

After careful review of the Agreement and acceptance of its terms and conditions, the party below should execute two (2) copies, initial each of the pages, and return the document to PILA at the address in section 23.

### PILA Membership Agreement

This membership agreement, version 3.0, and any duly executed addenda and any other attachments hereto (“Agreement”) sets forth the terms and conditions under which a qualified institution becomes a member of The Publishers International Linking Association, Inc. (“PILA”), a nonprofit corporation organized under the laws of New York, and doing business as CrossRef, subject to the approval of PILA. Membership in PILA is open to publishers of scholarly and professional content who have rights to transfer, manage and otherwise fulfill the obligations of this Agreement with respect to the content’s “Metadata” and, to the extent necessary, the content itself. Additional criteria for qualifying institutions, incorporated by reference, are available at <http://www.crossref.org> or successor sites (“PILA Site”). The Agreement is by and between PILA and the party below (the “PILA Member”) and shall be deemed effective upon execution by both parties (the “Effective Date”).

Organization Name:
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- 1) **Introduction.** Under the mark CrossRef®, PILA manages and maintains a database of regularly updated information (collectively, “Metadata”) that describes and identifies substantially non-derivative publishable works (“Original Works”), as well as of digital identifiers (“Digital Identifiers”) that point to the location of certain Original Works on the Internet. As described below, PILA also facilitates the deposit and retrieval of Metadata and Digital Identifiers to enable and promote linking among and discovery of Original Works on the Internet through their embedded reference citations, as well as other online information management services. The “PILA System” (occasionally, the “CrossRef System”) refers to all of the foregoing, including associated software and know-how.
- 2) **PILA Membership.** By accepting all of the terms of this Agreement and paying the requisite fees a qualified institution becomes a member of PILA entitled to all of the benefits and subject to all of the responsibilities of being a member of PILA, as governed by the bylaws of PILA (“Bylaws”).
  - a) **Benefits.** Provided that the PILA Member is in full compliance with the terms of the Agreement, it may use the PILA System under the terms and conditions of this Agreement, participate in the governance of PILA by voting for members of the board of directors of PILA (the “Board”) and on various issues, and recommend one or more representatives (if desired) to certain of the PILA working committees through which policy recommendations are made (the Board shall retain the authority to appoint and remove committee members in accordance with the Bylaws).
  - b) **Obligations.** The PILA Member must promptly pay all membership dues and any charges or fees as established by the Board from time to time and set forth on the PILA Site. The PILA Member must nominate a business (above), technical and billing contact for purposes of PILA administration (any or all of whom may be the same person), and keep such contact information up to date.
  - c) **Terms and Conditions.** At all times, the PILA Member may exercise any authority over the Board, individually or collectively with other members of PILA, expressly granted by the Bylaws, as amended from time to time. The Board shall have the power to modify the terms of this Agreement by publishing amended versions that will automatically supercede prior versions, and shall further establish or amend supplemental policies and procedures governing membership from time to time. The PILA Member agrees to periodically review the membership terms and conditions at a designated location on the PILA Site for revisions and modifications. PILA will use its reasonable discretion in deciding if a modification is material, and if so will provide written notice to the PILA Member’s representative (designated above) of material changes in terms and conditions of membership by email or postal service. Continued acceptance of all terms and conditions pertaining to membership is a condition of remaining a member of PILA.
- 3) **PILA Operations.** Subject to the limitations and restrictions set forth herein, and through the use of Digital Identifiers, the PILA Member agrees to permit other members of PILA or other qualified users of the PILA System to at all times link their Original Works and/or other qualified content to the Original Works or other qualified content of the PILA Member; to actively maximize and maintain Digital-Identifier enabled links from within its own Original Works to those of other members of PILA or other qualified users of the PILA System; and to otherwise cooperate with the implementation or operation of other PILA online information management services.
  - a) **Initiation of Cross-Linking.** The process of linking among Original Works in electronic form is known as “Cross-Linking”. As part of being a member of PILA, the PILA Member is required to do the following:
    - i) **Depositing Data.** As soon as reasonably practicable after electronic publication of each Original Work, the PILA Member shall deposit into the PILA System the Metadata corresponding to said Original Work (“Deposited Metadata”). From time to time, PILA shall specify certain fields, parameters and other criteria that Deposited Metadata must contain. For example (and not by way of limitation), each single set of Deposited Metadata includes various reference citations and fields designated by PILA (e.g., title, author, etc.) that describes and

