



OpenEdition Center Terms and Conditions of Use: OpenEdition Portal Platforms

Preamble

OpenEdition is a portal that brings together four platforms. OpenEdition Journals, Calenda, Hypotheses and OpenEdition Books. This portal is developed by OpenEdition Center, previously known as the Cléo (Center for Open Electronic Publishing), a service and research unit (USR 2004) under the administrative supervision of the CNRS, Aix-Marseille University, the École des Hautes Études en Social Sciences and Avignon University.

By agreement between Aix-Marseille University and its research promotion subsidiary, Protisvalor Méditerranée, the latter may oversee the administrative and financial management of certain services provided by OpenEdition Center.

OpenEdition is a research infrastructure at the service of academic communication in the humanities and social sciences.

This portal acts in a spirit of editorial and technical cooperation with the Publisher. The Publisher accesses the services of OpenEdition Center, and thereby takes part in a pooling of academic digital publishing projects. This Accession will take effect once the Publisher has completed the Accession Form, after having read and accepted these Terms and Conditions and once the OpenEdition Center Scientific Board has examined and accepted its request.

Article 1. Identity

OpenEdition is published and hosted by OpenEdition Center, USR 2004, the director of which is Madame Marie Pellen, and the head office 22 rue John Maynard Keynes, Bâtiment C - 13013 Marseille - France.

The Director of Publications in the sense ascribed by law no. 2004-575 of 21 June 2004 is Madame Marie Pellen.

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Article 2. Definitions

Exclusive access

Unlike open access, distribution in exclusive access is reserved for individuals who have obtained a right to access content. Content with exclusive access is therefore made available to the user only after verification of this right. Exclusive access is generally linked to commercial distribution, but it may also be subject to free promotional access (for example, for journalists or trial periods intended to generate a subscription) or free access (access for low-income countries or offered to partners as offprints).

Write access

Write access is a right of access to a website allowing you to write content on that website, that is to say to publish. In general, this involves being able to connect to the content management software that produces the website's pages.

Open access

Texts in open access are accessible to everyone on the web, permanently, without any condition of payment or identification.

Accession

To make its content available on OpenEdition Journals, OpenEdition Books and Hypotheses, a content producer must apply to join. This request is set out in an application (Accession Form), which must be validated by the Scientific Board.

Scientific and editorial independence

Publishers are free to choose the subjects they cover, the scientific methods adopted and their authors, within the limits of the conditions of acceptance laid down at the time of the application, i.e. provided the Publication has not changed in nature.

Paywall

The paywall is a period of restriction during which only text abstracts and book reviews are published in open access. Texts outside this paywall are accessible in full text open access. The texts behind the paywall may sometimes be used for commercial purposes.

Change in the nature of the Publication

A Publication is deemed to have changed in nature once the presentation of the Publication as described in the Accession Form no longer reflects changes to a Publication in terms of scientific policy, thematic definition or target audience.

Scientific Boards

OpenEdition Center has a Scientific Board that sets the scientific policy of the infrastructure. This Board is made up of researchers, lecturer-researchers, digital specialists and digital publishing specialists. Some platforms have a specific Scientific Board, the remit of which is delegated by the OpenEdition Center Scientific Board. Certain language communities using the infrastructure have a specific Scientific Board, the remit of which is delegated by the OpenEdition Center Scientific Board.

DOIs

A DOI (Digital Object Identifier) is a unique identifier assigned to digital resources. It is the key identification mechanism for digital resources, such as journals, scientific articles, reports, videos, etc. It is sometimes described as an ISSN or ISBN for the web, but it is also an alternative to the instability of URLs by combining the location of the document and the metadata linked to it.

Publishers

These are the natural or legal persons authorized to accept these Terms and Conditions and who are responsible for the Publication.

- For Calenda, these are the individuals who submit an announcement via the online form available for this purpose.
- For Hypotheses, this is the editor-in-chief of the research blog.
- For OpenEdition Books and OpenEdition Journals, this is the legal entity that publishes the publication, represented by its legal representative, or, where applicable, the publication director that it has designated.

Publisher space

OpenEdition Center provides the Publisher with a public-facing publisher space and a private (back office) publisher space. The public publisher space is the Publisher's website on OpenEdition. The private publisher space is a space reserved for the Publisher, subject to identification by username and password.

HANDLE identifiers

HANDLE identifiers are unique identifiers for digital documents. See <http://handle.net/>

Metadata

Metadata is information describing published documents, such as title, subtitle, abstract, author, table of contents, ISBN/ISSN, DOI, URL, language of publication, price, etc. The full text is not considered to be metadata.

Open Access Freemium (OAF)

The access policy for Publications whose texts in HTML format are in open access and whose standalone formats (PDF and ePub) are reserved for users of institutions that have subscribed to the OpenEdition Freemium programme. This is a business model that combines open access to information and the commercial deployment of income-generating services for resource producers.

OpenEdition Center

OpenEdition Center is a service and research unit (USR 2004) under the administrative supervision of the following:

- Centre National de la Recherche Scientifique - CNRS
- Aix-Marseille University
- École des Hautes Études en Sciences Sociales - EHESS
- Avignon University

The OpenEdition Center research infrastructure operates within the framework of the French Committee for Open Science (CoSO). The Center has developed OpenEdition, a designated *Équipement d'excellence* as defined by the French Investments for the Future programme. It is also a member of DARIAH, a European infrastructure for the humanities and social sciences.

