



Statement of work

By Thoth Open Metadata

For mediastudies.press

Date: Nov 05, 2024

SoW #2024-0015

Introduction

Thoth Open Metadata agrees to perform the following dissemination services as subsumed under **Thoth Plus Package B** on behalf of mediastudies.press.

Tasks

Thoth Open Metadata will provide the following recurring services as part of this agreement (*check boxes as applicable*):

- ☒ Registration of DOIs with **Crossref**
 - ☐ **Crossmark**
 - ☐ **Crossref Similarity Check** (*additional fees involved*)
- ☒ Dissemination of book content & metadata to **DOAB**
- ☒ Dissemination of book content & metadata to **OAPEN**
- ☒ Dissemination of book content & metadata to **Project MUSE** (*additional fees involved*)
- ☐ Dissemination of book content & metadata to **JSTOR** and **PORTICO**
- ☒ Dissemination of book content & metadata to **Google Books**
- ☒ Dissemination of book content & metadata to **EBSCOHost**
- ☒ Dissemination of book content & metadata to **ProQuest**
- ☒ Dissemination of book metadata to **OCLC Knowledge Base**
- ☒ Dissemination of book content & metadata to **Clarivate Web of Science**
- ☒ Dissemination of book content & metadata to **RNIB Bookshare**



- ☒ Dissemination of book metadata to **Jisc NBK**
- ☒ Dissemination of book content & metadata to **Internet Archive**
- ☒ Dissemination of book content & metadata to **Zenodo**
- ☒ Archiving of book content & metadata in **Thoth Open Archiving Network**
- ☐ **Bespoke service: creation of metadata** *(additional fees involved)*
- ☐ **Bespoke service: data check & ingest** *(additional fee involved)*

The following responsibilities are not included in this project's scope and will not be performed by Thoth Open Metadata:

- [n/a]

Deliverables

Thoth Open Metadata will provide the following deliverables as part of this agreement:

- Initial confirmation of established dissemination routes
- Regular updates & feedback on progress as dissemination continues; suitable intervals to be agreed upon between the publisher and Thoth Open Metadata.
- *If Project MUSE has been selected:* Handling payments to Project MUSE/Johns Hopkins University Press on behalf of the publisher.
- *If Crossref Similarity Check has been selected:* Handling fee payments to Crossref on behalf of the publisher.

Schedule

This agreement will follow the below estimated schedule:

Task	Est. start date	Est. end date
Dissemination of new books provided by the publisher	Open-ended / as applicable per each billing cycle	



Resources

The publisher agrees to work with Thoth Open Metadata in good faith and share all information required for Thoth to handle successful setup and continuous facilitation of dissemination workflows to the listed platforms. This can include, but is not limited to, publisher-specific login data required to access a third-party platform’s backend. The publisher also agrees to provide Thoth with copies of existing agreements between the publisher and third-party platforms that Thoth is tasked with disseminating to on behalf of the publisher.

Budget, pricing, and payment schedule

Thoth Open Metadata will charge the following rates per deliverable:

Deliverable	Price
Initial establishment of connections (part of Thoth Early Adopter programme)	GBP 0.00
Per-book fee of regular dissemination programme, to be billed according to actual number of books submitted	With an agreed rate of <ul style="list-style-type: none">• USD 160.00 (excluding any VAT liable) / book until 1 January 2026, subject to annual revision from that date• and a provision of a 50% discount on these rates until 30 April 2026.
<u>Optional</u> : Per-book fee for bespoke metadata creation within Thoth, sourced from publisher-provided PDF	With an agreed rate of <ul style="list-style-type: none">• USD 65.00 (excluding any VAT liable) / book until 1 January 2026, subject to annual revision from that date• and a provision of a 50% discount on these rates until 30 April 2026.

Thoth Open Metadata will invoice mediastudies.press for the services rendered in quarterly instalments.



Special terms and conditions

All parts of this agreement are governed by the **Terms and Conditions for the provision of Thoth Plus services**, as attached in cf. ➔Appendix 1.

Signatures

Signed and agreed to by:

Thoth Open Metadata

mediastudies.press

Tobias Steiner

Jeff Pooley

Signed by:

Signed by:

Toby Steiner

Jeff Pooley

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[Date]

11/6/2024

[Date]

11/5/2024



Appendix A: Agreed list of platforms selected for dissemination

Below is the comprehensive list of platforms that Thoth will deliver metadata and content to on behalf of the publisher under the terms of this Statement of Work. This list will be maintained and updated by both Parties as necessary. Thoth may refuse to disseminate content and metadata to any platforms that are not listed in the most recent Appendix A of this Statement of Work.

(delete & add as required)

- ☒ Registration of DOIs with **Crossref via Thoth Sponsorship** (subject to signing of separate Crossref Sponsorship contract between the publisher and Thoth Open Metadata, cf. ➡Appendix 2)
- ☒ Dissemination of book content & metadata to **DOAB** (subject to the publisher meeting DOAB criteria, cf. ➡Appendix 3)
- ☒ Dissemination of book content & metadata to **OAPEN** (subject to the publisher meeting OAPEN criteria, cf. ➡Appendix 3)
- ☒ Dissemination of book content & metadata to **Project MUSE** (subject to publisher meeting Project MUSE inclusion criteria & signed agreement between Thoth and the publisher, cf. ➡Appendix 4)
- ☐ Dissemination of book content & metadata to **JSTOR** (subject to publisher signing JSTOR agreement), cf. ➡Appendix 5)
- ☒ Dissemination of book metadata to **Google Books** (subject to initial setup of additional provisions between the publisher and Thoth as outlined in ➡Appendix 6)
- ☒ Dissemination of book metadata to **EBSCOHost** (for additional criteria, cf. ➡Appendix 7)
- ☒ Dissemination of book metadata to **ProQuest** (for additional criteria,, cf. ➡Appendix 8)



