



ORCID Member License Agreement

ORCID License Summary

This ORCID License Summary 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 [LICENSEE NAME], a [County/State] [Type] entity located at [Address] (“Licensee”), as of the Agreement Date (as defined below). In consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, ORCID and the Licensee (each a “Party” and together the “Parties”) hereby agree to the terms, conditions and obligations set forth below and in the ORCID License Agreement, which is attached hereto and incorporated herein by reference.

Capitalized terms not defined elsewhere are defined in Appendix A to the ORCID License Agreement (which is incorporated herein by reference). **This ORCID License Summary, together with ORCID License Agreement (including the referenced Privacy Policy, ORCID Dispute Procedures, and Member Benefits) and Appendix A, Definitions (collectively, the “Agreement”) constitute the entire agreement of the Parties regarding the subject matter hereof.**

	Licensee Main Contact	Licensee Administrative Contact	Licensee Technical Contact
Name			
Title			
Email			
Telephone			

The Main Contact indicated by Licensee shall be the person who represents Licensee for purposes of (i) notice under this Agreement and ORCID’s bylaws, (ii) membership voting, and who otherwise acts on behalf of Licensee hereunder and under the bylaws.

ORCID Main Contact:

Ivo Wijnbergen, Director of Engagement, ORCID, Inc., 10411 Motor City Drive, Suite 750, Bethesda, MD 20817; membership@orcid.org; +1-301-363-9090.

Initial Term: [DD/MM/YYYY (“Effective Date”) through [DD/MM/YYYY]. E.G 03/February 2021

Use of Trademark:

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 below, ORCID may use during the Initial Term or any Renewal Term Licensee’s name and logo for the limited purposes of indicating that ORCID and Licensee have entered into this Agreement, to identify Licensee as a Member of ORCID, and to publicize any links Licensee creates from its website to the ORCID website.

Agree Disagree

Payment Terms:

ORCID Classification: *to be completed by ORCID* [Non Profit or Government or Commercial]

[Licensee represents and warrants that it is 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.]

Membership Level: *to be completed by ORCID* [Basic or Premium]

Total Initial Fee: US\$*x*,000.00



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The Total Initial Fee shall be due net 45 days from signing this ORCID License Summary. Any additional renewal fees shall be due net 45 days from the date set forth in an annual invoice sent by ORCID.

ORCID reserves the right to increase fees up to 3% per annum for any Renewal Term, provided that Licensee shall be given notice of such increase no less than sixty (60) days prior to the effective date of any proposed increase. Licensee shall have the right to elect not to renew for a Renewal Term within a period of thirty (30) days of such notice of a fee increase. Additional optional Member Benefits may become available for the same Total Initial Fee or for additional charges, in ORCID’s discretion.

All payments shall be made in United States Dollars. Any undisputed payments made more than sixty (60) days after they are due and payable shall be subject to a 1.5% monthly interest charge, and ORCID reserves the right to freeze access to Licensee’s Member API Credential(s) until such undisputed payments are made. All payments shall be made by check payable to ORCID Inc., by credit card, or by mutually acceptable form of wire transfer.

There shall be no tax withholdings deducted from any fees owing to ORCID hereunder.

A Note about Service Providers:

As used herein, “Service Provider” means an organization that provides services or products to other organizations based on the use of its Member API Credential, other Member Benefits, or the creation or authentication of ORCID IDs. Service Providers must require their customers to have their own API credentials, whether in the form of a free Public API Credential or a paid Member API Credential. For example:

- *For organizations providing submission management or other services to publishers:* Each publisher must have its own API credential (free Public API Credential for authentication only or paid Member API Credential for authentication, access to Limited Access Data, ability to update ORCID records, and for premium members, access to the call-back API).
- *For organizations providing information systems to universities:* Each university must have its own API credential (free Public API Credential for authentication only or paid Member API Credential for authentication, creation of ORCID Records, access to Limited Access Data, ability to update ORCID records, and for premium members, access to the call-back API).

The above are illustrative examples only; Service Providers are encouraged to discuss their plans with ORCID in advance of implementation.

This ORCID License Summary 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 ORCID License Summary to be executed by a duly authorized representative.

LICENSEE NAME

Signature: _____

Name: _____

Title: _____

Email address: _____

Date: _____

ORCID, Inc.

