

TERMS AND CONDITIONS OF USE

of the Centre mersenne's services

Recital

The Centre Mersenne is a comprehensive electronic publishing infrastructure. It offers a platform for dissemination of open access scientific journals, books and proceedings, as well as a modular range of publishing services aimed at the scientific communities publishing in LATEX.

The Centre Mersenne is developed by Mathdoc, in partnership with UGA Éditions. It is supported by the INSMI (Institut National des Sciences mathématiques et de leurs interactions) of the CNRS (French National Center for Scientific Research) and Grenoble Alpes University (UGA), hereby designated as "Establishments", with funding from the Grenoble IDEX (French funds for supporting excellence in universities).

The Centre Mersenne's missions are:

- To offer a strong IT development Centre specialised in the production and dissemination of journals, books and proceedings in Full (or Diamond) open access (open access publishing model without any fee for the reader or the author).
- To offer shared services (management of the workflow, layout...) to facilitate the journals' conversion to open access.
- To develop those services to foster creation of new journals in arising scientific disciplines or using innovative technologies.

By joining the Centre Mersenne, the Publisher takes part in a process of mutualization of the means of scientific electronic publishing. For each Publication, this accession will start when the Publisher will have filled the Centre Mersenne Journals membership request form describing its project of journal, having read and accepted the present Terms and Conditions of Use as a whole, when the scientific committee of Mathdoc will have expressed a favourable opinion, and when the decision will have been validated by the steering committee of the Centre Mersenne. A contract will specify the terms of this accession.

Committed to the long-lasting and sustainable support of its members, the accession to the Centre Mersenne has an minimum initial term of three (3) years.

1- Identity

The Centre Mersenne is developed by Mathdoc in partnership with UGA Éditions.

Mathdoc is a joint service unit (UMS 5638) of the CNRS and Grenoble Alpes University. It is lead by Thierry Bouche and Evelyne Miot. The headquarters is situated in the centre of Grenoble Alpes University, 150 rue de la chimie, 38400 Saint-Martin-d'Hères (France).

2- Definitions

- **Authenticated User:** user having Login Credentials to access the Reserved Services.
- **Mersenne Database:** a data structure that organises and stores data in tables, created and processed by Mathdoc within the scope of the centre Mersenne's activity and accessible through electronic means or any other mean that has been produced, verified and displayed by Mathdoc and Establishments.
The centre Mersenne produces, for each Publisher, two types of databases: - An OJS Database, contained in the OJS software. Each OJS Database is independent and restricted to the Publisher.
- A Publication Database, contained in the Publication Website and hosted by the Mersenne Website.
- **Mersenne User:** any person using the Mersenne Website, exclusive of the Publisher.
- **DOI (Digital Object Identifier):** a unique and long-lasting identifier for an electronic document or a dataset assigned by Crossref, of which the Centre Mersenne is a member.
- **Publisher:** a natural or legal person responsible for the Publication using one or more services offered by the Centre Mersenne. For a natural person, the Chief Editor and/or any natural person legally responsible for the Publication or, when appropriate, whoever is entitled to represent the editorial structure publishing the Publication.
- **Force majeure:** unpredictable, irresistible and outside event, beyond the control of Mathdoc and/or Establishments.
- **Login Credentials:** information needed by an Authenticated User to connect to a dedicated account and use Reserved Services of the Centre Mersenne. It is composed of an identifier (login) and a password. The password is confidential.
- **Member:** Publisher that benefits, among the selected services, from the 'Online Posting' service.
- **Mersenne Website:** website of the Centre Mersenne www.centre-mersenne.org. It contains information on the Centre Mersenne and hosts the Publication Websites.
- **Metadata:** information describing a published document (title, subtitle, summary, name of the author, table of contents, bibliography, ISBN / ISSN, DOI, URL, language of publication, etc.) The Full text isn't metadata.
- **Moving wall:** the moving wall is an embargo period during which only the summary of articles is

published in open access. Beyond the Moving wall, the whole content is free. The duration of the embargo period is set within the Publisher and Mathdoc.

- **OJS Instance:** instance of the Open Journal System (OJS) Software, dedicated to the Publication. Hosted by Mathdoc, this instance consists of a private admin area for the Publisher, accessible to the Authenticated Users, and a public interface, mainly used by the authors wishing to submit an article.
The OJS software, developed by PKP, is an Open-source software. It is placed under an open source GNU General Public License.
- **Open access:** policy making the Publication and its data freely available online without any technical or financial barrier.
- **Open-source software:** a software with source code that can be used, studied, modified, duplicated and redistributed by anyone, with the aim of a distribution.
- **Partner:** Publisher that does not benefit, among the selected services, from the 'Online Posting' service.
- **Publication:** a set of documents disseminated on the Mersenne Website through the Publication website. The Publication can be a journal, a book, a proceedings series...
- **Publication Website:** website of a Publication under a personalised specific domain name (ie. journal.centre-mersenne.org). It is hosted by the Centre Mersenne platform and enables the dissemination of the Publication. It comprises a Private admin area, accessible to the Authenticated Users who can edit the content (in particular the journal description), as well as a public Publisher space on which the Publication is disseminated.
- **Reserved Service:** a service accessible to the Authenticated Users and managed by the Publisher.
- **Services:** all the free or paying services offered by the Centre Mersenne as described in Appendix 1.