- identifies the corresponding Original Work. In addition, the PILA Member shall ensure that its Deposited Metadata conforms to the PILA technical documentation standards, as amended by PILA from time to time. For example (and not by way of limitation), the PILA Member is responsible for maintaining the accuracy of Deposited Metadata.
- ii) **Digital Identifiers.** The PILA Member shall assign or re-assign (as the case may be) a Digital Identifier (as provided by PILA technical specifications, as may be modified from time to time) to each of its Original Works, and shall provide the same to PILA as a CrossRef Member, and PILA shall register the same within the PILA System and elsewhere consistent with its business practice.
  - iii) **Retrieving Data.** As soon as practicable, the PILA Member shall use the PILA System to retrieve the Digital Identifier(s) corresponding to each reference citation within said Original Work for which a Digital Identifier is available, and embed the same as set forth immediately below.
  - iv) **Cross-Linking.** The PILA Member may maintain reference links that are not based on Digital Identifiers. However, other than for citations to Original Works, all of which said cited-Original Works are collectively hosted on a common hosting system or platform controlled by the PILA Member or its agent (“Internal Citations”), the CrossRef Member shall use Digital Identifiers (if a Digital Identifier has been registered for the cited item) for reference linking in the same manner(s) it may provide, offer or support all other (*i.e.*, non-Digital-Identifier-based) reference linking. The PILA Member may not divert, interrupt or otherwise interfere or delay the resolution of said Digital Identifier-enabled reference citation links to the “Response Page” (defined below), and shall display the same to end-users (*i.e.*, readers) in a manner that is no less prominent or immediate than other reference links (if any). For avoidance of doubt, the PILA Member is encouraged but not required to use Digital Identifiers for Internal Citations.
- b) **Accessibility of Content.** The PILA Member must maintain each Digital Identifier assigned to it or for which it is otherwise responsible such that said Digital Identifier continuously resolves to a response page (“Response Page”) containing no less than complete bibliographic information about the corresponding Original Work, visible on the initial page, with reasonably sufficient information detailing how the Original Work can be acquired and/or a hyperlink leading to the Original Works itself (collectively, “Accessibility Standards”). The PILA Member shall register the URL for the Response Page with CrossRef, shall keep it up-to-date and active, and shall promptly correct any errors or variances noted by CrossRef. The members of PILA may support enhanced levels of accessibility to Original Work in their sole discretion. For the avoidance of doubt, the Board may modify the Accessibility Standards from time to time.
  - c) **Advertising Restrictions.** The Response Page may not contain third party advertising that violates the Accessibility Standards or interferes with or hinders viewing of the full bibliographic information, although information about accessing, licensing or purchasing the Original Work shall not be considered advertising. Notwithstanding the foregoing sentence or other aspects of the Accessibility Standards, members of PILA are permitted to generate interstitial sponsorship advertising (*e.g.*, “brought to you by...” within a separate browser window) in conjunction with the resolution of links to the full text of the Original Work.
  - d) **No Framing.** The members of PILA may not frame any third-party site or content as part of Cross-Linking (other than pursuant to an independent agreement between the necessary parties) in a manner that suggests an association between that member of PILA and any other party (as determined in the sole discretion of PILA).
  - e) **No Fees.** The members of PILA may not charge fees for Cross-Linking. Subject to the foregoing sentence, each member of PILA shall control access to its systems and shall have discretion to establish pricing and other terms of access to its Original Work (and other content) beyond the Response Page.
- 4) **General License.** Subject to the terms and conditions of this Agreement, the PILA Member hereby grants to PILA and its agents a fully-paid, non-exclusive, worldwide license for any and all rights necessary to use, reproduce, transmit, distribute, display and sublicense the Deposited Metadata and Digital Identifiers in the discretion of PILA in connection with the PILA System, including all aspects of Cross-Linking and online information management services.
  - 5) **Metadata Rights and Limitations.** The PILA Member shall not acquire or retain, and may not provide or transfer, any rights (including all related copyrights, database compilation rights, trademarks, trade names, and other intellectual property rights, currently in existence or later developed) in any Metadata belonging to another member of PILA. Except as set forth herein and specifically without limitation to section 4 (General License) above, PILA shall not use, or acquire or retain any rights (including all related copyrights, database compilation rights, trademarks, trade names, and other intellectual property rights, currently in existence or later developed) in the Deposited Metadata of the PILA Member
  - 6) **PILA’s Intellectual Property.** The PILA Member acknowledges that nothing shall enlarge or restrict the rights of PILA or its agents to acquire, develop and maintain any Metadata and any collective rights therein. The PILA Member acknowledges that, as between itself and PILA, PILA has all right, title and interest in and to the PILA System, including all related copyrights, database compilation rights, trademarks, trade names, and other intellectual property rights, currently in existence or later developed, with the exception of rights in the Deposited Metadata as set forth in section 5 (Metadata Rights and Limitations), or as expressly provided elsewhere in writing. The PILA Member shall accurately maintain and not

