

*After careful review of the Agreement and acceptance of its terms and conditions, the party below should execute and return the document to CHORUS at the address in Section 22.*

## **CHORUS Publisher Membership Agreement**

This membership agreement, including Appendices A, B & C attached hereto, which are incorporated herein by reference (the “Agreement”) sets forth the terms and conditions under which a qualified institution becomes a Publisher Member of CHOR, Inc., (“CHOR”), a nonprofit corporation organized under the laws of Delaware, and doing business as CHORUS, subject to the approval of CHOR. Publisher membership in CHOR is open to any entity that is actively engaged in the business of publishing original scholarly materials and/or professional materials and other additional membership criteria as may be determined from time to time by the Board of Directors of CHOR (the “Board”) and set forth on the membership pages of <http://www.chorusaccess.org> or successor sites (“CHORUS Site”). The Agreement is by and between CHOR and the party below (the “Publisher Member”) and shall be deemed effective upon execution by the second party to sign (the "Effective Date").

Publisher Member:

Membership Fee (based on Exhibit 1, Fee Table):

- 1. Introduction.** Under the mark CHORUS, CHOR manages and maintains a service to increase public access to publications that report on funded research in the United States by featuring links to such publications and highlighting publisher practices and commitments to such public access (collectively, the “CHORUS Service”). The CHORUS Service initially will support the identification of publications reporting on research funded by US federal agencies and may expand to cover other funders in the future. Covered funders are set forth on Appendix A, as updated by CHORUS from time to time by posting changes on the CHORUS Site and providing notice to Publisher Member (each covered funder, a “Funding Agency” and collectively, the “Funding Agencies”). Funding Agencies that have entered into a participation agreement with CHOR, triggering certain additional obligations for Publisher Member hereunder with respect to public access, shall be set forth on Appendix B, as updated by CHORUS from time to time by posting changes on the CHORUS Site and providing notice to Publisher Member (each such Funding Agency, a “Participating Funding Agency” and collectively, the “Participating Funding Agencies”). The “CHORUS Service” refers to all of the foregoing, including associated software and know-how.
- 2. Publisher Membership.** By accepting all of the terms of this Agreement and paying the required fees as set by the Board and indicated on the CHORUS Site, a qualified publisher becomes a Publisher Member of CHOR entitled to all of the benefits and

subject to all of the responsibilities and conditions of being a member of CHOR, as governed by this Agreement and the bylaws of CHOR, as amended from time to time (the “Bylaws”). On-going membership is conditional upon continued payment of annual fees. The CHORUS certificate of incorporation and bylaws and additional information about CHORUS membership and governance are available on the CHORUS Site.

**3. Publisher Member Benefits.** Provided that the Publisher Member is in full compliance with the terms of this Agreement, the Publisher Member (i) will be featured in the CHORUS Service, including highlighting its public access commitments and activities covered by the CHORUS Service; (ii) may indicate publicly its status as a Publisher Member and its participation in the CHORUS Service, including use of the CHORUS name and mark(s) as set forth in Section 9; and (iii) may participate in the governance of CHOR by voting for members of the Board and on various issues (as set forth in the Bylaws), and recommending one or more representatives (if desired) to CHOR working committees through which policy recommendations are made. (The Board shall retain the authority to appoint and remove committee members in accordance with the Bylaws).

**4. Publisher Member Obligations Generally.**

- a) Publisher Member must promptly pay all membership dues.
- b) Publisher Member must appoint a business, technical, billing, and communications contact on Appendix C, and keep such contact information up to date.
- c) Publisher Member must facilitate the identification of articles published on or after the Effective Date reporting on research funded by Funding Agencies (collectively, “Articles”), and provide public access to Articles reporting on research funded by Participating Funding Agencies by taking the steps outlined in Section 5 below. Publisher Member shall have the option of providing public access to either an accepted manuscript (“AM”) or Version of Record (“VOR”), at Publisher’s sole discretion.
- d) Publisher Member acknowledges that the CHORUS Service will publicly communicate Publisher Member’s public access policies and activities by posting information about such policies, and, will review (including, through independent verification by CHOR or its contractors and agents) and publicly report on Publisher Member’s compliance therewith.