- ☒ Dissemination of book metadata to **OCLC Knowledge Base** (for additional criteria, cf. ➡Appendix 9)
- ☒ Dissemination of book metadata to **Clarivate Web of Science** (subject to initial setup of additional provisions between the publisher and Clarivate as outlined in ➡Appendix 16)
- ☒ Dissemination of book metadata to **RNIB Bookshare** (for additional criteria, cf. ➡Appendix 10)
- ☒ Dissemination of book metadata to **Jisc NBK** (for additional criteria, cf. ➡Appendix 11)
- ☒ Dissemination of book metadata to **Library Genesis** (for additional criteria, cf. ➡Appendix 12)
- ☒ Dissemination of book content & metadata to **Internet Archive** (for additional criteria, cf. ➡Appendix 13)
- ☒ Archiving of book content & metadata in **Thoth Open Archiving Network** (for additional criteria,, cf. ➡Appendix 14)
- ☒ Dissemination of book content & metadata to **Zenodo** (for additional criteria, cf. ➡Appendix 15)

<p>Initial date: <u>11/6/2024</u></p>	<p>Signed by:</p>  <p>3BE6FE5641874B0...</p> <p><i>(signed: publisher)</i></p>	<p>Signed by:</p>  <p>6B1C7A6EFC6A45C...</p> <p><i>(signed: Thoth representative)</i></p>
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Updated at: ...



Appendix 1: TERMS AND CONDITIONS for the provision of Thoth Plus services

These terms and conditions set out the terms that will apply when a publisher requests Thoth Plus Services.

These terms and conditions form a legally binding agreement between (1) Thoth Open Metadata Community Interest Company, (company registration number 14549556) whose registered address is 40 Devonshire Road, Cambridge, England, CB1 2BL ('**Thoth**') and (2) the person identified as the publisher in this Statement of Work (the '**Publisher**').

Definitions and rules of interpretation used in these terms and conditions are set out in clause 12.

The publisher's attention is particularly drawn to clause 8 (Limit of liability).

1 Ordering Thoth Plus Services

- 1.1 A publisher can request a Statement of Work for Thoth Plus Services by emailing info@thoth.pub.
- 1.2 Any Statement of Work is subject to these terms and conditions, which shall apply to the exclusion of any other terms presented by the Publisher or implied by custom or course of dealing.
- 1.3 A Statement of Work shall expire if it is not accepted by the expiry date stated in the Statement of Work. If no expiry date is stated then the expiry date shall be 30 days from the date of the Statement of Work. Thoth may withdraw a Statement of Work by informing the Publisher in writing at any time before the Statement of Work is accepted.
- 1.4 A Statement of Work shall be deemed accepted when the Publisher informs Thoth in writing that the Publisher accepts it.



- 1.5 When the Publisher accepts the Statement of Work a contract for the provision of the Services is formed between Thoth and the Publisher, incorporating the Statement of Work and these terms and conditions (the '**Agreement**').

2 **Provision of the Services**

- 2.1 Thoth warrants that:

- 2.1.1 the Services will operate materially in accordance with any description in the Statement of Work and the relevant description published by Thoth in the relevant "Thoth Plus" section on Thoth's official web pages at <https://thoth.pub> (as updated from time to time) (together the '**Service Description**'); and

- 2.1.2 Thoth shall use reasonable skill and care in providing the Services.

- 2.2 Thoth shall provide the Thoth Platform Service from a date within 7 days of the date of the Agreement (the '**Commencement Date**') until termination of the Agreement. Thoth shall use reasonable endeavours to provide any other Services within the timescales stated in the Statement of Work or, if no timescales are stated in the Statement of Work, within a reasonable period.

- 2.3 Thoth may modify the functionality of the Services from time to time and update the relevant Services Description accordingly. Thoth shall use reasonable endeavours to ensure that such modifications do not materially reduce the functionality of the Services for Thoth's customers in general. If the Publisher reasonably considers that such modification does materially reduce the functionality of the Services then the Publisher may terminate the Agreement in respect of the relevant Services by giving Thoth 7 day's notice. This shall be the Publisher's sole remedy in respect of such reduction in functionality.

- 2.4 The Publisher's receipt and use of the Services shall be subject to the Publisher meeting any minimum system requirements for the Services, as set out in the relevant Service Description. Thoth may amend the minimum system requirements by updating the Service Description. clause 2.3 shall not apply to such changes.



- 2.5 Thoth does not warrant that Services will be free from minor errors or defects or that the Publisher's access to them will be uninterrupted.

3 Use of the Services

- 3.1 Thoth grants the Publisher a limited, non-exclusive, non-transferable, right to access and use the Services for the purposes set out in clause 3.2 for the duration of the Agreement. The Publisher is not entitled to grant sub-licences, except to its Authorised Users under clause 3.6.
- 3.2 The Publisher shall use the Services only to upload, manage, and export high quality metadata that describes and identifies professional and scholarly works.
- 3.3 The Publisher shall comply with all applicable law, including privacy and data protection law, when using the Services.
- 3.4 The Publisher shall not use the Services to store, distribute or transmit any Viruses, or any material that is unlawful, defamatory or infringes the rights of a third party.
- 3.5 Thoth reserves the right, without liability to the Publisher, to remove from the Thoth Platform and refuse to provide the Services in respect of any material at its absolute discretion.
- 3.6 The Publisher may permit its staff (including volunteers) to use the Services on the Publisher's behalf (**'Authorised Users'**). The Publisher shall ensure that its Authorised Users comply with these terms and conditions when using the Services, and shall be responsible for the acts and omissions of the Authorised Users as though they were the Publisher's own.
- 3.7 The Publisher acknowledges and agrees that Thoth and/or its licensors own all Intellectual Property Rights in the Services and the Thoth Platform. The metadata records made available via the Thoth Platform are made available under a CC0 1.0 Universal public domain dedication. Except as expressly stated in these terms and conditions Thoth does not grant or assign to the Publisher any Intellectual Property Rights in the Services or the Thoth Platform under the Agreement.



