

OA Switchboard GENERAL TERMS & CONDITIONS – deposited at the Dutch Chamber of Commerce**1. Definitions:**

In these General Terms & Conditions, and any agreement that these General Terms & Conditions are an integral part of, including its preamble, headers and annexes, capitalized words and expressions, used in the singular or in the plural, shall have the following meaning:

- 1.1. **Account:** each individual Client's user account through which access and use of the Services is provided;
- 1.2. **Applicable Data Protection Laws:** to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which OAS is subject, which relates to the protection of personal data and; to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data;
- 1.3. **Applicable Laws:** all applicable laws, statutes, regulations and codes from time to time in force;
- 1.4. **Business Day:** a day excluding Saturdays and Sundays and official public holidays in the Netherlands where banks and business are generally recognised to be open;
- 1.5. **Clients:** those Funders, Institutions and Publishers, who pay for the Services, and who have signed a Service Agreement with OAS identical to, or on materially identical terms as Participant;
- 1.6. **Code of Practice:** a collaboratively agreed text to ensure and formalise best practices, community representation, involvement and input in product/service development, publicly made available as such;
- 1.7. **EU GDPR:** the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law;
- 1.8. **Fees:** prices charged to Clients by OAS for the Services rendered, price list available from www.oaswitchboard.org;
- 1.9. **Funders:** private or public research funding agencies, councils or foundations, operating globally or nationally for scholarly disciplines or organised otherwise;
- 1.10. **Force Majeure:** any event qualifying as a default which is as a result of circumstances beyond the control of the relevant party (including without limitation, war, strikes, flood, governmental restrictions, pandemic, epidemic, and power, telecommunications or Internet failures or damages to or destruction of any network facilities);
- 1.11. **Institutions:** establishments founded for doing independent research, like universities, research institutes or research centres;
- 1.12. **Message(s):** pre-defined message structures, or schemas, that constitute a combination of mandatory and non-mandatory fields, that are being populated, initiated and sent by Participant or one of the other Clients and received and responded to by one of the other Clients or Participant, via the OA Switchboard; Messages can be exchanged before or after the applicable publication is published, specifications of which can be found on the OAS website (<https://bitbucket.org/oaswitchboard/api/src/master/>);
- 1.13. **Message Content:** data and information contained in a specific Message, such as, but not limited to personal (author) information, publication (meta)data, journal (meta)data, pricing or deal information, and potentially commercially sensitive information;
- 1.14. **OAS:** Stichting OA Switchboard, Prins Willem-Alexanderhof 5, 2595BE, The Hague, Netherlands, registered at Dutch Chamber of Commerce under number 80620698;
- 1.15. **OASPA:** Open Access Scholarly Publishers Association, Prins Willem-Alexanderhof 5, 2595BE, The Hague, Netherlands, registered at Dutch Chamber of Commerce under number 52791092;
- 1.16. **OA Switchboard:** a central information exchange hub, established, operated and maintained by OAS, which connects Clients and systems, streamlines and standardises the communication and neutral exchange of open access related publication-level information, and ensuring a financial settlement can be done;
- 1.17. **Participant:** specific Client who entered into a Service Agreement with OAS;
- 1.18. **Party:** OAS and Participant in a Service Agreement;
- 1.19. **Patron Privacy:** the right to privacy and confidentiality of individuals in the role of author or editor or researcher regarding, including but not limited to, their personal data, the subjects of their research, and the journals they submit manuscripts to for publication;
- 1.20. **Publishers:** entities publishing scholarly outputs;

- 1.21. **Reports:** aggregation of Message Content, that can be exported from the OA Switchboard as part of the Services, uploaded by Participant to its own system, or otherwise reused by Clients who were party to those Messages as sender or recipient;
- 1.22. **Service Agreement:** agreement OAS and Participant entered into, that governs the access to and use of the Services;
- 1.23. **Services:** access to and use of the OA Switchboard and related services provided by OAS, as further described in clause 2 and clause 3;
- 1.24. **Technical Support:** support in setting up the Account for Participant and onboarding, including user support when using the OA Switchboard via the user interface and support in integrating with the standard OA Switchboard API;
- 1.25. **UK GDPR:** the retained General Data Protection Regulation ((EU) 2016/679), as supplemented by section 205(4)) of the Data Protection Act 2018;
- 1.26. **Version of Record:** the final typeset and edited version of the journal article that has been made available by formally and exclusively declaring the article published.

