## Instructions for completing the Agreement For Deposit of NIH Portfolio Articles In NIH PubMed Central® Archive

**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 NLM.

**B.** In paragraph #15, list the journal(s) that you are including in PMC. For each, specify:

* The earliest issue that you will deposit in PMC.
* Any delay (embargo) that you wish to impose after publication, before articles are made available to the public in PMC.
* Whether the journal includes Open Access (OA) articles as defined in paragraph #14. *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 NLM can return a copy of the agreement after it has been signed by NLM.

Name:

Email:

Postal address:

**D.** Return a signed copy of the agreement to: pmcapplication@ncbi.nlm.nih.gov.

# Agreement For Deposit of NIH Portfolio Articles In NIH PubMed Central® Archive

Agreed, by and between the National Library of Medicine, National Institutes of Health (NIH), U.S. Department of Health and Human Services (hereinafter referred to as "NLM") and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as "Participant").

WHEREAS, the NLM was established by statute in order to assist the advancement of medical and related sciences, and to aid the dissemination and exchange of scientific and other information important to the progress of medicine and to the public health, and, in carrying out this purpose, is authorized by statute to publish and make available its indexes and bibliographical listings, and to engage in other activities in furtherance of NLM's purpose (sections 465 and 466 of the Public Health Service Act, as amended (42 U.S.C. 286, 286a)); and

WHEREAS, Participant is willing to furnish electronically readable versions of full-text journal articles and other journal content, at no expense to NLM, in order to incorporate this information into a publicly available NIH digital archive, managed by NLM and known as PubMed Central (“PMC”); and

WHEREAS, NLM wishes to provide electronic copies of the Participant’s journal content (the “Content,” as defined in paragraph 3) from the PMC archive to a limited number of international archives selected by NLM (the “PMC International archives” or “PMCI archives”) in order to increase access to the Content and better ensure its preservation; and

WHEREAS, each PMCI archive is required, by separate agreement with NLM, to provide a free PMCI online service that is similar to the U.S. PMC service; and each PMCI archive is sponsored and managed by an NLM-designated national or international agency, or other not-for-profit organization (at an equivalent national or international level) formed by non-commercial entities such as universities, research institutions, funding agencies, or professional societies; and wherever this Agreement refers to PMC, it is understood that the same terms, conditions and rights will apply equally to the PMCI archives to which the Participant is allowing NLM to redistribute the Content, as specified in paragraph 16;

NOW THEREFORE, it is mutually agreed as follows:

In order to be accepted into PMC, a journal must have peer review of its scientific content and must satisfy NLM’s scientific and technical quality standards for PMC journals.

Participant will follow established scholarly publishing practices for the publication of corrections, errata, retractions and editorial expressions of concern and provide PMC with such notices as part of the Content. NLM may make such notices publicly available in PMC immediately, notwithstanding any restrictions on providing public access to the Content that are specified elsewhere in this Agreement.

For the purpose of this Agreement, a journal’s Content includes the following electronic files for each article; Participant agrees to deliver to NLM all of this Content for articles in the Participant’s journal(s) to which the NIH Public Access Policy applies, as specified in paragraph 15 and, in doing so, to meet all PMC’s technical requirements for the respective file types:

1. Full text of the article in XML format, using a mutually agreed upon DTD.
2. Figures, images, audio-visual material, and other non-text elements of the article.
3. A PDF version of the article, if it exists.
4. Any supplementary material, including, but not limited to, video, audio, datasets, or software files that the authors include with the article.

New Content will be supplied to PMC before or soon after the time of publication; at the most, it will be within 4 weeks after publication.

XML-formatted Content that is provided to the PMC archive will be retagged, if necessary, by NLM to conform to the standard XML format used in the archive. The Content will be made available to PMC’s users in standard electronic presentation styles, e.g., HTML and PDF. NLM will update PMC’s presentation styles as appropriate and necessary to keep pace with advances in technology. NLM also will use the XML to support full-text searching of the Content and linking of PMC articles to related NLM resources including, but not limited to, other literature databases or gene sequence and similar databases.