- 3.8 If the Services include Thoth creating any metadata about the Publisher's publications for the Publisher to be uploaded to the Thoth Platform then Thoth assigns its Intellectual Property Rights in that created metadata to the Publisher.
- 3.9 Subject to the Publisher complying with clause 4.2, Thoth warrants that the Publisher's use in accordance with the Agreement of the Services and any metadata created by Thoth or other materials supplied by Thoth in the course of the Services shall not infringe the Intellectual Property Rights of any third party.

4 **Use the Publisher's Metadata and Publisher's Materials**

- 4.1 The Publisher or its licensors shall retain the Intellectual Property Rights in the Publisher's Metadata and Publisher's Materials, subject to this clause 4.
- 4.2 The Publisher shall ensure at all times that the Publisher has the necessary rights to:
 - 4.2.1 upload and otherwise use the metadata about the Publisher's publications supplied to Thoth by the Publisher or its Authorised Users;
 - 4.2.2 supply any other materials that the Publisher supplies to enable Thoth to provide the Services (the '**Publisher's Materials**'); and
 - 4.2.3 grant the rights set out in this clause 4.
- 4.3 **Publisher's Metadata:** The Publisher grants to Thoth a royalty-free, non-exclusive, perpetual and irrevocable licence to copy, modify, create derivative works from, or otherwise use the Publisher's Metadata in all territories worldwide, in any current or future medium and in any number of copies, for any purpose whatsoever. The licence granted to Thoth includes rights:
 - 4.3.1 to make the Publisher's Metadata available to the public or otherwise distribute it;
 - 4.3.2 to apply the terms of CC0 1.0 Universal public domain dedication (as published at <https://creativecommons.org/publicdomain/zero/1.0/>), or any updated version published at creativecommons.org (together the '**CC0**') to the Publisher's Metadata on behalf of the Publisher;



- 4.3.3 to grant sub-licences of Thoth's rights under this licence.
- 4.4 The Publisher agrees and acknowledges that where Thoth applies CC0 to the Publisher's Metadata on the Publisher's behalf the Publisher waives certain Intellectual Property Rights in the Publisher's Metadata as provided in clause 2 of CC0 and (if and to the extent the waiver is ineffective) grants a public licence of those rights as provided in clause 3 of CC0.
- 4.5 **Publisher's Materials:** The Publisher grants to Thoth a royalty-free, non-exclusive, irrevocable licence for the duration of the Agreement to copy, modify, create derivative works from, or otherwise use the Publisher's Materials in all territories worldwide, in any current or future medium and in any number of copies, to the extent necessary for the purposes of providing the Services to the Publisher.

5 Third Party Platforms

- 5.1 Where the Services involve Thoth uploading the Publisher's Metadata to a Third Party Platform or managing the Publisher's Metadata on a Third Party Platform on the Publisher's behalf, the Publisher agrees that:
- 5.1.1 the Third Party Platform does not constitute part of the Services, and Thoth does not grant any rights to the Publisher to use the Third Party Platform;
- 5.1.2 Thoth shall not be responsible for the operation of the Third Party Platform or any errors in it or the acts or omissions of the third party who operates it;
- 5.1.3 Thoth's provision of those Services and the Publisher's use of the Third Party Platform shall be subject to any terms and conditions specified by the operator of the Third Party Platform (the '**Third Party Terms**'); and
- 5.1.4 the Publisher shall comply with, and ensure that the Publisher's Metadata complies with, the Third Party Terms.



6 Use of Marks

Unless otherwise agreed, the publisher permits Thoth Open Metadata to use the publisher's name(s) and mark(s) / logo(s) for promotional purposes (such as, but not limited to, publicly-available presentation slide decks, Thoth's website, mentions on social media, as well as in communications furnished in collaboration with the Third Party Platforms (section 5) that the publisher has selected as dissemination channels). The publisher may identify itself as a Thoth Open Metadata user by referencing Thoth's company logo and/or the "Powered by Thoth" badge, and referring to the metadata platform and service(s) by the label of "Thoth Open Metadata). The Thoth logo and "Powered by Thoth" badge are available from the Downloads section on Thoth's website.

7 Fees

- 7.1 The Publisher shall pay Thoth the fees set out in the Statement of Work (the '**Fees**') plus any applicable VAT.
- 7.2 Unless stated otherwise in the Statement of Work:
 - 7.2.1 any periodic Fees shall be payable in advance at the start of the relevant period and all other Fees shall be payable upon completion of the of the element of the Services to which they relate;
 - 7.2.2 Thoth may increase any periodic Fees by giving the Publisher not less than three months' prior notice of the increase;
 - 7.2.3 Thoth shall invoice the Publisher for Fees plus applicable VAT when they become payable; and
 - 7.2.4 the Publisher shall pay the invoiced sums within 30 days of the date of the invoice, unless the Statement of Work.
- 7.3 The Fees shall be payable without any deduction, set-off or counterclaim.



- 7.4 Interest shall accrue on any overdue sums payable to the Publisher under this Agreement at a rate of four percent per year above the Bank of England base rate, calculated and accruing daily.
- 7.5 If the Publisher fails to pay an invoice when it falls due Thoth may, without limiting any of its other remedies, suspend performance of the Services until the Publisher pays the invoiced sum and any accrued interest.

8 Indemnity

- 8.1 The Publisher shall defend, indemnify, and hold harmless Thoth, its employees, officers, contractors, and other users of the Thoth Platform (the '**Indemnified Parties**') against all claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with:
 - 8.1.1 any claim by a third party that the Indemnified Party's use of the Publisher's Metadata or Publisher's Materials in accordance with the Agreement infringes any rights of the third party, including any Intellectual Property Rights; or
 - 8.1.2 any breach of the Agreement by the Publisher.