delete or modify any of PILA's copyright notices on documents, electronic text or programs that PILA may prepare or enable for the use or display by members of PILA.

- 7) **Permissive Use of the PILA System by PILA Members.** Subject to the payment of corresponding fees if any, the PILA Member may (i) confirm Metadata about the identity, description and location of Original Works of other members of PILA ("Clean-Up"), (ii) submit Digital Identifiers to retrieve the corresponding Metadata ("Reverse Look-Up") and (iii) retrieve and display Digital Identifiers and corresponding Metadata for Original Works of other members of PILA to enable "cited-by" links in published content ("Forward Linking") where both PILA Members participate in Forward Linking.. Notwithstanding the general limitations in section 5 (Metadata Rights and Limitations), as part of its use of Clean-Up, Reverse Look-Up and Forward Linking services, the PILA Member may from time to time incidentally transfer, copy or display *de minimus* amounts of Metadata belonging to other members of PILA. For the avoidance of doubt, PILA reserves the right to provide and modify guidelines governing Clean-Up, Reverse Look-Up and Forward Linking services from time to time.
- 8) **Caching and Transfer.** Providing that the PILA Member is not in violation of the Agreement, subject to certain restrictions that PILA shall provide and amend from time to time, and accordance with PILA technical guidelines, a member of PILA may cache Digital Identifiers obtained through the PILA System. However, other than incidentally to the copying or transfer of Original Works containing embedded Digital Identifiers enabling the reference citation links, no member of PILA may provide, copy or transfer for value any Digital Identifier (cached or otherwise).
- 9) **Sharing of Metadata by PILA**
  - a) **Local Hosting.** Subject to the payment of local hosting fees and costs, and compliance with other PILA local hosting terms and conditions as set forth in a separate agreement between PILA and the local hosting entity, PILA may authorize, the PILA Members and affiliate members of PILA ("PILA Affiliates") to locally host Metadata and Digital Identifiers from the PILA System, which PILA shall provide directly, solely to facilitate use of DOIs for linking to Original Works, subject to all other restrictions on the use of Metadata and Digital Identifiers PILA reserves the right, upon reasonable notice, to audit the local hosting activity to ensure the proper functioning of the local-host system, and compliance with all applicable CrossRef guidelines and agreements.
  - b) **Other Metadata Services** Subject to compliance with the terms and conditions set forth in a separate agreement between PILA and the entity receiving the Metadata and Digital Identifiers, PILA may license third parties to receive and use bulk deliveries of Metadata and Digital Identifiers from the PILA System from members who have chosen to participate in Metadata Services, which PILA shall provide directly to such third parties. At least thirty (30) days prior to making such Metadata delivery PILA will notify each PILA Member whose Metadata and Digital Identifiers are intended to be included in such delivery of the anticipated delivery date, the identity of the third party and the purpose for which the delivery is being made. Metadata and Digital Identifiers belonging to any PILA Member who notifies PILA in writing prior to the specified delivery date of its desire to be excluded from such delivery will be excluded or removed from such delivery.
- 10) **Promotion.** PILA and the PILA Member may each use the other's name(s) and mark(s) to identify the status of the PILA Member as a member of PILA. The PILA Member may use a print version of the "CrossRef Enabled" mark in its print publications subject to PILA approval not to be unreasonably withheld. The PILA Member shall use commercially reasonable efforts to place the mark "CrossRef Enabled," in electronic form supplied by PILA, as a link to the PILA Site in a prominent location on Web pages of the PILA Member related to its Original Works. The PILA Member may otherwise use the PILA name(s) or mark(s) only with the prior written consent of PILA. Notwithstanding any of the foregoing, PILA reserves the right to reasonably regulate or restrict use of the PILA name(s) and mark(s) by its members in press releases, advertising, client lists or marketing materials.
- 11) **Term, PILA-Member Termination.** This Agreement shall commence upon the Effective Date and shall continue through December 31, of the current year ("Initial Term"), and thereafter shall automatically be renewed according to the terms of the then-most recent version for consecutive twelve (12) month periods (each a "Term") unless terminated in accordance with the Agreement. The PILA Member may terminate this Agreement upon ninety (90) days prior written notice, but shall not be entitled to a refund of any fees that have been paid or waiver of any fees that have accrued. Termination by any party shall have no adverse effect on PILA's intellectual property rights in any Metadata or upon any related licenses then in effect, subject only to the following section 12 (Actions Following Termination).
- 12) **Actions Following Termination.** Following termination or expiration of its membership in PILA, neither PILA nor the PILA Member shall have a continuing obligation to support the links to the Original Works of the PILA Member. However, each party shall use commercially reasonable efforts to substitute a general PILA response page where such links cease to resolve to the Original Works. PILA shall use commercially reasonable efforts to remove the Deposited Metadata if the PILA Member requests in writing that it do so and has paid any fees owed to PILA. The PILA Member hereby agrees to reimburse PILA for all reasonable costs of such removal, and to hold PILA harmless from any costs, expenses, damages and claims arising out of such removal (except where due to PILA's gross negligence or willful misconduct). The process of removal of the PILA Member's Deposited Metadata from the PILA System will include a notice to members of PILA to also remove that Deposited Metadata from all locally hosted copies of the Metadata and Digital Identifiers. Should the PILA