2. The Services - General provisions

- 2.1. OAS is the owner of, and retains all rights, title and interests in the OA Switchboard. In accordance with these General Terms & Conditions, OAS shall provide the Participant the Services through granting a non-exclusive and non-transferable right to access and use the OA Switchboard and related services (the “**Services**”), and the Participant undertakes to accept these Services and, in consideration thereof, pay the Fees due to OAS.
- 2.2. The Participant has the discretion to include data and information in Messages and in response Messages that Participant sends via the OA Switchboard, and acknowledges this may include sensitive or confidential information.
- 2.3. For the avoidance of doubt: individuals, in the role of author or editor or researcher, cannot be Clients of the Services.
- 2.4. For the avoidance of doubt, OAS doesn’t have and doesn’t claim any ownership to or responsibility for Messages, Message Content or Reports. This data is to be governed by Applicable Laws that are outside the scope of OAS’s responsibility with respect to providing the Services.
- 2.5. Nothing in the Service Agreement shall imply that OAS has any obligation to provide any services in any form whatsoever to Clients other than the Services. Notably, under the Service Agreement, OAS shall not be obliged to develop any software or applications specifically for Clients. Except as otherwise provided in any applicable license or agreement, Clients shall not obtain and are not entitled to obtain the ownership of, or any other access, claim or right in respect of OAS’s or OAS’s third parties’ software or applications, including but not limited to the OA Switchboard, and/or source codes.
- 2.6. OAS shall act neither in name nor on behalf of Clients in any of Clients’ transactions performed through the OA Switchboard.
- 2.7. Neither Party shall act in name, or on behalf of, or seek to represent the other Party with respect to the OA Switchboard and related services or with respect to other Clients.

3. The Services - Details

- 3.1. OAS provides infrastructure to Clients, through which they can:
 - 3.1.1. initiate and send standardised Messages to each other;
 - 3.1.2. read and respond with standardised response Messages to Messages they receive; and
 - 3.1.3. run Reports.
 The infrastructure can be accessed and used directly (via the user interface), or connected to by Clients via an API (Application Programming Interface).

- 3.2. OAS may decide to use a third party software development provider to develop and support the Services.
- 3.3. OAS makes available the OA Switchboard as part of the Services, which consists of:
 - 3.3.1. Core message hub & data store;
 - 3.3.2. Application Programming Interface (API);
 - 3.3.3. Standard connectors (to API); and
 - 3.3.4. Web application (with User Interface).

The repository and documentation is available via Bitbucket (<https://bitbucket.org/oaswitchboard/api/>).

In addition, there are (micro)services used within the OA Switchboard that are not developed by OAS, and are sub-contracted to a third party:

- 3.3.5. Platform-as-a-Service offered by AWS (Amazon Web Services), which is not open source (e.g. API gateway, VPC, server environments, Lambda serverless runtime, messaging services including SQS/SNS/SES); and
 - 3.3.6. Database-as-a-Service offered by AWS, which is open source, PostgreSQL enabled as a managed database service.
- 3.4. OAS aims to provide secured Services and privacy through the technology used (including but not limited to validation of Messages before routing to recipients) and contracts (including but not limited to only delivering Messages to recipients with a Service Agreement), but at all time the Services are provided by OAS “as is” on a reasonable efforts basis. In this regard the Services are provided with the following assumptions and principles:
 - 3.4.1. One user (one Account) per Client;
 - 3.4.2. Client authorisation is required, always;
 - 3.4.3. OAS stores Message headers (all) and Message Content (depending on Clients’ settings);
 - 3.4.4. Only Clients sending or receiving a Message can retrieve the Message Content in that Message;
 - 3.4.5. OAS and Technical Support staff cannot access a Client’s Message Content; and
 - 3.4.6. Unauthorized access is logged by OAS.
 - 3.5. Technical Support is included in the Services for those Clients integrating with the standard OA Switchboard API. If additional support is required, Client can agree additional fee with OAS by a separate written fee agreement.

