

AGREEMENT BETWEEN CSC – IT CENTER FOR SCIENCE LTD. AND 'NAME OF ORGANIZATION' TO JOIN THE ORCID CONSORTIUM FINLAND

1. PARTIES AND CONTACT INFORMATION

Consortium Leader:

CSC - IT Center for Science Ltd. ("CSC")
Keilaranta 14, 02150 Espoo
Mail address: PL 405, FI-02101 Espoo
Business identity code: FI09206320

Consortium Member:

[Institution]

[Department or laboratory]

[Business identity code]

[Electronic invoicing details]

[Reference for invoicing]

Contact person responsible for administration:

Consortium Member

Name : _____

Position : _____

E-mail: _____

Contact person for invoicing:

Consortium Member

Name: _____

Position: _____

E-mail: _____

Consortium Leader

Name: Anne Björklund

Position: Senior Coordinator

Email: anne.bjorklund@csc.fi

Consortium Leader

Name: Susanna Haapa

Position: Financial Specialist

Email: susanna.haapa@csc.fi

2. THE PURPOSE OF THIS AGREEMENT

By signing this Agreement the Party identified above as a Consortium Member commits itself to join the ORCID Consortium Finland coordinated by CSC – IT Center for Science Ltd. (CSC) and gives CSC the power of attorney to enlist the organization as a Consortium Member on Consortium Members list (APPENDIX A: Exhibit 1 to the Consortium Agreement: Consortium Members, page 4). CSC makes an identical agreement with all Consortium Members.

To join the ORCID Consortium Finland each Consortium Member who have signed this Agreement shall sign also the Accession Agreement with ORCID to be a party to, and be bound by, the terms of this Agreement and the terms and conditions of the License Agreement (APPENDIX A: Exhibit 2: Accession Agreement, pages 5-6). The Accession Agreement between ORCID and the Consortium Member shall be signed without delay after the ORCID Consortium Member License Agreement between ORCID and CSC has been signed.

Timeline for establishing the ORCID Consortium Finland:

- *Agreements between CSC and the Consortium Members signed by members: 6.5.2016*
- *The Final Consortium Member fee will be confirmed: 10.5.2016*
- *ORCID Consortium Member License Agreement between CSC and ORCID (APPENDIX A) signed: 16.5.2016*
- *Accession Agreements between ORCID and Consortium Members (APPENDIX A, Exhibit 2) signed: 23.5.2016*
- *Consortium Start Date: 1.6.2016*
- *Licensing Term Start Date: 1.6.2016*
- *Licensing Term End Date: 31.5.2017*

3. SERVICES COVERED BY THIS AGREEMENT

ORCID Classification: Consortium

Membership Level: Premium

Consortium Band: A list of Consortium Members that are to be ORCID Members with Member Benefits [are to be kept online at ADDRESS] (to be completed).

Consortium Fee: (to be completed)

The Consortium Leader carries out the obligations and the tasks defined in the ORCID Consortium Member License Agreement (APPENDIX A) with care and with the professional approach required by the tasks.

4. CONSORTIUM FEE AND PAYMENT TERMS

By signing this agreement the Consortium Member commits itself to make the payment of the Consortium Member Fee to the Consortium Leader. The Consortium Member Fee depends on the number of organizations joined in the ORCID Consortium Finland as following:

- 5–9 members: USD 6,000 each
- 10–19 members: USD 5,000 each
- 20–29 members: USD 4,000 each
- 30–99 members: USD 135,000 total
- 100–250 members: USD 200,000 total

The cost will be equal to all Consortium Members. The final fee will be confirmed after all the Consortium Members joining the ORCID Consortium Finland have signed this agreement.

Any Consortium Member that has a pre-existing and paid ORCID membership will be deducted from the initial year fee calculation for consortia with fewer than 30 Consortium Members. Consortium Leader shall be responsible for collecting and paying the Consortium Fee to ORCID.

CSC does not charge the Consortium Members any other fees than the Consortium Member Fee of each Term that the Consortium Leader collects and passes to ORCID. If ORCID changes the annual member fee the change will enter into force at the beginning of the Renewal Term. Prior to the change, CSC shall give a notice to the Consortium Members without delay.

