

SciPost Supporting Partners Board Membership Agreement

Preamble

The SciPost Foundation - The SciPost Foundation, Inc. (hereafter SciPost) is a nonprofit organization dedicated to developing, implementing and maintaining innovative forms of electronic scientific communication and publishing. It is registered under Dutch Chamber of Commerce nr 65280083, RSIN 856049487 (its charter is available online at the [Foundation's webpage](#)). Its Board is composed of a Chairman, a Secretary and a Treasurer (respectively Prof. J.-S. Caux, Dr J. van Mameren and Dr J. van Wezel). Board members do not receive any salary or financial compensation of any form for their work for the Foundation. In addition, the Foundation has an Advisory Board, tasked with giving advice to the Foundation's Board on all matters relating to the Foundation's activities.

Activities - SciPost operates the [SciPost.org](https://scipost.org) interactive online portal for the benefit of the international scientific community and further interested parties. The portal currently has **Journals**, **Submissions**, **Commentaries** and **Theses** sections.

Journals: SciPost complements the arXiv preprint server to provide a full publishing system run by and for scientists. SciPost implements an open **peer-witnessed refereeing procedure**, leading to the highest possible editorial standards. During refereeing, manuscripts are hosted on the **Submissions** section of the portal. The editorial activities are performed by Editorial Fellows, their collective being known as the **Editorial College**. All Fellows are professionally active academics, who do not receive financial compensation for their work for the Foundation. The functioning of the Editorial College follows the regulations detailed in the **Editorial College by-laws**.

Commentaries: SciPost offers a means for professional academics to post comments on and supplementary material to any published academic paper or preprint. Requirement for registration as a Contributor and pre-posting editorial vetting guarantee discussions of high academic quality.

Theses: SciPost also offers a centralized database of links to academic Theses (Habilitation, PhD, Master's). This section aims to make academics' search for thesis-based material easier and more efficient.

Openness at strictly minimal cost: the role of professional academics - A fundamental principle underlining all of SciPost's activities is openness. This means in particular that SciPost guarantees free online access to all publications in all its Journals (free for readers; all articles are published under the terms of a Creative Commons license (most commonly CC-BY)), and does not charge any article processing fees for publishing (free for authors). All editorial activities are performed by professional academics as part of their normal professional duties: contributors to SciPost are demonstrably dedicated to serving their community, and to realizing the dream of true openness in scientific publishing. SciPost thus achieves the highest possible standards of academic quality and open accessibility while maintaining costs at the lowest achievable level.

Financing and sustainability: the role of institutional backers - Besides relying on the dedicated service of professional scientists for many of its day-to-day operations, SciPost must additionally rely on institutional backers for sustaining its professional-level publishing facilities and other activities. This backing is sought primarily from the organizations which are positively impacted by its activities, directly or indirectly: (inter)national funding agencies, universities, national/university/research libraries, academic consortia, governments and ministries, foundations, benefactors and further interested parties. This financial backing cannot take the form of article processing charges or journal subscriptions, due to SciPost's operating principles: rather, Supporting Partners provide operating funds to SciPost, these funds being pooled in order to cover:

1. Maintenance and operation of the web infrastructure at SciPost.org;
2. Administration of all site-related activities;
3. Production of publications in SciPost Journals;
4. Development of new publishing-related services for the international scientific community.

Web infrastructure - The site is directly developed and maintained by officers appointed by the Foundation. Costs include server access and maintenance costs, web certificates, professional consultations, and external costs such as Crossref membership-related fees.

Administration - The proper functioning of SciPost's operations requires among others: coordination with the Advisory Board, recruitment to and communications with the Editorial College, performance of day-to-day editorial administration, recruitment of and coordination with Supporting Partners, recruitment, training and supervision of all officers, representation, and supervision of all site-related activities.