Member not make a written request to remove its Deposited Metadata following termination or expiration of its membership, PILA may in its discretion keep and maintain the PILA Member's Deposited Metadata within the PILA System after the termination of the Agreement.

- 13) **Enforcement.** PILA has the right but not the obligation to enforce the terms of this Agreement against any of its members. PILA shall not be obligated to take any action with respect to any Metadata that is the subject of an intellectual property dispute, but nonetheless reserves the right, in its sole discretion, to remove or suspend access from, to or through it and/or its associated Original Work(s), or to take any other action it deems appropriate. Without limiting the foregoing, PILA reserves the right to terminate or restrict access by the PILA Member to the PILA System and related services (including Cross-Linking) for just cause as PILA determines in its reasonable good faith discretion. The PILA Member agrees to hold PILA harmless from any consequences of any of the foregoing, provided PILA does not willfully, recklessly or with gross negligence violate its obligations. PILA's executive committee as defined in the Bylaws ("Executive Committee") shall review and ratify any PILA decision permanently terminating the PILA Member's membership in PILA, as provided in the Bylaws, or any significant membership benefit (e.g., blocking access to or removing significant amounts of Deposited Metadata for many Original Works for an extended period) of the PILA Member within 10 days of implementation. As part of such review, the PILA Member shall have an opportunity to be heard under such reasonable procedures as the Board may determine in its good faith. PILA or the PILA Member may petition PILA's Executive Committee to review and ratify any PILA decision temporarily restricting the PILA Member's access to or use of the PILA System for a limited period, and the PILA Executive Committee shall decide whether it wishes to exercise its authority in its sole and complete discretion. Any decision by PILA to terminate or restrict the access of a party that is not a member of PILA to the PILA System or any portion of it shall not be subject to the foregoing Executive Committee automatic review provisions.
- 14) **Disputes.** The PILA Member agrees to abide by the terms and conditions of the following dispute resolution procedures, which PILA may amend in its discretion from time to time ("Dispute Policies").
- a) **Choice of Law, Jurisdiction.** This Agreement shall be interpreted, governed and enforced under the laws of New York, without regard to its conflict of law rules. All claims, disputes and actions of any kind arising out of or relating to the Agreement shall be settled in New York, New York.
  - b) **Alternative Dispute Resolution.** The PILA Member shall be responsible for promptly notifying PILA of any claim, dispute or action, whether against other members of PILA or PILA, related to this Agreement or any Digital Identifiers or Deposited Metadata. Pursuant to the Commercial Arbitration Rules of the American Arbitration Association, a single arbitrator reasonably familiar with the publishing and Internet industries shall settle all claims, disputes or actions of any kind arising out of or relating to the subject matter of this Agreement, including the interpretation of all Dispute Policies, between PILA and the PILA Member or among members of PILA ("ADR Procedures"). The decision of the arbitrator shall be final and binding on the parties, and may be enforced in any court of competent jurisdiction. Without limiting the application of any of the foregoing, any claim, dispute or action arising out of or relating to this Agreement that is not otherwise within the scope of these ADR Procedures shall be settled before a federal court located in New York, New York.
  - c) **Injunctive Relief.** Notwithstanding the foregoing subsection 14(b) (Alternative Dispute Resolution), no party shall be prevented from seeking injunctive or preliminary relief in anticipation, but not in any way in limitation, of arbitration, before any court located in New York, New York and pursuant to the Civil Practice Law and Rules of New York. The PILA Member acknowledges that the unauthorized use of Metadata would cause the owner or PILA as a beneficial owner thereof irreparable harm that could not be compensated by monetary damages. The PILA Member therefore agrees that PILA and affected members of PILA may seek injunctive and preliminary relief to remedy any actual or threatened unauthorized use of Metadata without the posting of a bond, and otherwise as consistent with the Dispute Policies.
  - d) **Actions between Members.** The PILA Member agrees that any member of PILA may bring and maintain an action arising out of the subject matter of this Agreement directly against any other member of PILA to enforce rights and seek remedies for misuse of its Deposited Metadata, which shall be subject to the Dispute Policies. The foregoing sentence shall not limit the moving party's other rights and remedies at law or in equity relating to any violation of its intellectual property rights, breach of contract or other cause of action that is merely incidental to its activities or assets as a member of PILA and does not otherwise arise out of or relate to this Agreement.
  - e) **Limitations.** The PILA Member may not seek to impel PILA to act against any other member of PILA, and agrees not to join PILA in any action between itself and another member of PILA (except if PILA is required to be joined for just adjudication, consistent with the standards set forth in the Federal Rules of Civil Procedure, R. 19, and provided that the joining party indemnifies PILA as PILA may reasonably require) or to bring any related cause of action against PILA directly or indirectly for such purpose(s). PILA agrees, however, to use commercially reasonable efforts to seek to enforce any final judgment of a competent tribunal that PILA reasonably believes to be enforceable, subject to the receipt of sufficient indemnities by the PILA Member seeking enforcement. Nothing in this subsection shall limit the PILA Member's right to bring an action against PILA for a direct violation of this Agreement subject to the Dispute Policies.