9 Limit of liability

- 9.1 Nothing in the Agreement shall limit or exclude any liability if and to the extent that limiting or excluding that liability would be unlawful.
- 9.2 Thoth shall have no liability for any:
 - 9.2.1 loss of profits;
 - 9.2.2 loss of business;
 - 9.2.3 wasted expenditure;
 - 9.2.4 depletion of goodwill and/or similar losses;



- 9.2.5 loss or corruption of data or information;
 - 9.2.6 pure economic loss; or
 - 9.2.7 any special, indirect or consequential loss, costs, damages, charges or expenses.
- 9.3 Thoth's total aggregate liability shall not exceed an amount equal to the Fees paid by the Publisher to Thoth under the Agreement in the five years prior to the date on which the first cause of action arises.
- 9.4 Thoth shall have no liability to the Publisher for the use of the Publisher's Metadata by any third party who accesses it via the Thoth Platform.
- 9.5 References to 'liability' in this clause 8 include every kind of liability arising under or in connection with the Agreement, the provision of the Services or the use of the Thoth Platform, including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 9.6 These terms and conditions set out all of Thoth's obligations in relation to the provision of the Services. All warranties, conditions, terms, undertakings or obligations that are not set out in these terms and conditions, including any implied terms relating to quality, fitness for any particular purpose, reasonable care and skill or ability to achieve a particular result, are excluded to the fullest extent allowed by applicable law.
- 9.7 If Thoth in breach of the Agreement removes Publisher Metadata from the Thoth Platform or restricts access to the Publisher Metadata on the Thoth Platform or suspends the Publisher's use of the Services then the Publisher has a right to claim for breach of contract. That right is subject to the terms of this Agreement, including in particular clause 8 (**Limit of liability**) and clauses 11.7 and 11.8 (choice of law and jurisdiction).

10 Termination of the Agreement

- 10.1 The Agreement shall continue until terminated in accordance with these terms and conditions.



- 10.2 The Publisher may terminate the Agreement for any reason at any time by notifying Thoth that the Publisher wishes to terminate the Agreement.
- 10.3 Thoth may terminate the Agreement for any reason on one month's prior notice to the Publisher.
- 10.4 Thoth may terminate the Agreement immediately if the Publisher is in breach of clause 3 (Use of the Services) or clause 4.2 (Publisher's right to grant licences) or clause 5.1.4 (compliance with Third Party Terms) and the breach cannot be remedied, or if the breach is remediable and the Publisher has failed to remedy it within seven days.
- 10.5 Upon termination of the Agreement:
 - 10.5.1 the licence granted by Thoth under clause 3 (Use of the Services) shall end and the Publisher shall cease using the Services;
 - 10.5.2 any Fees payable in respect of Services performed but not yet invoiced shall become payable immediately;
 - 10.5.3 if the Publisher has paid Fees in advance for Service which have not been completed as at the date of termination then Thoth shall refund a proportion of those Fees corresponding to the proportion of those Services which remain incomplete;
 - 10.5.4 in the case of any periodic Fees paid by the Publisher in advance for a period ending after termination Thoth shall refund those Fees in proportion to the amount of the period falling after termination; and
 - 10.5.5 in the case of any periodic Fees payable by the Publisher in arrears for a period ending after termination the Publisher shall pay Thoth those Fees in proportion to the amount of that period falling prior to termination.
- 10.6 The following provisions of the Agreement shall survive termination, howsoever caused: the licence in clause 4.3 (Use the Publisher's Metadata); clause 7 (Indemnity), clause 8 (Limit of liability), clause 9 (Termination of the Agreement), and clause 11 (General terms).



- 10.7 Termination of the Agreement shall not affect any rights or liabilities that have accrued prior to termination.

11 Variations

- 11.1 Thoth may vary these terms and conditions by giving the Publisher no less than one month's prior notice. The notice shall state the date on which the variation will take effect. The variation shall not affect any rights, obligations or liabilities in respect of the period prior to the date it takes effect. The variation shall not take effect if the Publisher terminates the Agreement before that date.
- 11.2 Except as set out in clause 10.1, no variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives). The parties shall not need the consent of any third party to vary, rescind or terminate the Agreement.

12 General terms

- 12.1 These terms and conditions and the Statement of Work constitute the entire agreement between Thoth and the Publisher and supersede all previous agreements, understandings and arrangements between them in respect of its subject matter, whether in writing or oral. Neither Thoth nor the Publisher have entered into the Agreement in reliance on, nor shall they have any remedies in respect of, any representation or warranty that is not expressly set out in these terms and conditions.
- 12.2 Any notice given to a party under the Agreement shall be given in writing in English and:
- 12.2.1 where sent to Thoth, sent by email to info@thoth.pub;
- 12.2.2 where sent to the Publisher, sent by email to the email address for the Publisher noted in the Statement of Work.
- 12.3 A notice sent in accordance with clause 11.2 shall be deemed received at the time it is sent if it is sent during Working Hours. If it is sent outside Working Hours it shall



be deemed received when Working Hours next resume. **'Working Hours'** means 9am to 5pm Monday to Friday (excluding public holidays) in England.

- 12.4 The Publisher shall not assign or transfer any of its rights or obligations under the Agreement.
- 12.5 No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under the Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 12.6 If any provision of the Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Agreement shall not be affected.
- 12.7 The Agreement and any dispute or claim arising out of, or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 12.8 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Agreement, its subject matter or formation (including non-contractual disputes or claims).