3- Purpose and scope

The present general terms define:

- The conditions whereby Mathdoc shall distribute on the Mersenne Website the Publication created by the Publisher;
- The conditions whereby the Publisher shall benefit from Services offered by the Centre Mersenne.

4- Accessing the services

Access to the Services of the Centre Mersenne is restricted to the Publisher who accepted with prior agreement the present General Terms and Conditions of Use as a whole and who specified this acceptance on the Centre Mersenne Journals membership request form. And this, after receiving a favourable opinion from the Mathdoc scientific committee and validation by the Centre Mersenne steering committee.

Any free or paying Service will be the subject of a contract agreement between the Publisher and the CNRS.

The conditions whereby the Publisher shall benefit from such a Service and its terms will be described in the contract agreement.

5- Changes to the General Terms and Conditions of Use

In the event of any change hereto, Mathdoc shall submit the new Terms and Conditions of Use to the Publisher by email.

If the Publisher does not agree with the new GTCUs, it must inform Mathdoc by registered post with recorded delivery within forty-five (45) days of the new version notification by Mathdoc. At the end of this period, Mathdoc shall terminate access to the Publisher Reserved Services.

Content already published shall remain online to ensure citability and durability.

Provisions of Clause 15.2 below will apply. Where appropriate, the accession agreement shall be terminated.

6- Mathdoc's undertakings

6-1 Selection of Publications

Mathdoc undertakes to maintain the quality of the Publications published by the Centre Mersenne. The selection process relies on the recommendations of the Centre Mersenne's scientific committee's. This selection is specific to every Publication.

6-2 Editorial undertakings

Mathdoc undertakes to act in accordance with the scientific and editorial independence of Publishers, subject to the provisions of Clause 9 of the General terms and conditions (Intellectual property) and of the essential scientific requirements of Clause 6.1.

6-3 Cost for Publisher

Access to the core functions/services of the Centre Mersenne is free of charge for the Publisher. Publishers may have to pay to access additional functions/services. The paying services are the followings:

- Typesetting and prepress
- Proofreading and language editing
- Managing Editor
- Printing
- Plagiarism detection
- ...

Mathdoc undertakes to set a transparent price list, and shall use its best endeavours to minimise the costs supported by the Publisher. Cf. Clause 10 ('Paying Services') for the details.

The financial terms relating to these Services will be the object of a accession agreement between the Publisher and the CNRS.

6-4 Training

Mathdoc offers the Publisher ways of acquiring the skills needed to use the OJS instance, admin of the Publication Website, by the means it deems appropriate (in particular documentation, online support), and within the limits of its capabilities. This system constitutes a free and limited basic offer.

6-5 Ownership of the title

These Terms and Conditions of Use do not give rise to any transfer of the ownership of the Publication title to Mathdoc or Establishments.

6-6 Promotional undertakings

Mathdoc shall use its best endeavours to reference and promote the Publication by all and any means available, in particular by guaranteeing the interoperability of its platform with reference databases. Mathdoc informs of all news about the Publication the visitors and subscribers of its Platforms.

6-7 Referencing undertakings

Mathdoc may be required to grant external operators access to the texts for indexing purposes, plagiarism detection or archiving such operators being Google Scholar, MathSciNet, ZbMath, iThenticate, Crossref Similarity Check, CLOCKSS or other similar services.

Mathdoc informs the Publisher when such an access is set up.

6-8 Undertakings relating to legal obligations

Mathdoc may be required to grant external operators access to the texts, whether in open access or exclusive access, for legal purposes, as in the case of the PLATON system set up by the Bibliothèque nationale de France (the National Library of France) within the framework of French law No. 2006-961 of 1st August 2006 on copyrights and related rights in the information society, for the benefit of the disabled.

6-9 Technical undertakings

Mathdoc administrates and manages all the servers, software programs and databases implemented on its servers.

Mathdoc undertakes to use its best endeavours to avoid any fraudulent use of the content.

Mathdoc undertakes to use its best endeavours to ensure the security of its servers and network against any external physical and IT attacks.

Mathdoc shall use its best endeavours to make sure that the Mersenne Website and Publication Website are available and accessible.