Digital publishing platform, hereinafter referred to as “Platform”

A combination of software, hardware and organizational resources enabling the distribution of selected, edited and structured content on the Internet. OpenEdition Center's digital publishing platforms are upgradeable to take into account changes in the state of the art, as well as users' and publishers' demands. Within its OpenEdition portal, OpenEdition Center runs four platforms:

- **Calenda:** A platform for announcements of academic events, available at <http://calenda.org/>
- **Hypotheses:** A platform for research blogs, available at <http://hypotheses.org/>
- **OpenEdition Books:** A digital publishing platform for books, available at <http://books.openedition.org>
- **OpenEdition Journals:** A digital publishing platform for journals, available at <https://journals.openedition.org/>

Digital publishing policy

This policy is chosen by the Publishers based on the services offered by OpenEdition Center, that is to say:

- for a journal: the choice between Open Access, Open Access Freemium or a paywall;
- for each book: the choice between Open Access, Exclusive Access, Open Access Freemium and, where applicable, sale in online bookstores;
- for a research blog: there is no specific digital publishing policy for a research blog. Blogs are intended to be entirely public; only a few Publications can be partially private;
- for an academic event: there is no specific digital publishing policy for an event.

The Digital Publishing Policy is determined by Publishers when they complete their Accession Form.

Publication

The Publication may be one of the following, depending on the case in question:

- a journal: all the issues and articles of a periodical publication containing numbers and articles grouped under a common publication name identified by the same ISSN number. The articles are selected by the Publisher and organized according to its editorial policy, and are published at a pre-determined frequency.
- A book series: a set of selected and published books, regularly published.
- A research blog: a set of posts grouped within a blog, which are not published at a set frequency.
- An academic event: a programme of academic events and its corollaries.

Defunct publication

If a Publisher does not continue to publish on OpenEdition and informs OpenEdition Center of its decision not to continue the Publication, it will be considered a defunct publication.

Inactive publication

If the Publisher does not continue to publish on OpenEdition, the publication will be considered inactive.

Quality report

The quality report is a technical audit carried out by OpenEdition Center on the basis of editorial criteria which can, for example, relate to the quality of data and/or metadata on the Publication site. The quality reports are produced based on a set of good practices defined by OpenEdition Center.

Security rules

Security rules are all the practices to be observed by each of the platform users in order to guarantee the integrity of the services, data and servers of OpenEdition Center and its partners. In particular, this encompasses precautions to take when using one's computer and the accounts giving access to the Platform.

Article 3. Purpose and scope of application

The purpose of the Terms and Conditions is to define:

- the conditions under which OpenEdition Center will distribute, on the Internet, the Publication created by the Publisher;
- the conditions under which the Publisher will benefit from the services offered by OpenEdition Center to develop their digital publishing activity.

These Terms and Conditions apply to all platforms offered by OpenEdition Center: OpenEdition Books, OpenEdition Journals, Calenda and Hypotheses.

Joining the four OpenEdition platforms is reserved to Publishers whose publishing activities have been validated by OpenEdition Center and who have read and accepted these Terms and Conditions.

Article 4. Changes to the Terms and Conditions

If these Terms and Conditions are modified, OpenEdition Center will share the new Terms and Conditions with the Publisher electronically.

For Hypotheses, if the editor-in-chief of the research blog refuses to accept the new Terms and Conditions, he or she must notify OpenEdition Center by email, requesting acknowledgment of receipt, at contact@openedition.org within thirty (30) days of receiving notification by email of the new version of the Terms and Conditions from OpenEdition Center. OpenEdition Center will rescind access to the research blog for all users with editing rights, including the editor-in-chief. The content already published will remain online to ensure it is citable and permanently accessible.

For OpenEdition Books and OpenEdition Journals, if the Publisher refuses to accept the new Terms and Conditions, it must inform OpenEdition Center by letter sent via recorded delivery with acknowledgment of receipt within thirty (30) days of notification of the new version of the Terms and Conditions by OpenEdition Center. At the end of this period, OpenEdition Center will rescind access to the private publisher space and remove editing access to the public publisher space. The content already published will remain online to ensure it is citable and permanently accessible.

For Calenda, people who have already published an announcement on the platform will not be notified of the modification to the Terms and Conditions. Individuals submitting an announcement after the modification of the Terms and Conditions will accept the new Terms and Conditions when they submit their suggested event announcement. In this case, the new Terms and Conditions will take effect as soon as they are published online.

Article 5. OpenEdition Center commitments

5.1 Selection by the Scientific Board

OpenEdition Center is committed to selecting high quality publishing projects that reflect the scope of the humanities and social sciences, understood in the broad sense. This selection is specific to each type of Publication.

5.2 Editorial commitments

OpenEdition Center undertakes to act in accordance with the scientific and editorial independence of the Publishers, subject to the provisions of Article 8 of these Terms and Conditions and the requirements of scientific rigour set out in Article 5.1.

5.3 Cost to the Publisher

Access to the basic functions of the OpenEdition Center platforms is free for the Publisher. Access to additional functionalities may be subject to a fee. These additional functions will be the subject of a separate contract.

5.4 Training

OpenEdition Center offers the Publisher the means to acquire the skills necessary to use the Platform, by the means it deems useful (in particular, documentation, online help, training, a discussion list) and within the limits of its capabilities. This constitutes a basic offer of training, which is free.

5.5 Write access on a publication platform

OpenEdition Center provides the Publisher with a state-of-the-art digital publication platform, allowing Publishers to:

- publish academic content;
- access specific functionalities for academic publishing;
- produce structured data to adapt to technological developments;
- produce interoperable data.

OpenEdition Center gives the Publisher write access on the publisher space.

5.6 Title ownership

These Terms and Conditions do not give rise to a transfer of ownership of the title of the Publication to OpenEdition Center.

5.7 Promotional commitments

OpenEdition Center will make its best efforts to reference and promote the Publication by all the means at its disposal, in particular with regard to reference databases. OpenEdition Center will inform visitors to its sites and its subscribers of news about the Publication.