**5. Publisher Member Public Access Obligations.**

- a) With respect to each Article published on or after the Effective Date reporting on research funded by a Funding Agency, Publisher Member agrees to:
  - (i) Collect the funding source (via a manuscript tracking system or by extraction from Articles) and map such information to entries in Crossref’s Open Funder Registry formerly known as FundRef). Publisher Member is encouraged, but is not required, to provide additional funder information such as grant numbers. In addition, Publisher Member is encouraged by not required to collect the funding

source even where the funder is not a Funding Agency listed in Appendix A. For the avoidance of doubt, Publisher Member is under no obligation to ascertain the accuracy of an author's assertion about the source of funding.

(ii) Send such funder information to Crossref's Open Funder Registry.

(iii) Link each Article to a common license (e.g., Creative Commons or other standard license selected by Publisher Member) or to a posted proprietary license for public access developed by Publisher Member (either, a "Re-Use License") for content reuse on Publisher Member's website. For the avoidance of doubt, if the Funding Agency is not a Participating Funding Agency, such Re-Use License need not provide for any public access.

b) With respect to each Article published on or after the Effective Date reporting on research funded by a Participating Funding Agency, in addition to the commitments set forth in Section 5a, Publisher Member agrees to:

(i) Make each VOR or AM publicly accessible on Publisher Member's website, following an embargo period of Publisher Member's selected duration from the date of publication (online or in print format, whichever is first), if any, in its sole discretion (the "Embargo Period").

(ii) Before the end of the Embargo Period, send to Crossref the DOI for the publicly accessible version of the Article paired with the URL for the Re-Use License with an appropriate start date commensurate with the Embargo Period.

(iii) Permit the publicly accessible AM or VOR, or a VOR behind a paywall, to be available for indexing by the relevant Participating Funding Agency from the date of publication. In the event that a Publisher Member does not permit machines to harvest VORs or AMs from its website, Publisher Member shall provide Participating Funding Agencies with alternative mechanism(s) to obtain VORs or AMs.

(iv) Archive Articles at a dark archive with which CHORUS has an agreement related to the CHORUS Service (an "Archive"). Any fees associated with such archiving shall be the responsibility of Publisher Member and not CHORUS.

(v) Where required by a Participating Funding Agency under its participation agreement with CHORUS (as set forth on Appendix B), permit Articles supplied by Publisher Member to be made publicly accessible by the Participating Funding Agency subject to the same trigger events set forth in Section 6 when Articles are included in a Participating Funding Agency dark archive.

(vi) In addition, Publisher Member is encouraged, but not required, to comply with the voluntary Participating Funding Agency requests set forth in Appendix B.

**6. Public Access Trigger Event.** If either a relevant Participating Funding Agency or CHORUS identifies that an Article reporting on research funded by the Participating Funding Agency is not publicly accessible after the Publisher Member's selected Embargo Period, Publisher Member will be contacted by the Participating Funding Agency, CHORUS or the

dark Archive. If access cannot be restored within thirty (30) days, Publisher Member grants the Participating Funding Agency and/or CHORUS the authority to direct the relevant dark Archive to make the VOR or AM deposited in the dark Archive (or an archival version thereof created by the dark Archive) accessible to the public under the terms of the relevant dark Archive's license, until Publisher Member restores public access (consistent with the requirements set forth in Section 5) through its own website. This Section shall not apply to any Articles that are suspended or withdrawn from the Publisher Member's website for legal reasons or as a result of publishing misconduct. The specific mechanisms for depositing Articles, making Articles bright, and any appeals process shall be set forth in an agreement directly between Publisher Member and the dark Archive, based on the dark Archive's form agreement with publishers.

**7. On-boarding and Compliance.** Upon the Effective Date and payment of membership fees, Publisher Member shall be entitled to use the CHORUS trademark(s) and logo to indicate that it is a member of CHOR and participates in the CHORUS Service consistent with Section 9. Publisher Member shall become fully compliant with the requirements set forth in Section 5 within one-year from the Effective Date, or show good faith effort to do so. Similarly, Publisher Member shall have 90 days from notice of any changes to Appendix A and/or Appendix B, to become compliant with the requirements set forth in Section 5 with respect to any new Funding Agencies or Participating Funding Agencies, or show a good faith effort to do so.