Signature: _____

Name: Chris Shillum

Title: Executive Director

Email address: c.shillum@orcid.org

Date: _____



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ORCID License Agreement

This is the ORCID License Agreement referenced in the ORCID License Summary between ORCID and LICENSEE and is an integral part thereof. Terms not defined in the ORCID License Summary or herein are defined in Appendix A.

1. Grant of License from ORCID and Member Benefits.

Licensee shall have the Member Benefits available to its category of ORCID membership which shall include at a minimum those benefits set forth in this Article 1. Member Benefits may be added and amended from time to time by ORCID beyond those set forth in this Article 1, and current Member Benefits shall appear on the ORCID website. All Member Benefits are subject to the terms and conditions of this Agreement. The license set forth in Section 1.1 and the other Member Benefits shall remain in effect for the Initial Term (or the relevant Renewal Term) of the Agreement set forth in ORCID License Summary, unless earlier terminated under Article 8, or restricted under Section 4.2.

1.1 Grant of License. As of the Effective Date, and subject to timely payment in full of the fees set forth in the ORCID License Summary, ORCID grants to Licensee a non-transferable license to use the Member API Credential(s) to access the Member APIs, and read, deposit/edit and Use Record Data subject to the relevant Privacy Settings and terms and conditions set forth in this Agreement. All rights not expressly granted herein are reserved by ORCID. Nothing herein shall require Licensee to exercise any of the Member Benefits.

1.2 Deposit/Edit Data. Licensee shall have the ability to deposit and edit Record Data in existing ORCID Records where the relevant Individual has granted Licensee authority as a Trusted Organization, subject to the following:

(i) Licensee shall only deposit/edit the type and scope of Record Data for which it has consent from an Individual through the ORCID mechanism for granting consent to Trusted Organizations.

(ii) Licensee shall only deposit/edit Record Data that to the best of its knowledge at the time of deposit/edit is true and correct and is associated with the correct Individual and ORCID Identifier. If after the time of deposit/edit, Licensee becomes aware that any Record Data it deposited/edited is incorrect, Licensee shall correct or inform the relevant Individual and ORCID. Licensee is under no obligation to update Record Data other than to correct any Record Data that were not true and correct at the time of deposit/edit or inform ORCID and the relevant individual that such Record Data is incorrect, and shall have no liability for ORCID's continued Use of uncorrected Record Data after Licensee has corrected it or informed the relevant Individual and ORCID.

(iii) If Licensee deposits/edits any links to articles, blogs, data sets or other works which may be subject to intellectual property protection, Licensee shall only do so in a manner that does not to its knowledge violate the copyright or any other intellectual property rights of a third party.

(iv) Subject to the terms and conditions of this Agreement, Licensee grants to ORCID a fully-paid, royalty-free, non-exclusive, worldwide, perpetual, irrevocable license for any and all rights necessary to allow ORCID and the public to Use

such Licensee-deposited/edited Record Data, subject to any Privacy Settings.

1.3 Data Searching, Downloads and Alerts. Licensee shall have access to the Member APIs to query the ORCID Registry and download Record Data, including Limited Access Data if granted the right by the relevant Individual or Trusted Individual. Licensee shall have access to a periodic usage and data file containing Public Data and Limited Access Data to which Licensee has been granted access by the relevant Individual or Trusted Individual.

1.4 Technical Support. Licensee shall have access to technical support relevant to its level of membership, which must be coordinated through the Technical Contact set forth in the ORCID License Summary.

1.5 Privacy Enforcement. If Licensee both mandates the use of ORCID identifiers and facilitates their collection using the ORCID APIs, Licensee shall have the right, but not the obligation, to enforce on behalf of any Individual who it has mandated to use an ORCID Identifier, ORCID's privacy commitments to the Individual as set forth in the ORCID Privacy Policy.

1.6. Nominations for ORCID Board. Individuals representing Licensee may be nominated to serve on the ORCID Board of Directors, consistent with ORCID's bylaws, which are available on the ORCID website.

1.7 Limitations on Licensee's Use. Licensee is prohibited from and agrees to the following restrictions:

(i) Not to allow any other entity to use its Member API Credential(s) except to assist Licensee on Licensee's own behalf;

(ii) Not to disclose to any other person or entity Limited Access Data unless (i) such data is publicly available from another source, or (ii) Licensee provides notice to the Individual how and to whom such data will be disclosed.