5.8 Referencing commitments

In the case of journals and books, whether in open access or in exclusive access, OpenEdition Center may be required to give access to the texts, metadata and covers of Publications to external operators for the purpose of indexing. In particular, this includes making it possible for Internet users to access this content by clicking on hyperlinks on certain partner sites and portals.

5.9 Commitments linked to legal obligations

OpenEdition Center may be required to give access to texts, whether in open access or in exclusive access, to external operators for legal purposes, as in the case of the PLATON mechanism put in place by the Bibliothèque Nationale de France under law no. 2006-961 of 1 August 2006 on copyright and related rights in the information society, which is for the benefit of people with disabilities.

5.10 Technical commitments

OpenEdition Center administers and manages all the servers, software and databases in use on its servers.

OpenEdition Center undertakes to make its best efforts to avoid any misuse or fraudulent use of content.

OpenEdition Center undertakes to make its best efforts to ensure the security of its servers and its network against any external physical or cyber attack.

OpenEdition Center will make its best efforts to ensure the availability of, and accessibility to, OpenEdition platforms.

In order to ensure the maintenance of the site, OpenEdition Center reserves the right to suspend access to the platforms. OpenEdition Center will inform the Publisher by all means available at least twenty-four (24) hours before the suspension of service due to maintenance.

OpenEdition Center archives and hosts the Publication site, as well as the databases and files linked to it. It guarantees the existence of remote backup copies. These are produced every day: three (3) version copies of the files are kept over a rolling period of three (3) months, and a daily copy of the databases is kept over the same period.

Access to the platforms will be given by OpenEdition Center to the Publisher according to editorial needs and within parameters that ensure the security of the Platform.

This access will give rise to:

- the creation of a dedicated space on the Platform specific to the Publication;
- for OpenEdition Journals, Hypotheses, and OpenEdition Books, with the exception of Calenda, the creation of an account (username and password) enabling content to be published on the Platform.

5.11 System for reporting illegal content

In its capacity as host and publisher, OpenEdition Center has set up, in accordance with law no. 2004-575 of 21 June 2004, a system for reporting illegal content accessible on each page of the platform.

Anyone who becomes aware of manifestly illegal content must inform OpenEdition Center so that it can, if necessary, take the requisite measures.

Following a request based on article 6-I of law no. 2004-575 of 21 June 2004, known as the law on trust in the digital economy, OpenEdition Center will have the right, without engaging its liability, to modify, interrupt or temporarily or permanently delete all or part of any content that is manifestly illegal, without prior notice to the author of the content.

Article 6. Publisher's commitments

6.1 Exclusivity

Participation in the OpenEdition portal is not subject to any form of exclusivity. With the exception of Calenda, if identical content is published elsewhere on the Web, the Publisher must inform OpenEdition Center.

Special conditions of exclusivity may be applied for some content falling under the General Conditions of Commercial Distribution or the Special Conditions of Commercial Distribution.

6.2 Online publication policy (journals and book series)

In the case of journals and book series, the Publisher undertakes to publish the full text online in open access, in accordance with the definition contained in article 2.

The Digital Publishing Policy may provide:

- for journals: a restriction period (paywall), during which a commercial distribution policy can be implemented. This period is determined for the Publication by the Publisher and OpenEdition Center, by mutual agreement, at the time when the Publisher joins.
- for books: a percentage of books sold in all formats (HTML, ePub, PDF). This percentage is specified for the Publication by the Publisher and OpenEdition Center, by mutual agreement, at the time when the Publisher joins.

The launch of the Publication site or page, accompanied by a digital announcement, takes place when OpenEdition Center and the Publisher judge the progress of the Online Publication satisfactory.

If the Publisher wishes to put the content of another Publication online, this must be the subject of a new Accession Form submitted to OpenEdition Center.

6.3 Quality

The Publisher undertakes to deposit on OpenEdition content that is consistent with the general scientific policy of OpenEdition. If in doubt, the Publisher has the right to consult the OpenEdition Center Scientific Board beforehand in order to ensure that the content complies with the general scientific policy of OpenEdition Center. If this concerns, for example, a new book series, the Publisher must seek the advice of the Scientific Board by contacting the director of OpenEdition Center directly.

In the case of journals and book series, the Publisher undertakes to deposit on OpenEdition content that meets the standards of scientific selection.

When a significant change in the editorial line of the Publication occurs, the Publisher will inform OpenEdition Center so that the latter can ensure the new editorial line is consistent with the objectives of OpenEdition Center.

The Publisher undertakes to comply with mandatory requests for quality reports addressed to it by OpenEdition Center. In particular:

- The Publication site (except for Calenda) must mention the Publication's email address, postal address, the name of the Publication Director, identifiers such as its ISBN, ISSN, etc.
- For the OpenEdition Journals and OpenEdition Books platforms, the Publisher undertakes to comply with its digital publishing policy by regularly updating the site.
- In the case that the Publication is published in both digital and print form, and a paywall is selected, the Publisher undertakes to comply with the online publication timeframes agreed between OpenEdition Center and the Publisher.

6.4 Exchange of information

The Publisher undertakes to notify OpenEdition Center of any change by which it is concerned, in particular a change of name, legal form, digital or postal address, telephone number, cessation of activity (dissolution, reorganization or legal liquidation), or a change of activity.

The Publisher undertakes to report the parallel publication of journals, books or blogs on other portals, or in online bookstores, to OpenEdition Center. This provision does not apply to announcements published on Calenda.

If DOIs, HANDLE identifiers or other standardized unique identification systems have already been registered by the Publisher, the latter will authorize OpenEdition Center to register new URLs associated with the existing identifiers.

