into a Third Party Agreement.

1.12. “Services” means all of the services being provided by CSI to Crossref pursuant to this Agreement, including the services described in Section 2.2(a).

1.13. “Third Party Agreements” means those agreements entered into by and among CSI and third parties prior to the Effective Date pursuant to which CSI provides full or partial access to the RW Database and/or RW Data.

1.14. “UK GDPR” means the GDPR, as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, as amended (including by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019); together with any applicable implementing or supplementary legislation in the UK (including the UK Data Protection Act 2018).

## 2. Assignment of Rights; Commitment to Make Publicly Available; Services

### 2.1. Assignment of Intellectual Property Rights; Commitment to Make Publicly Available.

- (a) CSI irrevocably assigns and transfers and agrees to irrevocably assign and transfer to Crossref without further consideration, all world-wide right, title, and interest, in perpetuity, including all Intellectual Property Rights, in and to the Deliverables, immediately upon the delivery of such Deliverables to Crossref, and CSI has caused, or will cause, all CSI's personnel and subcontractors to assign and transfer all such rights to Crossref. CSI has caused, or will cause, CSI's personnel and subcontractors to waive, irrevocably and in perpetuity and for the benefit of Crossref, and its successors, assigns, licensees and contractors, their respective moral rights in and to any works subject to copyright protection within the Deliverables. Upon delivery of each RW Deliverable to Crossref, such RW Deliverable shall be deemed to be included in the definition of "RW Data".
- (b) Subject to compliance with Applicable Laws and to having appropriate ownership, license, and consent rights to do so, Crossref shall (i) make the RW Data openly available to CSI without charge during the Term, subject to the restrictions on use set out in Section 2.1(c), and (ii) make the RW Database (and the RW Data contained therein) openly available to the public generally under all appropriate licensing terms if and as determined by Crossref. Crossref will have sole discretion to determine the form and format of the RW Data, and the means of hosting and making available such RW Data. For purposes of this Section, "available" means reasonably accessible over the Internet in a manner consistent with how Crossref makes similar information available, and Crossref may use a single means of satisfying its obligations under (i) and (ii).
- (c) Notwithstanding anything to the contrary in Section 2.1(a) above, CSI may retain one copy of the RW Database (including the RW Data contained therein and any RW Updates) during the Term for archival purposes only; provided that, upon expiration or termination of this Agreement, CSI is permitted to use the RW Data under the same licensing terms that Crossref offers the RW Data to the public generally. For avoidance of doubt, CSI shall not use the archival copy of the RW Database for any commercial purpose during the Term, other than to provide the Services and as expressly permitted under the Transition Plan.
- (d) Crossref reserves the right to exclude for legal, risk, or policy reasons certain data from the RW Data, including data that may contain Personal Information (such as author name or information related to certain publishers), in which case the "RW Data" will be defined to exclude that information.

### 2.2 Performance of Services; Grant of Licenses.

- (a) CSI will perform, and provide Crossref with the right to access and use, the Services. CSI hereby grants to Crossref a limited, exclusive (except as necessary to comply with Section 5.2), sublicensable, worldwide right and license during the Term to access,

receive, and use the Services for its business purposes and otherwise in accordance with this Agreement. The Services include:

- (1) the services described in Schedule A to this Agreement;
- (2) exposure of the APIs, if any, listed in Exhibit 1 to Schedule A to Crossref for Crossref's development purposes, and maintenance of those APIs in a manner that enables Crossref functionality developed to connect with those APIs to be and remain inter-operable with the Services;
- (3) all services, functions, and responsibilities that are inherently or necessarily part of the Services that are reasonably required for the proper performance or provision of the Services;
- (4) the provision of all hardware, software, information, documentation (and any enhancements, modifications, improvements and new releases as may be applicable to the foregoing), personnel, and other resources used or required in order to perform or provide the Services;
- (5) support of and in connection with the foregoing, including as specified in Section 3 of this Agreement ("**Support Services**");
- (6) access to applicable documentation, as updated from time to time, and the right to use and copy the same; and
- (7) any other services to be provided by CSI as specified in this Agreement.

CSI acknowledges and agrees such license includes use of the Services by Crossref and its personnel and subcontractors.

(b) Grant of License to CSI's Trademarks.

- (1) CSI owns the trademarks RETRACTION WATCH, RETRACTION WATCH DATABASE, CSI, and CENTER FOR SCIENTIFIC INTEGRITY (the "CSI Marks") and all Intellectual Property Rights therein. CSI hereby grants to Crossref a worldwide, royalty-free, non-transferable, non-exclusive, irrevocable license to use the CSI Marks in connection with identifying and attributing the RW Data.
- (2) Crossref shall use the CSI Marks only in a form and manner consistent with the CSI Trademark Use Guidelines attached hereto as Schedule B. Crossref shall use reasonable efforts to maintain attribution of the RW Data and RW Updates as originating from Retraction Watch within Crossref's database and related documentation.

2.4. Except as expressly set forth in this Agreement, each Party retains all right, title, and interest in and to their respective Intellectual Property.

### **3. Support; Service Levels; Disaster Recovery**

3.1 Support Services. CSI shall provide Crossref with Support Services as set forth in Schedule C, including resolving Errors (as defined in Schedule C), removing Excluded Data (as defined in Schedule C), general troubleshooting and support, and such other things necessary to enable Crossref productive use of the Services.

3.2 Service Levels. CSI shall meet or exceed the Service Levels as set forth in Schedule D.

3.3 Disaster Recovery and Business Continuity. Throughout the term and at all times in connection with its actual or required performance of its obligations hereunder, CSI shall have, maintain, implement a Business Continuity and Disaster Recovery Plan for the Services (the "Plan") designed to minimize downtime and data loss resulting from an unexpected, sudden interruption in the Services. The Plan will provide for appropriate back-up and failover procedures to mitigate the impact of any unexpected disasters or interruptions to the Services, including periodic back-ups to minimize data loss and the maintenance of a back-up facility that is located in a geographically separate location from the primary facility and that is capable of providing the Services in accordance with this Agreement following a reasonable failover period. CSI shall test, review, and update the Plan on at least an annual basis, promptly remediate any deficiencies in the Plan upon become aware of them, and provide Crossref with copies of all reports and summaries resulting from any testing of or pursuant to the Plan promptly after CSI's receipt or preparation thereof.

#### **4. Acceptance Testing; Changes**

4.1 Acceptance Testing. As part of the Crossref Review (as defined in Schedule E) and as otherwise agreed by the Parties, Crossref may test a Deliverable ("Acceptance Test") to determine if it conforms to the requirements set out in this Agreement, including CSI's representations, warranties, and covenants regarding such Deliverable ("Acceptance Criteria"). Crossref will notify CSI in writing whether Crossref accepts or rejects such Deliverable following completion of such Acceptance Test. Crossref may reject, by delivering notice to CSI in writing (each, a "Notice of Nonconformance"), any Deliverable that does not conform to, and perform in accordance with, the Acceptance Criteria. If Crossref delivers to CSI a Notice of Nonconformance, then, in addition to any other remedies available to it, Crossref may require that CSI promptly make, at its sole cost and expense, all necessary corrections, repairs, fixes, modifications, or additions to or replacements of all or any part of the Deliverable so that it conforms to and performs in accordance with the applicable Acceptance Criteria and thereafter provide an updated version of the Deliverable to Crossref, at which point Crossref will have an opportunity to conduct another Acceptance Test of the updated version of the Deliverable. If Crossref issues three (3) Notices of Nonconformance for any Deliverable, then Crossref may terminate this Agreement in whole or in part, in which case: (a) Crossref will return the rejected Deliverable to CSI and destroy any and all copies of that Deliverable that were provided to Crossref by CSI pursuant to the Agreement; and (b) CSI will provide Crossref with a refund of all amounts paid for such rejected Deliverable. CSI will assist Crossref with the testing described in this Section 4.1, to complete such Acceptance Testing as reasonably required by Crossref. In no event will Crossref be deemed to have accepted any Deliverable unless it provides CSI with written notice of acceptance. CSI will provide reasonable cooperation to Crossref to enable the foregoing.