To perform the Website maintenance, Mathdoc reserves the right to suspend access to the portal. Mathdoc shall inform the Publisher by any means at least 24 hours prior to any suspension for maintenance.

Mathdoc archives and hosts the OJS Instance, the Publication Website, as well as the related databases and files. It guarantees the existence of remote backup copies. Such copies shall be made every day. The data retrieval period is 5 working days.

Access to the Reserved Services will be granted by Mathdoc to the Publisher according to its editorial needs and within the limits of guaranteed Websites (Mersenne and Publication) security.

This access shall give rise to:

- the creation of a dedicated Publication Website, hosted by the Mersenne Website. This includes the creation of an account (login information) giving writing access to the administrator space of the Publication Website.
- the installation and configuration of a dedicated OJS Instance. This includes the creation of an account (login information) giving access to editorial flow management.

6-10 Transmitting files to the journal

Mathdoc undertakes to supply to the Publisher, on request and for a reasonable deadline the following elements:

- the production archive (the LaTeX system as well as LaTeX sources of the published volumes);
- for every article: PDF and metadatas in the standard format JATS;
- a dump or an archive of the OJS database;
- a documentation on formats and procedures.

6-11 Unlawful content reporting system

Any person who becomes aware of any content that is manifestly unlawful must inform Mathdoc by email or mail addressed to:

Post address: Cellule Mathdoc - CS 40700 - 38058 Grenoble Cedex 9

Email liste.mersenne@mathdoc.fr

Following a request based on Article 6-I of French Law No. 2004-575 of 21st June 2004 referred to as the Law on confidence in the digital economy, Mathdoc and Establishments shall be entitled, without being held liable therefor, to change, interrupt or delete, in a temporary or permanent manner, all or any part of any content that is manifestly unlawful, without first informing the authors of such content.

7- Publisher's undertakings

7-1 Exclusive rights

Participation in the Centre Mersenne is not subject to any exclusive right. However, a reference website, as is the Centre Mersenne, guarantees sustainability and citability of the Publication content. It is then highly recommended that the Publisher does not republish in full and somewhere else the documents published on the Mersenne Website.

In the event of publication of identical content elsewhere on the Web, the Publisher must inform Mathdoc.

7-2 Online publishing policy (journals and book series) in open access

The Publisher undertakes to publish its Publication in full and open access.

A moving wall can be considered case-by-case. The duration of the moving wall shall be set by the Publishers and Mathdoc, by mutual agreement, when the contract is signed.

7-3 Ethics and good practice rules

The Publisher undertakes to post on the Publication Website the information compiled in the Appendix 2 to comply with the OASPA criteria (<https://oaspa.org/membership/membership-criteria/>). The Publisher is encouraged to adopt good practice delivered by the COPE association (<https://publicationethics.org/core-practices/>), to adhere to relevant codes of ethics and standards (ie. EMS codes of ethics) and to declare so on the Publication Website if applicable.

7-4 Quality of the Publication

The Publisher specifies in the *Centre Mersenne Journals membership request form* the editorial policy of the Publication (in particular the selection process of the contents), which he shall respect after evaluation by the Mathdoc scientific committee.

The Publisher keeps Mathdoc regularly informed of its new releases or any significant change to the editorial policy of the Publication, so that Mathdoc can check that the new editorial policy is consistent with Mathdoc's objectives.

7-5 Notification of change

The Publisher undertakes to notify any change relating to a change of name, legal form, address, e-mail, telephone number, discontinuance of business (dissolution, receivership or winding up by decision of the court) and change of business.

If the DOI has already been declared, the Publisher shall authorise the Centre Mersenne to register new URL associated to the existing identifiers.

7-6 Credit mentions

The Publisher shall promote its editorial activity on its own online areas (Publication Website and other websites, online catalog, all communication mediums if applicable).

The Member Publisher undertakes to:

- Explicitly refer to the Publication Website, on the electronic Publication and the paper Publication (if applicable), via hypertext links and explicit mention stating the following "[Publication] member of the Centre Mersenne",
- Insert on its Publication Website and on the articles of the Publication the logo of the Centre Mersenne as well as the following mention: "[Publication] member of the Centre Mersenne".

The Partner Publisher undertakes to insert into the Publication the logo of the Centre Mersenne as well as the following mention: "[Publication] partner of the Centre Mersenne."

Please refer to the introduction for a more specific definition of the 'Member' and 'Partner' terms.

7-7 Security

The Publisher undertakes to accept, if applicable, the software solutions recommended by Mathdoc (platform, OJS, CLOCKSS, CrossRef...)

Mathdoc shall use its best endeavours to secure the Mersenne Website and the Publication Website and shall impose technical rules on the Publisher for this purpose.

Establishments further reserve the right to lodge a complaint for any unlawful alteration, destruction or use of the Publication Website pages by a non-authorised third party.