**8. Intellectual Property.**

a) The Publisher Member acknowledges that, as between itself and CHOR, CHOR has all right, title and interest in and to the CHORUS Service, including all related copyrights, database compilation rights, trademarks, trade names, and other intellectual property rights, currently in existence or later developed.

b) CHOR acknowledges that as between itself and Publisher Member, Publisher Member has all right, title and interest in and to the Articles, including all related copyrights, database compilation rights, trademarks, trade names, and other intellectual property rights, currently in existence or later developed.

**9. Promotion.** CHOR and the Publisher Member may each use the other's logo(s) and mark(s) to identify the status of the Publisher Member as a member of CHOR and participating in the CHORUS Service, including, for example, featuring the CHOR/CHORUS logo(s) and mark(s) on Publisher Member's website, and featuring Publisher Member's logo(s) and mark(s) on the CHORUS website home page, on the CHORUS dashboard, in the CHORUS search engine, and for general purposes of marketing the CHORUS Service by indicating the identity of its members. Each party shall adhere to such guidelines as may be provided by the other party from time to time regarding the use of logo(s) and mark(s). Any other use (beyond identification of participation and membership) of the logo(s) and mark(s) of the other party may only be made with the prior written consent of such party.

**10. Term; Termination.**

a) This Agreement shall commence upon the Effective Date and shall continue through

December 31 of the current year, and thereafter shall be renewed according to the terms of the most recent version of this Agreement for consecutive twelve (12) month periods upon invoicing and payment of a renewal fee.

- b) A renewal shall not require signature of the Parties, and shall be deemed to have occurred if Publisher Member pays its renewal fee in a timely manner (as specified in a renewal invoice from CHOR, which shall provide for at least net 30 days payment), or if CHOR elects, in its sole discretion, to accept late payment. Failure to make timely payment in absence of a waiver from CHOR shall result in an automatic termination, effective as of the end of the then-current term.
- c) The Publisher Member may terminate this Agreement upon ninety (90) days prior written notice, but shall not be entitled to a refund of any fees that have been paid or waiver of any fees that have accrued.
- d) CHOR has the right, but not the obligation, to enforce the terms of this Agreement against any of its members, including Publisher Member. CHOR may terminate this Agreement and Publisher Member's status as a member of CHOR and participation in the CHORUS Service, (i) upon written notice for failure to pay any fees 90-days after such fees are due; (ii) upon written notice for failure to cure a material breach of this agreement within 10 business days of notice of such breach. For the avoidance of doubt, failure to adhere to a Funding Agency-selected embargo period shall not be deemed to be breach of this Agreement, but failure to adhere to a Publisher Member's self-selected Embargo Period after the first year, shall be deemed to be a material breach. Except in the case of termination for failure to timely pay fees, CHOR's Board shall review and approve any decision to terminate Publisher Member's membership in CHOR and participation in the CHORUS Service. As part of such review, the Publisher Member shall have an opportunity to be heard under such reasonable procedures as the Board may determine in its good faith. The decision to so terminate, however, shall rest solely with CHOR.
- e) Notwithstanding the foregoing, CHOR reserves the right to temporarily suspend any part of the CHORUS Service or to temporarily or permanently remove links to any Article upon determination in CHOR's sole discretion that the continuation of such aspect of the CHORUS Service (generally or with respect to a specific member) or linking to any such Article could result in legal risk to CHOR, without following the procedures outlined in Section 10(c). In the event of any such suspension or removal, CHORUS will endeavor to provide Publisher Member with notice in a reasonable time frame prior to or following such event. Similarly, Publisher Member shall have the right to require CHORUS to remove links to any Article upon determination by the Publisher Member that the Article may infringe the rights of a third party or otherwise present legal risk to the Publisher Member.

## **11. Actions Following Termination.**

Upon termination or expiration of this Agreement, each party shall immediately cease using the other party's name(s) and mark(s) to indicate that Publisher Member is a member of CHOR or participates in the CHORUS Service. CHOR shall have the right,

but not the obligation, (i) to continue to provide links to Articles on Publisher Member's website or other locations where Articles can be found consistent with its general surfacing of articles reporting on funded research, and (ii) to continue to communicate through the CHORUS Service any publicly available information about Publisher Member's public access policies and activities.

**12. Disputes.** The Publisher Member agrees to abide by the terms and conditions of the following dispute resolution procedures.

