

Paper Access Agreement

1. Definitions

Authorized users ('Users') shall mean participants in a Center for Open Science (COS) project called Predicting Replicability Challenge ('Project'). Text and Data Mining ('TDM') refers to the computational analysis of content included in the repository including journal articles (PDF files) and claim data from journal articles extracted by COS for the Project ('Content'). TDM shall include, but not be limited to the identification of entities, structures, and relationships within the Content. Text and Data Mining Output ('TDM Output') means the result of any TDM activity carried out by Users.

2. Text and Data Mining

Users acknowledge that Content is protected by copyright and that all right, title, and interest in and to Content remains with publishers and its licensors.

In the event that certain Content is made available under a more permissive license, such as Creative Commons CC BY license, then the terms of the article level license will apply and Users may use that Content in accordance with article level permissions. In addition, this access agreement is not intended to restrict any statutory TDM rights held by Users under applicable legislation.

3. Security, Grant of Access Rights, Formats and Delivery Mechanisms

Content is made available to Users through a private Open Science Framework (OSF) project. Users shall implement and maintain adequate and effective state of the art security systems and measures to safeguard Content downloaded for TDM, in line with international industry standards and best practice. The Users will provide evidence of such security measures to COS upon request at any point during or after the expiration of this agreement. This requirement shall be in effect up to five (5) years post-termination of this agreement.

In the event that the TDM results in the processing of personal data, Users shall comply with relevant data protection and privacy laws ('Data Privacy Legislation'). By accessing the Content, Users irrevocably and explicitly agree to indemnify COS against all losses and hold COS harmless from any and all claims, damages, liabilities, costs, and expenses (including reasonable counsel fees) that COS incurs or sustains arising out of any breach by Users of the Data Privacy Legislation.

4. TDM Output

Users may load and technically format Content on a system not accessible to anyone other than Users in order to enable access to and use of such Content for TDM purposes by using automated programs or devices to continuously and automatically:

- extract, process, and index information such as semantic entities from Content
- mount, load, and integrate the results for access and use for secure TDM
- communicate TDM Output to third parties as part of original non-commercial research carried out by User for Project, including in articles that describe, analyze, and interpret research. Publications or analyses resulting from TDM of Content may include brief quotations from the original text as permitted under Section 107 or 108 of the 1976 United States Copyright Act, or as permitted by other applicable national copyright laws internationally. Any such extracts, as well as bibliographic metadata, must cite the original Content in the form of a DOI link that points back to the individual full text item of Content. All products developed from the TDM Output must be presented with an appropriate Creative Commons or other similar open license.

5. Restrictions

Except as expressly stated in this access agreement or otherwise permitted in writing, Users may not:

- perform systematic or substantive extracting that has the potential to substitute and/or replicate any other existing product, service, and/or solution from publishers of Content
- utilize the TDM Output to enhance institutional or subject repositories in a way that would compete with the value of Content or have the potential to substitute and/or replicate any other existing product, service, and/or solution from publishers of Content
- redistribute, copy, or access Content for any other purpose other than as set forth in this access agreement for the purposes of the Project
- make the results of any TDM Output available on an externally facing server or website, except as permitted in clause 4
- allow a third party to harvest any TDM Output to an internal or external server; extract, develop or use Content in any direct or indirect commercial activity; abridge, modify, translate, or create any derivative work based on Content, except to the extent necessary to make it perceptible on a computer screen to the User for research purposes; remove, obscure or modify in any way any copyright notices, or other notices or disclaimers as they appear in Content
- reproduce any illustrations, including photographs, figures, and line drawings, or measure, scale, or instrument in the TDM Output without the consent of the rights holder (unless permitted under the article level license)

6. Term and Termination

The term shall commence when User is granted access to Content and shall continue until terminated by either party with thirty (30) days' written notice to the other party. COS may terminate this access agreement if User materially breaches its obligations under this access agreement and fails to cure such material breach, provided that COS shall give written notice of its intention to terminate and shall allow the breaching party 30 days after receipt of such notice to remedy the breach. Neither party's delay or failure to perform any provision of this access agreement as a result of circumstances beyond its control shall be deemed a breach. Upon termination for any reason, Users will cease all use of the Content permitted under this access agreement and delete all Content downloaded. Users may retain the TDM Output.

By accessing the Content, the users irrevocably and explicitly accept these terms and conditions.