4. Responsibilities of Participant

- 4.1. Wherever legally required under Applicable Data Protection Laws, Participant will obtain any necessary permissions and consents from individuals, to disclose their personal information.
- 4.2. Where any personal data is made available by Participant to other Clients via the Services, or where Participant receives any personal data from other Clients via the Services, Participant warrants that it shall:
 1. process such personal data only to the extent strictly necessary to enjoy its express rights which are granted under the Service Agreement;
 2. comply with all Applicable Data Protection Laws with regard to such personal data as they use the Services;
 3. protect the rights of all data subjects and ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, personal data;
 4. report any suspected or actual personal data breach(es) promptly (and in any event within 48 hours of becoming aware of the breach) to OAS in writing and provide all assistance required by OAS in dealing with any actual or suspected data breach; and
 5. for the purposes of this clause 4.2, the terms “personal data”, “process”, “data subject” and “personal data breaches” shall have the meanings given to them in the Applicable Data

Protection Laws. For the avoidance of doubt, Client acknowledges that OAS classes the names, titles, affiliation, contact addresses, email addresses and any URL that identifies a researcher or research group as personal data under the Data Protection Laws.

- 4.3. Where any personal data, before the Version of Record is published, is made available by Participant to other Clients via the Services, or where Participant receives any personal data from other Clients via the Services, before the Version of Record is published, Participant will respect Applicable Data Protection Laws in relation to the use and other processing of such personal data and protect Patron Privacy.
- 4.4. In consideration of Participant receiving Message Content from other Clients and Reports, Participant shall respect all applicable agreements between Participant and other Clients relevant to the Message Content, including but not limited to arrangements regarding confidential information and commercial terms, and Participant shall comply with Applicable Data Protection Laws.
- 4.5. Participant shall, as sender of Message Content and as recipient of Message Content from other Clients and as recipient of Reports, comply with the terms of their Service Agreement, and with all Applicable Laws regarding access and use of the Services, and the Participant is free to use all Message Content and Reports for its own purposes.
- 4.6. Participant shall make reasonable efforts to respond to Messages received via the OA Switchboard within three (3) Business Days or as otherwise defined as 'best practice' in one of the Codes of Practice.
- 4.7. Participant is solely responsible for configuring its systems and routers to connect to the OA Switchboard API, if applicable, and for bearing any cost associated with that.
- 4.8. Participant shall:
 1. accept any and all maintenance, updates, upgrades and other releases, and security updates and upgrades, of the Services, provided that they do not alter the nature of the Services provided by OAS, and accepts that this may affect their integration;
 2. use reasonable endeavours to observe all instructions and operational process given by OAS in respect of the use of the Services; and
 3. implement and maintain appropriate organizational and technical measures to secure Participant's computer systems and network from unlawful and unauthorized access and use that could interfere with the Services.
- 4.9. Participant understands that initial and periodic screening (led by OASPA) may be part of the process to become and remain a Participant, to ensure the integrity of scholarship is preserved through the OA Switchboard.
- 4.10. Participant will not make any public statements about the OA Switchboard or OAS, or use or make reference to OA Switchboard's or OAS's name or logo without the prior written consent of OAS, which will not unreasonably be withheld, with the exception of Participant being allowed to make reference in Participant's own marketing material and website and their customer communication to the fact they are a client of OAS and a description of how they use and implement the OA Switchboard, for which Participant is allowed to use OA Switchboard's or OAS's name and logo in a format to be agreed with OAS in advance.
- 4.11. Participant agrees to use reasonable endeavours to support the collaborative spirit of the OA Switchboard through involvement and input in product/service development, and/or Advisory Group, and/or Task/Working Groups and/or other activities.
- 4.12. Changes to the details provided for the initial set-up of Participant's Account in the OA Switchboard will have to be done in writing and sent from the email address provided to dev@oaswitchboard.org, and will be processed promptly after confirmation by OAS.