- a) **Choice of Law, Jurisdiction.** This Agreement shall be interpreted, governed and enforced under the laws of New York, without regard to its conflict of law rules. All claims, disputes and actions of any kind arising out of or relating to the Agreement shall be settled exclusively in New York, NY.
- b) **Alternative Dispute Resolution.** If any claim, dispute or action, arising out of or relating to this Agreement cannot be resolved amicably by the parties, then it shall be resolved by a single arbitrator mutually agreed upon by the parties and reasonably familiar with the publishing industry. The decision of the arbitrator shall be final and binding on the parties, and may be enforced in any court of competent jurisdiction.
- c) **Injunctive Relief.** Notwithstanding the foregoing subsection 12(b) (Alternative Dispute Resolution), no party shall be prevented from seeking injunctive or preliminary relief in anticipation, but not in any way in limitation, of arbitration, before any court located in New York, NY.
- d) **Limitations.** The Publisher Member may not seek to compel CHOR to act against any other member of CHOR or any Funding Agency.

**13. Warranty.** Each party represents and warrants that it has the full power and complete authority to enter into this Agreement, that the person signing is authorized to do so, that it has conducted a review of the rights granted herein according to documented internal policies and procedures, and that the granting of such rights will not infringe the rights of any third party.

**14. Indemnification.** To the extent authorized by law, and subject to the terms of the Agreement, Publisher Member agrees to indemnify, hold harmless, and at CHOR's option, defend CHOR and its directors, officers and employees (each a "CHOR Party" and collectively, the CHOR Parties), from and against any and all liability, damage, loss, cost or expense, including reasonable attorneys' fees, costs, and other expenses (collectively, "Losses") arising out of any activity undertaken by the Publisher Member, its agent(s), contractors, representatives, directors, officers or employees pursuant to this Agreement, or any claim, which if true, would be a violation of any Publisher Member representation, warranty, or obligation hereunder or a third-party intellectual property right, except to the extent that such Losses are due to the negligence or intentional misconduct of a CHOR Party. CHOR shall give Publisher Member prompt written notice of any third party claim covered by the indemnity obligations set forth above. Neither party shall enter into a settlement with respect to any third party claim covered by the indemnity without the consent of the other party, such consent not to be unreasonably withheld.

- 15. Disclaimer.** CHOR SHALL TAKE COMMERCIALY REASONABLE STEPS IN OPERATING THE CHORUS SERVICE. EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THE CHORUS SERVICE IS OFFERED “AS IS” WITHOUT ANY REPRESENTATIONS AND WARRANTIES OF ANY KIND WHATSOEVER, INCLUDING REPRESENTATIONS AND WARRANTIES RELATED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE ACCURACY OF ANY INFORMATION FEATURED IN THE CHORUS SERVICE OR CONTAINED ON THE CHORUS SITE GENERALLY.
- 16. Limitations of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF IT HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR (I) ANY LOSS, CORRUPTION OR DELAY OF DATA, (II) ANY LOSS, CORRUPTION OR DELAY OF COMMUNICATIONS WITH OR CONNECTION TO RELATED PRODUCTS OR CONTENT, OR (III) ANY VIRUS, BUG OR OTHER HARM THAT IS INTRODUCED THROUGH THE USE OR PROVISION OF THE CHORUS SERVICE. PUBLISHER MEMBER ACKNOWLEDGES AND AGREES THAT THE CHOR PARTIES SHALL NOT BE LIABLE FOR (I) ANY ACTIONS TAKEN BY ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY GOVERNMENT AGENCY OR ANY ARCHIVE WITH RESPECT TO THE CHORUS SERVICE, INCLUDING, WITHOUT LIMITATION MAKING ARTICLES BRIGHT AND (II) ANY INACCURATE OR INCOMPLETE INFORMATION FEATURED IN THE CHORUS SERVICE OR CONTAINED ON THE CHORUS SITE GENERALLY, INCLUDING INFORMATION REGARDING THE PUBLISHER MEMBER AND ITS PUBLIC ACCESS POLICIES. EXCEPT FOR THE INDEMNITY OBLIGATION, IN NO EVENT SHALL THE LIABILITY OF EITHER PARTY HEREUNDER BE GREATER THAN THE MEMBERSHIP DUES PAID OR DUE DURING THE THEN-CURRENT TERM.
- 17. Taxes.** Publisher Member is responsible for all sales and use taxes imposed, if any, with respect to the services rendered or products provided to the Publisher Member hereunder, other than taxes based upon or credited against CHOR’s income.
- 18. No Waiver.** No delay or omission by either party to exercise any right or power hereunder shall impair such right or power or be construed to be a waiver thereof. A waiver by either of the parties of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant contained herein.
- 19. No Partnership.** Neither party is or shall become as a result of this Agreement, an agent, representative, or partner of the other party.