6.5 Site design

The Publisher undertakes to use the design of the Publication site offered by OpenEdition Center. This is carried out in accordance with legislation, the state of the art, and the technical constraints of the Platform, with the aim of promoting the identity of the Publication and maintaining consistency across the Platform.

6.6 Security

The Publisher undertakes to accept to use the software recommended by OpenEdition Center when using its platforms. The Publisher undertakes to follow the recommendations made by OpenEdition Center in order to ensure the integrity of the technology underpinning the portal.

OpenEdition Center makes every effort to secure the site and imposes technical rules on the Publisher in order to achieve this (see Annex 1: "Security rules"). It also reserves the right to file a complaint for modification, destruction, or illegal use of the pages of the Publication site by an unauthorized third party.

In the event of modification of the pages of the Publication site by an unauthorized third party, OpenEdition Center undertakes to erase these modified pages as soon as the Publisher has informed OpenEdition Center. The Publisher undertakes to use the accounts giving access to the Platform at its disposal with the greatest care. Security rules must be strictly followed in order not to encourage intrusion into the system. In particular, the use of passwords that do not comply with the security level required by OpenEdition Center and the use of an account by several people are strictly prohibited.

In general, the Publisher undertakes to take all the necessary precautions and measures to protect its computer system from any unlawful intrusion and/or contamination by viruses.

6.7 Liability

All the documents put online by the Publisher are under the editorial and legal responsibility of its Publication director, in particular textual, visual or audio content, including discussion lists, forums, metadata, and RSS feeds. As such, the Publisher assures OpenEdition Center that its content is compliant with the legislation in force and undertakes to relieve and guarantee OpenEdition Center against any complaint and any conviction relating to content put online as part of its discussion lists, forums, metadata and RSS feeds.

The Publisher is required to respect the RENATER ethics charter (charter available at <http://www.renater.fr>).

By joining one or more platforms of the OpenEdition portal, the Publisher undertakes not to publish content contrary to the legislation in force.

By joining the OpenEdition portal's digital platform, the Publisher undertakes not to put online content including:

- a message and/or images advocating fascist, xenophobic, racist or sectarian ideologies;
- defamatory and/or abusive remarks;
- remarks and/or images of an insulting, humiliating or invasive character;
- paedophilic comments and/or images;
- comments and/or images and/or videos of a pornographic nature;
- remarks and/or images likely to undermine public order, respect for the human person or their dignity, equality between women and men, protection of minors;

- remarks and/or images encouraging, containing or causing discrimination, insult, hatred or violence towards a person or a group of people, in particular because of their origin, or whether or not they belong to an ethnic group, a nation, a race or a religion, their disability, their sexual preferences or any other difference;
- remarks and/or images promoting, or negating or questioning, war crimes and/or crimes against humanity (denialism);
- comments and/or images encouraging the undertaking of crimes and offences or the trade and consumption of illegal substances, prostitution, terrorism, sexual assault, theft, suicide, violence, degradations and deliberate impairments that are dangerous for people, violations of the authority of justice;
- elements infringing intellectual property rights (brand, copyright, designs and models, patents);
- comments and/or images relating to personality rights (invasion of privacy, disclosure of an image without the person's authorization, disclosure of private and/or personal data, etc.).

The Publisher guarantees to assume all responsibility for the content of the Publications, in particular compliance with all the regulations and laws applicable on French territory and abroad, public order and morality, as well as the absence of error and technical defect.

The Publisher guarantees that the Publications do not contain viruses or other computer programmes that may damage or detrimentally interfere with any computer or telecommunications network, mobile technology equipment or phones, or send unsolicited email.

The Publisher will indemnify OpenEdition Center and/or its partners for all damages, actions, procedures, claims, requests, losses, costs or expenses (including legal fees and disbursements) suffered as a result of these Terms and Conditions.

The Publisher undertakes to do everything possible to publish content whose form conforms to the customs of the academic community, that is to say structured by rational argument.

The Publisher undertakes to comply with requests that the competent Scientific Board makes of it, if applicable.

A change in the nature of the Publication may also be a cause that may terminate access to the services of OpenEdition Center and suspend the ability of the Publisher to add content to the site under the same conditions referred to in the paragraph above.

Article 7: Limitations of the liability of OpenEdition Center

OpenEdition Center cannot be held liable for difficulties of access or temporary unavailability of access to OpenEdition sites and services due to network disruptions, the complexity of global networks and, at certain times, high Internet traffic.

OpenEdition Center cannot be held liable for the inadequacy of the services it provides for the specific objectives that the Publisher may envisage or pursue in as much as, before any decision, the Publisher has had access to the information uploaded on the portal Openedition.org.

OpenEdition Center will not be liable in the following hypothetical situations:

- difficulty accessing the site due to the saturation of networks during certain periods;
- contamination of data and/or computer systems by viruses, the protection of which is the responsibility of the Publisher;
- damage to equipment connected to the website, which is the sole responsibility of the Publisher.

The liability of OpenEdition Center cannot be engaged due to the failure to perform, or a delay in the performance of, its services where this failure or delay to perform is due to the Publisher, unforeseen circumstances, or a case of force majeure (in particular unavailability of the server due to network disruptions, failure of telecommunications networks, insurrections, war, state of emergency, natural disasters, etc.).

In no event will the OpenEdition Center be liable for indirect or unforeseeable damage that may result from these Terms and Conditions.

The following are considered indirect, non-compensable damages: commercial and image damage, loss of turnover, profits, claims by third parties, loss of data and files.