13 Definitions and interpretation

- 13.1 In these terms and conditions the following words have the following meanings:
 - 13.1.1 **'CC0'** has the meaning given in clause 4.3.2;
 - 13.1.2 **'Fees'** has the meaning given in clause 6.1;
 - 13.1.3 **'Intellectual Property Rights'** means any and all copyright, rights in inventions, patents, know-how, trade secrets, trademarks and trade names, design rights, database rights and rights in data, domain names and all similar rights and, in each case whether registered or not, wherever existing, and whether existing now or in the future;



- 13.1.4 **'Publisher Materials'** has the meaning given in clause 4.2.2;
- 13.1.5 **'Publisher's Metadata'** means metadata about the Publisher's publications supplied to Thoth by the Publisher or its Authorised Users or created by Thoth in the course of the Services;
- 13.1.6 **'Services'** means the Thoth Platform Service and any Thoth Plus Services listed in the Statement of Work;
- 13.1.7 **'Service Description'** has the meaning given in clause 2.1.1;
- 13.1.8 **'Statement of Work'** a written proposal from Thoth for the provision of the Services setting out the Fees and stating that it is available for acceptance by the Publisher;
- 13.1.9 **'Third Party Platform'** means any online platform operated by a third party for hosting or disseminating professional or scholarly works or metadata about them, including any APIs made available by the third party for use with the platform;
- 13.1.10 **'Thoth Free'** means the services which Thoth makes available to publishers under the 'Thoth Free' brand;
- 13.1.11 **'Thoth Platform'** means Thoth's database, software, websites, APIs and other materials for creating, managing, hosting, and disseminating high-quality metadata records, including any updates to the same, but excludes those metadata records;
- 13.1.12 **'Thoth Platform Service'** means Thoth's service that enables publishers to upload metadata records for their publications to the Thoth Platform and to manage that metadata on the Thoth Platform. The Thoth Platform Service includes the browser-based user interfaces, APIs, and other software made available by Thoth as part of that service, and any updates;
- 13.1.13 **'Thoth Plus Services'** means the paid services offered by Thoth, other than the Thoth Platform Service, as described in the Service Description;



13.1.14 **'Virus'** means anything (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by rearranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

13.2 In these terms and conditions:

- 13.2.1 headings are included for convenience only and shall have no effect on interpretation;
- 13.2.2 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- 13.2.3 words in the singular include the plural and vice versa;
- 13.2.4 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 13.2.5 a reference to any legislation or legislative provision is a reference to it as amended, extended, re-enacted or consolidated from time to time;
- 13.2.6 in the event of any conflict between these terms and conditions and any other document referred to in them (including CC0) then these terms and conditions shall take priority as between Thoth and the Publisher.

- END -



Appendix 2: Crossref Service Agreement

This Service Agreement (this “Agreement”) is by and between Thoth Open Metadata, a non-profit CIC organised under UK law, and the organisation identified on the signature page hereto (“Publisher”), and is dated as of the date set forth on the signature page hereto (the “Effective Date”).

Background

A. Thoth Open Metadata is a non-profit organisation facilitating the creation, curation, and dissemination of high-quality open metadata records which are essential for the advancement of public knowledge. To that end, Thoth Open Metadata

- Promotes openness in scholarly communications such as open access, open licensing, FLOSS, open data, open metadata, and open standards and protocols;
- Embraces infrastructural and platform diversity as an inherent component of a flourishing scholarly communications landscape;
- manages and maintains an open database of information (“Metadata”) that describes and identifies professional and scholarly materials and content (collectively “Content”)
- provides high-quality solutions and services for metadata creation, management, dissemination, archiving and preservation.

B. Crossref is a not-for-profit membership organisation that exists to make scholarly communications better. Its mission is to “make research outputs easy to find, cite, link, and assess.” To that end, Crossref

- manages and maintains a database of information (“Metadata”) that describes and identifies professional and scholarly materials and content (collectively, “Content”) and persistent identifiers such as Digital Object Identifiers (“Identifiers”) that point to or give context to the Content online;
- facilitates the deposit and retrieval of Metadata and Identifiers;
- enables linking among Content online through embedded reference citations; and
- offers other online information management tools.

All of the above functions and offerings, including associated systems, hardware, software, and know-how, are referred to in this Agreement as the “Crossref Infrastructure and Services.”

C. Membership in Crossref is open to organisations that produce Content and otherwise meet the terms and conditions of membership established from time to time by Crossref, and to such other entities as Crossref may determine from time to time. Membership in Crossref is governed by Crossref’s Articles of Incorporation and Bylaws (collectively, the “Crossref Governing Documents”), together with the Crossref Membership Terms, as amended from time to time (the “CrossRef Membership Terms”).

D. Crossref wishes to extend the benefits of Crossref membership and services to qualifying entities, including those that may require additional support in fulfilling the obligations of Crossref membership.



For that reason, **Thoth Open Metadata and Crossref have agreed that Thoth Open Metadata shall, on Crossref’s behalf, from time to time provide certain agency, solicitation, and administrative services (collectively, the “Support Services”) in support of Sponsored Members (as defined herein).**

Terms

Crossref has appointed Thoth Open Metadata to act as its agent, for the limited purposes set forth in this document and on the terms and conditions set forth herein.

A. Authorisation.

Thoth Open Metadata is authorised to solicit organisations that

- (i) publish professional and scholarly materials and content to become Crossref members and
- (ii) meet the criteria agreed between Crossref and Thoth Open Metadata, having been defined as focusing on “small and scholar-led publishers of Open Access books worldwide that would be in the lowest fee tier if they were to join Crossref directly”.

B. Sponsored Members.

Organisations that become Crossref members as a result of Thoth Open Metadata’s solicitation and who agree to receive Support Services from Thoth Open Metadata are referred to in this Agreement as “Sponsored Members.”

C. Registration.

The prospective Sponsored Member agrees to provide Crossref with its name, organisational details (nature of the entity and its for-profit/non-profit status), and contact information.

This is to be facilitated through a bespoke registration link provided by Thoth Open Metadata, through which submission of the above required details to Crossref can be furnished, and a direct affiliation with Thoth Open Metadata sponsorship scheme can be guaranteed.

The Sponsored Member also agrees to provide Thoth Open Metadata with contact details of an assigned contact point at Sponsored Member’s publishing

D. Member Terms.

To become a Crossref member, a prospective Sponsored Member must agree to be bound by the Crossref Membership Terms. These Membership terms are publicly available via Crossref’s web pages either through navigating to the respective entry, or by direct access through <https://www.crossref.org/membership/terms/>.