- 20. No Third-Party Beneficiaries.** Except as expressly set forth herein, neither party intends that this Agreement shall benefit, or create any right or cause of action in or on behalf of, any person or entity other than CHOR or the Publisher Member.
- 21. No Assignment.** Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld, delayed, conditioned or denied. Any transfer to the contrary shall be null and void. Notwithstanding the foregoing, CHOR may subcontract or sublicense its rights and obligations hereunder to third parties to assist it in operating the CHORUS Service.
- 22. Notices.** Written notice under this Agreement shall be effective if sent to the party's address as follows: (i) by personal service on the same day, (ii) by internationally recognized courier (*e.g.*, FedEx, UPS) on the next business day following the scheduled delivery date; or (iii) by email, with a confirmation receipt, on the next business day following the date sent.

If to CHOR:                                Howard Ratner  
    Executive Director  
    CHOR, Inc.  
    72 Dreyer Avenue  
    Staten Island, NY 10314

Email: [hratner@chorusaccess.org](mailto:hratner@chorusaccess.org)

If to the Publisher Member, to the name and address listed as the Business Contact on Appendix C.

- 23. Survival.** Sections (and the corresponding subsections, if any) 6, 8, and 10 through 28 and any rights to payment shall survive the expiration or termination of this Agreement for any reason.
- 24. Headings.** The headings of the sections and subsections used in this Agreement are included for convenience only and are not to be used in construing or interpreting this Agreement.
- 25. Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will be reformed to be enforceable to the maximum extent permitted under applicable law, and whether or not it may be so reformed, it will not affect any other provision of this Agreement, unless the unenforceability of the applicable provision would materially impair either party's ability to obtain substantial performance of the other party.
- 26. Entire Agreement.** The terms and conditions of this Agreement and any exhibits and appendices supersede all prior oral and written agreements between the parties with respect to the subject matter of this Agreement and shall constitute the entire agreement between the parties with respect to the matters contained herein.



**27. Agreement Modifications.** In order to account for the evolution of CHORUS, CHOR reserves the right to modify this Agreement, provided that (i) any material modification (as determined by CHORUS) shall be approved in advance by the Board; (ii) no such modification shall be retroactive; and (iii) CHOR will provide Publisher Member with 30 days' advance written notice of any such modifications. Continued acceptance of all terms and conditions of the Agreement as amended is a condition of continued membership in CHOR and participation in the CHORUS Service. If Publisher Member objects to any such modification, Publisher Member may terminate this Agreement (effective as of effective date of the modification) by providing written notice to CHOR prior to the effective date, and CHOR shall provide Publisher Member a pro-rata refund. This Agreement also may be modified by mutual written consent of the parties.

**28. Counterparts; Electronic Signature.** This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one agreement. **EACH PARTY MAY USE A HARD COPY (INK AND PAPER) OR ELECTRONIC/FACSIMILE SIGNATURE, EACH OF WHICH SHALL BE DEEMED TO BE AUTHENTIC AND EQUALLY ENFORCEABLE.**

AGREED TO AND ACCEPTED BY:

CHOR, INC.

[PUBLISHER MEMBER]

\_\_\_\_\_

\_\_\_\_\_

Name:

Name:

Title:

Title:

Date:

Date:

## Exhibit 1: 2017 Fee Table (\$US)

### Publisher Member Fees

Total Publishing Revenue	Annual Publisher Membership fee
<\$2.5m	\$550
≤\$5m	\$1,100
≤\$20m	\$5,000
≤\$50m	\$10,000
≤\$100m	\$20,000
≤\$200m	\$35,000
≤\$500m	\$50,000
>\$500m	\$75,000

#### Notes on definition of "Total Publishing Revenue"

- Total Publishing Revenue includes all publishing revenue from all the divisions of an organization (primary and secondary) for all types of activities (advertising, books, journals, databases, article charges, etc.). For membership organizations, member dues allocated to subscriptions will be included in total publishing revenue.
- For organizations that publish scholarly information as an ancillary activity, such as government organizations, the higher of either (1) total expenses for publishing operations or (2) gross publishing revenue should be used in determining the appropriate membership fee.
- For purposes of calculating Total Publishing Revenue, the largest legal entity rather than a division or subsidiary should be used, even if the parent is not joining. In other words, a subsidiary may join CHOR and assume the membership obligations without obligating the full parent entity to CHORUS's public access requirements; however, for purposes of calculating membership fees, the parent's consolidated revenue is to be used.
- Members will self-categorize.