4.2 Changes. Each request or proposal for Change will be made and implemented in accordance with the provisions of this Section 4.2 (the "Change Process"). Either Party may request a Change by delivering a written statement to the other Party describing the Change and the reason for requesting it (each, a "Change Request"). Following the other Party's receipt of a Change Request, the Parties will negotiate in good faith whether the Change described in the Change Request is achievable,

and if so, the terms and conditions pursuant to which such Change will be implemented. If the Parties agree that the Change described in the Change Request is achievable, and the Parties come to agreement on the terms and conditions for the implementation of the Change, such terms and conditions shall be set forth in a document executed by representatives of both Parties (a "Change Order"). No Change will be implemented except as set forth in a Change Order. If the Parties disagree with respect to whether a Change described in a Change Request is achievable, or are unable to come to agreement as to the terms and conditions with respect to the implementation of such Change, then the Parties will follow the dispute resolution procedures set forth in Section 10.

## 5. Transition Period

5.1 Commencing on the Effective Date, the Parties shall follow the plan set out in Schedule E (the "Transition Plan"), which will address (i) the delivery of the RW Database (including the RW Data contained therein) to Crossref, (ii) Crossref's Acceptance Testing pursuant to Section 4.1 of the RW Database and RW Data, (iii) the wind-down and termination of Third Party Agreements, (iv) Crossref's assumption, and CSI's cessation, of hosting the RW Database (v) CSI's commencement of the Services, and (vi) any other transition-related activities agreed by the Parties. The period of time during which all of these are accomplished is the "Transition Period."

5.2 During the Transition Period, CSI will continue to host, maintain, and update a copy of the RW Database and to comply with the Third Party Agreements. Upon the completion of the Transition Period, and as soon as is feasible to not disrupt regular operations, CSI's copy of the RW Database shall be used for archival purposes only for the remainder of the Term.

## 6. Intentionally Omitted

## 7. Pricing and Payment

### 7.1 Pricing of and Payment for RW Database.

- (a) Subject to and in accordance with the other provisions of this Agreement (including the Crossref Review and Section 4.1), as full consideration for the delivery of, and assignment of all Intellectual Property Rights in, the RW Database (including the RW Data contained therein), Crossref shall pay CSI a total amount equal to One Hundred Seventy-Five Thousand U.S. Dollars (USD \$175,000.00) ("Database Purchase Price").
- (b) Crossref's payment of the Database Purchase Price shall be made in two payments as follows:
  - (1) Within thirty (30) days of receipt of the invoice from CSI pursuant to Section 7.6(a)(1) below, Crossref shall pay CSI an amount equal to fifty percent (50%) of the Database Purchase Price (the "Initial Database Payment").
  - (2) Within thirty (30) days of receipt of the invoice from CSI pursuant to Section 7.6(a)(2) below following Crossref's provision of a written notice of acceptance to CSI pursuant to the Crossref Review, Crossref shall pay CSI an amount equal to the remaining fifty percent (50%) of the Database Purchase Price ("Final Database Payment").

7.2 Pricing of and Payment for the Services and RW Updates.

- (a) Subject to and in accordance with the other provisions of this Agreement, in full consideration of the Services, the creation of RW Updates, the provision of the RW Deliverables, and CSI's performance of its obligations in connection with the Services under this Agreement, Crossref will pay CSI the fees ("Service Fees") provided during each period of the Term set out below (each, a "Contract Year"), in advance, as follows:

CONTRACT YEAR	SERVICE FEE (USD)
Contract Year 1: Go-Live Date (as defined in Section 7.6(b)(1) below) – 1 <sup>st</sup> anniversary of the Go-Live Date	\$120,000.00
Contract Year 2: 1 <sup>st</sup> anniversary of the Go-Live Date – 2 <sup>nd</sup> anniversary of the Go-Live Date	\$126,000.00
Contract Year 3: 2 <sup>nd</sup> anniversary of the Go-Live Date – 3 <sup>rd</sup> anniversary of the Go-Live Date	\$132,300.00
Contract Year 4 (Optional Renewal): 3 <sup>rd</sup> anniversary of the Go-Live Date – 4 <sup>th</sup> anniversary of the Go-Live Date	\$138,915.00
Contract Year 5 (Optional Renewal): 4 <sup>th</sup> anniversary of the Go-Live Date – 5 <sup>th</sup> anniversary of the Go-Live Date	\$145,860.75

- (b) Payment of Service Fees. Crossref will pay all undisputed Service Fees on invoices delivered in accordance with the requirements of Section 7.6(b) within thirty (30) days of the date of receipt of such invoice.

7.3 Responsibility for Costs. Except for the Database Purchase Price and the Service Fees set forth in Sections 7.1 and 7.2 above, there will be no other amounts payable by Crossref to CSI in respect of the acquisition of the Deliverables (including the assignment of all Intellectual Property Rights in such Deliverables) or the Services without Crossref having given its prior written approval to any such amount. Each Party will bear its costs arising out of the investigation, negotiation and execution of this Agreement and any Change Orders.

7.4 Expenses. In no event will any expenses or charges incurred or payable by CSI (including for any licenses, rights, materials, goods, or services) be reimbursable or payable by Crossref.

7.5 Taxes. All fees and amounts set forth this Agreement are exclusive of taxes. Crossref shall be solely responsible for all sales, service, value-added, use, excise, consumption, and any other taxes, duties, and charges of any kind, if any, imposed by any federal, state, or local governmental entity on any

amounts payable by Crossref under this Agreement, other than any taxes imposed on, or with respect to, CSI's income, revenues, gross receipts, personnel, real or personal property, or other assets. The Parties shall reasonably cooperate to more accurately determine each Party's tax liability and to minimize such liability to the extent legally permissible.

7.6 Invoicing. CSI will invoice Crossref for the Database Purchase Price and the Service Fees in accordance with the following requirements:

- (a) Invoicing the Database Purchase Price.
  - (1) No later than thirty (30) days after the Effective Date, CSI will provide Crossref with a single invoice for the Initial Database Payment.
  - (2) No later than thirty (30) days after the successful completion of the Crossref Review set forth in the Transition Plan, CSI will provide Crossref with a single invoice for the Final Database Payment.
- (b) Invoicing the Service Fees.
  - (1) Within thirty (30) days after the earlier of (i) the date of Crossref's first use of the Services in a production environment (the "Go-Live Date") and (ii) sixty (60) days after CSI's receipt of Crossref's written notice of acceptance regarding the RW Database, CSI will provide Crossref with an invoice for the Services and RW Deliverables to be provided to Crossref during Contract Year 1; and
  - (2) annually, on or within thirty (30) days prior to the commencement of each Contract Year, CSI will provide Crossref with an invoice for the Services and RW Deliverables to be provided to Crossref during the upcoming Contract Year.
  - (3) Each invoice for the Services will include: (i) information sufficient to substantiate the Service Fees for each component of Services (including the RW Deliverables) to be provided to Crossref; and (ii) refunds and credits, as applicable.

7.7 Payment. Crossref will pay all undisputed fees on invoices delivered in accordance with the requirements of Section 7.6 within thirty (30) days of the date of receipt of such invoice.

7.8 Disputed Amounts. Upon notice to CSI, Crossref may in good faith dispute Service Fees or other amounts billed to Crossref. Crossref is not obligated to pay Service Fees that are in dispute, and may withhold payment thereof, until such dispute is resolved in accordance with the dispute resolution procedures set out in Section 10.

## 8. Insurance

8.1 Insurance. During the term of this Agreement, CSI shall maintain insurance in the amounts and types as set forth on Schedule F.