5. Responsibilities of OAS:

- 5.1. OAS makes available and will support and develop, possibly via a technology partner, the Services.
- 5.2. OAS shall use reasonable endeavours to maintain the continuous availability of the Services and the related Services to Clients. However, OAS does not and cannot guarantee a continuous availability of the Services. The Services may be reduced in availability or even unavailable due to scheduled or unscheduled maintenance, security issues, updates and upgrades, and other releases or due to Force Majeure.
- 5.3. OAS will ensure that Participant's Messages will only be sent to such other Clients, recipient(s), as indicated by the Participant via the recipient designation in the 'send-to' field.
- 5.4. OAS shall make no alterations to the Message Content which may affect its meaning, although it may process the Message Content if necessary into a more convenient format as required for the Services.
- 5.5. OAS does not have and does not claim to have any ownership of or legal interest in Message Content and Reports, and OAS shall not use Message Content and Reports for any other purpose than delivering the Services to Clients. OAS explicitly declares to not store Message Content or Reports for the purpose of creating a database or derivative products. Notwithstanding the aforesaid, OAS is allowed to communicate aggregated, anonymised statistics on the uptake and usage of the Services on the website and other outlets, provided that no personal data is disclosed in such publication of statistics. To the extent that OAS wishes to reference the name of the Participant as part of the Client list on the website, the procedure in clause 5.8 shall be observed.
- 5.6. Where any personal data is made available to OAS by Participant, where OAS is acting as controller for such personal data, OAS warrants that it shall:
 1. process that personal data only to the extent strictly necessary to enjoy its express rights which are granted under the Service Agreement;
 2. comply with the EU General Data Protection Regulation and the UK Data Protection Act 2018 (together the "Data Protection Laws") with regard to the personal data where they apply to the Services;
 3. protect the rights of all data subjects and ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, personal data;
 4. report any suspected or actual personal data breach(es) promptly (and in any event within 48 hours of becoming aware of the breach) to Client in writing and provide all assistance required by Client in dealing with any actual or suspected data breach; and
 5. for the purposes of this clause 5.6, the terms "personal data", "process", "data subject" and "personal data breaches" shall have the meanings given to them in the Applicable Data Protection Laws. For the avoidance of doubt, OAS classes the names, titles, affiliation, contact addresses, email addresses and any URL that identifies a researcher or research group as personal information under the Applicable Data Protection Laws.
- 5.7. Where any personal data is incorporated in Message Content by the Participant, the Participant and OAS shall comply with the provisions in Schedule 1 of the General Terms & Conditions in relation to the processing by OAS of such personal data.
- 5.8. Except in respect of acknowledging Participant's participation in OA Switchboard by displaying Participant's name and/or logo on the OA Switchboard website (in a format to be agreed with the Participant in advance), OAS will not otherwise make any public statements about the Participant, or use or make reference to Participant's name or logo, in any marketing or accompanying information without the prior written consent of Participant, which will not unreasonably be withheld.
- 5.9. OAS will ensure and formalise community representation, involvement and input from Clients and third parties in development of the OA Switchboard via: an Advisory Group, and/or Task/Working Groups,

and/or information on the website regarding the development roadmap, regular reporting (via newsletters or blogs or otherwise), and/or relevant 'Code(s) of Practice', and/or other activities and means.

- 5.10. OAS will create an Account on the OA Switchboard for the Participant following execution of their Service Agreement, provided the details for the initial set-up of Participant's Account in the OA Switchboard have been provided.

6. Liability

- 6.1. NOTHING IN THIS AGREEMENT LIMITS ANY LIABILITY WHICH CANNOT LEGALLY BE LIMITED INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE; FRAUD OR FRAUDULENT MISREPRESENTATION; OR ANY OTHER LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW.
- 6.2. THE SERVICES ARE PROVIDED BY OAS "AS IS" AND ON A REASONABLE BEST EFFORTS BASIS AND, ASIDE FROM ANY OBLIGATIONS SET OUT IN THESE GENERAL TERMS AND CONDITIONS, ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. THE SERVICES MAY CONTAIN ERRORS, BUGS, PROBLEMS OR OTHER LIMITATIONS OR YIELD INACCURATE OR UNRELIABLE RESULTS. IT IS PARTICIPANT'S RESPONSIBILITY TO ASSESS WHETHER THE SERVICES ARE OPERABLE OR USABLE IN ITS ENVIRONMENT.
- 6.3. IN NO EVENT SHALL OAS, OASPA OR ANY OF OAS' OTHER CLIENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF USE, DATA, OR PROFITS OR BUSINESS INTERRUPTION SUSTAINED BY PARTICIPANT OR ANY THIRD PARTY, HOWEVER CAUSED.
- 6.4. In case of liability, the liability of either Party shall furthermore be limited to, per liability event, to the sum of the Fees paid by Client to OAS during 3 months for the Services, and overall per year to the Fees paid by Client to OAS during 6 months, provided that this limitation shall not apply to liability caused by gross negligence or intentional default by OAS.
- 6.5. An event of liability shall not affect any other right or obligation, in particular any payment obligation, arising from this Agreement. Any claim can only be made within 6 months after the liability event arises.

