

18<sup>th</sup> of March 2020

**ANNEX 1**

**RULES OF MEMBERSHIP OF OPENCITATIONS**

**Article 1 Rationale**

The goals of OpenCitations will be better achieved by promoting collaborations with actors and stakeholders within the Open Science Community.

Research institutions, universities, libraries, publishers, funders and other public and/or private entities embracing the principles of Open Access and of Open Science, and having complementary expertise and/or purposes consistent with the aims of OpenCitations, may request to develop cultural and scientific cooperation of mutual benefit with OpenCitations by becoming a collaborating Member. A Party becomes a collaborating Member of OpenCitations upon acceptance by OpenCitations of the Party's application for Membership, and signature of the OpenCitations Memorandum of Understandings (MoU), according to the process and to one of the membership levels described in the following article 2.

**Article 2 Membership of OpenCitations**

**2.1.** Legal entities may apply to become Members of OpenCitations, each by sending a written request to the Directors of OpenCitations, at the email address [membership@opencitations.net](mailto:membership@opencitations.net), in which the candidate declares:

- its details, legal nature, legal address, and legal representative;
- its wish to become a Member of and to collaborate with OpenCitations;
- its commitment to the principles of Open Science: "Open Science is the practice of science in such a way that others can collaborate and contribute, where research data, lab notes and other research processes are freely available, under terms that enable reuse, redistribution and reproduction of the research and its underlying data and methods." – FOSTER (<https://www.fosteropenscience.eu/taxonomy/term/100>).
- its commitment to contribute financially (specifying the amount of the contribution) to the operating costs of OpenCitations and to assist in the implementation of its goals, according to the level of membership participation in OpenCitations (hereinafter also, for convenience, "Membership") as described in article 2.2 below.

The legal representative of the candidate Party shall also sign a declaration of conflicts of interests, in which it documents any interests that compete with the purposes of OpenCitations.

Membership is for an initial period of three years, renewably by mutual consent of the Party and OpenCitations. A Party may unilaterally resign its membership according to article 4. Each application will be evaluated by the Directors of OpenCitations against the eligibility criteria detailed above.

When deciding upon such applications and reporting such decisions, the Directors shall apply the principles of non-discrimination and transparency, and shall provide written justification for their decisions. As part of this evaluation, the Directors must ask for approval from the International Advisory Board for OpenCitations (“the Board”) for all applications for Strategic Membership (see 2.2.3 below).

A decision of the Directors shall be issued within 30 days from the receipt of the application.

After the issue of a positive decision, the requesting Party shall be invited to sign the MoU.

**2.2.** There are three levels of OpenCitations membership: Supporting Membership, Development Membership and Strategic Membership.

**1) Supporting Membership:** A Party may be elected as a Supporting Member of OpenCitations that, assenting to the MoU and agreeing to collaborate with OpenCitations, commits to making a financial contribution to OpenCitations of at least € 500 and no more than € 8,000 per year for three years at the start of each membership year, or to make a single up-front contribution of at least €1,500 and no more than € 24,000, such contributions varying according to the size and type of the Party, as set out in the SCOSS OpenCitations document available at <https://sparseurope.org/download/7913/>.

A Supporting Member shall:

- have voting rights on the OpenCitations Council (“the Council”) according to Annex 2, article 1;
- have voting rights to elect candidates to serve on the International Advisory Board for OpenCitations, according to the procedure of Annex 2, article 1.2;
- have its name and membership level displayed on the OpenCitations website;
- have access to a yearly webinar giving updates of OpenCitations activities and plans for the future;
- receive the biannual reports summarizing the progress and status of OpenCitations;
- have access to general information from OpenCitations, including the annual financial reports.

**2) Development Membership:** A Party may be elected as a Development Member of OpenCitations that, assenting to the MoU and agreeing to collaborate with OpenCitations, commits to making a financial contribution to OpenCitations of more than € 8,000 and less than € 30,000 per year for three years at the start of each membership year, or to make a single up-front contribution of more than € 24,000 and less than € 90,000.

A Development Member shall:

- have all of the above-mentioned rights of Supporting Membership; plus
- participate in an annual survey and share feedback on the OpenCitations infrastructure and services;
- have its name, membership level and logo displayed on the OpenCitations website;
- have the right for one representative to participate without registration fee in the biennial Workshop on Open Citations and Open Scholarly Metadata organized by OpenCitations;

- have the right to contribute a blog post about itself and its use of OpenCitations services and data, to be published on the OpenCitations blog.

**3) Strategic Membership:** A Party may be elected as a Strategic Member of OpenCitations that, assenting to the MoU and agreeing to collaborate with OpenCitations, commits to making a financial contribution to OpenCitations of at least € 30,000 per year for three years at the start of each membership year, or to make a single up-front contribution of at least € 90,000.

A Strategic Member shall:

- have all of the above-mentioned rights of Development Membership; plus
- be entitled to a single seat with voting rights on the International Advisory Board for OpenCitations, and therefore be entitled to help define all the strategies, activities and official documents of OpenCitations according to Annex 2, article 1.2.

**2.3.** Organizations may form consortia to support OpenCitations. Each consortium of organizations supporting OpenCitations may become a Member and will be assigned to a Membership category according to its combined financial contribution, and will have the names of all participating organizations listed after the consortium name on the OpenCitations Membership web page, but each consortium will be able to appoint only one delegate to the OpenCitations Council and (for consortia that are Strategic Members) to have only one seat on the International Advisory Board for OpenCitations.

### **Article 3 Entry into force and duration**

The Membership of a Party enters into force at the time of signature of the MoU both by the Party and by the Department of Classical Philology and Italian Studies (FICLIT) of the University of Bologna, of which the Research Centre for Open Scholarly Metadata is a division – see Annex 2, article 1.6.

Upon entry into Membership, the Party's financial contribution becomes payable.

The Membership remains in force for three years from the date of the signature.

### **Article 4 Withdrawal and termination**

A Party can withdraw from Membership of OpenCitations before the 30 November of each year by means of a written notification to the Directors. The withdrawal will become effective at the end of the calendar year in which the notification was sent.

The Board may approve, with the prescribed majority, upon request of any of its members or of either of the Directors, the termination of the Membership of a Party on the following grounds:

- the Party's mission or institutional purposes ceases to be consistent with the principle of Open Science;

- a Party fails to transfer its financial contribution as agreed at the time of its accession to the Membership of OpenCitations;
- the Party is subject to a procedure of liquidation or dissolution, or to an insolvency procedure.

The termination will have effect after the formal notification to the legal representative of such Party. No claim of a share of assets or reimbursement is possible at the time of withdrawal of a Party, or termination of the Party's membership, for whatever reason.

#### **Article 5 Miscellaneous**

No rights or obligations of the Parties arising from the Membership of OpenCitations may be assigned or transferred, in whole or in part, to any third party.

No Party shall be entitled to act or to make legally binding declarations on behalf of any other Party or of OpenCitations.

Nothing in the Membership of OpenCitations shall be deemed to constitute a joint venture, agency, partnership, association, interest grouping or any other kind of formal grouping or entity between the Parties. The Membership by the Parties is intended for the purpose of cultural and scientific cooperation.

The English Version of these RULES will be the binding one.