(iii) Not to deposit/edit types of data other than those permitted by a specified field, and not to include any full works in such fields (in other words, only metadata and links to works may be deposited and not texts of articles, blogs, or publications and datasets);

(iv) Not to deposit, edit, or modify any ORCID Record in a manner that knowingly makes it false, untrue, misleading or libelous in whole or in part, or knowingly make use of any ORCID Record in any manner that does any of the foregoing or violates the rights of publicity or privacy of any individual;

(v) Not to use any Record Data to contact any Individual for marketing purposes without giving the Individual the right to opt-out of such marketing communications;

(vi) Not to Use Record Data to send "junk mail," "spam," "chain letters," "pyramid schemes," or similar schemes;

(vii) Not to use Record Data to harass, abuse or harm another person;



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- (viii) Not to override, circumvent, or disable any encryption features or software protections employed to protect the security of the Member API Credential(s), the ORCID Registry or Record Data;
- (ix) Not to manipulate identifiers to disguise the origin of any Record Data; knowingly upload or post any Record Data that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any software, hardware, or telecommunications equipment; or intentionally interfere with or disrupt ORCID servers or networks;
- (x) Not to use any or all of the Member API Credential(s) or its Member Benefits, to create a service or product that allows organizations to obtain the benefits of those Member Benefits without being an ORCID Member; and
- (xi) Not to use any or all of the Member API Credential(s), the Member Benefits, the Member APIs, or the ORCID Registry in violation of this Agreement, or in any manner that is otherwise illegal in the United States of America (“U.S.”) and the jurisdiction in which Licensee is located if other than the U.S.

1.8 Limitations on ORCID’s Use. ORCID shall only use and make available Record Data via the ORCID Registry and the Public Data File as permitted by this Agreement, and to the extent that any Record Data is edited or removed as permitted by this Agreement, the viewable Registry and future Public Data Files shall reflect such changes.

2. Intellectual Property Ownership.

2.1 Ownership of ORCID Registry and Marks. As between the Parties, ORCID owns all rights, title, and interest, including without limitation, applicable database rights, in and to the ORCID Registry and the software developed by ORCID, the System Data, the Member APIs, the Member API Credential(s), and the ORCID Marks, as defined in Section 2.2 (collectively, the “ORCID Intellectual Property”); provided, however, ORCID Intellectual Property does not include any individual data elements in the ORCID Registry. ORCID makes its Registry software available under an open source license whenever legally possible. (See Open Source Project on the ORCID website.)

2.2 Use of ORCID Trademarks. Licensee is encouraged to use ORCID’s name, logo, and other trademarks (the “Marks”) to announce its use of the ORCID Registry and its status as a Member, provided that Licensee correctly identifies the Marks as a trademark under US and other laws if requested by ORCID. (See Trademark and ID Display Guidelines on the ORCID website.) Licensee may not use the Marks in any way likely to cause confusion as to the origin of goods or services or to suggest endorsement by ORCID, except as specifically approved by ORCID in writing.

3. Delivery and General Support.

3.1 Requirements and Modifications. ORCID is responsible for hosting the ORCID Registry, the associated internal ORCID hardware (the “ORCID Hardware”) and the network connections from the ORCID Hardware to the Internet.

Licensee is solely responsible for establishing and maintaining its hardware (the “Licensee Hardware”) and the network connections from the Licensee Hardware to the Internet (the “Licensee Network”) as it deems necessary to provide its access to, and use of, the ORCID Registry and the Member APIs.

3.2 Unavailability of the ORCID Registry. ORCID shall use commercially reasonable efforts to provide continuous availability of the ORCID Registry and the Member Benefits. However, Licensee recognizes that the ORCID Registry and the Member Benefits may not be available from time to time due to maintenance of the server(s), the installation or testing of software, and downtime relating to equipment or services outside the control of ORCID including, but not limited to, telecommunications services or internet nodes or facilities; provided, however, that ORCID shall give Licensee reasonable advance notice of any downtime within ORCID’s reasonable control.