## **Appendix A: Funding Sources Covered by CHORUS**

US federal government agencies with at least \$100 million in annual conduct of research and development expenditures, namely:

- Agency for Healthcare Research & Quality (AHRQ/HHS)
- Center for Disease Control & Prevention (CDC/HHS)
- Department of Commerce (DOC)
- Department of Defense (DOD)
- Department of Education (ED)
- Department of Energy (DOE)
- Department of Homeland Security (DHS)
- Department of Interior (DOI)
- Department of Transportation (DOT)
- Environmental Protection Agency (EPA)
- Food and Drug Administration (FDA/HHS)
- Health and Human Services/National Institutes of Health (NIH/HHS)
- National Aeronautics and Space Administration (NASA)
- National Institute of Standards and Technology (NIST/DOC)
- National Ocean and Atmospheric Administration (NOAA/DOC)
- National Science Foundation (NSF)
- Office of Assistant Secretary for Preparedness and Response (ASPR/HHS)
- Officer of the Director of National Intelligence (ODNI)
- Smithsonian Institution (SI)
- US Agency for International Development (USAID)
- US Department of Agriculture (USDA)
- US Department of Veterans Affairs (VA)

Other funding organizations:

- Alfred P. Sloan Foundation
- Bill & Melinda Gates Foundation
- World Bank Group

## Appendix B: Participating Funding Agencies

<b>Funding Agency</b>	<b>Subject to 5(b)(v) (Required)</b>	<b>Subject to 5(b)(vi) (Voluntary)</b>
<b>Department of Energy (DOE)</b>	NA	If Publisher Member does not make a VOR publicly accessible on its website, but does make an AM publicly accessible on its website, DOE will link in a prominent manner to the AM on the Publisher Member website for those Publisher Members that prompt authors to submit AMs to DOE.
<b>Smithsonian Institution</b>	Smithsonian Institution has option to create own dark archive, subject to Section 6 trigger events and distribution under Publisher Member's Re-Use License	NA
<b>National Science Foundation (NSF)</b>	NA	NA
<b>United States Geological Survey (USGS)</b>	USGS has option to create own dark archive, subject to Section 6 trigger events and distribution under Publisher Member's Re-Use License	NA
<b>Department of Defense (DOD)</b>	DOD has option to create own dark archive, subject to Section 6 trigger events and distribution under Publisher Member's Re-Use License	If Publisher Member does not make a VOR publicly accessible on its website, but does make an AM publicly accessible on its website, DOD will link in a prominent manner to the AM on the Publisher Member website for those Publisher Members that prompt authors to submit AMs to DOD.

### Appendix C: Publisher Member Designation of Representatives (Required)

Publisher Member must provide the following information to CHOR and promptly notify CHOR if there are any changes. Publisher may update this information from time to time upon written notice to CHOR, including by email.

**Business Contact.** The following individual will be the main representative of Publisher Member for purposes of this Agreement, providing guidance and direction in operational and membership matters, including voting.

Name:	Company:
Street Address:	
City:	State:
Post Code:	Country:
Phone:	Fax:
Email:	

**Technical Contact.** The following individual will be the representative of the Publisher Member for general technical matters and information.

Name:	Company:
Street Address:	
City:	State:
Post Code:	Country:
Phone:	Fax:
Email:	

**Billing Contact.** The following individual will be the representative of Publisher Member for purposes of billing and payment matters.

Name:	Company:
Street Address:	
City:	State:
Post Code:	Country:
Phone:	Fax:
Email:	

**Communications Contact.** The following individual will be the main representative of Publisher Member for ongoing marketing and communications purposes, providing information, guidance, and collaboration on promotional matters of mutual benefit.

Name:	Company:
Street Address:	
City:	State:
Post Code:	Country:
Phone:	Fax:
Email:	