In the event of any alteration to the Publication Website pages by a non-authorised third party, Mathdoc undertakes to destroy said changed pages as soon as the Publisher has informed the Director of Mathdoc thereof. The Publisher undertakes to use the accounts granting it access to the Publication Website, to the OJS Instance and to the iThenticate anti-plagiarism solution with due care. Security rules must be strictly observed in order not to favour any intrusion to the system.

In particular, the use of trivial passwords and of an account by several people is expressly forbidden.

In general, the Publisher undertakes to take all the relevant precautions and useful measures to protect its computer system against any unlawful intrusion and/or virus contamination.

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7.8 Undertakings

All the documents published online by the Publisher are under the editorial and legal liability of its Responsible Publisher.

The Publisher guarantees Mathdoc and Establishments that the content shall comply with legislation in force and undertakes to relieve and indemnify the CNRS and UGA for any claim and court order that may be passed against it relating to any of the content published online.

7.9 Articles submission via an OJS Instance

Mersenne Users can submit an article to the Publisher through the OJS Instance.

The editorial process is under the sole responsibility of the Publisher.

Once the article has been submitted, the Publisher undertakes to keep the Mersenne User informed of the action taken regarding the submission.

The Publisher is responsible for the submitted content, according to Article 7.8 above.

8-Limitation of Mathdoc's and Establishments' liability

8-1 Access

The Publisher acknowledges being fully informed of the limits of the Internet and of electronic connections.

Mathdoc and Establishments shall not be held liable for any difficulties or temporary impossibility of accessing the Mersenne Website, the Publication Website and the OJS Instance as a result of external circumstances, in case of Force majeure, or due to disturbances on the network, the complexity of global networks and the surge in uses of the Internet at certain times.

8-3 Damages

Mathdoc and Establishments shall not be held liable in the following cases:

- contamination by virus of data and/or computer systems that the Publisher is responsible for protecting;
- fraudulent use of their means of dissemination;

— intrusion into its computer systems and theft of data that might result from it.

However, Mathdoc undertakes to use its best endeavours to prevent any illicit intrusion.

On no account shall Mathdoc and Establishments be held liable for any consequential loss or unforeseeable loss caused by these General Terms and Conditions of use.

Non-compensable consequential loss means any commercial loss and loss of image, loss of turnover or profits, third-party claims, and losses of data and files.

8-4 Content

The Publisher is solely liable for the content that it transmits to Mathdoc or posts online through the Centre Mersenne.

Mathdoc and Establishments shall not be held responsible for the contents of the Publication (texts, illustrations, videos, data, code) as well as for the contents currently posted online by the Publisher on the Publication Website and on the OJS Instance.

Mathdoc and Establishments shall not be held responsible for any inaccuracy or omission relating to the updating of the information to which Mersenne Website gives access so far as it doesn't not produce this information.

8-2 Execution of services

Mathdoc and Establishments shall not be held liable for failure to perform or delay in performing its services

when such non-performance or late performance is caused by the Publisher, or a fortuitous event, or a case of force majeure (particularly unavailability of the server due to disturbances on the network, failure of the telecommunications networks, uprising, war, state of emergency, natural disasters, etc.)

8-5 Adequacy of the services compared to the objectives of the Publisher

Mathdoc and Establishments shall not be held liable for the insufficiency of the services it provides compared to the specific objectives that the Publisher may plan or pursue.

9- Intellectual property

9-1 Choice of applicable licence to the Publication

The Publisher is responsible for choosing the license applicable to the documents published in the Publication and specifies its policy on the Publication Website.

9.2. Navigation and Metadata

Access to the Mersenne Website containing bibliographical references of the all the articles of all the participating Publication is totally free via the search and browse functions.

Metadata are available under license [CCO](#). Centre Mersenne's [OAI-PMH server](#) can be used for systematic download of Metadata in various schemas.

9-3 Mersenne Website Databases

Mersenne databases are original works, produced by Establishments and are the full and exclusive property of the Establishments.

These Terms and Conditions of Use or the accession contract don't entail any transfer of intellectual property rights of Mersenne Databases to the Publisher.

As a producer of Mersenne Databases, Establishments benefit from the protection of databases under the specific database right provided by Article L. 341-1 of the French Intellectual Property Code.

Consequently, the centre Mersenne forbids Publisher the following:

- the extraction, by permanent or temporary transfer, of the totality or of a qualitatively or quantitatively substantial part of the content of the Mersenne Databases onto another medium, by any means and in any form whatsoever,
- reuse, by making available to the public in whatever form, of qualitatively or quantitatively substantial parts of the content of the Mersenne Databases,
- extraction or repeated and systematic reuse of qualitatively or quantitatively substantial parts of the content of the Mersenne Databases when these actions do not comply with a normal use of the database.