3.3 Premium Members. For those Members who elect premium membership, in addition to the commitments set forth in this Agreement, ORCID shall provide a call-back API, higher allowed API requests per day, custom reports and data files, and premium support services. Premium benefits also include the ability to be issued up to five (5) Member API Credentials for use in different system integrations at the same organization.

4. Privacy, Security and Usage Data.

4.1 Data Protection. ORCID shall use commercially reasonable efforts to protect the security and integrity of the ORCID Registry (including, without limitation, Member API Credential(s), passwords, usernames, and IP addresses) and Record Data, as set forth in its Privacy Policy, including storing information in a data center with restricted access and monitoring, using secure socket and intrusion detection software, and hashing for passwords. ORCID shall promptly notify Licensee upon learning of any material security breach related to Licensee’s Member API Credential(s) or upon ORCID’s determination that there has been a material breach to the security of the ORCID Registry generally.

4.2 Protection of the Member API Credential(s), the ORCID Registry and ORCID Record Data. Licensee agrees to use the Member API’s and its Member API Credential(s) only as set forth in this Agreement and shall take reasonable efforts to protect the Member API Credential(s) from any security breaches or other use that is in violation of this Agreement or applicable law. Licensee shall be liable for its intentional misconduct or negligent use of its Member API Credential(s). Licensee agrees to notify ORCID promptly upon (i) learning of any violation or alleged violation of this License Agreement or security of a Member API Credential or the ORCID Registry or (ii) becoming aware that any Record Data the Licensee has deposited/edited violates or may violate the rights of privacy, publicity or other rights of an Individual. Additionally, ORCID may (without limiting any other remedies ORCID may have) impose temporary restrictions on use of Member API Credentials and access to the ORCID Registry until the violation is cured. Additionally, in the event of a violation of this



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Agreement, Licensee understands and agrees that ORCID may (in addition to taking legal action) impose temporary restrictions on the use of its Member API Credential(s) and access to the ORCID Registry until the violation is cured.

4.3 Monitoring and Gathering Usage Data. To protect the security of Member API Credentials and the ORCID Registry against unauthorized uses and to learn about the uses made of the ORCID Registry and the Member APIs, ORCID may monitor activity and use of Member API Credentials and the Member APIs.

4.4 Standard Contractual Clauses. Transfers of personal data to ORCID and the processing of such data by ORCID hereunder are subject to the terms of any Standard Contractual Clauses (Controller to Controller and Controller to Processor) signed by ORCID and Licensee.

5. Fees. Licensee shall make payments to ORCID, under the terms set forth in the ORCID License Summary. ORCID reserves the right to charge additional fees for any additional Member Benefits that become available and that Licensee elects to license during the Initial Term (or Renewal Term). Licensee shall be solely responsible for all costs associated with the Licensee Hardware (as defined in Section 3.1) and the Licensee Network (as defined in Section 3.1) and with establishing Licensee's access to and use of the Member API Credential(s), the ORCID Registry and Member Benefits. Licensee shall be solely responsible for sales, use, or other taxes or other costs and fees relating to Licensee's use of the Member API Credential(s), the ORCID Registry, and the Member Benefits. Notwithstanding Section 7.1, Licensee will be liable for all actual, direct and reasonable costs and expenses (including without limitation, reasonable attorneys' fees) incurred by ORCID in collecting any past due amounts.

6. Disputed Data; Withdrawal of Data from the ORCID Registry. ORCID shall assist in resolving disputes between users (including, without limitation, between Individuals, Licensee, and other Members) of the ORCID Registry regarding ORCID Identifier ownership claims, data accuracy and integrity, and Individual identity, in accordance with policies and procedures set forth in the ORCID Dispute Procedures, which is incorporated herein by reference. Notwithstanding the foregoing, ORCID makes no representation about and shall not be responsible for the accuracy of data deposited in the ORCID Registry. ORCID reserves the right to remove from the ORCID Registry and its servers any Record Data or disable access to parts of the ORCID Registry as it deems necessary.

7. General Representations and Warranties, Disclaimers, Limitation of Liability. Each Party represents and warrants that it has the authority to enter into this Agreement, and to bind that Party to the terms and conditions herein. Each Party further represents and warrants that it has caused the ORCID License Summary to be executed by a duly authorized representative. The Parties acknowledge that except as set forth herein, neither Party makes any representations or warranties regarding (a) the accuracy of Record Data; (b)

misuse of Record Data by third parties; (c) freedom from defamation or infringement of rights of privacy through use of the Record Data; (d) lack of viruses, bugs or other impairments to computer systems and software; and (e) links to other websites and content found there.