## 9. Subcontractors; Other Service Providers



9.1 Subcontractors.

- (a) Except for individual independent contractors and “staff augmentation” personnel, CSI may not delegate or subcontract any of the Services or other obligations under this Agreement to a third party (each, a “Subcontractor”) without Crossref’s prior written consent.
- (b) CSI shall remain responsible and liable for any and all (i) performance required hereunder, including the proper supervision, coordination, and performance of the Services; and (ii) acts and omissions of each Subcontractor (including, such Subcontractor's employees and agents) to the same extent as if such acts or omissions were by CSI. Any act or omission by any Subcontractor or its employees or agents that would have been a breach of this Agreement if it had been conducted by CSI or its employees or agents shall be deemed to be a breach by CSI of this Agreement.
- (c) CSI shall reasonably manage, oversee, and control its Subcontractors to ensure conformance with the relevant terms of this Agreement. CSI shall disclose to Crossref, upon Crossref’s request, information regarding the Services performed by any Subcontractors. If a Subcontractor has access to Crossref’s Confidential Information, CSI shall enter into a written confidentiality agreement whereby such Subcontractor must be subject to confidentiality obligations that are as stringent as those applicable to CSI under this Agreement for use and protection of such Confidential Information.

9.2 Cooperation with Other Service Providers. CSI acknowledges that Crossref has entered into agreements, and may enter into agreements, with individuals or entities other than CSI for the supply of other products or services (“Other Service Providers”) and that the provision by Other Service Providers of those products or services may require the cooperation and assistance of CSI. At Crossref’s request, CSI will cooperate with, assist, and share information with the Other Service Providers in order to coordinate the performance by each Other Service Providers of their obligations with the performance of the obligations of CSI. If compliance with the obligations set out in this Section requires the disclosure of Confidential Information of CSI to an Other Service Provider, CSI may require the Other Service Provider to execute a non-disclosure agreement with CSI on reasonable terms.

**10. Dispute Resolution.**

10.1 If any dispute arises between the Parties, the Parties will in good faith attempt to resolve the dispute in accordance with the following dispute resolution procedure:

- (a) Each Party’s personnel with day-to-day involvement in the dispute will first attempt to resolve the dispute.
- (b) If such personnel are unable to resolve the dispute within seven (7) days after the dispute arose, the dispute will be escalated to the Parties’ executive directors (the “Executives”). The Executives will then attempt to resolve the dispute within fourteen (14) days following the receipt by it of notice of the dispute.
- (c) If these individuals cannot resolve the dispute within that time, then each Party may take whatever steps are necessary to protect its interests.

10.2 The Parties may not make a dispute the subject of litigation or other formal proceeding between the Parties before following the procedure described in Section 10.1. Notwithstanding the foregoing sentence, either Party may at any time during the pendency of a dispute: (a) seek available remedies in any forum if the dispute involves Confidential Information or the infringement, misappropriation, or violation of the Services; (b) seek injunctive or equitable relief; or (c) make a claim for indemnification.

10.3 Continued Performance. While a dispute is ongoing and except as otherwise expressly permitted under this Agreement, neither Party may cease to perform its obligations in accordance with, or otherwise comply with any of its obligations under, this Agreement.

## 11. Audit

11.1 Maintenance of Records. CSI will maintain all information relating to the provision of Services hereunder or CSI's performance of its obligations hereunder ("Audit Information") until the latest of: (a) seven (7) years after expiration or termination of the Term; or (b) the date all disputes and claims relating to this Agreement are resolved; unless earlier expressly permitted to destroy it pursuant to this Agreement.

11.2 Crossref's Audit Rights. Crossref shall have the right, no more than once per year and on thirty (30) days' written notice, to audit and inspect Audit Information, any facility or system involved in the performance of the Services, and CSI's personnel, in order to verify CSI's compliance with its obligations under this Agreement. Audits will be conducted during normal business hours and in a manner that does not materially interfere with the business operations of CSI. Any costs of such audits charged by a third party will be borne by Crossref unless an audit reveals an overpayment or a breach of the CSI's license or confidentiality or security obligations, in which case costs of the audit will be borne by CSI.

11.3 Remediation. CSI shall correct any deficiencies in the Services of which it becomes aware, including a result of any audit covered by this Section 11, as soon as reasonably possible.

## 12. Term; Termination

12.1 Term of the Agreement. The initial term of this Agreement is for the period commencing on the Effective Date and ending at the end of Contract Year 3 (the "Initial Term"). Thereafter, this Agreement will automatically renew for one (1) additional period of two (2) years (the "Renewal Term", and together with the Initial Term, the "Term"), unless either Party provides written notice to the other Party that it does not wish to renew this Agreement at least one hundred eighty (180) days prior to the end of the Initial Term.

### 12.2 Termination of the Agreement.

- (a) Crossref may, without the payment of any termination fee, penalty, or other amount, terminate this Agreement immediately upon written notice:
  - (1) if CSI defaults in performance of the Services or has otherwise materially breached any provision of this Agreement, and fails to cure such breach within thirty (30) days of receipt of written notice of such breach;

- (2) if a Crossref termination right stated in any other provision of this Agreement occurs.
- (b) Crossref may terminate this Agreement for any reason or no reason upon ninety (90) days' prior written notice to CSI without the payment of any termination fee, penalty, or other amount; provided, however, Crossref shall not be entitled to any refund of prepaid Fees that remain unused after the effective date of such termination, or after any relevant repatriation period, as applicable, solely as a result of Crossref's exercise of this termination right.
- (c) CSI may, without the payment of any termination fee, penalty, or other amount, terminate this Agreement immediately on written notice if Crossref materially breaches any provision of this Agreement and fails to cure such breach within thirty (30) days of receipt of written notice of such breach.
- (d) Either Party may terminate this Agreement:
  - (1) as set out in Section 17.8;
  - (2) if the other Party experiences an Insolvency Event. An "Insolvency Event" is deemed to occur if: a Party ceases to carry on business in the ordinary course; makes an assignment or experiences the levy, seizure, assignment or sale of substantially all of its assets for the benefit of its creditors; institutes any proceeding seeking: (1) to adjudicate it bankrupt or insolvent; (2) liquidation, dissolution, winding-up, reorganization, arrangement, protection, relief or composition of it or any of its property or debts or making a proposal with respect to it under any law relating to bankruptcy, insolvency, reorganization or compromise of debts or other similar laws; or (3) appointment of a receiver, receiver manager, trustee, agent, custodian or other similar official for it or for any substantial part of its properties and assets; or a creditor or any other third party privately commences an insolvency proceeding against or affecting the Party (except during any period up to ninety (90) days during which such proceeding is being contested in good faith by appropriate proceedings by the Party); and
  - (3) if an officer of the other Party, or the other Party's employee or agent who is materially involved in the performance of such Party's obligations hereunder, is or has been convicted of, or is in receipt of an administrative finding regarding, a crime involving fraud, dishonesty, or breach of trust.

12.3 Effect of Termination; Data Retention. Unless otherwise expressly provided in this Agreement, upon and after the termination or expiration of this Agreement:

- (a) CSI will cease performing the Services and Crossref will cease paying the Service Fees (other than as set out in subsection (c));
- (b) Except for those rights, authorizations, and licenses that expressly survive termination or expiration under the terms of this Agreement (including as set forth in Section 17.3), all rights, authorizations and licenses granted hereunder will immediately terminate;

- (c) Crossref shall pay to CSI all undisputed charges and other amounts due and payable to CSI, if any, under this Agreement, as of the date of expiration or termination;
- (d) CSI shall repay, on a pro rata basis, all credits, fees, expenses and other unused amounts paid by or owed to Crossref for any Services that CSI has not completed or performed as of the effective date of such expiration or termination, as applicable;
- (e) CSI shall: (1) promptly return to Crossref all originals and copies of all documents, materials, and other embodiments and expressions in any form or medium that contain, reflect, incorporate, or are based on Crossref's Confidential Information, in whole or in part (collectively the "Crossref Assets"); and (2), promptly following Crossref's written confirmation of receipt of the returned Crossref Assets, securely destroy any Crossref Assets in its possession, custody, or control (except to the extent any such Crossref Assets are permitted to be retained under this Agreement) and provide a written statement to Crossref certifying that it has complied with the requirements of this Section 12.3(e). Crossref may, in its sole discretion and upon written notice to CSI, elect to forgo its rights in whole or in part under subsection (1) to a return of the Crossref Assets; and
- (f) Crossref shall: (1) promptly return to CSI all originals and copies of all documents, materials, and other embodiments and expressions in any form or medium that contain, reflect, incorporate, or are based on CSI's Confidential Information, in whole or in part (collectively the "CSI Assets"); and (2), promptly following CSI's written confirmation of receipt of the returned CSI Assets, securely destroy the any CSI Assets in its possession, custody, or control (except to the extent any such CSI Assets are permitted to be retained under this Agreement) and provide a written statement to CSI certifying that it has complied with the requirements of this Section 12.3(f). CSI may, in its sole discretion and upon written notice to Crossref, elect to forgo its rights in whole or in part under subsection (1) to a return of the CSI Assets.
- (g) The restriction set out in Section 2.1(c) shall have no further force or effect. For avoidance of doubt, CSI may thereafter begin use of its retained copy of the RW Database pursuant to the same licensing terms that Crossref offers the RW Data to the public generally.