NLM will:

* Provide users with free access to the Content in PMC, without any requirement for users to register or otherwise identify themselves. The availability of articles in PMC will be subject to any delays or embargoes specified in paragraph 15.
* Clearly indicate to PMC 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 include a link from the general copyright notice on the PMC web site to a page on the Participant’s web site that lists specific terms and conditions that apply to the use of the Content.
* Give Participant the option to provide a link from the page banner on a PMC full-text article page to a page on the journal web site, as chosen by the Participant, provided that the link satisfies PMC’s technical requirements for article banner links.
* Archive the Content and provide that the Content will remain accessible in the future to the Participant and other users of PMC, whether or not this Agreement is still in effect.
* Comply with any request of Participant for a copy of the Content (files) deposited by Participant, whether or not this Agreement is still in effect.

Notwithstanding any restrictions on providing public access to the Content that are specified elsewhere in this Agreement, NLM staff and its contractors who support PMC 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 PMC.

NLM will provide the Participant regular usage reports for all its Content in PMC, subject to U.S. Government and PMCI archive policies regarding confidentiality and privacy. At a minimum, the reports will be updated once a month and will show, by month, the number of unique IP addresses that have accessed the Participant’s Content and the total retrieval of this Content, broken down by presentation format (e.g., full-text HTML view, PDF, etc.). Usage will be reported separately for the U.S. PMC site and for each PMCI site. However, NLM’s privacy policy does not allow the identification of use made by specific individuals, organizations or IP addresses. Therefore, the usage reports will not include such data.

1. Except for articles that are included in the Open Access subset, as defined in paragraph 14:
* PMC will not give users or other organizations direct access to the XML and related files that are used to create online views of articles and support background processes such as searching.
* PMC will take reasonable measures to prevent bulk downloading of the Participant’s files. These measures will include, but need not be limited to, automated processes to monitor use on the PMC site and to block access to the site by any IP address that exceeds certain thresholds of activity in specific time spans. It is understood that the nature of these controls may change as technology evolves.

The Participant may, at any time, request NLM to prevent access via PMC to an item in the Participant’s Content that the Participant reasonably believes to be illegal or an infringement of any person’s rights. In order to maintain the historical record, in keeping with international library guidelines, including those published jointly by the International Federation of Library Associations and Institutions (IFLA) and the International Publishers’ Association (IPA), NLM will retain the subject item in its internal PMC archive, but prevent access to it via the public PMC online system. PMC users will be able to see a citation (title, authors, journal source data) for the subject item. In lieu of the full content of the item, a user will see a notice indicating that, for legal reasons, the publisher has withdrawn permission to display the item in PMC, and that a copy of the item may be available from the journal publisher or from NLM, upon request, under certain conditions.

NLM’s use of the Content does not imply an endorsement by NLM of the Participant or the Content. NLM makes no representation or implied warranty of merchantability or fitness for a particular purpose with respect to the NLM database and NLM specifically disclaims any such warranties and representations.

NLM’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. NLM will provide notice to PMC users that Content in the database may be from copyrighted sources and that users of the database are solely responsible for compliance with copyright restrictions. Articles posted to PMC are without warranty from Participant of any kind, either expressed or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, or non-infringement. In no event shall Participant be liable for any loss or damage arising out of, or in connection with, the use or performance of this information.

NLM represents that the PMC software developed by NLM was prepared with a reasonable standard of care. NLM makes no representations or warranties, expressed or implied, regarding the accuracy of the software or that the software is error-free.

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 PMC:

* Participant will clearly indicate the applicable license in both the XML and PDF versions of each OA article. The license data in the XML must conform to PMC’s guidelines for recording the terms of a license.
* NLM will not delay (embargo) the release of an article to the public when it has an OA status.
* NLM will include the Content (full-text XML and other files) for all OA articles in the PMC Open Access subset (“OA subset”).
* Content for articles in the OA subset will be freely available to users for downloading via the PMC OAI (Open Archives Initiative) service, the PMC FTP service, and similar services that allow automated downloading of articles. The usage reports described in paragraph 8 will not reflect the automated downloads of article files through these services, but they will include the retrieval of OA articles via PMC’s standard means of access.
* Reuse or redistribution by PMC users of Content that is in the OA subset will be subject only to proper attribution of the original source and authorship, and to the license included in a particular article.