7. Assignment/subcontracting

Neither Party may assign, novate or sub-contract any or all of its rights under the Service Agreement without the prior written consent of the other Party.

8. Variation

No variation of the Service Agreement shall be effective unless it is in writing and signed by the Parties.

9. No Partnership or Agency

Nothing in the Service Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties.

10. Force Majeure

Any delay or failure in performance under the Service Agreement caused by either Party as a result of Force Majeure shall only be justified if the Party affected promptly after having established such Force Majeure event notifies the other Party thereof and uses all reasonable endeavours to overcome and mitigate the effects thereof. In the case of an event of Force Majeure lasting more than three (3) months, each Party shall have the right to terminate the Service Agreement.

Schedule 1 to OA Switchboard GENERAL TERMS & CONDITIONS: Data processing

The following definitions and rules of interpretation apply in this Schedule:

1. DEFINITIONS:

“Adequacy Decision” means a decision of the European Commission or the UK government made pursuant to EU or UK Data Protection Laws (specifically including GDPR Article 45) which allows for a Transfer in compliance with EU/UK Data Protection Laws without the need to take further action.

“Agreed Purposes” means the provision of the Services relating to the OA Switchboard by OAS.

“appropriate technical and organisational measures”, “controller”, “data subject”, “personal data”, “processing”, “processor”, “special categories of personal data” and **“supervisory authorities”** have the respective meanings given to them in applicable Data Protection Laws from time to time (and related expressions shall be construed accordingly).

“Competent Authority” means:

- (a) in respect of the UK, the UK government or the Information Commissioner’s Office;
- (b) in respect of any EEA member state, the European Commission; or
- (c) any other competent court or authority in the UK or EEA, as the case may be.

“Data Protection Laws” means for the purposes of this Schedule 1:

in the UK:

the UK GDPR and the Data Protection Act 2018 and any corresponding or equivalent national laws or regulations relating to the protection of personal data;

the Privacy and Electronic Communications (EC Directive) Regulations 2003, SI 2003/2426, and any laws or regulations implementing Directive 2002/58/EC (**“ePrivacy Directive”**); and

in member states of the European Union (**“EU”**) and/or the European Economic Area (**“EEA”**): the GDPR, the ePrivacy Directive and all relevant EU and EEA member state laws or regulations giving effect to or corresponding with any of them relating to the protection of personal data;

and any other law applicable to the UK and the EU relating to the protection of personal data and the privacy of individuals, including, where applicable, guidance and codes of practice issued by the Information Commissioner or such other applicable supervisory authority.

“System Personal Data” means personal data input into the OA Switchboard by the Participant.

“GDPR” means the General Data Protection Regulation ((EU) 2016/679).

“Personal Data Breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to any of the personal data.

“Transfer” means any transfer (including any onward transfer) of personal data to a country outside the UK or EEA or to an international organisation, and related expressions shall be construed accordingly.

“UK” means the United Kingdom of Great Britain and Northern Ireland.

“UK GDPR” means the retained EU version of the GDPR as incorporated (in whole or in part) into national law in the UK, if in force.

Any words following the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

A reference to legislation is a reference to that legislation as amended, revised, replaced, extended or re-enacted from time to time, and includes all subordinate legislation made from time to time under that legislation.

A reference to a provision of the GDPR in this Schedule shall be deemed to include equivalent provisions of the UK GDPR.

2. COMPLIANCE WITH DATA PROTECTION LAWS

- 2.1 Each party agrees to comply with all applicable requirements of the Data Protection Laws in connection with the processing of such personal data.
- 2.2 This Schedule is in addition to, and does not relieve, remove or replace any other obligation set out in the Data Protection Laws.

3. SCOPE OF THIS DATA PROTECTION AGREEMENT

- 3.1 The parties acknowledge that, in respect of the processing of System Personal Data, the Participant is the controller and OAS is the processor.
- 3.2 The parties acknowledge and agree that this Schedule shall only apply to personal data, as defined under Data Protection Laws. Where any data or information is not personal data, the terms of this Schedule shall not apply.