#### 12.4 Repatriation.

- (a) Upon termination of this Agreement, CSI will continue to perform the applicable Services, at Crossref's request, until the later of: (a) the transition of the terminated Services from CSI to Crossref or to its Other Service Provider is complete; or (b) a period of six (6) months or a longer period of time as may be agreed by the Parties (the "Repatriation Period"). CSI will cooperate in good faith to ensure an orderly and efficient transition of Services to Crossref or its Other Service Provider. During the Repatriation Period Crossref may terminate all or part of the transition of the Services upon thirty (30) days' prior written notice to CSI. Fees prepaid by Crossref in accordance with Section 7.2 shall apply to Services provided during the Repatriation Period for the remainder of the then current Contract Year; provided, however, if the Repatriation Period extends beyond such Contract Year, then Crossref will pay CSI in

advance, on a month-to-month basis, an amount equal to one-twelfth (1/12) the annual Fees Crossref would have paid for the next Contract Year had the Agreement not terminated

- (b) Notwithstanding anything to the contrary in this Section, all terms of this Agreement will continue to survive for so long as either Party is obligated to continue to perform its obligations under this Section, including CSI's obligations to meet all applicable Service Levels, honor all Service Credits (as applicable) and maintain all insurance to be carried by CSI in accordance with Section 8.1.

### **13. Confidentiality; Security; Privacy**

13.1 Confidentiality. Each Party recognizes that in the course of performing its obligations and exercising its rights under this Agreement, it (the "Receiving Party") will have access to non-public or proprietary information of the other Party or its licensors (the "Disclosing Party") that is marked "confidential" or by its nature should reasonably be considered to be confidential, including information about product designs and specifications, information that may be used alone or in combination to identify individuals ("Personal Information"), and other confidential proprietary data or information (all of the foregoing, "Confidential Information"). Each Party agrees that it will make no use and make no disclosure of the Confidential Information of the other Party except as necessary to perform such Party's obligations hereunder. As between the two Parties, each shall at all times remain the sole and exclusive owner of its or its licensors' Confidential Information.

13.2 Exclusions. Subject to Section 13.3, Confidential Information does not include information that: (i) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (ii) was or becomes generally known by the public other than by the Receiving Party's or any of its representatives' noncompliance with this Agreement; (iii) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (iv) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

13.3 Exceptions to Section 13.2. None of the exclusions set forth in Section 13.2 apply to Personal Information.

13.4 Legal Obligation to Disclose. Unless otherwise prohibited by Applicable Law, if the Receiving Party becomes legally obligated to disclose Confidential Information, the Receiving Party will give the Disclosing Party prompt written notice sufficient to allow the Disclosing Party to seek a protective order or other appropriate remedy, and will reasonably cooperate with the Disclosing Party's efforts to obtain such protective order or other remedy at the Disclosing Party's expense, and in the event the Receiving Party is unable to do so, the Receiving Party will (so long as not prohibited by Applicable Law from doing so) advise the Disclosing Party immediately subsequent to such disclosure. The Receiving Party will disclose only such information as is required, in the opinion of its counsel, and will use commercially reasonable efforts to obtain confidential treatment for any Confidential Information that is so disclosed.

13.5 CSI's Security Obligations. CSI shall implement reasonable administrative, technical, and physical controls in accordance with industry standards that are designed to secure Crossref's Confidential Information within CSI's or its Subcontractors' control or possession from unauthorized access and use,

and shall utilize industry standard technology to do so. CSI's obligation to provide security for Crossref's Confidential Information shall include, but not be limited to, the inclusion of industry standard virus software and firewalls and the requirement that CSI update such technological protections as is necessary to protect Crossref's Confidential Information and as vulnerabilities in existing technological protections are identified. CSI shall be fully liable for any breach of security resulting in unauthorized access, use, or disclosure of Crossref's Confidential Information while that information is in CSI's or its Subcontractors' control or possession.

13.6 Notice of Data Breach. In the event either Party (the "Notifying Party") knows or reasonably believes that there has been: (i) any unauthorized access, use or disclosure to or of Confidential Information of the other Party (the "Notified Party"), (a "Data Security Breach"), the Notifying Party shall, at its sole cost and expense, and without limiting the Notified Party's rights and remedies under this Agreement at law or in equity, take the following actions promptly notify the Notified Party upon learning the applicable facts of such Data Security Breach

13.7 Privacy.

- (a) CSI shall comply with all Applicable Privacy Laws, including the GDPR and UK GDPR, as applicable, and shall be fully liable and responsible for its compliance with such Applicable Privacy Laws.
- (b) In addition to the obligations of the Parties otherwise stated in this Agreement, CSI shall timely respond to any request to locate, access, update, correct, or delete Personal Information, or modify the permitted processing of such Personal Information, or any request for data portability (collectively, "Privacy Requests"), to the extent such a Privacy Request relates to Personal Information that is or may be contained within the RW Database or RW Data. CSI's responses to Privacy Requests shall be made in a manner that complies with Applicable Privacy Laws and facilitates Crossref's compliance with Applicable Privacy Laws.
- (c) If CSI determines that any modification or deletion is required by Applicable Privacy Law in response to a Privacy Request, CSI shall incorporate such modification or deletion into its next RW Deliverable.
- (d) Crossref shall promptly refer any Privacy Request that it receives to CSI.
- (e) CSI shall maintain detailed records relating to Privacy Requests and CSI's responses to such Privacy Requests, and will provide such records to Crossref promptly upon request. For avoidance of doubt, such records are "Audit Information".

## 14. Representations and Warranties

14.1 Mutual Representations and Warranties. Each of the Parties represents and warrants that:

- (a) it is a duly organized, validly existing corporation or other legally recognized business organization, in good standing under the laws of its jurisdiction of incorporation with its principal place of business as listed in the preamble to this Agreement;

- (b) it has the full right, power, and authority to execute and deliver this Agreement and to carry out and perform all of its obligations under this Agreement;
- (c) this Agreement, when executed and delivered, will constitute valid and binding obligations of the Party, enforceable against it in accordance with this Agreement's terms except as such enforcement may be limited by: (i) applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application, now or hereafter in effect, affecting enforcement of creditor's rights, or (ii) general principles of equity that restrict the availability of equitable remedies.