Participant agrees to include in PMC all articles to which the NIH Public Access Policy applies that are published in the journal(s) named below, subject to the specified conditions on access. Participant understands that some authors may not associate their NIH funding with an article until after final publication of the article; Participant acknowledges that the NIH Public Access Policy still applies to such articles under this Agreement and agrees to deposit them in PMC when notified that an author has associated them with NIH funding. Participant, at any time, may choose to deposit additional articles from the named journals, beyond those to which the NIH Public Access Policy applies. The terms and conditions of this Agreement will apply to any and all such additional 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]* | Release Delay / Embargo ‡*(number of months after publication, or “none”)* | Deposits Include Open Access Articles#*(“yes” or “no”)* |
| --- | --- | --- | --- |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| **†** Indicate the earliest publication date (month and year) and volume/issue of the journal for which Participant will provide Content, as defined in paragraph 3.**‡** NLM will delay the release of articles to the public for the specified number of months after publication. If the embargo for some of the articles in a journal will be different from (greater or less than) what is specified in the table, Participant will follow PMC’s technical specifications for defining release delays in the article XML. Participant agrees that the maximum permissible release delay for an article is 12 months after publication.**#** Indicate whether any of the articles in the journal are Open Access (OA), as defined in paragraph 14. |

Participant agrees to allow NLM to redistribute the Participant’s Content to the following PMCI archive:

1. The Europe PMC (formerly UKPMC) archive, based in the UK and sponsored by the Europe PMC Funders Group.

In addition, NLM may provide a copy of all Content that is included in the PMC Open Access subset (as described in paragraph 14) to any current or future PMCI archive.

NLM will be responsible for the transmission of Participant’s files from PMC to a PMCI archive. Participant will not be charged by NLM for any cost related to the distribution of any files from PMC to a PMCI archive or any cost related to the creation and operation of a PMCI archive.

NLM will ensure that a PMCI archive follows standards equivalent to those of the U.S. PMC service for the presentation of articles and other journal Content to users. The PMCI archive will be required to use NLM’s portable PMC (pPMC) software to manage the Content and display it online for users. pPMC software is derived from the software used to operate the U.S. PMC system at NLM.

NLM has a distribution agreement with each PMCI archive governing the terms and conditions under which NLM will provide Content from the US PMC archive to the PMCI archive. In particular:

* The PMCI archive must comply with all relevant terms and conditions of the current Agreement between NLM and the Participant. The PMCI archive will be subject to all limitations on the use of the Participant’s Content and to all other terms and conditions related to identification of the source and the copyright of the Participant’s Content as defined in this Agreement.
* The PMCI archive will comply with any applicable delay on free access to the Content, as specified in paragraph 15.
* Except for articles that are included in the Open Access subset, as defined in paragraph 14, the PMCI archive will not redistribute any of the Participant’s files that it receives from NLM.
* If the PMCI archive consistently fails to meet NLM’s standards for the quality of the archive, NLM will terminate the agreement with the PMCI archive.
* If the PMCI archive ceases to exist or if either NLM or the PMCI archive terminates the agreement, the agreement states that the PMCI archive will promptly cease providing access to the Content and, within 10 days of termination, will certify to NLM that it has deleted or destroyed all copies of the Content that it received from NLM.
* The agreement with the PMCI archive specifies that US law governs all terms pertaining to the use and distribution of Participant’s files.

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 NLM finds that a journal no longer meets NLM’s scientific or technical quality standards, as referenced in paragraph 1, NLM may terminate this Agreement for that journal, without affecting other journals that may be included in the Agreement.

Participant will notify NLM immediately in writing, in the event of a transfer of control or ownership of a journal to a different party, and such transfer will be considered to be a termination of this Agreement by Participant for that journal, without affecting other journals that may be included in the Agreement.

In the event of termination of this Agreement, Participant agrees that NLM may retain in PMC all Content submitted to PMC prior to the date of termination. NLM’s right to provide PMC users with access to the Content retained in PMC after the date of termination will be governed by the terms of paragraphs 6, 10, 14 and 15.

Participant represents and warrants that it has the necessary rights and authorizations, including copyright rights, to enter into this PMC Agreement.

This Agreement is governed by the Federal laws of the United States, as interpreted by the U.S. courts in the District of Columbia.

This Agreement supersedes all previous Agreements with the Participant for the journal title(s) listed in paragraph 15.

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

## NATIONAL LIBRARY OF MEDICINE

Signature Date

Dianne Babski

Name

Director, User Services and Collection Division

Title

## PARTICIPANT

Signature Date

Name

Title