E. Agreement with Sponsored Member.

The Sponsored Member authorises Thoth Open Metadata to provide Support Services to such Sponsored Member, including to act on its behalf with respect to such Sponsored Member's membership in Crossref.

F. Metadata Deposits.

Under this agreement, Sponsored Member will be enabled to facilitate registration of DOIs with Crossref directly through Thoth Open Metadata's platform. To aid Thoth Open Metadata in fulfilling its responsibility, the Sponsored Member agrees to provide Thoth Open Metadata with the information required to successfully submit Content to Crossref on behalf of Sponsored Member.

G. Timely Deposits.

Prior to, or as soon as reasonably practicable after, online publication of a Sponsored Member's Content, the Sponsored Member agrees to deposit with Crossref the Metadata corresponding to such Content.

H. Registering Identifiers.

The Sponsored Member agrees to assign an Identifier to each Content item it deposits, for registration within the Crossref Infrastructure and Services.

I. Linking.

Promptly upon an entity's becoming a Sponsored Member, the Sponsored Member agrees to embed the appropriate Identifier(s) within each reference citation appearing in such Sponsored Member's Content.

J. Reference Linking.

The Sponsored Member agrees to maximise linking through Identifiers to other Content within the Crossref Infrastructure and Services, known in this Agreement as "Reference Linking."

K. Display Identifiers.

With respect to each Identifier assigned to a Sponsored Member's Content, the Sponsored Member agrees to use commercially reasonable efforts to

- (i) display each Identifier in a location and format that comply with the [Crossref Display Guidelines](#), as updated on Crossref's Website from time to time, and
- (ii) ensure each Identifier is hyperlinked so as to be citable.



L. Maintaining and Updating Metadata.

The Sponsored Members agrees to ensure that each Identifier assigned to Content of any Sponsored Member continuously resolves to a response page – which in Thoth is called the “Landing Page” – containing, at a minimum,

- (i) complete bibliographic information about the corresponding Content (including the Identifier), visible on the initial page, with reasonably sufficient information detailing how the Content can be cited and accessed, and/or
- (ii) a hyperlink leading to the Content itself, in each case in accordance with Crossref’s [Display Guidelines](#).

The Identifier shall serve as the permanent URL link to the response page. The Sponsored Member agrees to register the response page URL with Crossref, keep it up-to-date and active, and promptly correct any errors or variances communicated by Crossref via Thoth Open Metadata. The Sponsored Member is solely responsible to maintain the accuracy of data associated with each Identifier relating to Sponsored Members’ Content, and the validity and operation of the corresponding URL(s) containing the response page, and related pages.

Some examples of failures to maintain and update Metadata consistent with this Section include:

- 1) publishing or communicating Identifiers without registering them with Crossref;
- 2) withdrawing content without posting a notification and updating the record’s URL/metadata with Crossref; or
- 3) registering new Identifiers with a Sponsored Member’s prefix for content that already had Identifiers registered by a prior publisher.

M. Archives.

The Sponsored Member agrees to use best efforts to contract with a third-party archive or other content host (an “Archive”) (a list of which can be found here) for such Archive to preserve the Sponsored Members’ Content and, in the event that a Sponsored Member ceases to host its Content, to make such Content available for persistent linking. Thoth Open Metadata has authorised Crossref, solely in the event an Archive becomes the primary location of a Sponsored Member’s Content, to contract directly with such Archive for the purpose of ensuring the persistence of links to such Content. Thoth Open Metadata has agreed that, in the event that Content permanently ceases to be maintained by the Sponsored Member itself, Crossref is entitled to redirect Identifiers to an Archive or a “Defunct DOI” page hosted by Crossref.



N. Fees.

As part of the general Sponsorship agreement between Crossref and Thoth Open Metadata, it has been agreed that Sponsored Members' annual Crossref membership fee will be waived. In principle, Thoth Open Metadata also agrees to pay for the content registration fees incurred by Sponsored Member.

Applying a fair use policy, Thoth Open Metadata reserves the right to invoice Sponsored Members who are exceeding a specified use threshold, presently set at 1000 DOI deposits per quarter.

O. Ancillary Charges.

Thoth Open Metadata may choose to invoice the Sponsored Member for any wire transfer fees or other ancillary costs incurred by Crossref that are associated with Thoth Open Metadata's chosen payment methods.

P. Optional Service Fees.

From time to time, Crossref charges service fees for various optional services, if and to the extent elected by Thoth Open Metadata on behalf of the Sponsored Members it represents. If a Sponsored Member agrees to sign up to such Optional Services (e.g. Crossref Similarity Check), Thoth Open Metadata will invoice the Sponsored Member for any charges related to usage of such Optional Service.

Q. Unpaid Invoices.

Thoth Open Metadata may, in its discretion, defer providing services to Sponsored Members until payment of a Sponsored Member's outstanding fees has been resolved, and to suspend providing services to Sponsored Members if any invoices are unpaid more than forty-five (45) days after receipt by Thoth Open Metadata.

Nonpayment of invoices is grounds for termination pursuant to the provisions of Section 11(b) below.

R. Use of Marks

Sponsored Member agrees to Thoth Open Metadata using Sponsored Member's name(s) and mark(s) to identify Sponsored Member's status as a Crossref Member entity sponsored through Thoth Open Metadata. Sponsored Member may identify itself as a Crossref Member sponsored through Thoth Open Metadata, including by placing the Thoth Open Metadata and Crossref marks or Crossref badges on its website, by referencing the code provided on the Crossref and/or Thoth Open Metadata Websites and following the Crossref branding guidelines as described at <https://www.crossref.org/brand/>. For the avoidance of doubt, in using the Crossref and/or Thoth Open Metadata mark or Crossref badges as permitted in the foregoing sentence, Sponsored Member must only reference the code provided on the Website and may not mutilate, modify, alter, or change the marks and badges in any way. Sponsored



Member may also identify use of Crossref Identifiers and Metadata, for example within reference lists, using the label “Crossref.”