Article 8: Intellectual property

8.1 The OpenEdition portal

All of the content on the OpenEdition portal, including texts, images, sounds and videos, is protected by copyright and belongs to the OpenEdition Center and its supervisory bodies (Aix-Marseille University, the CNRS, Avignon University and the École des Hautes Etudes en Sciences Sociales), with the exception of content created or put online by the Publisher that has not been the subject of copyright assignment.

Participation on the portal does not confer any intellectual property rights to the Publisher.

Any partial or total reproduction without the prior written authorization of OpenEdition Center is an act of counterfeit and may lead to legal proceedings.

8.2 OpenEdition Center databases

OpenEdition Center benefits from the protections ascribed to the producer of a database, as provided for in article L. 341-1 of the Intellectual Property Code.

The Publisher undertakes to:

- not reproduce in numbers for profit-making purposes information obtained to consult the files;
- not copy the information onto media of any kind allowing all or part of the original files to be reconstructed.

Any infringement of the rights of the producer is punished in accordance with article L. 343-4 et seq. of the Intellectual Property Code.

8.3 The Publisher

The Publisher is required to comply with intellectual property legislation. It must formally acquire authors' consent to put content online. It must obtain consent from the rights holders to publish multimedia files online. The Publisher is responsible for obtaining authorizations for online publication from the rights holders of the published documents.

OpenEdition Center and its supervisory bodies accept no responsibility as regards copyright. The Publisher is solely liable for any publication not authorized by an author.

The Publisher assures OpenEdition Center that its Publications do not infringe any copyright, trademark, know-how or other intellectual property right of any third party. In particular, it assures OpenEdition Center against any plagiarism that may fall, by virtue of its gravity, under the legislation on counterfeiting.

The Publisher undertakes to inform OpenEdition Center in writing of any claim and dispute of rights concerning putting a Publication online, so that OpenEdition Center can remove the content without delay.

The Publisher declares and guarantees that the content of the Publications is not the subject of any exclusivity rights granted to another Publisher and/or another company, institution or other body performing the same activity as OpenEdition Center.

The Publisher declares and guarantees that the personal data of the authors for which it is the data controller is collected and then transmitted to OpenEdition Center in compliance with the provisions of the European General Data Protection Regulation (GDPR). The Publisher assures OpenEdition Center that it will be possible for the latter to publish on its platforms and archive the personal data of said authors in accordance with article 11 of these Terms and Conditions.

8.3.1 Transfer of intellectual property rights

The Publisher hereby assigns copyright, on a non-exclusive and free-of-charge basis, for the whole world, including:

- The right of reproduction, including methods to materially produce publications, in particular by printing, photocopying, and mechanical, optical or magnetic recording, making it possible to distribute publications to the public in an indirect manner on digital and electronic media and in particular via networks of communication including websites, intranet, standalone formats (for example, PDFs or ePubs), or webservices (OAI-PMH, Z39-50, other APIs, distributing XML and MARC formats, etc.) as part of the OpenEdition programme.
- The right of representation, including any direct communication to the public, dissemination of publications via the Openedition.org portal, via a digital or electronic process, in particular by digital networks, by retransmission by cable, on digital and electronic media and in formats (for example, XML, HTML, PDF, ePub, etc.) using standalone files.
- The right to translate metadata into the user's language, in order to improve the user experience on OpenEdition sites.

As such, the Publisher declares and guarantees to OpenEdition Center that it possesses the necessary rights and authorizations from authors in accordance with the Intellectual Property Code to allow OpenEdition Center to put the Publisher's publications online on its OpenEdition portal.

In any event, the Publisher assures OpenEdition Center against any counterfeiting and/or claims by third parties regarding the Publications. In this case, the Publisher undertakes to guarantee OpenEdition Center against any conviction that may be made against it in the context of legal proceedings, and will bear all the costs of the proceedings, including legal fees.

8.3.2 Duration of the assignment of intellectual property rights

This assignment is made, with regard to Publications in HTML format in open access, for the entire duration of copyright protection resulting from both French law and international conventions.

With regard to the sale of Publications in PDF and ePub format, the Publisher must sign the General Conditions of Commercial Distribution and possibly the Special Conditions of Commercial Distribution relating to the OpenEdition Freemium programme that OpenEdition Center offers the Publisher, and in which the duration of this transfer is set out.

8.3.3 Destination of the assignment of intellectual property rights

8.3.3.1

During referencing operations carried out by OpenEdition Center, the Publisher authorizes OpenEdition Center to sub-license the rights defined above to third parties, for non-commercial purposes carried out as part of a partnership to index the content of specialized databases and search engines.

Within the framework of partnerships between OpenEdition Center and third parties (French press sites and Wikimedia Foundation), certain Publications may be reproduced in whole or in part on these partner sites for free and for non-commercial purposes.

Within the framework of the value-added services that OpenEdition Center offers through its OpenEdition Freemium programme, the Publisher will have the option to authorize OpenEdition Center to sub-license the rights defined above to distributors, for commercial purposes. In this case, the Publisher must sign the General Conditions of Commercial Distribution and possibly the Special Conditions of Commercial Distribution relating to the OpenEdition Freemium programme that OpenEdition Center offers to the Publisher, and in which the Publisher's remuneration is set out.

OpenEdition Center undertakes R&D projects and can thus carry out data processing or text mining on Publications. In addition, in accordance with article L. 342-3 of the Intellectual Property Code, a researcher can request authorization to access and process this data.

8.3.3.2 Long-term preservation service for digital archives

8.3.3.2.1

The publisher authorizes OpenEdition to proceed with the long-term archiving (as defined in the agreement between Huma-Num and CINES) of the Publications on the Platform. It undertakes to possess the necessary rights to archive these documents.

8.3.3.2.2 General framework

Archiving is carried out by OpenEdition Center and the Très Grande Infrastructure de Recherche pour les Humanités Numériques - UMS 3598 (TGIR Huma-Num) with the archiving service of the Centre Informatique National de l'Enseignement Supérieur (CINES).