Production - The production costs per article on SciPost are substantially lower than the current norm for Open Access publications (SciPost does not perform extensive rewriting/typesetting of articles). Currently, the average cost is estimated to be €300 per paper. This covers all steps of the peer-witnessed refereeing process, plagiarism checks, proofs handling, production of the final version (version of record) of the article, metadata uploading (including funding information) and references cross-linking via Crossref, and online publication of the article on SciPost.org. SciPost thus directly applies substantial pressure on publishers currently exploiting the Open Access publishing market; in addition, SciPost is willing to provide further direct help to its Supporting Partners in their negotiations with publishers.

Development - SciPost has an ambitious long-term plan aimed at developing a number of innovative tools related to scientific publishing. In a first instance, these projects concern bibliographic support for authors, and article citation metrics.

Financial statements - All details of SciPost's finances will be made publicly available. A detailed financial statement covering all of SciPost's activities will be published online after the end of each yearly financial exercise.

Definitions

Agreement: The current document, including specifications of the Partner and Particular Terms.

Contributor: A professional academic who has registered to the SciPost portal, and is entitled to submit and review online material.

Particular Terms: The start date, duration and financial contribution of a specific Agreement.

Portal: The SciPost.org website, and all pages rooted there (including the Journals, Submissions, Commentaries and Theses sections).

Supporting Partner: An institution, organization or individual which has signed a Supporting Partner Agreement with SciPost, and which provides financial support for its operations.

SciPost Supporting Partners Board

The set of all Supporting Partners (see possible types below) forms the SciPost Supporting Partners Board (SPB). Acting as a representative body, the SPB's purpose is to provide the main financial backing without which SciPost could not continue carrying out its mission, to counsel it in all its operations and to help determine the initiative's development priorities.

The SPB has a yearly virtual general meeting, organized and chaired by a representative of the SciPost Foundation. During this meeting, SPB-related topics are discussed, recommendations to the SciPost Foundation can be put forward and voted on by Partners, and general issues on any of SciPost's activities can be discussed.

Types of Partners

Supporting Partners can for example be:

1. International/national funding agencies;
2. National/university/research libraries;
3. Consortia (of *e.g.* universities or libraries);
4. Government (through *e.g.* education/science ministries);
5. Foundations;
6. Benefactors of any other type.

Partnership benefits

All funds originating from Supporting Partners are used to provide services to the academic community as a whole: SciPost operates in a completely open fashion, and the fulfillment of the Foundation's mission benefits academics worldwide, without any distinction.

Partnership nonetheless provides Partners with a number of additional benefits as compared to non-Partner parties. SciPost agrees to provide its Partners with:

1. A seat on the SciPost Supporting Partners Board, including access to yearly meetings, with voting rights proportional to financial contribution (up to a maximum of 20% of all votes for any individual Partner);
2. Inclusion in the online listing of Supporting Partners on the SciPost website;
3. Exclusive ability to feed the Partner's institutional theses database to the SciPost Theses database, for inclusion in the Theses part of the portal;
4. Access to the SciPost metadata API (providing among others means to generate yearly metadata summaries relating to SciPost publications for each Contributor employed by the Partner);
5. Exclusive access to further online tools planned by SciPost during their development stage. The SPB as a whole can provide feedback and request specific features.

Editorial decoupling

In its editorial workflow, SciPost strives to implement the highest achievable standards. One crucial precondition for this is independence of the Editorial College. Being a Supporting Partner is thus entirely decoupled from all editorial work performed and decisions taken for all submissions to and publications in SciPost Journals. To guarantee editorial independence, the Partner waives any claim on publication or posting decisions taken by the SciPost Editorial College, either as a collective or through an individual Editorial Fellow.

Financial contribution

For the financial year 2017, the contributions are set to yearly amounts of:

(Inter)national funding agency:	size-dependent tailored agreement
University/library:	€1000 (base; more is greatly appreciated)
National consortium of universities/libraries:	10% bulk discount on the above (<i>e.g.</i> €3600 for 4 universities)
Foundations/benefactors:	(Partner-set amount of at least €500)

Note that if the consortium itself is not a legal entity, each individual member must sign a separate Agreement.