The Publisher undertakes to:

- permanently keep intact, when appropriate, all copyright and proprietary notices appearing on the Mersenne Databases ;
- respect all trademarks, brand names, corporate logos and any other distinctive sign belonging to Establishments.

Any infringement of the producer's rights is liable to a three-year prison sentence and a 300,000 Euro fine (Article L. 343-4 et seq. of the Intellectual Property Code).

9-4 The Mersenne Website

All the content of the Mersenne Website including in particular the texts, images, videos, data, codes..., are protected by copyright and belong to Mathdoc and its tutelages (Grenoble Alpes University et CNRS), except for the content created or published online by the Publisher.

Participation in the Mersenne Website does not grant the Publisher any intellectual property right.

The Mersenne Website in its entirety is protected by French and international law on copyright and intellectual property. All reproduction and distribution rights are reserved (except for strictly private use), including for the iconographic and photographic representations.

The principle of a short quotation must be complied with, subject to a proper attribution of its origin using a link to the page cited (or, failing that, the homepage) or, in the case of a reproduction on a physical medium, by mentioning the author and the URL of the page mentioned.

Any other reproduction or representation, complete or substantial, of the content of the Mersenne Website by any means whatsoever, shall be subject to authorisation.

Any partial or total reproduction without the prior and written authorisation of the Establishments shall constitute an infringement likely to result in legal proceedings.

9-5 Copyright

9-5-1 Fair Open Access

It is understood that the Publisher can, at the choice of the author(s) concerned, publish all or part of the Publication under an open license, according to « Fair Open Access » principles.

The author of the parts of the Publication concerned remain the owner of his/her copyrights.

Any articles published in an open access mode and under this type of open license are identified on the Publication Website.

The Publisher undertakes to verify that the Publication or parts of the Publication concerned are published under an open license, allowing open access publication by Mathdoc, via the Centre Mersenne.

At all events, the Publisher guarantees to hold Mathdoc and Establishments harmless against all and any infringement action and/or action for recovery by third parties, according to Clause 9.5.2 hereafter.

9.5.2 Transfer of copyrights owned by the Publisher (if applicable)

Except in case of Clause 9.5.1 above, where the Publisher does not own any copyright, the Publisher hereby

assigns, on a non-exclusive and gratuitous basis for the whole world, the copyright comprising, in particular:

- the reproduction right including processes for the physical fixation of publications particularly by printing process, photocopy, and mechanical, optical or magnetic recording allowing the publications to be disclosed to the public indirectly on a digital or electronic medium and particularly via communication networks especially Websites, intranet, PDF, and web services (OAI-PMH, other APIs, distributing XML, MARC, etc. formats).
- the performance right concerning all direct disclosure to the public, the right to distribute the publications via the Publication Website as part of the Mersenne Website, by digital or electronic process particularly by digital networks, by rebroadcast by cable, on digital and electronic media and in all formats (XML, HTML, PDF) by detachable files.

This assignment is made for the entire duration of copyright protection both under French law and international conventions.

The assignment includes the right for Mathdoc to license or sub-license the above rights thus assigned.

9-6 Publisher Warranties

The Publisher is required to comply with legislation on intellectual property.

The Publisher represents and warrants Mathdoc and Establishments that it has obtained from the authors, in accordance with the Intellectual Property legislation, all the rights and authorisations needed for Mathdoc to publish the Publisher's content on the Mersenne Website.

At all events, the Publisher indemnifies and holds Mathdoc and Establishments harmless against all and any infringement action and/or action for recovery by third parties in respect of the Publications. In this event, the Publisher undertakes to relieve and indemnify Mathdoc and Establishments for any court order that may be passed against it in any judicial proceedings and shall cover all legal fees, including lawyer's fees.

The Publisher undertakes to inform Mathdoc in writing of any claim and dispute of rights concerning the online publication of any one of the Publications so that Mathdoc can withdraw the content without delay.

The Publisher shall be solely liable in the event of any publication not authorised by an author.

In the event of a dispute regarding a Publication, the Publisher acknowledge Mathdoc's right to withdraw the content.

These warranties are valid for the duration of the transfer of copyright, mentioned in the former Clause

9.5.2.

9-6 Computer Code relating to services

The result of the services delivered by Mathdoc (graphical creation of layouts and LaTeX layout code creation, databases creation, OJS graphical and Instance code creation, graphical and Publication Website code creation, etc.) fully belong to Mathdoc and Establishments. The code, regardless of the technologies used (XML, HTML, CSS) remain available under an open license.

The initial graphic elements supplied by the Publisher remain the property of Mathdoc and its beneficiaries.

9.7. Data Protection

Mathdoc undertakes not to use or pass on to a third party the Publisher data contained in the Mersenne Databases.