Documents are archived in the context of:

- the agreement governing a long-term preservation service for digital documents between the CINES and the CNRS acting on behalf of the TGIR Huma-Num;
- the Charter for Long-Term Archiving at the TGIR Huma-Num, approved by OpenEdition Center.

These documents can be provided to the publisher upon request to OpenEdition Center.

8.3.3.2.3 Archived data

Archived data is defined as follows:

- structured data allowing computerized processing for the republication of the resource on the OpenEdition platform or in another context (for example, in XML-TEI format for a journal article or a book chapter);
- a final representation of the document that is readable by humans (for example, a PDF version for a journal article or a book).

OpenEdition Center will endeavour to archive these 2 types of data for the documents concerned, but it may archive only one or the other depending on the technical specifications of the archiving service (CINES) and the types of data available on the platform. It may have to modify how the data is structured to allow for it to be archived.

8.3.3.2.4 Carrying out archiving

This article does not engage an obligation for OpenEdition Center and the TGIR Huma-Num to carry out this archiving. Its realization depends in particular on technical feasibility and the means available to do so.

Article 9. Services

In the event that a service is requested from OpenEdition Center, on a regular or ad hoc basis, OpenEdition Center will produce a quotation for the Publisher. If the Publisher accepts the quotation, it must return a purchase order corresponding to the amount of the quotation to OpenEdition Center. Complex services will be subject to a corresponding service contract. Intellectual property issues arising therefrom will be settled by this service contract.

The free-of-charge services provided by OpenEdition Center (creating design templates, creating template code, creating databases, etc.) are the sole property of OpenEdition Center and its supervisory bodies. The initial graphic design elements provided by the Publisher remain the property of its rights holders. The code, whatever the technologies used (PHP, XSLT, XML, HTML, CSS, Lodelscript, etc.), remains the property of OpenEdition Center and its supervisory bodies.

Article 10. Storage of identification data

Under decree no. 2011-219 of 25 February 2011, OpenEdition Center in its capacity as host is required to store the identification data of any person uploading content.

OpenEdition Center may be required to communicate this identification data by court decision or reasoned request from the police or gendarmerie services.

OpenEdition Center cannot be held liable in this regard.

Article 11. Protection of personal data

Within the framework of these Terms and Conditions, OpenEdition Center collects and processes personal data concerning the Publisher and the people working for the Publisher (for example: publication directors, staff, editors, etc.).

The Publisher remains responsible for the processing of authors' data.

The legal basis for processing is the management of the contractual relationship between OpenEdition Center and the Publisher governed by these Terms and Conditions.

The purposes of this processing are as follows:

Completing the records produced by the staff of OpenEdition Center for the purpose of putting the Publications online on OpenEdition, as well as their indexing, their referencing, the production of statistical indicators and management of the contractual relationship between the Publisher and OpenEdition Center.

The data collected concerns the professional identification and professional contact details of people (for example: first names, surnames, positions, affiliation, email address, etc.).

Only data strictly necessary with regard to the purpose of the processing defined above will be collected.

The recipients of the data are the staff of OpenEdition Center. Some data mentioned in the application form intended for the OpenEdition Center Scientific Board will be published in the OpenEdition catalogues.

This data will be kept for thirty-six (36) months after the end of the Accession as defined in article 12 of these Terms and Conditions.

In accordance with the EU General Data Protection Regulation no. 2016/679 of 27 April 2016, data subjects benefit from the rights to access, rectify, move, limit and delete their personal data. They also have the right to withdraw their consent for the processing of this data at any time. They can exercise their rights by sending an email to:

privacy@openedition.org. They can also contact the data protection officer by writing to CNRS DPD - 17 rue Notre Dame des Pauvres - 54 519 - Vandoeuvre lès Nancy Cedex, or by emailing dpd.demandes@cnrs.fr.

In the event of difficulties, it is possible to submit a complaint by post to the Commission Nationale de l'Informatique et des Libertés (CNIL - 3, Place de Fontenoy - TSA 80715 - 75334 Paris Cedex 07) or online on the CNIL website (<https://www.cnil.fr>).

Article 12: End of Accession

12.1 Termination of Accession

Since these Terms and Conditions are of unfixed duration, each of the parties may terminate them at any time by sending a letter by recorded delivery with acknowledgement of receipt, respecting the three (3) months' notice period. At the end of this period, adherence to the Terms and Conditions will be automatically terminated without it being necessary to have this termination noted or pronounced by legal decision.

If the Publisher has signed the General Conditions of Commercial Distribution and possibly the Special Conditions of Commercial Distribution, the termination of the Terms and Conditions will be possible only after termination of the various general and specific conditions of commercial distribution.

In the event that the Publisher objects to the continuation of the Publication on OpenEdition, it will be considered as defunct.

OpenEdition Center undertakes to maintain the articles disseminated until this point, to continue to make them accessible to Internet users, and to clearly signal this interruption. OpenEdition Center will maintain all the documents in HTML format as well as the open access content already online in accordance with the copyright assigned by virtue of article 8.3.1 of these Terms and Conditions.

12.2 Ceased publications

In the case of the cessation of the activity of the Publication or the Publisher, the terms of article 12.1 apply. This measure makes it possible to preserve the citability of the scientific documents published and to ensure that the investments the State makes in financing OpenEdition Center are assured for the long term.

Article 13. Change of Publisher

In the event of a change of Publisher or Publication Director, the new publisher or the new publication director, respectively, will send a letter or an email to OpenEdition Center, confirming his or her acceptance of these Terms and Conditions and, if applicable, of the Digital Publishing Policy determined upon the Publication's Accession. In the event that he or she wishes to modify the Digital Publishing Policy, the Publisher will send a letter to OpenEdition Center outlining his or her modification request.