S. Term; Termination.

The Agreement shall continue until terminated in accordance with these terms and conditions.

The Sponsored Member may terminate the Agreement for any reason at any time by notifying Thoth Open Metadata that the Sponsored Member wishes to terminate the Agreement.

Thoth Open Metadata may terminate the Agreement if:

- a. the Sponsored Member is found to be in breach of any of the terms of this agreement with one month’s notice
- b. required to do so by Crossref, on the terms imposed by Crossref.

Special terms and conditions

All parts of this agreement are governed by the **Thoth Plus Terms and Conditions**, as attached in Appendix 1.

Signatures

Signed and agreed to by:

Thoth Open Metadata

mediastudies.press

Tobias Steiner

Jeff Pooley

Signed by:

38E6FE564187480...

Signed by:

6B1C7A6EFC6A45C

[Date] 11/6/2024

[Date] 11/5/2024



Appendix 3: Criteria for inclusion in OAPEN and DOAB

OAPEN is dedicated to open access, peer-reviewed books. OAPEN operates two platforms, the OAPEN Library (www.oapen.org), a central repository for hosting and disseminating OA books, and in partnership with OpenEdition, the Directory of Open Access Books (DOAB, www.doabooks.org), a discovery service for OA books.

OAPEN works with publishers to build a quality-controlled collection of open access books, and provide services for publishers, libraries and research funders in the areas of hosting, dissemination, quality assurance, deposit, and digital preservation.

Publishers can join OAPEN through Thoth if they publish academic, peer reviewed books that are made freely available, or published under an open license.

Please refer to <https://oapen.org/publishers/2501042-join-publishers> for the most up-to-date version of OAPEN's criteria. For DOAB, please refer to <https://www.doabooks.org/en/publishers/join-doab>.

Acting on behalf of OAPEN, Thoth Open Metadata will require a description of the publisher's peer review process(es). The publisher agrees to work with Thoth Open Metadata to provide such a description in a timely manner.

Facilitation of metadata and file submission by Thoth Open Metadata on behalf of the publisher is governed by Thoth's general Terms and Conditions for the provision of Thoth Plus Services, cf.

➡Appendix 1.

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Appendix 4: Project MUSE membership criteria & fee payment

Publishers can choose to submit their OA titles to Project MUSE through Thoth if they meet Project MUSE's **platform inclusion criteria** as defined by Project MUSE's operator, Johns Hopkins University Press (JHUP). There is a **mandatory hosting fee** levied by Project MUSE; payment of that fee can be facilitated via Thoth Open Metadata (see below).

Peer-Reviewed Books: The publisher confirms that all books submitted to Project MUSE via Thoth undergo a quality assurance process that meets industry standards appropriate for the subject, genre, or field of the work.

Non-Profit Status: Johns Hopkins University Press (JHUP), as the operator of Project MUSE, requires assurance that the participating publisher, or their parent company, is classified as a nonprofit organisation, as defined by the publisher's main country of business. JHUP reserves the right to decline a publisher's participation based on its good-faith interpretation of the publisher's non-profit status. Thoth Open Metadata will work with the publisher to confirm the publisher's non-profit status. The publisher agrees to work with Thoth and provide further details upon request to document their nonprofit status to Thoth Open Metadata.

DOI registration offered by Project MUSE: Although Project MUSE does offer the registration of DOIs for the specific version of a publisher's book deposited within Project MUSE, Thoth Open Metadata has opted out of such provision of secondary DOIs on behalf of publishers. Thoth believes in working towards re-centring the publisher-issued DOI as the main, authoritative persistent identifier of a given work.

Payment of fees: Project MUSE/JHUP generally charge a nominal [per-book hosting fee](#) for books to be included in Project MUSE's platform. Thoth Open Metadata and JHUP have agreed on a special rate of **USD 50.00/book (exc. VAT)**. Thoth Open Metadata will be invoicing the publisher for those additional per-book fees as part of the general invoicing setup described in the above Statement of Work.

Facilitation of metadata and file submission by Thoth Open Metadata on behalf of the publisher is governed by Thoth's general Terms and Conditions for the provision of Thoth Plus Services, cf.

➡ Appendix 1.



Appendix 5: JSTOR details & template agreement

Publishers can choose to submit their OA titles to JSTOR through Thoth if they meet JSTOR's **platform inclusion criteria** as defined by JSTOR's operator, ITHAKA. Details of JSTOR's inclusion criteria are listed directly on JSTOR's web pages, under "[Open Access Submission Requirements](#)".

As agreed via the umbrella agreement between Thoth Open Metadata and JSTOR, individual publishers choosing to submit their eligible OA titles through Thoth will not have to sign a separate open access agreement (aka. "open access rider") directly with ITHAKA/JSTOR

Facilitation of metadata and file submission by Thoth Open Metadata on behalf of the publisher is governed by Thoth's general Terms and Conditions for the provision of Thoth Plus Services, cf.

➡ Appendix 1.

Usage Data: JSTOR has an admin site for publishers that will allow them to schedule or run one-time usage reports. These reports include usage based on country, institution information, and number of item requests. Thoth, in its role as the main facilitator of that submission process to JSTOR, will have access to usage data of all publishers signing up to that submission route via Thoth. The publisher can either request for Thoth to provide regular usage reports to them, or to facilitate access to the publisher's specific subset of usage data via the JSTOR portal.

Preservation in Portico: JSTOR preserves content submitted to JSTOR in the Portico digital preservation service. All fees otherwise payable by the publisher or Thoth Open Metadata in connection with the preservation of the Book(s) by Portico shall be waived during the term of the submission agreement between Thoth Open Metadata and JSTOR. Details of what Portico's preservation service entails are available here:

- <https://www.portico.org/our-work/preservation-step-step/>
- <https://www.portico.org/coverage/triggered-content/>

DOI registration offered by JSTOR: Although JSTOR does offer the registration of DOIs for the specific version of a publisher's book deposited within JSTOR, Thoth Open Metadata has opted out of such provision of secondary DOIs on behalf of publishers. Thoth believes in re-centring the focus on publisher-issued DOIs as the main, authoritative persistent identifier of a given work.