7.1 Disclaimer. OTHER THAN THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS AGREEMENT, THE ORCID REGISTRY, RECORD DATA, THE PUBLIC DATA FILE, THE MEMBER API CREDENTIAL(S), THE MEMBER APIS, AND/OR THE MEMBER BENEFITS (individually and collectively, the "ORCID SYSTEM") ARE PROVIDED ON AN "AS IS" BASIS, AND ORCID AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, AND REPRESENTATIVES (individually and collectively, the "ORCID PARTIES") DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND (EXPRESS, IMPLIED, ORAL, OR WRITTEN) RELATING TO THE ORCID SYSTEM, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF QUALITY, PERFORMANCE, COMPATIBILITY, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE.

7.2 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF EITHER PARTY (INCLUDING ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS AND REPRESENTATIVES) IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED TWO TIMES THE FEES DUE TO ORCID HEREUNDER DURING THE INITIAL TERM OR THEN-CURRENT RENEWAL TERM. IN NO EVENT SHALL THE PARTIES (INCLUDING THEIR TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS AND REPRESENTATIVES) BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. FOR THE AVOIDANCE OF DOUBT, ANY PAYMENTS FROM LICENSEE TO ORCID IN CONNECTION WITH A CLAIM BY A THIRD PARTY AGAINST ORCID SHALL NOT BE DEEMED TO BE AN INDIRECT OR CONSEQUENTIAL DAMAGE FOR PURPOSES OF THE PRECEDING SENTENCE.

8. Term and Termination.

8.1 Term/Renewal Term. This Agreement shall continue in effect for the period set forth in the ORCID License Summary. Each Renewal Term shall be one year and shall commence the first day following the end the Initial Term or a Renewal Term (unless otherwise set forth in a renewal invoice from ORCID). A renewal shall not require signature of the Parties, and shall be deemed to have occurred if Licensee pays its renewal fee in a timely manner (as specified in a renewal invoice from ORCID, which shall provide for at least net 45 days payment), or if ORCID elects, in its sole discretion, to accept late payment. Failure to make timely payment in absence of a waiver from ORCID shall result in an automatic termination, effective as of the end of the then-current term.

8.2 Termination without Cause. ORCID shall have the right to terminate this Agreement at the end of the Initial Term or any Renewal Term by providing at least 60 days' notice prior to the end of the term. Licensee may terminate this Agreement



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by not paying a renewal invoice; however, ORCID requests that Licensee provides ORCID with 60 days' advance notice.

8.3 Termination for Breach. In the event that either Party believes that the other Party has materially breached any obligations, representations, or warranties under this Agreement, such Party shall so notify the breaching Party in writing. The breaching Party will have ten (10) days from the receipt of such notice to cure the alleged breach and to notify in writing the non-breaching party that such cure has been effected. If the breach is not cured within the 10-day period, the non-breaching party shall have the right to terminate the Agreement immediately upon written notice. Nothing in this Section 8.2 shall limit ORCID's rights under Section 4.2.

8.4 Effect of Termination. Upon the termination or expiration of this Agreement, whichever comes first, Licensee's access to the Member API Credential(s), Member APIs and Member Benefits shall be immediately terminated. To the extent that Licensee has deposited/edited any Record Data, such Record Data will remain in the ORCID Registry unless removed by an Individual or designated Trusted Individuals(s) and Trusted Organizations before termination, or by ORCID pursuant to Article 6. Notwithstanding the foregoing, Licensee shall have the ability to correct any information it discovers is incorrect after termination by informing ORCID, and ORCID shall seek to promptly correct the inaccuracy with the Individual and/or through the ORCID Dispute Procedures.

8.5 Survival. The provisions of Section 1.2(ii) (correction of Record Data), Section 1.2(iv) (License to ORCID), Section 1.7(ii)(use of Limited Access Data), Section 1.8 (Limitations on ORCID's Use), Section 2.1 (Ownership of ORCID Registry and Marks) and the last sentence of Section 2.2 (use of ORCID Trademark), Article 6 (Dispute Procedures, Article 7 (General Representations and Warranties, Disclaimers, and Limitation of Liability), this Article 8 (Term and Termination), Article 9 (Miscellaneous), and Appendix A shall survive any termination or expiration of this Agreement and continue in effect.