Article 14. Transfer of OpenEdition activity

These Terms and Conditions will continue to apply to the Publisher even if the activity of OpenEdition is transferred to another legal entity. The Publisher will not be able to oppose such a transfer. This legal entity will assume the rights of OpenEdition Center / Aix-Marseille University / CNRS / Avignon University / École des Hautes Etudes en Sciences Sociales.

Article 15. Invalidity of a clause in the present Terms and Conditions

The nullity, illegality or unenforceability of one or more stipulations of these Terms and Conditions will not affect the validity, legality or applicability of any other stipulation.

In case of contradiction between the French version and the English version of these Terms and Conditions, the provisions of the French version will prevail.

Article 16. Disputes

16.1 Applicable law and language of the Terms and Conditions

These Terms and Conditions are subject to French laws and regulations.

If these Terms and Conditions should be translated into one or several languages, only the French text shall prevail in case of dispute.

16.2 Attempt to settle out of court

In the event of difficulty in the interpretation or execution of this contract, the Publisher and OpenEdition Center will endeavour to resolve their dispute amicably.

16.3 Conferment of competence

In the event that the Publisher and OpenEdition Center fail to resolve their dispute amicably, any difficulty between the parties, which may arise on the subject or in connection with the negotiation, interpretation, execution, non-performance or termination of this contract, will be referred to the competent French court.

This clause applies even in the event of interim measures, multiple defendants or invocation of guarantees.

Signed on

In

The Publisher (surname - first name - position)

Signature (preceded by the word "Agreed")

Annex 1: Security rules

Compliance with the security rules aims to prevent any external intrusion on the Publication site and on the portal in general. The sharing of passwords in particular is strictly prohibited.

As a user, security is also your responsibility, in particular by choosing a secure password for your account.

Best practices for choosing a password:

- Use a different password for each online service (especially between the services you use for your “personal” life and your “professional” life);
- Choose a password that has no connection with you, your company, or your family;
- Do not ask someone to create your password (much less send it to you). If this is unavoidable, change the password as soon as possible, and do the same for all default passwords;
- Choose a password made up of at least 12 varied characters (upper case, lower case, numbers, special characters), without a repeating sequence;
- Do not store your passwords and identifiers in an exposed place (avoid, for example, a post-it on your screen, a paper in a filing cabinet, a file on your computer or online, or a reminder in your emails);
- Change your password as soon as you suspect that it could be compromised;
- Configure your Internet browser so that it does not remember your passwords.

[ANSSI](#), the French National Information Systems Security Agency, offers a few methods that you can use as inspiration for creating a “good” password.

Phonetic method

This method uses the sounds of each syllable to make an easy-to-remember sentence. For example, the sentence “J’ai acheté huit CD pour cent euros cet après midi” will become ght8CDE7am.

First letters method

This method consists of keeping the first letters of a sentence (quote, song lyric, etc.), taking care not to use only lower-case letters. For example, the song line “And nothing to get hung up about / Strawberry Fields forever” will give &n2ghuaSf4r.

[See the ANSSI recommendations for passwords](#)

Annex 2: OE services

The services offered by OpenEdition:

List of OpenEdition services	Books	Journals	Hypotheses	Calenda
Editorial training and support	- Advice on digital publishing - Support for digitization and	- Advice on digital publishing - Support for digitization and	- Bloggers’ discussion lists - Online documentation	Frequently asked questions

	<p>digital publishing projects</p> <ul style="list-style-type: none"> - Direct assistance - Online documentation - Training on using Lodel - Editorial support for site preparation 	<p>digital publishing projects</p> <ul style="list-style-type: none"> - Direct assistance - Online documentation - Training on using Lodel - Editorial support for site preparation 	<p>in several languages</p> <ul style="list-style-type: none"> - Direct assistance - Free online and face-to-face, basic and advanced Wordpress training 	
Costs	<ul style="list-style-type: none"> - Free software, training and creation of design templates - Free membership - Some services may be invoiced 	<ul style="list-style-type: none"> - Free software, training and creation of design templates - Free membership - Some services may be invoiced 	<ul style="list-style-type: none"> - Free software and training - Free membership 	<ul style="list-style-type: none"> - Free account
Restriction period		<ul style="list-style-type: none"> - Definition of a limitation period between the print edition and digital edition - Option to schedule the automatic uploading of a document in the future (respecting paywall conditions) - Restricted access to subscribers as part of the existing paywall 		
Technical elements	<ul style="list-style-type: none"> - Lodel CMS: features specific to academic publishing - Orphan notes 	<ul style="list-style-type: none"> - Lodel CMS: features specific to academic publishing 	<ul style="list-style-type: none"> - Wordpress CMS and specific features for academic blogging 	<ul style="list-style-type: none"> - Lodel CMS - Full content search engine indexing - Global OAI depositing - Public suggestion form