14.2 Additional CSI Representations, Warranties, and Covenants. CSI represents, warrants, and covenants that:

- (a) At the time immediately prior to assignment to Crossref pursuant to Section 2.1(a), CSI owns all rights, title, and interest in and to the Deliverables sufficient to assign to Crossref the rights, title and interest in and to the Deliverables as contemplated by this Agreement, and all Deliverables will be free and clear from any encumbrance, lien, pledge, charge, or security interest;
- (b) CSI owns right, title, and interest in and to the Services sufficient to grant Crossref the rights and licenses granted pursuant to this Agreement and for Crossref to use the Services in accordance with and as contemplated by this Agreement, and CSI has entered into, and CSI will enter into, agreements with all CSI's personnel and Subcontractors for the assignment and waiver of Intellectual Property Rights and the treatment of Confidential Information in accordance with the terms of this Agreement;
- (c) the performance by CSI of its obligations under this Agreement, and the receipt, use, and possession of the Services and Deliverables (whether separately or together in combination) by Crossref in accordance with this Agreement, do not and will not infringe, violate, or misappropriate the Intellectual Property Rights of any third party;
- (d) the Deliverables and Services will comply with all Applicable Law, including Applicable Privacy Laws, and CSI has obtained and maintains all required consents, permissions, and authorizations with respect to Personal Information contained in the Deliverables;
- (e) CSI shall comply with all Applicable Law, including Applicable Privacy Laws, anti-corruption and money laundering laws, and trade control laws.
- (f) CSI will provide the Services in accordance with the terms and subject to the conditions set out in this Agreement, using personnel of appropriate skill, experience and qualifications, and in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services;
- (g) CSI will provide the Deliverables in conformance with this Agreement, the Deliverables will be Error-free, and the Deliverables will not contain any illegal, pornographic, defamatory, or inappropriate content;

- (h) The Deliverables do not contain any virus, Trojan horse, worm, logic bomb, drop-dead device, backdoor, or shutdown mechanism, that is intended or designed to, is likely to or has the effect of disabling, denying authorized access to, permitting unauthorized access to, repossessing, damaging, destroying, corrupting or otherwise affecting or interfering with the provision of the Services or the normal use of any of CSI's or Crossref's systems, any Deliverable, or any data or files on or used in conjunction with any of the aforementioned.

## 15. Indemnification

15.1 CSI Indemnification of Crossref. CSI will defend, indemnify, and hold harmless Crossref and its directors, officers, employees, personnel, and representatives (each an "Indemnitee") from and against any and all losses, liabilities, costs (including attorneys' fees), and damages incurred by Crossref as a result of claims arising out of or based on: (i) the RW Data, RW Deliverables, or RW Updates; (ii) the Services; (iii) CSI's violation of any Applicable Privacy Law (including GDPR or UK GDPR); or (iv) any breach of CSI's representations and warranties under this Agreement, except if caused by modification by Crossref of the RW Data.

15.2 Indemnification Procedures. Crossref shall promptly give notice to CSI of any claim subject to indemnification (the "Claim Notice"), provided that the delay of or failure to give notice will not affect any Indemnitee's rights hereunder except to the extent the CSI has been prejudiced by reason of the delay or failure. Following receipt of a Claim Notice, the CSI will, at its expense, assume control of the negotiation, settlement and defense of the claim. Crossref may participate in the defense of such third-party claim and to employ counsel of its choosing at its expense. Upon fulfillment of its obligations with respect to indemnification, including payment in full of all amounts due pursuant to its indemnification obligations, CSI will be subrogated to the rights of the Indemnitees with respect to the claims to which such indemnification relates. The Parties will reasonably communicate and cooperate in CSI's defense of the claim. If CSI fails to comply with its indemnification obligations hereunder, then Crossref (upon notice to CSI) will have the right to undertake the defense, compromise or settlement of such claim, by counsel or other Representatives of its choosing, and any reasonable fees and expenses incurred by Crossref will be considered costs for which Crossref will be entitled to indemnification. Absent Crossref's express written consent, CSI may only agree to any settlement or entry of judgment if: (a) CSI agrees in writing to pay all amounts payable; (b) the settlement or judgment: (1) includes a written release of the Indemnitees and CSI from all liability for the claim that is reasonably satisfactory to Crossref; (2) does not impose any injunction or restriction on the Indemnitees, (3) does not include an admission or stipulation of any Indemnitee's liability or any element or evidence of liability; and (4) the settlement or judgment is subject to a non-disclosure agreement.

## 16. Warranties and Limitations of Liability

16.1 **IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOSS OF DATA, LOSS OF PROFITS, COST OF COVER OR OTHER SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, REGARDLESS OF THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

16.2 **IN NO EVENT SHALL EITHER PARTY'S LIABILITY FOR DIRECT DAMAGES, PER CLAIM, EXCEED THE FEES PAID BY CROSSREF TO CSI IN THE TWENTY-FOUR MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.**



16.3 THE LIMITATIONS SET FORTH IN SECTIONS 16.1 and 16.2 SHALL NOT APPLY TO LIMIT: (A) CSI'S OBLIGATION TO INDEMNIFY, DEFEND, AND HOLD HARMLESS UNDER SECTION 15; (B) EITHER PARTY'S LIABILITY FOR SUCH PARTY'S BREACH OF ITS CONFIDENTIALITY OR SECURITY OBLIGATIONS; OR (C) CSI'S LIABILITY FOR INTENTIONAL CESSATION OF CSI'S OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING INTENTIONAL CESSATION OF PROVISION OF THE SERVICES DURING THE TERM.

16.4 EXCEPT FOR THE WARRANTIES PROVIDED IN THIS AGREEMENT: THE PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING AS TO THE PERFORMANCE, QUALITY, MERCHANTABILITY, TITLE/NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR CAPABILITIES OF THE SERVICES OR THE PUBLISHER CONTENT, OR ANY ELEMENTS THEREOF; AND ANY SUCH WARRANTIES ARE HEREBY EXCLUDED.

## 17. General

17.1 Notices. Written notice under this Agreement shall be effective if sent to the Party's address set forth in the preamble as follows: (i) by personal service, on the same day, or (ii) by internationally recognized courier (e.g., FedEx, UPS), on the next Business Day following the scheduled delivery date. Notices to Crossref shall be marked to the attention of the Executive Director; notices to CSI shall be marked to the attention of the Executive Director. A Party may change its designated address or recipient for notice on written notice to the other Party.

17.2 Time of the Essence. Time is of the essence for this Agreement.

17.3 Survival. Sections 2.1(a), 2.2(b), 10.1, 10.2, 12.3, 12.4, 13.1-6, 14.2(a), 15, 16, and 17 shall survive the expiration or termination of this Agreement.

17.4 Waiver. The failure of either Party to require performance by the other Party of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall the waiver by either Party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

17.5 Severability. Wherever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under Applicable Law. If any portion of this Agreement is declared invalid for any reason, such declaration will have no effect upon the remaining portions of this Agreement, which will continue in full force and effect as if this Agreement had been executed with the invalid portions thereof deleted; provided, however, if such severability will negate in any material respect the terms of this Agreement, then the Parties will negotiate in good faith to amend the invalid terms in a manner so that such terms will not be invalid.

17.6 Headings; Interpretation. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement. The word "including" means "including without limitation."

17.7 Public Announcements. Neither Party shall use the other Party's trademarks, service marks, trade names, logos, domain names, or other indicia of source, affiliation, or sponsorship, in each case, without the prior written approval of the other Party, which will not be unreasonably withheld or delayed. Furthermore, prior to any public communication about the Agreement, the Parties will agree on the content of joint communications, to be published at a mutually agreed time.

17.8 Force Majeure. Neither Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any acts of God, flood, fire, earthquake or explosion; war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; pandemic or epidemic; or national or regional emergency (each of the foregoing, a "Force Majeure Event"), in each case, provided, that (i) such event is outside the reasonable control of the affected Party; (ii) the affected Party provides prompt notice to the other Party, stating the period of time the occurrence is expected to continue; and (iii) the affected Party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event. If a Force Majeure Event prevents a Party from performing any of its obligations for a continuous period of 30 days, the other Party may terminate this Agreement by providing thirty (30) days written notice to the other Party.

17.9 Governing Law. This Agreement will be governed by and interpreted in accordance with the laws of the State of New York without application of any conflicts of law rules to the contrary.

17.10 No Agency. Nothing contained herein shall be construed as creating any agency, partnership, franchisor-franchisee relationship, or other form of joint enterprise between the Parties.

17.11 Assignment. Neither Party may assign or delegate its rights or obligations under this Agreement in whole or in part without the prior written consent of the other Party. Any assignment in violation of this Section shall be null and void.


17.12 Entire Agreement. This is the entire agreement between the Parties, which supersedes any prior agreement, whether written, or oral, relating to the subject matter of this Agreement. This Agreement may only be changed by mutual agreement of authorized representatives of the Parties in writing. Each Party acknowledges that it has not relied on any representations not set forth in this Agreement, whether written or oral, as a basis for entering into this Agreement or with respect to the subject matter of this Agreement.

17.13 Amendment. This Agreement may not be amended except by a signed written agreement between the Parties that expressly provides for such amendment. Any other attempted amendment shall be null and void.