All amounts are exclusive of VAT, which will be payable by the Partner where applicable.

Sustainability - This norm allows sustainable functioning of SciPost under the expectation that individual institutions be associated to between two and three full publications per year on average (computed using authorship fractions). A Partner who is associated to more authorships and/or who generally recognizes the value of SciPost's activities, is of course welcome to contribute more.

Donations - Contributions of less than €500 per year are treated as incidental donations and do not lead to the obtention of Partner benefits.

Note that SciPost has been designated as a Public Benefit Organisation (PBO; in Dutch: Algemeen Nut Beogende Instelling, ANBI) by the Dutch Tax Administration. Natural and legal persons making donations to a PBO may deduct their gifts from their Dutch income tax or corporate income tax (see the PBO page of the Dutch Tax Administration).

Activation procedure

In order to become a Supporting Partner, one must:

- EITHER:
Fill in the online membership request form at https://scipost.org/partners/membership_request (the form must be filled in by an employee or associate of the prospective Partner acting as an authorized agent for the latter; personal contact details of this person will be treated confidentially)
OR:
Simply send an email query to partners@scipost.org or admin@scipost.org in order to obtain more information and/or initiate the process;
- Wait for the email response from the SciPost administration, containing a Partnership Agreement offer including suggested detailed terms (start date, duration, financial contribution);
- After all detailed terms have been agreed upon, email a scan of the signed copy of the Partnership Agreement to SciPost;
- Proceed with the payment of the financial contribution as specified on page 6 of this Partnership Agreement, following invoicing from the SciPost Foundation.

Term, renewal and termination

This Agreement will be deemed to commence on the date of reception of the aspiring Partner-signed Partnership Agreement by SciPost. The Agreement will be valid for the duration stated in the Agreement. A renewal notice will be sent to existing Partners four months before the end of any current Agreement; the default is that the Agreement is automatically renewed according to the existing Agreement's terms. The Partner can terminate the Agreement at the end of any previously agreed term, by giving at least 60 days notice to SciPost.

Any party may terminate this Agreement at any time on the material breach or repeated other breaches by the other of any obligation on its part under this Agreement, by serving a written notice on the other identifying the nature of the breach. The termination will become effective thirty (30) days after receipt of the written notice, unless during the relevant period of thirty (30) days the defaulting party remedies the breach forthwith by written notice to the other party.

Governing law and dispute resolution

This Agreement shall be governed by Dutch law and the parties irrevocably agree that any dispute arising out of or in connection with this Agreement will be subject to and within the jurisdiction of the Dutch courts.

General

This Agreement constitutes the entire agreement between the parties and supersedes all prior communications, understandings and agreements (whether written or oral) relating to its subject matter and may not be amended or modified except by agreement of both parties in writing.

The invalidity or unenforceability of any provision of this Agreement shall not affect the continuation in force of the remainder of this Agreement.

Contact

Correspondence, questions and requests for further information relating to the SciPost Supporting Partners Board can be addressed to

The SciPost Foundation
Supporting Partners Board
c/o Prof. J.-S. Caux
Institute of Physics
University of Amsterdam
Science Park 904
1098 XH Amsterdam
The Netherlands

admin@scipost.org
partners@scipost.org
tel.: +31 (0)20 525 5775

SciPost Supporting Partners Board Membership Agreement

Through the present Agreement,

Institution.....

Represented by

Contact email

Postal address

(optional) in Consortium

hereafter named the Partner, agrees to become a Supporting Partner of SciPost, including membership of the SciPost Supporting Partners Board, under the terms and conditions contained in this document.

Start date and duration

The Membership Agreement shall have the following detailed terms:

Start date

Duration

Contribution (yearly)

SciPost will invoice the Partner upon receipt of the signed Agreement (and, if applicable, yearly thereafter). The contribution is to be paid within 60 days of the invoice date.

Signatures

On behalf of the Partner,

On behalf of SciPost,

Prof. Jean-Sébastien Caux
Amsterdam

The signed copy should be scanned and emailed back to partners@scipost.org.