CSC is not entitled to select nor charge any additional member benefits on behalf of the Consortium Members that might become available during the Initial Term.

5. NEW MEMBERS

The ORCID Consortium Finland will accept new Consortium Members during the agreement term. This may affect old Consortium Members' license fees starting from the beginning of the renewal term. New Members joining the Consortium in the middle of the initial term or any renewal term will not affect the old Members' fees for that term.

6. INVOICING

The Consortium Leader is responsible for collecting and paying the Consortium Fee to ORCID. The Consortium Fee shall be due net 45 days from signing the Consortium Agreement between ORCID and the Consortium Leader.

Invoice for the Consortium Member Fee will be sent out annually in the beginning of each initial term. The Consortium Member is responsible to make the payment within 30 days after receipt of invoice. Any comments concerning an invoice shall be made by due date.

The Consortium Membership Fee is non-refundable.

Invoicing information/Consortium Member:

[Institution]

[Department or laboratory]

[Business identity code]

[Electronic invoicing details]

[Reference for invoicing]

7. VALIDITY AND TERMINATION OF THE AGREEMENT

The contract enters into force when both parties have signed it and is valid until the end of the Licensing Term 31.5.2017 and will be renewed automatically.

Prior to the end of each term, ORCID shall provide a renewal notice/invoice to the Consortium Leader setting forth the expiration date for the then-current term, the dates of the renewal term, the relevant fees for the renewal term, and the due date for such fees (which shall be net 45 days from the commencement of the renewal term). The Consortium Leader shall have thirty (30) days from the date of such renewal notice/invoice to provide a counter-notice to ORCID if it intends not to renew the Consortium Agreement and this License Agreement.

If the Consortium Member intends not to renew the membership agreement the Consortium Member shall provide the Consortium Leader a written notice sixty (60) days before the end of the Licensing Term.

If the Agreement between the Consortium Leader and ORCID is terminated the Consortium Leader will inform the Consortium Member without undue delay in order to give the Consortium Member the opportunity to enter into a direct agreement with ORCID to allow for uninterrupted access to the Member Benefits.

8. LIABILITY

Consortium Liability (APPENDIX A: ORCID License Agreement, page A-4, 7.3)

The Consortium Leader shall ensure that each Consortium Member is fully aware of the terms and conditions of the License Agreement and shall take reasonable steps to ensure that each Consortium Member uses the ORCID Registry and exercises the Member Benefits in compliance with the terms and conditions of the License Agreement.

The Consortium Leader shall be liable for its own acts, omissions and breaches under the Consortium Agreement and under the License Agreement, including, without limitation, its obligation to pay Fees under Article 5, its obligations under Article 3, and its representation and warranty that it has the authority to enter into this License Agreement on behalf of each Consortium Member.

Each Consortium Member shall be liable for its own acts, omissions and breaches under the License Agreement, including, without limitation, its obligation to pay Fees under Article 4.

9. AMENDMENTS TO THE AGREEMENT

Any amendments to this agreement shall be agreed in writing between both Parties.

10. LIST OF APPENDICIES

- APPENDIX A
 - ORCID Consortium Member License Agreement: Non-Binding
 - ORCID Consortium Agreement (to be signed between ORCID and CSC, pages 1 to 4)

- Exhibit 2: Accession Agreement (to be signed between ORCID and the Member Organization, pages 5 to 6)
 - ORCID License Agreement (pages A-1-8)
 - Appendix B to the ORCID License Agreement: Consortium Member Support Services (page A-8)
- APPENDIX B
 - Questions and Answers
- APPENDIX C
 - General terms of contract concerning the sale of services by CSC – IT Center for Science Ltd.
 - Clauses 6.3, 7, 9.1, 9.5 and 13.6. shall not be applied.

11. SIGNATURES

This agreement has been drawn up in two (2) identical copies, one for each party.

CONSORTIUM MEMBER

CONSORTIUM LEADER

CSC – IT CENTER FOR SCIENCE LTD.

'ORGANIZATION'

Place and date (pp.kk.vvvv)

Place and date (pp.kk.vvvv)

Signature

Signature

Printed or typed name

Printed or typed name

Position/Title

Position/Title