*[signature pages follow]*

The Parties have executed this Agreement as of the Effective Date by their authorized representatives' signatures below.

THE CENTER FOR SCIENTIFIC INTEGRITY, INC.


By:  \_\_\_\_\_

Name: Ivan Oransky

Title: Executive Director

08 / 23 / 2023

PUBLISHERS INTERNATIONAL LINKING  
ASSOCIATION, INC. (DBA CROSSREF)

By:  \_\_\_\_\_

Name: Ed Pentz

Title: Executive Director

08 / 23 / 2023

Exhibit List

Schedule A Description of Services

Exhibit 1 Frequency and Means of Transmission, Composition, and Formatting of RW Deliverables

Schedule B CSI Trademark Use Guidelines

Schedule C CSI Support Services

Schedule D Service Levels

Exhibit 1 Service Levels

Schedule E Transition Plan

Schedule F Insurance Requirements

SCHEDULE A

CSI Services

CSI shall:

1. monitor, on a daily basis, publisher, society, and journal websites for RW Updates;
2. periodically provide an RW Deliverable that includes all RW Updates to Crossref, in accordance with the timing, terms, and specifications of Exhibit 1 and the Service Levels; and
3. maintain all RW Data, including ensuring that such RW Data is and remains accurate.

EXHIBIT 1 to Schedule A

RW Specifications

Frequency and Means of Transmission, Composition, and Formatting of RW Deliverables

1. Frequency

CSI shall provide an RW Deliverable to Crossref once per Business Day, at a minimum. CSI shall include RW Updates in an RW Deliverable within one (1) Business Day after CSI's identification of such RW Updates.

2. Method of Delivery

- (a) Until notice from Crossref to change the method of delivery as set forth in Section 2(b) below, CSI shall provide the RW Deliverables to Crossref, in the format specified in Section 3, to the Crossref email address specified by Crossref.
- (b) Upon notice from Crossref, CSI shall cease emailing the RW Deliverables and shall instead upload each RW Deliverable, in the format specified in Section 3, to the Crossref-hosted FTP server specified by Crossref and in accordance with Crossref's instructions.
- (c) CSI shall use the following file naming convention for each RW Deliverable emailed or uploaded: {ISO 8601}.csv (e.g., 2023-05-09.csv). If more than two RW Deliverables are made per day, then append "-{version-number}" (e.g., 2023-05-09-2.csv)
- (d) Notwithstanding anything to the contrary in Section 4.2 of the Agreement, Crossref reserves the right to change the method of delivery at any time. CSI will be consulted in advance of a change to the method of delivery. Notice of the change will be provided in writing to CSI, who will have 30 days to accommodate a change. Crossref will provide technical training and tooling as needed to support a change in the method of data delivery.

3. Format of RW Data

- (a) The RW Deliverable shall include all newly identified RW Updates integrated into a complete copy of the then current RW Database and shall reflect all (i) removals of Excluded Data, and (ii) other updates to the RW Data required to comply with the terms of the Agreement and Applicable Law.
- (b) Data elements to be provided in each RW Deliverable, in .csv format:

Data element	Definition	Format	Required/opti onal
Record ID	Internal RW identifier for the retraction record	numeric	R
Title	Title of the work being retracted	free-text	R
Subject	Subject classification of the work being retracted	The prefixes are: (B/T): Business and Technology (BLS): Basic Life Sciences (ENV): Environmental Sciences (HSC): Health Sciences (HUM): Humanities (PHY): Physical Sciences (SOC): Social Sciences	R

Institution	Affiliation(s) of the authors of the work	free-text	R
Journal	Title of the journal (or platform for preprints or other content types) publishing the work that has been retracted	free-text	R
Publisher	Publisher of the work being retracted	free-text	R
Country	Countries are determined by the affiliations given. In a few cases where affiliations are not given or may be fraudulent, Countries have been assigned based on subsequent information from Retraction Watch posts, or published (reliable) sources. Multiple countries can be assigned based on the affiliations.	free-text (or use specific vocabulary?)	R
Author	Author(s) of content item being retracted	free-text	R
URLS	The URLs apply to a single Retraction Watch post, or may apply to a general name or subject having several posts.	follows valid URL pattern	O/required if available
ArticleType	Type of content item/article being retracted	free-text	R
RetractionDate	Date retraction posted online	ISO 8601 format	R
RetractionDOI	DOI of retraction notice	Follows DOI url pattern: <a href="https://doi.org/10.XXXX/suffix">https://doi.org/10.XXXX/suffix</a>	Required if available
RetractionPubMedID	PubMed ID of retraction notice	From the PMID field in PubMed Entries. All zeros or empty indicates no PMID found at the time the article was entered. Some retractions have been indexed in PubMed multiple times. The lowest number is the one entered into the database.	Required if available
OriginalPaperDate	Date original content posted online	ISO 8601 format	R
OriginalPaperDOI	DOI of content item being retracted	Follows DOI url pattern: <a href="https://doi.org/10.XXXX/suffix">https://doi.org/10.XXXX/suffix</a>	Required if available
OriginalPaperPubMedID	From the PMID field in PubMed Entries.	From the PMID field in PubMed Entries. All zeros or empty indicates no PMID found at the time the article was entered. Some retractions have been indexed in PubMed multiple times. The lowest number is the one entered into the database.	O
Nature Of Notice	What type of event it is	Is it a retraction, expression of concern, correction, or reinstatement	R
Reason	Most entries have multiple reasons for retractions, which defaults to an alphabetical list. Reasons for Corrections and Expressions of Concern are drawn from the same list as for retractions – there is no difference in definitions of reasons based on the Nature of the Notice.	From RW taxonomy	R

	Some "Reasons" are more descriptive of the nature of the notice, and not of the actual reason. For example, "Notice – Lack of" indicates that the article was removed from the Table of Contents without any related notice, not that there is no reason for provided in a notice.		
Paywalled	Retraction notice paywalled?	Yes/No	R
Notes	extra comments concerning the article, authors, journal of publisher.	free-text	O



## SCHEDULE B

### CSI Trademark Use Guidelines

The use of the CSI Marks by Crossref should adhere to their intended purpose, as described below:

- **CENTER FOR SCIENTIFIC INTEGRITY or CSI:** refers to the organization that was established to promote transparency and integrity in science and scientific publishing. CSI authors reports and articles on scientific integrity and established a database of retractions, expressions of concern, and related events.
- **RETRACTION WATCH:** is the name of the blog run by CSI that reports on issues of research integrity. It maintains its complete editorial independence from any partners, donors, or services, including services offered to Crossref as part of this Agreement.
- **RETRACTION WATCH DATABASE:** refers to the database of records that includes corrections, retractions, expressions of concern, and other related updates.

Crossref agrees that all use of the CSI Marks shall be to the benefit, and be on behalf, of CSI.

## SCHEDULE C

### CSI Support Services

#### **1.1**    **Definitions**

In this Schedule, the following terms will have the meaning set forth below:

- (a)    **“Business Day”** means, for purposes of this Schedule, any day other than Saturday, Sunday, or a US federal holiday.
- (b)    **“Business Hours”** means, for purposes of this Schedule, the hours of 9am to 5pm EST on a Business Day.
- (c)    **“Error”** means (i) any failure or degradation of all or part of the Services that results in the Services not conforming to or performing in accordance with all or part of the documentation, (ii) inaccurate or incomplete information provided in the RW Data or RW Deliverable or (iii) RW Data or an RW Deliverable that is provided in an incorrect or incompatible format.
- (d)    **“CSI Support Email Address”** means an email address established and monitored by CSI that is dedicated to receiving and communicating about Crossref’s requests for Support Services.

**1.2**    **Support Services.** CSI will provide the Support Services for the Services and Deliverables to Crossref during Business Hours in accordance with this Section 1.2.