9. Miscellaneous.

9.1 Entirety of the Agreement. The terms and conditions of this Agreement shall supersede all prior oral and written agreements between the Parties with respect to the subject matter of this Agreement and shall constitute the entire Agreement between the Parties with respect to its subject matter. If the Parties have entered into Standard Contractual Clauses related to the transfer and processing of personal data, such clauses shall be an integral part of the agreement as well.

9.2 Agreement Modifications. In order to account for the evolution of ORCID and its sustainability and to operate in compliance with the laws in multiple jurisdictions, ORCID reserves the right to modify this Agreement, provided that (i) no such modification will be retroactive; (ii) ORCID will provide Licensee with 60 days' advance written notice of any such modifications and (iii) if any such modification (a) increases the liability exposure of the Licensee; (b) increases the indemnification requirements of the Licensee; or (c) changes the ownership of any intellectual or real property of either Party, such written notice shall be in hard copy format (and not

email) to the Main Contact Person listed on the ORCID License Summary. Continued acceptance of the terms and conditions of this Agreement is a condition of the Member Benefits and the licenses granted hereunder. If Licensee objects to any such modifications, Licensee may terminate this Agreement (effective as of the effective date of such modifications) by providing written notice to ORCID prior to the effective date, and ORCID will provide Licensee with a pro-rata refund. Except as set forth in this Section 9.2, and elsewhere herein (e.g., the Privacy Policy, the ORCID Dispute Procedures, increases in the Member Benefits, and updates to contact information), all amendments to this Agreement must be made in writing and signed by both Parties.

9.3 Notices. All notices required or given pursuant to this Agreement or ORCID's bylaws shall be in writing in English and shall be effective if sent as follows: (i) by internationally recognized courier (e.g., FedEx, UPS), or (ii) by electronic notice (except as noted in Section 9.2). Notice shall be deemed given and received on the next business day following the scheduled delivery date for courier and the next business day following the date sent for electronic mail. Notice shall be addressed and delivered to the Main Contact set forth in the ORCID License Summary, which Licensee shall keep up to date. Either Party may from time to time change the name and contact information of the Main Contact by notice to the other Party.

9.4 Disputes/Governing Law. This Agreement shall be interpreted under and governed by the laws of the State of New York, United States, excluding any laws that might direct the application of the laws of another jurisdiction. 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 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 American Arbitration Association in the case of domestic disputes and the International Centre for Dispute Resolution of the American Arbitration Association in the case of international disputes (either, 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 or may, without waiving any remedy under this Agreement, seek from any court located in New York, New York, United States (and the Parties consent to such jurisdiction) injunctive or any other type of equitable relief that is necessary to protect the rights or property of that Party, pending arbitration or



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final determination of the merits of the controversy via arbitration. Licensee acknowledges that unauthorized use of the Member API Credential, the ORCID Registry, and/or security breaches might cause ORCID irreparable harm.

9.5 Limitation on Assignment. Except as expressly set forth in this Agreement, neither Party may assign, subcontract or sublicense (collectively, “transfer”) its rights and obligations under this Agreement in whole or in part, without the prior written consent of the other party, which shall not be unreasonably withheld, and any delegation or transfer to the contrary shall be null and void; provided, however, that such transfer (including, without limitation, a transfer by ORCID of the ORCID Registry) in the event of a merger, dissolution, or other corporate restructuring shall be permissible without prior consent, provided that (a) the transferee agrees to be bound by the terms of this Agreement, (b) written notice is provided to the other Party, (c) in the case of transfer by Licensee, fees may be adjusted by ORCID based on the size and status (nonprofit vs. for-profit) of the transferee, and (d) in the case of transfer by ORCID, such transferee is a non-profit entity capable of fulfilling ORCID’s obligations hereunder and is consistent with ORCID’s obligations under its Privacy Policy.

9.6 No Agency, Joint Venture or Partnership. Nothing contained herein shall be deemed to create an agency, joint venture, or partnership relationship between the Parties.

9.7 No Third Party Beneficiaries. This Agreement has been executed for the sole benefit of the Parties that are signatories to the ORCID License Summary and is not intended for the benefit of any third party, regardless of any laws to the contrary.