10- Content

By joining the Centre Mersenne, the Publisher undertakes not to publish online any contents violating the French law. In particular, the Publisher undertakes not to publish online any contents including, but not limited to, the following content:

- a message and/or images of a fascist, xenophobic, racist or sectarian nature;
- offensive and/or slanderous remarks;
- remarks and/or images of an insulting or humiliating nature or invading anyone's privacy;
- remarks and/or images of a paedophilic nature;
- remarks and/or images and/or videos of a pornographic nature;
- remarks and/or images liable to be detrimental to public order, or to cause injury to human beings or dignity, gender equality, and the protection of minors;
- remarks and/or images encouraging, containing or inciting discrimination, insult, hatred or violence against a person or a group of people particularly due to their origin or their belonging or not to a given ethnic group, nation, race or religion, their handicap, sexual orientation or any other difference;
- remarks and/or images seeking to justify, deny or question war crimes and/or crimes against humanity (denial);
- remarks and/or images encouraging crimes and offences or the trade and consumption of illegal substances, prostitution, terrorism, sexual assault, theft, suicide, violence, intentional damage and deterioration dangerous for life, violation of the authority of Justice;
- elements infringing intellectual property rights (trademark, copyright, designs and models, patents);

— remarks and/or images infringing the right of publicity (invasion of privacy, disclosure of an image without the person's consent, disclosure of private and/or personal data, etc.).

Mathdoc reserves the right to withdraw any contents that violate these terms.

11- Third Services

DOI

During the online publishing process, Mathdoc assigns a DOI to all the published documents. This DOI is then registered with CrossRef (of which Mathdoc is a member). This process requires to transfer the metadatas of each article to CrossRef.

CLOCKSS

Mathdoc uses the non-profit solution CLOCKSS (the Controlled-Lots of Copy Keep Stuff Safe) to archive the publications of the Centre Mersenne. This archiving solution is based on a geographically disparate preservation model.

If a Publication archived by CLOCKSS is declared "orphan" by the CLOCKSS Committee (for eg. disappearance of the dissemination platform), the CLOCKSS solution will make this content freely available, under a Creative Commons licence, on the CLOCKSS portal.

iThenticate

Plagiarism detection offered by Mathdoc is supplied by CrossRef Similarity Check and operated by the Plagiarism Detection Software iThenticate. If the Publisher has selected this service, it will receive dedicated login credentials to login independently.

The Publisher is solely responsible for the security of its account, login and password and the way they are used.

By using iThenticate, the Publisher undertakes to respect the iThenticate terms of use available on the address below <http://www.ithenticate.com/privacy-Centre#terms>) as well as to read its privacy policy (available on the address below <http://www.ithenticate.com/privacy-Centre#policy>).

12- Retention of identification data

Under the Decree No. 2011-219 of 25 February 2011, Mathdoc, in its capacity as host, is required to retain the identification data of any person posting content online.

Mathdoc may be required to disclose this identification data as a result of a court decision or a justified request from the police forces.

Mathdoc shall not be held liable in this respect.

13- Protection of personal data

In accordance with the French Data Protection and Freedom of Information Law « Loi informatique et liberté » (n° 78-17 du 6 janvier 1978, modified), personal data hosted by the Centre Mersenne related to the staff of the CNRS, Université Grenoble-Alpes and Mathdoc's partners have been declared to the CNIL.

The Publisher, as well as any private individual has a right to access, rectify and delete any of their personal information.

This right can be exercised by sending an email to the Centre Mersenne : contact-mersenne@listes.mathdoc.fr.

14- Duration

The present contract shall be concluded for an indeterminate length with a minimum period of three (3) years (listed below as the Initial Duration).

After this three (3) year Initial Duration, Clause 15.1.1 below will apply.

15- Termination – End of Accession

15-1 Termination

15-1-1 Termination by either contracting party

At the end of the three (3) year initial period, each party may terminate the GTCU on the electronic Publication and the paper Publication (if applicable) at any time by sending a registered post with recorded delivery giving a three months' prior notice. At the end of this period, the GTCU shall be terminated ipso jure without the need to have it acknowledged or pronounced by a decision of a court.

15.1.2 Termination as of right

The present contract will be fully terminated, including during the Initial Duration:

- in case of a change of the nature of the Publication, notified by the Publisher to the Centre Mersenne by registered post with recorded delivery; a change of the nature of the Publication becomes effective as soon as the presentation of the Publication as it is specified in the *Centre Mersenne Journals membership request form* no longer corresponds to the evolutions of the Publication regarding scientific policies, thematic or target audience.
- in the case referred to in Clause 16 below, if the Publisher refuses to continue the publication of its content on the Mersenne Website or the Publication Website;
- in case the Publisher refuses the modifications of the present General Terms and Conditions of Use, decided by the CNRS and the Centre Mersenne;

- in case the Publisher ceased operations or terminated the publication of the content on the Mersenne Website,
- in case the Centre Mersenne ceased operations.