- (a)    **Resolution of Errors.** CSI will respond to and resolve Errors as follows:
  - (i)    Upon the discovery of an Error by CSI, or receipt of the notification of an Error from Crossref via the CSI Support Email Address, CSI will promptly, but no later than one (1) Business Day later, acknowledge its discovery of such Error, or its receipt of Crossref’s notification, to Crossref via the CSI Support Email Address.
  - (ii)    CSI will use reasonable efforts to investigate, diagnose, analyze, and achieve a solution to the Error (if a temporary solution, a **“Workaround”**, and if a permanent solution that that correct or eliminates the Error, a **“Resolution”**) within two (2) Business Days; provided, however, if CSI first achieves a Workaround, CSI will continue to use reasonable efforts to achieve a Resolution to the Error until such Resolution is achieved.
- (b)    **RW Updates Not Received.**
  - (i)    In the event that CSI is unable to timely deliver an RW Update on a Business Day as a result of a staff shortage or a technical issue in transferring the data to Crossref arising from CSI’s systems (in each case, a **“CSI Delivery Failure”**), CSI shall, upon becoming aware of the issue, promptly notify Crossref of such failure.
  - (ii)    In the event an RW Update not timely received on a Business Day, Crossref may enquire with CSI as to whether the delay is due to (A) a CSI Delivery Failure; (B) a lack of new retraction or correction information, expressions of concern, or related publishing events; or (C) a reason not accounted for in subclauses (A) or (B). Within twenty-four (24) hours

after receiving such enquiry, CSI will respond and confirm the cause of the delay (and in the case the delay was caused by some reason not accounted for in subclause (A) or (B), CSI shall include in its response a description of the cause). If the cause of the delay is a broken connection, each Party will use commercially reasonable efforts to diagnose the source of the issue within twenty-four (24) hours and will determine who is responsible for resolving the issue; provided, however, that if the cause of the broken connection is determined to arise from CSI's systems, then such a delay will be deemed a CSI Delivery Failure.

- (c) Exclusion of Data from RW Data. Upon Crossref's request to exclude for legal, risk, or policy reasons certain data from the RW Data, including data that may contain Personal Information (such as author name or information related to certain publishers) ("**Excluded Data**"), which request shall be made via email to the CSI Support Email Address, CSI will promptly, but in no event more than three (3) Business Days, take all steps necessary to permanently remove such Excluded Data from the RW Database and RW Data.
- (d) General Troubleshooting and Support Assistance. Upon Crossref's request for general support, troubleshooting assistance, or such other things necessary to enable Crossref productive use of the Services and Deliverables, which request shall be made via email to the CSI Support Email Address, CSI will promptly respond to such request and use reasonable efforts to resolve or assist with such support request.

## SCHEDULE D

### Service Levels

#### **1.1 Service Levels for Services**

- (1) CSI will continuously monitor the Services to ensure that CSI is meeting the service levels set forth in this Schedule or otherwise agreed by the Parties (the "Service Levels"). Crossref will make CSI aware of any Service Level failure that it detects in the Services, and CSI will respond to such notifications in accordance with the applicable requirements set out in Exhibit 1.
- (2) For each Service Level failure of which it becomes aware, CSI will: (a) investigate, assemble and preserve pertinent information with respect to, and report on the causes of, the problem; (b) promptly correct the problem in accordance with the applicable requirements set out in Exhibit 1; and (c) take appropriate preventative measures so that the problem does not recur.
- (3) CSI will keep complete and accurate records related to the Service Levels and will provide Crossref with access to such records promptly upon Crossref's request. Such records, including those relating to Errors (as defined in Schedule C), are "Audit Information," with a retention period commencing on the date when Resolution is achieved.

#### **1.2 Service Credit and Termination**

- (1) Except as set forth in Section 1.2(2) below, in the event of a Persistent Service Level Failure (as defined in Exhibit 1), CSI shall be obligated to issue a refund or credit to Crossref ("**Service Credit**") in order to compensate Crossref, in part, for the reduced value of the Services provided by CSI (and not as a penalty or exclusive liquidated damages). The amount of the Service Credit and the methodology used to calculate the Service Credit will be set forth in the table attached as Exhibit 1. In each event, Service Credit shall be applied as a credit to the next payment due to CSI from Crossref; provided, however, if there is no next payment due (i.e., if this Agreement has expired or been terminated), CSI shall promptly issue a refund to Crossref in an amount equal to the Service Credit.
- (2) CSI will not be responsible for any Service Level failure or Error to the extent such Service Level failure or Error is directly attributable to (a) the occurrence of a Force Majeure Event; or (b) any act, omission, or failure by Crossref (each an "**Excusable Event**").
- (3) Service Credits will be aggregated for the applicable period of measurement and be applied to the next available invoice issued by CSI to Crossref, or issued to Crossref as a refund, as set forth in Section 1.2(1). Service Credits will not be deducted from damages to which Crossref is entitled under this Agreement, nor will Service Credits be included in calculating the limitation of liability amount in Section 16.2 of the main terms of the Agreement. Service Credits that are expressed as percentages are a percentage of the total annual Fees for the year in which the Service Credit accrued.
- (4) In addition to Service Credits, Crossref may terminate this Agreement immediately upon notice to CSI as set out in Exhibit 1.

- (5) The Parties acknowledge that each of the Service Credits specified herein are a reasonable estimate of the diminished value of the Services that may arise from the Service Level failure, which would be impossible or very difficult to accurately measure, is not intended as, and should be deemed to be, a penalty or forfeiture.

EXHIBIT 1 to Schedule D

Service Levels

<b>Reference Number:</b>	<b>Service Level #1</b>
<b>Service Level Name:</b>	RW Deliverable Integrity
<b>Service Level Requirement:</b>	Each RW Deliverable must be free of Material Errors. For purposes of this Exhibit 1, "Material Error" means data that is misattributed or miscategorized, or the lack of data that is available and that the public reasonably requires in order to evaluate the content of an existing entry in the RW Database.
<b>Measurement Process:</b>	Each time an RW Deliverable contains a Material Error constitutes a Service Level failure.
<b>Persistent Service Level Failure:</b>	Ten (10) Service Level # 1 failures in a rolling twelve (12) month period constitutes a "Persistent Service Level Failure"
<b>Credits:</b>	
<p>For the first Persistent Service Level Failure in a rolling twelve (12) month period, CSI shall credit or refund to Crossref five percent (5%) of the annual fees paid by Crossref for the Contract Year in which the tenth (10<sup>th</sup>) Service Level failure occurs.</p> <p>For <i>each additional</i> Persistent Service Level Failure in the same rolling twelve (12) month period (i.e., a total of twenty (20), thirty (30), forty (40), etc. Service Level #1 failures in the same rolling twelve (12) month period), CSI shall issue a Service Credit to Crossref in an amount equal to an additional five percent (5%) of the annual fees paid by Crossref for the Contract Year in which the tenth (10<sup>th</sup>) Service Level #1 failure occurs.</p> <p>For example:</p> <ul style="list-style-type: none"> <li>• if there are eleven (11) Service Level #1 failures in a rolling twelve-month period, and the tenth (10<sup>th</sup>) occurs in Contract Year 2, then the Service Credit will equal \$6,300.00 (i.e., 0.05 * \$126,000).</li> <li>• if there are thirty (30) Service Level #1 failures in the same rolling twelve-month period, and the tenth (10<sup>th</sup>) occurs in Contract Year 2 and the twentieth (20<sup>th</sup>) and thirtieth (30<sup>th</sup>) occur in Contract Year 3, then the Service Credit will equal \$6,300.00 (i.e., 0.05 * \$126,000) for the <u>first</u> Persistent Service Level Failure, plus an additional \$13,230.00 (i.e., 0.05 * \$132,300 * 2) for the <u>second</u> and <u>third</u> Persistent Service Level Failures.</li> </ul>	
<b>Termination Right:</b>	
<i>In addition to the Service Credits set out above</i> , in the event that twenty (20) or more Service Level #1 failures occur in the same rolling twelve (12) month period, Crossref shall have the right to terminate the Agreement immediately upon notice to CSI.	
<b>Response and Resolution Requirements:</b>	
CSI will confirm its receipt of a notification by Crossref of a Service Level # 1 failure within twenty-four (24) hours after receiving such notification. CSI will correct a Service Level #1 failure of which it becomes aware (whether independently or by receiving notice from Crossref) prior to delivery of the next RW Update.	