9.8 Waiver or Invalidity of any Provision. Waiver of any provision herein shall not be deemed to be a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement. If any provision(s) of this Agreement is/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 shall not in any way be affected or impaired.

9.9 Force Majeure. No Party shall be in breach of this Agreement to the extent a failure to perform an obligation hereunder results from a condition(s) that is beyond the Party’s reasonable control, including, but not limited to, strikes, labor disputes, terrorist acts, or governmental requirements.

9.10 Ethical Behaviour. Each Party represents and warrants that it has not and shall not, nor to its knowledge has or will any person acting on its behalf, act in violation of applicable anti-bribery and corruption laws in effect in its jurisdiction(s) of operation or its own internal policies related to such matters. Notwithstanding any other provision of this Agreement, any breach by either Party of this Section 9.10 may be regarded by the other Party as incapable of remedy and permitting the non-breaching Party, without prejudice to its other rights and remedies, to terminate this Agreement immediately upon notice.

9.11 Drafting. This Agreement shall not be construed or interpreted against either Party as the drafter.

Appendix A. Definitions

This Appendix A is an addendum to the ORCID License Agreement between ORCID and Licensee and incorporates by reference all of its terms and conditions.

Agreement means the ORCID License Summary, the ORCID License Agreement, this Appendix A, the description of Member Benefits, the Privacy Policy, and the ORCID Dispute Procedures. **API:** See Member APIs below.

Effective Date means the date on which the Agreement initially becomes effective and is set forth on the ORCID License Summary.

Individual means a person about whom an ORCID Record exists or is being created.

Initial Term means the duration of this Agreement as set forth in the ORCID License Summary.

Limited Access Data means Record Data that is viewable through the ORCID Registry only by the Individual, a Trusted Individual or specified Trusted Organizations.

Member means any organization that has entered into a license agreement with ORCID relating to use of the ORCID Registry, Member API Credential(s), and the Member APIs, or otherwise meets conditions established by ORCID.

Member APIs means APIs that interact with the ORCID Registry through Member API Credential(s).

Member API Credential(s) means a unique passcode provided by ORCID to Licensee to use the Member APIs.

Member Benefits means the use of the aspects of the ORCID Registry only available to Members as described in Article 1 of this Agreement and on the ORCID website as amended by ORCID from time to time.

ORCID Identifier means the globally unique identifier assigned by ORCID to an Individual.

ORCID Dispute Procedures means the procedures ORCID uses to assist Members and other users of the ORCID Registry to resolve disputes about the accuracy of Record Data, posted on the ORCID website, as amended from time to time by ORCID.

ORCID Registry means the ORCID database that contains all Record Data.

Privacy Policy means those privacy practices and commitments made by ORCID and that are posted by ORCID under the title “Privacy Policy” on the ORCID website, as amended from time to time by ORCID.

Privacy Settings means selections indicating whether specific data within a Record shall be *Private Data*, *Limited Access Data*, or *Public Data*. (For additional information about Privacy Settings, please see the Privacy Policy.)

Public API Credential means a unique passcode to access the free ORCID Public API, which allows organizations that are not ORCID Members to connect their systems and applications to the ORCID Registry with machine-to-machine communication and read public data.

Public Data File means a downloadable file of all Public Data in the ORCID Registry on a given date from Records created or claimed by an Individual.

Record means the information about an Individual in the ORCID Registry other than System Data.

Record Data mean the individual data elements in a Record, including the ORCID Identifier and metadata associated with



linked research objects. A link, but not the linked object itself (e.g., text or full metadata), is considered part of Record Data.

Renewal Term means each successive one-year term following the Initial Term.

System Data means data associated with a Record that is not part of the visible ORCID Registry, such as a password.

Trusted Individual means a person to whom an Individual has given the authority to manage an ORCID record on his or her

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behalf, including setting privacy settings, editing and depositing data and naming Trusted Organizations.

Trusted Organization means a Member that has been granted rights by an Individual (or his/her Trusted Individual(s)) to deposit and edit Record Data and/or read Record Data that has been marked "Limited Access".

Use means use, store, sublicense, reproduce, modify, transmit, distribute, publicly perform and publicly display, including for commercial use.