4. DATA PROCESSING OBLIGATIONS OF OAS

- 4.1 The scope, nature, purpose and duration of processing by OAS, and the types of System Personal Data and categories of data subjects are set out in clause 4.5 below, as may be updated from time to time in accordance with this Schedule.
- 4.2 OAS shall:
 - a) process System Personal Data to the extent, and in such a manner, as is necessary for the Agreed Purposes in accordance with this Agreement and Participant’s written instructions. OAS will not process the System Personal Data for any other purpose or in a way that does not comply with this Schedule or the Data Protection Laws. Where OAS is relying on applicable laws (such as any relevant EU or EU member state laws to which OAS is subject) as the basis for processing System Personal Data, it shall promptly notify the Participant of this before performing the processing required by such applicable laws, unless (and to the extent that) those applicable laws prohibit OAS from notifying the Participant;
 - b) implement and maintain (and at all times comply with) appropriate technical and organisational measures to protect against unauthorised or unlawful processing of System Personal Data and against accidental loss or destruction of, or damage to System Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- c) keep System Personal Data confidential, and ensure that any personnel of OAS and any other Clients provided access to the OAS System by OAS who have access to and/or otherwise process System Personal Data are obliged to keep such personal data confidential;
 - d) not transfer any System Personal Data outside of the UK and the EEA (except where another Client sends a message to the Participant which is based outside of the UK and the EEA which contains System Personal Data, in which case clauses 5 and/or 6 (as applicable) shall apply), unless the prior written consent of the Participant has been obtained, and then only for the Agreed Purposes and provided the following conditions are fulfilled:
 - (i) OAS has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) OAS complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any System Personal Data that is transferred; and
 - (iv) OAS complies with reasonable instructions notified to it in advance by the Participant with respect to the processing of the System Personal Data;
 - e) assist the Participant in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - f) notify the Participant promptly and in any event within 48 hours on becoming aware of a Personal Data Breach;
 - g) at the written direction of the Participant, delete, return or otherwise provide to the Participant System Personal Data received by OAS in its capacity as processor and copies thereof, on termination of this Agreement, unless OAS is required by applicable laws to store System Personal Data;
 - h) maintain complete and accurate records and information to demonstrate its compliance with this Schedule and allow for audits, including inspections, by the Participant or its designated auditors;
 - i) promptly inform the Participant if an instruction by the Participant infringes the Data Protection Laws; and
 - j) not by any act or omission cause the Participant (or any other person) to be in breach of any Data Protection Laws.
- 4.3 OAS shall not engage a sub-processor to process System Personal Data without the Participant's prior written consent, save that OAS shall be deemed to have obtained consent for any existing sub-processors referred to in clause 3.2 and 3.3 of the General Terms and Conditions. OAS shall inform the Participant prior to engaging any new sub-processors, and the Participant shall be deemed to have given consent to the processing by such new sub-processors if the Participant does not give notice to OAS that it does not give consent to the processing by such sub-processor within 30 (thirty) days. If the Participant does not agree to such new sub-processor, the Participant may give notice to OAS to terminate the Agreement. In each case where a sub-processor is engaged by OAS, OAS shall enter into a written contract with the sub-processor that contains terms substantially the same as those set out in this Schedule. As between the Participant and OAS, OAS shall remain fully liable for all acts or omissions of any sub-processors appointed pursuant to this clause 4.3.
- 4.4 OAS shall promptly notify the Participant about any legally binding request for disclosure of Personal Data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation.
- 4.5 In respect of System Personal Data, the scope, nature, purpose of processing, types of personal data and categories of data subjects, are as follows:

Nature of processing:	Collecting, recording, storing, organising, retrieving, consulting, sharing, deleting and otherwise processing System Personal Data.
Scope and purpose of processing:	As set out in the definition of Agreed Purposes.
Duration of processing:	For the duration of this Agreement, as set out in clause 2.1 of the Agreement.
Types of personal data:	Name; name of Institution; email address, initials, ORCID
Categories of data subjects:	Any authors and representatives of Funders and Institutions and Publishers

5. STANDARD CONTRACTUAL CLAUSES

5.1 In this clause 5, **2021 EU SCCs** means module four (processor to controller) of the standard contractual clauses set out in Commission Implementing Decision (EU) 2021/914. The Participant shall comply with the data importer's obligations, and OAS shall comply with the data exporter's obligations, set out in the 2021 EU SCCs, which are hereby incorporated into and form part of this Agreement. In such incorporated 2021 EU SCCs:

- (a) for the purposes of Annex I.A of the 2021 EU SCCs, the data exporter is a processor and the data importer is a controller, and the name, address, contact person's details and relevant activities for each of them is as set out in clause 3 (Parties' Contact Details) of the Agreement;
- (b) for the purposes of Annex I.B, the description of transfers shall be as set out in Annex 3, Schedule 2 of the Agreement;
- (c) the provisions (and associated footnotes) in Clauses 14 and 15 indicated to be applicable where the processor combines the personal data received from the third country-controller with personal data collected by the processor in the European Union shall apply;
- (d) Clause 7 (Docking clause) shall not apply;
- (e) the optional provisions in Clause 11(a) shall apply;
- (f) for the purposes of Clause 17, the governing law shall be the Netherlands;
- (g) for the purposes of Clause 18, the relevant courts shall be those of the Netherlands; and
- (h) the signature(s) (in any form, including handwritten or electronic) given in connection with the execution of this Agreement by a party and the dates of such signature(s) shall apply (respectively) as the 'Signature and date' required from that party under Annex I.A.

6. UK ADDENDUM TO THE EU STANDARD CONTRACTUAL CLAUSES

6.1 In this clause 6, **UK Addendum** means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses (version B.1.0) issued by the United Kingdom's Information Commissioner. The Participant shall comply with the Importer's obligations, and OAS shall comply with the Exporter's obligations, set out in the UK Addendum, which is hereby incorporated into and forms part of this Agreement. In such incorporated UK Addendum:

- (a) the full legal name, main address and official registration number of the Importer and the Exporter are as set out at the start of the Agreement, and the Start Date is the date of the Agreement;
- (b) the full name, job title and contact details (including email) of the key contact of each of the Importer and Exporter are as set out in clause 3 (Parties' Contact Details) of the Agreement;
- (c) for the purposes of the Addendum EU SCCs (as such term is defined in the UK Addendum), module four (processor to controller) is in operation, Clause 7 (Docking clause) shall not apply, the optional provisions in Clause 11(a) shall apply and personal data received from the Importer is combined with personal data collected by the Exporter;

- (d) for the purposes of the Appendix Information (as such term is defined in the UK Addendum), the parties are listed and described in clause 3 of the Agreement, the description of transfers is set out in Annex 3, Schedule 2 of the Agreement and the applicable technical and organisational measures are not required under the relevant Addendum EU SCCs; and
- (e) for the purposes of Part 1, neither party may terminate the UK Addendum pursuant to Section 19 of such UK Addendum,

and the relevant boxes and information in Tables one to three of such incorporated UK Addendum shall be deemed completed accordingly.

7. TRANSFERS OF PERSONAL DATA FROM OAS TO THE PARTICIPANT

7.1 If transfers of personal data from the EEA to the UK become restricted (for example if the EU deems the UK to be a “third country” for Transfers and does not adopt an Adequacy Decision in respect of it), the Participant and OAS shall consult with each other as soon as reasonably practicable, reasonably and in good faith to:

- (a) agree an appropriate amendment to this Schedule in order to comply with Chapter V of the GDPR in relation to transfers of personal data from OAS to the Participant; and
- (b) if appropriate, take one or more of the following steps: (i) execute the standard contractual clauses for the transfer of personal data from the EEA to controllers established outside the EEA, in the form approved by the European Commission at the relevant time; (ii) carry out a data transfer impact assessment in respect of transfers of personal data to the Participant; and (iii) adopt any supplementary measures as the Participant may deem necessary in respect of such transfers.

Schedule 2 to OA Switchboard GENERAL TERMS & CONDITIONS: Description of Transfer

Categories of data subjects whose personal data is transferred

- Any authors and representatives of Funders and Institutions and Publishers

Categories of personal data transferred

- Name; name of institution; email address, initials, ORCID

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

- Not applicable.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

- continuous basis.

Nature of the processing

- receiving data, including collection, accessing, retrieval, recording, and data entry;
- holding data, including storage, organisation and structuring; and
- protecting data, including restricting, encrypting, and security testing.

Purpose(s) of the data transfer and further processing

- initiate and send standardised Messages from Participant to other Clients and from other Clients to the Participant;
- for Participants to read and respond with standardised response Messages to Messages they receive;
- for Participants to run Reports.
- to access the OA Switchboard directly by Participants (via the user interface), or connected to by Participants via an API (Application Programming Interface).

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

- in accordance with Schedule 1, clause 4.5 in the Agreement and in accordance with the provision of the Services.