

Exhibit 3: Accession Agreement

Accession and Data Processing Agreement

This Accession & Data Processing Agreement is entered into by and between ORCID, Inc., a Delaware nonstock corporation located at 10411 Motor City Drive, Suite 750, Bethesda, MD 20817 (“ORCID”) and [NAME OF CONSORTIUM MEMBER], a France entity located at [ADDRESS] (“Consortium Member”) as of [DATE CONSORTIUM MEMBER SIGNS].

- Whereas, ORCID and [NAME OF CONSORTIUM MEMBER] (“Consortium Leader”) entered into an ORCID Consortium Agreement dated [DATE] (the “Agreement” as more fully defined in Appendix B);
- Whereas, the Consortium Leader has indicated that Consortium Member is eligible to be a Consortium Member under the Agreement;
- Whereas, Consortium Member desires to become a Consortium Member under the Agreement and accordingly seeks to formally agree to and be bound by the terms and conditions of the Agreement pursuant to this Accession & Data Processing Agreement;
- Now therefore, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, ORCID and Consortium Member agree as follows:

1. The capitalized terms used herein have the meanings ascribed to them under the Agreement unless otherwise specified.
2. Consortium Member agrees to abide by all of the terms, conditions, licenses, obligations, representations, and warranties set forth in the Agreement as applicable to a Consortium Member.
3. ORCID agrees to process any Record Data submitted by Consortium Member in accordance with instructions provided by Consortium Member. ORCID and Consortium Member acknowledge and agree that Consortium Member has instructed ORCID to process any such Record Data in accordance with ORCID’s Privacy Policy, as amended from time to time. ORCID shall provide Consortium Member with notice of any amendments to its Privacy Policy. Within 10 days’ of such notice, if Consortium Member does not agree with such amendments, Consortium Member shall have the right to immediately terminate this Accession Agreement and cease to deposit any new Record Data in the Registry. Any Record Data previously deposited shall remain in the Registry consistent with the Agreement, and subject to the control of the Individual to which the ORCID Record refers.
4. Consortium Member represents and warrants that it has the authority to enter into this Accession Agreement, and bind itself to the terms, conditions, licenses, obligations, representations, and warranties contained herein and under the Agreement. Consortium Member further represents and warrants that it has caused this Accession & Data Processing Agreement to be executed by a duly authorized representative.
5. Consortium Member represents and warrants that it is either (check appropriate box):
 - organized and operated for charitable, scientific, literary or educational purposes, and that no part of its net earnings inures to the benefit of any private shareholder or individual, or
 - governmental entity.
6. This Accession & Data Processing Agreement, together with the Agreement, including the Appendices, the Privacy Policy (as amended by ORCID from time to time), the Member Benefits (as amended by ORCID from time



to time), and the ORCID Dispute Procedures (as amended by ORCID from time to time) shall constitute the entire set of understandings between the parties with respect to the subject matter herein and shall supersede all oral or written understandings with respect to such subject matter. Any amendment to this Accession & Data Processing Agreement must be in a writing signed by both parties. (The Agreement may be amended subject to its terms.)

7. Waiver of any provision herein shall not be deemed to be a waiver of any other provision herein or of the Agreement, nor shall waiver of any breach of this Accession & Data Processing Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Accession & Data Processing Agreement or the Agreement. If any provision or provisions of this Accession & Data Processing Agreement are held to be invalid, illegal, unenforceable, or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions of this Accession & Data Processing Agreement and the Agreement shall not in any way be affected or impaired thereby.

8. The parties expressly exclude, if applicable, the application of the United Nations Convention on Contracts for the International Sale of Goods. Except for disputes described in Appendix A, Section 6 which shall be governed by the ORCID Dispute Procedures, if the Parties cannot resolve disputes arising out of or relating to this Agreement in an amicable manner, they shall do so through a desk arbitration administered by the International Centre for Dispute Resolution of the American Arbitration Association in the case of international disputes (the "AAA") governed by its applicable rules, as modified by the following: (i) regardless of the amount in controversy, the matter shall be determined by one arbitrator familiar with the information technology sector based upon written submissions in English and one or more telephonic hearings in English (as determined by the arbitrator); (ii) the Parties shall submit documents pertaining to the arbitration consistent with AAA rules and as directed by the arbitrator; and (iii) the arbitrator shall render a final binding decision 14 days after the arbitrator declares the hearing closed. The Parties agree that a judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction thereof. Notwithstanding the foregoing, either Party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered. Licensee acknowledges that unauthorized use of the Member API Credential, the ORCID Registry, and/or security breaches might cause ORCID irreparable harm.

9. Where notice to Consortium Member is required hereunder or under the Agreement, it shall be sufficient for ORCID to provide notice to Consortium Leader. In no event shall ORCID be deemed to have failed to meet a notice requirement because of Consortium Leader's failure to provide timely notice to a Consortium Member. Notice shall be deemed to be given by ORCID to Consortium Member the day after ORCID provides notice to Consortium Leader. Although not required to do so, ORCID may elect to provide notice directly to Consortium Member as follows:

Name:	<input type="text"/>
Title:	<input type="text"/>
Email:	<input type="text"/>
Telephone:	<input type="text"/>

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

11. ORCID is a community-based initiative and as such, is eager to promote the participation of its Members. To that end, if the "Agree" box is checked, ORCID may use during the Initial Term and any Renewal Term Consortium Member's names and logos for the limited purposes of indicating that ORCID and Consortium Member have entered into this Accession & Data Processing Agreement, to identify Consortium Member as an as Member of ORCID, and to publicize any links Consortium Member creates from its website to the ORCID website.



**ORCID Consortium Member
Accession Agreement**

Agree

Disagree

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

13. This Accession & Data Processing Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one agreement. **EACH PARTY MAY USE A PAPER (WET) OR ELECTRONIC SIGNATURE, EACH OF WHICH SHALL BE DEEMED TO BE AUTHENTIC AND EQUALLY ENFORCEABLE.**

IN WITNESS WHEREOF, the parties have caused this Accession & Data Processing Agreement to be executed by a duly authorized representative.

[NAME OF CONSORTIUM MEMBER]

ORCID, Inc.

Signature: _____

Signature: _____

Name: _____

Name: Chris Shillum

Title: _____

Title: Executive Director

Email address: _____

Email address: c.shillum@orcid.org

Date: _____

Date: _____