27) **Entire Agreement.** The terms and conditions of this Agreement and any exhibits 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 the matters contained herein. This Agreement shall not be modified or amended except through Board action or in writing duly executed by authorized representatives of the parties.

**ACCEPTED AND AGREED:**

_____ [PILA Member]	<b>Publishers International Linking Association, Inc.</b>
By: _____ [Signature]	By: _____ Amy Brand
_____ [Print Name & Title]	_____ Director of Business Development
_____ [Date of Execution]	_____ [Date of Execution]

**PILA Member Designation of Representatives and Membership Category (Required)**

The following information must be provided to PILA and may be amended at any time by written notice.

**Business/Billing Contact.** The following individual will be the main representative of PILA Member for purposes of this Agreement, providing guidance and direction in operational, membership and billing and payment matters (“Business Contact”):

Name:	Company:
Address:	
Ph:	Fax:
Email:	

**Technical Contact.** The following individual will be the representative of the PILA Member for the purposes of the Technical Working Group (TWG), providing technical coordination with PILA Operations and for general technical matters and information (“Technical Contact”):

Name:	Company:
Address:	
Ph:	Fax:
Email:	

### Agency Authorization Addendum (Optional)

The PILA Member authorizes \_\_\_\_\_ to be the exclusive agent (“Agent”) for itself and its designated content for purposes of interacting with PILA and the PILA System, and accepts responsibility for the Agent’s acts and omissions on behalf of the PILA Member as if such acts were the PILA Member’s own. Without limiting the foregoing, and for avoidance of doubt, it is understood that:

- A. The Agent, in consultation with the Business Contact for the PILA Member, will assign DOIs using standard methods and will register with CrossRef on the PILA Member’s account/login the DOI, the URL corresponding to each DOI, and the required metadata identifying each content item;
- B. The Agent will query the CrossRef Metadata Database on the PILA Member’s account/login to obtain and insert links into the PILA Member organization’s registered content for all references that are contained in the CrossRef Database;
- C. The Agent is not permitted to cache any Metadata or DOIs on behalf of the PILA Member without signing a separate Affiliate Agreement;
- D. Although either the PILA Member or the Agent may pay CrossRef the established membership and deposit fees for all activity performed on behalf of the PILA Member’s registered content using its account/login, the PILA Member remains responsible for such fees as they accrue.