<b>Reference Number:</b>	<b>Service Level #2</b>
<b>Service Level Name:</b>	RW Deliverable Delivery Time and Frequency
<b>Service Level Requirement:</b>	Every RW Deliverable must be received by 5pm EST each Business Day.
<b>Measurement Process:</b>	Each time an RW Deliverable is received after 5pm EST on a Business Day or is not received on a Business Day as a result of CSI Delivery Failure (as defined in Schedule C) constitutes a Service Level #2 failure.
<b>Persistent Service Level Failure:</b>	Five (5) Service Level # 2 failures in a rolling twelve (12) month period constitutes a "Persistent Service Level Failure"
<b>Credits:</b>	
<p>For the first Persistent Service Level Failure in a rolling twelve (12) month period, CSI shall credit or refund to Crossref five percent (5%) of the annual fees paid by Crossref for the Contract Year in which the fifth (5<sup>th</sup>) Service Level failure occurs.</p> <p>For <i>each additional</i> Persistent Service Level Failure in the same rolling twelve (12) month period (i.e., a total of ten (10), fifteen (15), twenty (20), etc. Service Level #2 failures in the same rolling twelve (12) month period), CSI shall issue a Service Credit to Crossref in an amount equal to an additional five percent (5%) of the annual fees paid by Crossref for the Contract Year in which the fifth (5<sup>th</sup>) Service Level failure occurs.</p> <p>For example:</p> <ul style="list-style-type: none"> <li>• if there are six (6) Service Level #2 failures in a rolling twelve-month period, and the fifth (5<sup>th</sup>) occurs in Contract Year 2, then the Service Credit will equal \$6,300.00 (i.e., 0.05 * \$126,000).</li> <li>• if there are fifteen (15) Service Level #2 failures in the same rolling twelve-month period, and the fifth (5<sup>th</sup>) occurs in Contract Year 2 and the tenth (10<sup>th</sup>) and fifteenth (15<sup>th</sup>) occur in Contract Year 3, then the Service Credit will equal \$6,300.00 (i.e., 0.05 * \$126,000) for the <u>first</u> Persistent Service Level Failure, plus an additional \$13,230.00 (i.e., 0.05 * \$132,300 * 2) for the <u>second</u> and <u>third</u> Persistent Service Level Failures.</li> </ul>	
<b>Termination Right:</b>	
<p><i>In addition to the Service Credits set out above</i>, in the event that ten (10) or more Service Level failures occur in the same rolling twelve (12) month period, Crossref shall have the right to terminate the Agreement immediately upon notice to CSI.</p>	
<b>Response and Resolution Requirements:</b>	
<p>CSI will resolve a Service Level #2 failure by delivering an RW Update within twenty-four (24) hours after becoming aware of the failure (either independently or by receiving an enquiry from Crossref).</p>	

<b>Reference Number:</b>	<b>Service Level #3</b>
<b>Service Level Name:</b>	Nonmaterial Errors
<b>Service Level Requirement:</b>	Each RW Deliverable must be free of Nonmaterial Errors. For purposes of this Service Level #3, "Nonmaterial Error" means any Error that is not a Material Error (as defined in Service Level #1), including, for example, typos, transposed numbers, and incorrect URL spellings.
<b>Measurement Process:</b>	Each time an RW Deliverable contains a Nonmaterial Error constitutes a Service Level #3 failure.
<b>Persistent Service Level Failure:</b>	N/A
<b>Credits:</b>	
None.	
<b>Termination Right:</b>	
None.	
<b>Response and Resolution Requirements:</b>	
CSI shall respond to a notification from Crossref identifying a Service Level #3 failure within one (1) Business Day, and shall correct the Nonmaterial Error prior to delivery of the next RW Update.	



## SCHEDULE E

### Transition Plan

1. Delivery of the RW Database; Provision of Information; Hosting of RW Database.
  - (a) Upon receipt of the Initial Database Payment, CSI shall deliver the RW Database (and the RW Data contained therein) in .csv format via upload to a file transfer protocol (FTP) site designated by Crossref.
  - (b) CSI shall provide to Crossref information and data on the dissemination and usage of RW Data for the two (2) years immediately preceding the Effective Date, which provision shall be subject to confidentiality obligations and any other contractual restrictions to which CSI is subject.
  - (c) CSI will continue to host, maintain, and update a copy of the RW Database for the duration of the Transition Period as set out in Section 5.2 of the main terms of the Agreement.
2. Crossref Review. In accordance with Section 4.1 of the main terms of the Agreement, upon receiving the RW Database, Crossref will have a period of twenty-one (21) Business Days to conduct an Acceptance Test (the "Crossref Review"). If Crossref provides a written notice of acceptance to CSI regarding the RW Database (whether originally or as corrected by CSI pursuant to the process above), then CSI may invoice Crossref for second installation of the Database Purchase Price as set out in Section 7.1(b) of the Agreement.
3. Third Party Agreements.
  - (a) CSI shall continue to comply with and perform under each Third Party Agreement (including collecting and retaining fees owing to CSI under such Third Party agreement) until terminated in accordance with this Section 3;
  - (b) Following Crossref's provision of a written notice of acceptance to CSI pursuant to the Crossref Review, CSI shall timely provide any notices of termination "without cause," or if there is no termination without cause right, notices of non-renewal that are required to allow the Third Party Agreements to expire at the end of the then current term, in accordance with a timeline to be agreed by the Parties, taking into account the need for communication with RW Licensees about such termination and the RW Licensees' options for receiving replacement services from Crossref (each a "Third Party Agreement Termination Date").
  - (a) CSI is prohibited from either (i) renewing any Third Party Agreement, or (ii) entering into any new agreements with third parties related to the RW Database or RW Data.
  - (b) In the event an RW Licensee would like to terminate a Third Party Agreement prior to the applicable Third Party Agreement Termination Date, CSI shall permit such early termination.
4. Preparation for Go-Live Date. The Parties will take such other steps as are necessary for (a) Crossref to assume hosting of the RW Database and RW Data, (b) CSI to cease hosting the RW Database and RW Data, and (c) CSI to commence the Services.
5. Go-Live Date. The Transition Period shall end on Go-Live Date, and billing for the Services will commence in accordance with Section 7.2 of the Agreement.

SCHEDULE F  
Insurance Requirements

- (1) Prior to commencing the Services and for the duration of the Term, CSI will maintain, without interruption at their own expense, insurance having the following coverage:
  - (a) commercial general liability insurance with a limit of not less than One Million U.S. Dollars (\$1,000,000.00) per occurrence, covering personal injury;
  - (b) professional (errors and omissions) liability insurance with a limit of not less than One Million U.S. Dollars (\$1,000,000) per occurrence, covering liability for loss or damage due to an act, error, omission, or negligence, of CSI (including libel, slander, or discrimination);
  - (c) cyber liability insurance with a limit of not less than One Million U.S. Dollars (\$1,000,000) per occurrence, covering security liability exposure, including alteration or destruction of data, virus transmission;
  - (d) privacy liability insurance with a limit of not less than One Million U.S. Dollars (\$1,000,000), covering liability for violations of any third party's privacy due to violations of Applicable Privacy Laws;
- (2) Upon Crossref's written request, CSI will deliver to Crossref (i) Certificates of Insurance, or other proof of coverage satisfactory to Crossref, evidencing compliance with the terms hereof, and (ii) true and correct copies of the insurance policies.
- (3) Unless otherwise required by Crossref in writing, all policies of insurance must be underwritten through insurance companies at all times authorized to do business in the various states where the Services are provided with an A.M. Best rating of A-, Class VIII, or higher and otherwise reasonably acceptable to Crossref.
- (4) CSI will maintain its respective policies of insurance as required in this Agreement, and will provide written notice to Crossref, in accordance with the policy provisions, prior to cancellation or non-renewal of such policies.
- (5) CSI will cause all insurance policies required under this Agreement to be issued in form and substance which would permit Crossref to obtain relief available to it under this Agreement and which must effectuate the intention of this Agreement.

Title	Retraction Watch terms for signature
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## Document History



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