15.1.3 Termination for failure to comply with the obligations provided by these Terms

Mathdoc reserves the right to terminate the present contract, including during the initial period, in the case of the Publisher's failure to one or several obligations provided by these Terms.

This termination shall become effective only three (3) months following the sending by Mathdoc of a registered post with recorded delivery explaining the grounds of complaint, unless the Publisher has fulfilled its obligations or brought the proof that its failure to perform was caused by an impediment due to a Force majeure case, as specified in article 1218 of the French Civil Code.

The exercise of such right of termination does not exempt the Publisher from complying with its obligations provided by these Terms until the termination date of this contract.

15-2 Consequences of the termination - End of accession

Termination of the present General Terms and Conditions of Use, regardless of the reason, shall lead to stop access to the Centre Mersenne's Reserved Services and suspend the Publisher's possibility of adding content to the Publication Website.

Mathdoc undertakes to maintain the Publication Website and not to destroy it., regardless of the reasons for termination of the present contract, unless this termination is due to a discontinuance of business of the Centre Mersenne.

Notwithstanding the termination of the present General Terms and Conditions of Use, Clause 9 "Intellectual property" shall remain in force for its own duration.

15.2.1 In the event of termination:

- by either party in accordance to Clause 15.1.1 mentioned above;
- due to a change in the type of Publication as mentioned in Clause 15.1.2 mentioned above;
- due, in accordance to Clause 16 below, to the new Publisher's refusal to continue the Publication on the Mersenne Website or on the Publication Website;
- due to the Publisher's refusal of the changes to the GTCU decided by the CNRS and the Centre Mersenne, with the consent of the Publisher, and according to the rights transferred in Clause 9.4 above,

Mathdoc shall maintain the Publication Website as well as maintain the distribution of articles published before the termination date and to continue to make them accessible to Internet users.

15.2.2 In case of termination due to a discontinuance of business or failure to comply with its obligations by the Publisher, and according to the rights transferred in Clause 9.4 above, Mathdoc undertakes to maintain the Publication Website as well as maintain the distribution of articles published before the termination date, and to continue to make them accessible to Internet users, and to clearly indicate this cessation.

This measure enables to maintain the citability of the online scientific documents and sustain over time the investments the Government makes in the Centre Mersenne for open scientific publishing.

16- Change of Publisher

In the case of a change of Publisher, the new Publisher shall write to Mathdoc confirming its acceptance hereof and, if applicable, of the electronic publishing policy determined at the time of accession for the Publication. In the event that the Publisher wishes to modify the electronic publishing policy, the Publisher shall make a new accession request.

If the Publisher does not wish to continue the Publication on Centre Mersenne, these General Terms and Conditions of Use will be terminated and Clause 15.2.1 will automatically apply.

17- Transfer of the Centre Mersenne's activity - discontinuance of business

The present General Terms and Conditions of Use shall still be applied to the Publisher including in the event of transfer of the Centre Mersenne's activity to another legal entity without the Publisher being able to object; the legal entity shall be assigned the rights of Mathdoc/ Grenoble Alpes University/ the CNRS.

If the event that the Centre Mersenne's business stopped, undertakings given by the CNRS and Mathdoc will terminate. If applicable, the accession contract will also terminate.

18- Omissions - Titles

Failure of the Publisher, Mathdoc and/or Establishments, to enforce any of the provisions of the present contract, shall in no way be considered to be a waiver of such provisions.

Titles are only included for convenience. In the event of any divergence between the title and content of a clause, the content of the clause shall prevail, by express agreement.

19- Tolerances

The parties have formally agreed that any tolerance or waiver by one of the parties of the application of all or part of the undertakings provided for herein, irrespective of the frequency or duration thereof, shall not

entail any modification of this contract or create any right whatsoever.

20- Invalidity of a Clause of these General Terms and Conditions of use

The nullity, illegality or inapplicability of one or more of the provisions of these General Terms and Conditions of use shall not affect the validity, legality or applicability of all other provisions.

21- Applicable Law and Dispute

21.1 Applicable Law and language of the contract

The present contract is subject to all applicable French laws and regulations.

If it is translated into one or more other languages, the French version shall be the only authoritative text in the event of a dispute.

21.1 Dispute

In the event of any difficulty arising out of or in connection with the interpretation or performance of this contract, the Publisher and Establishments shall endeavour to settle their dispute out of court.

In the event that the Publisher and Establishments fail to settle their dispute out of court, any difficulty that may arise between the parties out of or in connection with the negotiation, construction, performance, non-performance or termination of this contract shall be submitted to the French court having jurisdiction.

This clause shall apply even in the event of summary proceedings, multiple defendants or introduction of third parties.