Appendix 6: Google (Play) Books submission

For Thoth Open Metadata to be able to submit content & metadata to Google Books on behalf of the publisher, the publisher needs to have an existing account with Google Books set up. Once that has been established, the publisher will need to add Thoth's account info@thoth.pub as a 'Partner Access user' with edit permissions to the publisher's Book Catalog. Details of this process are described on the Google Books page: "[Manage additional Partner Center users](#)".

Facilitation of metadata and file submission by Thoth Open Metadata on behalf of the publisher is governed by Thoth's general Terms and Conditions for the provision of Thoth Plus Services, cf. ➡Appendix 1.

Appendix 7: EBSCOhost ebooks / Knowledge Base (KB)

The publisher agrees to make their books and metadata available for submission to EBSCOhost ebooks and Knowledge Base platforms. No specific arrangements beyond the standard Thoth Plus Terms and Conditions apply.

Facilitation of metadata and file submission by Thoth Open Metadata on behalf of the publisher is governed by Thoth's general Terms and Conditions for the provision of Thoth Plus Services, cf. ➡Appendix 1.

Appendix 8: ProQuest ebooks

The publisher agrees to make their books and metadata available for submission to ProQuest ebooks platform. No specific arrangements beyond the standard Thoth Plus Terms and Conditions apply.

Facilitation of metadata and file submission by Thoth Open Metadata on behalf of the publisher is governed by Thoth's general Terms and Conditions for the provision of Thoth Plus Services, cf. ➡Appendix 1.



Appendix 9: OCLC Knowledge Base inclusion criteria

The publisher agrees to make their books and metadata available for submission to OCLC Knowledge base. No specific arrangements beyond the standard Thoth Plus Terms and Conditions apply.

Facilitation of metadata and file submission by Thoth Open Metadata on behalf of the publisher is governed by Thoth's general Terms and Conditions for the provision of Thoth Plus Services, cf.

➡Appendix 1.

Appendix 10: RNIB Bookshare – volunteering a book

The Royal National Institute for the Blind (RNIB) invites publishers to volunteer their books for inclusion in RNIB's Bookshare programme. For books to be suitable to be added to Bookshare, they need to be made available in a structured way, with digital ePub files as the preferred formats. PDF and rtf files can also be submitted. For more, please refer to

- <https://www.rnibbookshare.org/cms/get-involved/volunteer/my-volunteer-home>
- <https://www.rnibbookshare.org/cms/submit-accessible-book-rnib-bookshare>

The Thoth team will be able to provide further information regarding the RNIB submission process.

Facilitation of metadata and file submission by Thoth Open Metadata on behalf of the publisher is governed by Thoth's general Terms and Conditions for the provision of Thoth Plus Services, cf.

➡Appendix 1.

Appendix 11: Jisc National Bibliographic Knowledgebase (NBK) inclusion criteria

The publisher agrees to make their books and metadata available for submission to the Jisc National Bibliographic Knowledgebase (NBK). No specific arrangements beyond the standard Thoth Plus Terms and Conditions apply.

Facilitation of metadata and file submission by Thoth Open Metadata on behalf of the publisher is governed by Thoth's general Terms and Conditions for the provision of Thoth Plus Services, cf.

➡Appendix 1.



Appendix 12: Library Genesis inclusion criteria

The publisher agrees to make their books and metadata available for submission to Library Genesis. No specific arrangements beyond the standard Thoth Plus Terms and Conditions apply.

Facilitation of metadata and file submission by Thoth Open Metadata on behalf of the publisher is governed by Thoth's general Terms and Conditions for the provision of Thoth Plus Services, cf.

➡Appendix 1.

Appendix 13: Internet Archive inclusion criteria

Facilitation of metadata and file submission by Thoth Open Metadata on behalf of the publisher is governed by Thoth's general Terms and Conditions for the provision of Thoth Plus Services, cf.

➡Appendix 1.

Appendix 14: Thoth Open Archiving Network inclusion criteria

The Thoth Open Archiving Network (TOAN) is currently being developed in the context of Thoth's participation in Open Book Futures. Working closely with the platforms and repositories involved, Thoth is striving to establish dissemination of publishers' works to a minimum of three separate archive locations.

With the service still being developed, it needs to be noted that this cannot be guaranteed immediately, but will become standard as the Network matures. Up-to-date details about which platforms and repositories are contributing to TOAN can be found at

<https://thoth.pub/solutions/archiving>

The publisher acknowledges the work-in-progress nature of this developing service, and agrees to work with Thoth Open Metadata in good faith.

Facilitation of metadata and file submission by Thoth Open Metadata on behalf of the publisher is governed by Thoth's general Terms and Conditions for the provision of Thoth Plus Services, cf.

➡Appendix 1.



Appendix 15: Zenodo criteria

Facilitation of metadata and file submission by Thoth Open Metadata on behalf of the publisher is governed by Thoth's general Terms and Conditions for the provision of Thoth Plus Services, cf.

➡Appendix 1.

Appendix 16: Clarivate Web of Science criteria

For Thoth Open Metadata to be able to submit content & metadata to Clarivate Web of Science on behalf of the publisher, the publisher first needs to apply directly to Clarivate for inclusion of their books within WoS. The Thoth team will have further details about that process. Once Clarivate has confirmed that application, Thoth can then take on the actual dissemination task of sending books to Clarivate on behalf of the publisher.

Facilitation of metadata and file submission by Thoth Open Metadata on behalf of the publisher is governed by Thoth's general Terms and Conditions for the provision of Thoth Plus Services, cf.

➡Appendix 1.