	<ul style="list-style-type: none"> - Website traffic statistics and statistics archive - Global OAI depositing - Bilbo - Cited by - Full content search engine indexing 	<ul style="list-style-type: none"> - Website traffic statistics and statistics archive - Global OAI depositing - Orphan notes - Bilbo - Cited by - Full content search engine indexing 	<ul style="list-style-type: none"> - Website traffic statistics and statistics archive - Global OAI depositing - Anti-spam plugin - Internal search engine indexing the entire content of posts - Option to subscribe to blogs published in the OpenEdition catalogue 	
Technical infrastructure	<ul style="list-style-type: none"> - Servers hosted at the IN2P3 computing centre - Bandwidth allowing good service responsiveness - Distributed and scalable server architecture - Incremental data backup 			
Interoperability with other systems	<ul style="list-style-type: none"> - Zotero compatibility - Dublin Core metadata - Membership of Crossref for the purchasing of DOIs 	<ul style="list-style-type: none"> - Continuity of series with Cairn and Persée - Zotero compatibility - Dublin Core metadata - Membership of Crossref for the purchasing of DOIs On the publication site: <ul style="list-style-type: none"> - Option of displaying information flows from Calenda or Hypotheses 	<ul style="list-style-type: none"> - Option of displaying information flows from Hypotheses or external sources via RSS feeds - Generation of RSS feeds related to the blog in question - Isidore suggestion plugin - HAL plugin - Zotero compatibility 	<ul style="list-style-type: none"> - Ability to dynamically reflect Calenda news with link to Calenda by simple or complex RSS feed (generated by an entry on the search engine) - “More like this” suggestions plugin across the contents of the four OpenEdition platforms (further reading on the same topic) - Option of archiving announcements in Ical and Google Calendar

		<ul style="list-style-type: none"> - Option of displaying information flows from other sites (digital publishing, online publication of scientific corpora or institutional sites) - Notification of calls for contributions on Calenda 		
Visual enhancement	<ul style="list-style-type: none"> - Navigation on the site by book series, by book and by chapter - Printable HTML versions - PDF and ePub versions Endorsement(s) - Insertion of multimedia documents - Publisher logo 	<ul style="list-style-type: none"> - Navigation on the site by issue number/sections, by index - Printable HTML versions - PDF and ePub versions Endorsement(s) - Insertion of multimedia documents - Logos of the publisher, partners 	<ul style="list-style-type: none"> - Choice between several templates - Option to customize, depending on each template: - Insertion of multimedia documents - Logos linked to the blog (institution, association, structure) 	<ul style="list-style-type: none"> - Page for each announcement - Editing and formatting by the Calenda validation team
OpenEdition Freemium programme for open access publications	<ul style="list-style-type: none"> - Commercial promotion of standalone files of books in PDF and ePub format - Distribution of content in online bookstores via a network of a 	<ul style="list-style-type: none"> - Commercial promotion of standalone files of journals in PDF and ePub format 		

	<p>hundred distributors</p> <ul style="list-style-type: none"> - Digitization support programme for book publishers, subject to eligibility 			
Referencing	<ul style="list-style-type: none"> - Internal referencing on Books - Referencing in reference directories - Referencing in general and specialized search engines - Referencing in databases for libraries - Referencing on social networks - Referencing in the DOAB database for open access publications - Library purchase suggestion system 	<ul style="list-style-type: none"> - Internal referencing on Journals - Referencing in reference directories - Referencing in general and specialized search engines - Referencing in databases for libraries - Referencing in social networks - Referencing in the DOAJ database for open access publications - ISSN attribution request 	<ul style="list-style-type: none"> - Referencing in specialized search engines - Google XML Sitemaps plugin - More RDFa plugin - Content-sharing features on social networks - Attribution of ISSNs for blogs in the OpenEdition catalogue - Referencing in Worldcat, Road, and general catalogue of the BnF when the book obtains an ISSN 	<ul style="list-style-type: none"> - Promotion of announcements on social networks Referencing in Isidore
Editorial content	<ul style="list-style-type: none"> - Books highlighted on the Books homepage - Some new titles covered in the OpenEdition newsletter - Publication in the OpenEdition catalogue 	<ul style="list-style-type: none"> - Journals highlighted on the Journals homepage - Highlighting of new issues of the journal on the Journals homepage and in the OpenEdition newsletter 	<ul style="list-style-type: none"> - New posts highlighted in the catalogue on the OpenEdition homepage - Showcasing on Hypotheses portal and on social networks in particular 	<ul style="list-style-type: none"> - Inclusion in “Headlines” section on the homepage - New announcements highlighted on the OpenEdition homepage - “More Like This” suggestions plugin (further reading on the same topic) - OpenEdition newsletter dedicated to Calenda content

	<ul style="list-style-type: none"> - Full content search engine indexing - OpenEdition newsletter dedicated to content on OpenEdition Books 	<ul style="list-style-type: none"> - Publication in the OpenEdition catalogue - OpenEdition newsletter dedicated to content on OpenEdition Journals 	<ul style="list-style-type: none"> - Publication in the OpenEdition catalogue - OpenEdition newsletter dedicated to content on Hypotheses 	
Structuring content	<ul style="list-style-type: none"> - TEI XML coding - Unicode - Management of different types of files - Index by authors - Keyword index - Structuring by document unit - Complex page structure - Citability (paragraph numbering, DOI, etc.) - Internal search engine specific to the journal - OTX 	<ul style="list-style-type: none"> - TEI XML coding - Unicode - Management of different types of files - Index by authors - Keyword index - Structuring by issue/chapter or section - Complex page structure - Citability (paragraph numbering, DOI, etc.) - Internal search engine specific to the journal - OTX 	<ul style="list-style-type: none"> - Management of different types of files - Author management - Footnote management - Structuring by page/ticket - Structuring by category/label - Book search engine - Creation of navigation menus 	<ul style="list-style-type: none"> - Indexing by thematic categories - Indexing by type of announcement - Geolocation of events - Indexing of the announcement language(s) - Indexing by date of the event - Faceted search engine
Community	<ul style="list-style-type: none"> - Publishers Consortium - Newsletter - Participation in professional events related to the community 	<ul style="list-style-type: none"> - General Assembly of Journals - Newsletter - Participation in professional events related to the community 	<ul style="list-style-type: none"> - Bloggers' discussion lists in several languages - User assembly - Participation in professional 	

			events related to the community	
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