

Collaboration Principles as in agreement

The Institutions and Elsevier agree that the Services shall comply with the following collaboration principles as stated in the agreement, schedule 5 section 2.1.

The steering group has created a framework template to review how the principles are met for the proposed pilots.

These principles are:

1. Interoperability and vendor neutrality

Authorized Users and Institutions can use their own- or third-party products and services as part of the Services. Elsevier shall use all reasonable efforts to ensure that the Professional Services are interoperable, both on the input (uploaded) and output side (created), the parties may further detail the requirements for such interoperability in the relevant SOW. Participation in the Professional Services is at each Institution's sole discretion and a pilot shall only commence if there is a minimum participation by at least three Institutions. Elsevier acknowledges Customer's preference that for the same Services multiple commercial third parties may be separately engaged in different pilots. Institution shall not, pursuant to the Agreement, be required to enter into any SOW with Elsevier or exclusively purchase any part of the Professional Services from Elsevier (including, without limitation, the examples of pilots set forth hereinafter) under any SOW, and shall at all times be free to collaborate with third parties in the development or provision of services and deliverables which are the same or materially similar to any Services or Deliverables. Elsevier will at the Institution's request, provide all reasonable cooperation to make available data input, uploaded or created by Institution or on behalf of the Institution or its Authorised User in the context of the Services to other vendors or publishers.

2. Transparency, inclusion, and collaboration

The Services and resulting Deliverables are aimed to make science and research more transparent, efficient, inclusive, openly and freely accessible, and collaborative, allowing for the broadest possible audiences to have the opportunity to participate, to make use of and to contribute to the scientific process based on the ambitions to ensure that a level playing field will be created to ensure such Professional Services are open and transparent using common standards for data exchange enabling a third party vendor or publisher to participate and contribute to the research data uploaded or created by or on behalf of the Institution or its Authorised User along with or instead of Elsevier. Insights derived, output created, and lessons learned from the Professional Services will be freely usable by the Institutions be, to a reasonable extent, made available to third parties.

3. Access to research data and metadata

Elsevier will give enduring access during the Term to all research data, including metadata, analytics and information, which has been input, uploaded or created by or on behalf of the Institution or its Authorised User or enriched by the Institution or on behalf of the Institution or Elsevier using the Professional Services to the Institution or to third parties that are acting

on behalf of the Institution unless the Institution has explicitly stated that (parts of) data should remain confidential.

4. Data portability

Institution shall be entitled to transfer the data provided, uploaded or created by or on behalf of the Institution or its Authorized Users as part of the Professional Services to its own or to a third party host environment, and Elsevier shall provide all reasonable cooperation to enable such transfer at Institution's first request. Upon termination or expiration of the relevant SOW the data uploaded or created and hosted by Elsevier as part of the Professional Services will remain accessible to the Institutions and to the Authorized Users for a period of six (6) months from the date of termination or expiration. During the aforementioned period, the Institutions may request in writing an onsite delivery of any data owned by the Institutions in a mutually agreed upon format (and in any event in such standard format as is common in the industry and/or indicated by the Professional Services concerned), and Elsevier shall then provide such data to the relevant Institution in such format at no additional cost and without undue delay.