ON

IN

The Publisher

First name / Surname / Title

Signature preceded by the statement “valid for agreement”

APPENDIX 1

SERVICES OFFERS BY THE CENTRE MERSENNE

1- Journal Management Assistance (OJS)

The Centre Mersenne shall install, configure, hosts and maintain the Journal Management Software ([OJS](#)), developed by [Public Knowledge Project](#).

The Centre Mersenne shall create a user account for the Publisher with login and password. Once the OJS Instance is delivered to the Publisher, the latter can edit and manage its login information on its OJS admin space.

Services	Centre Mersenne's undertakings
OJS Installation	The Centre Mersenne shall install an instance of the OJS software for the Publisher. The Centre Mersenne can install, upon the Publisher's request, a test OJS Instance.
OJS Configuration	The Centre Mersenne shall configure the OJS Journal Management Software according to the editorial policy of the Publication.
OJS Hosting	The Centre Mersenne shall host the OJS Instance for each Publication, allowing an independent management of its editorial system and of its datas by the editorial team.
OJS Training	An initial training will be delivered for easier handling of the software by the editorial team.
OJS Maintenance	Maintenance is provided by the Centre Mersenne for a three-month period, from the installation date.

2- Online posting and dissemination

The Centre Mersenne shall take care of the online posting of articles on the Mersenne Website and of the dissemination of articles through the platform. This platform is interoperable and makes the metadata of the content available through an OAI-PMH repository.

This service is also comprised of the following services: creation of a personalised Publication website, DOI attribution and registration via CrossRef, crosslinking and archiving.

This service constitutes the use of a specific LaTeX class.

Online Posting	<p>The Centre Mersenne shall publish the content of the Publication online through the Publication Website, hosted by the Mersenne Website, according to the publishing rhythm of the Publisher.</p> <p>The Publication shall be published in open access.</p>
Website creation	<p>The Centre Mersenne shall take care of the creation of a personalised website for the Publication, according to its visual identity: the Publication Website.</p> <p>The website shall be hosted on the Mersenne platform with an url following the example : journalname.centre-mersenne.org.</p> <p>The Centre Mersenne creates a user account for the Publisher with login and password. Once the Publication Website is delivered to the Publisher, it will be able to edit its login credentials and manage independently its website.</p>
DOI Attribution	<p>The Centre Mersenne, as a Crossref member (via Mathdoc), attributes DOIs to each published document.</p>
Crosslinking	<p>For each reference of article published by or cited in one of the Centre mersenne's articles, matches will be automatically searched in appropriate databases for identifiers.</p>
Archiving	<p>The Centre Mersenne guarantees a long-term preservation of its content via the CLOCKSS solution.</p>
Interoperability	<p>Mersenne platform is interoperable with relevant infrastructures such as Eudml, ABES, BASE, and other databases indexing scientific publications...)</p> <p>All content can be uploaded via OAI-PMH in oai_dc and XML JATS.</p>

3- LaTeX Layout

Maquette LaTeX	<p>The Centre Mersenne shall create a LaTeX template for the Publication, depending on its visual identity and using a specific Mersenne class.</p> <p>All documents are produced with the necessary elements for electronic and printed formats (in particular PDF, XML/MathML).</p>
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4- Typesetting

LaTeX Composition and XML structuration. Typesetting with Cedram class.

Typesetting and prepress	<p>The following services are offered:</p> <ul style="list-style-type: none"> - Prepress, - Metadata checking and structured encoding, , - bibliography checking and structured encoding, - graphical objects checking and editing, - mathematical formulae checking and editing, - LaTeX typesetting according to the Publication layout.
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5- Proofreading

Proofreading	Language Correction.
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6- Plagiarism Detection

Plagiarism Detection	As a CrossRef member, the Centre Mersenne provides access to Crossref Similarity Check 's tool, iThenticate to help the Publication to detect plagiarism in the articles that are submitted to its platform.
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6- Managing Editor

Managing Editor	The Centre Mersenne can help the Publication's editorial team manage the editorial flow using the Open Journal System software (OJS).
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7- Printing

Printing	<p>Print on demand, printing per volume...</p> <p>The Centre Mersenne offers different solutions :</p> <ul style="list-style-type: none"> • printing per volume to address the archiving needs of academic libraries, • print on demand of open access content.
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8- Other upcoming services

- Statistics on consultation of the Publication (free)
- Digitisation

ANNEXE 2

COPE'S MENTIONS RECOMMENDED FOR PUBLICATION WEBSITES

Periodicity	Journal shall clearly state how frequently papers are published.
Contact information	Full contact information should be visible on the website, including a business address and email for at least one named individual.
Instructions to authors	<p>Clear and detailed Instructions for Authors are present and linked to from the homepage.</p> <p>Author guidelines must include details of the open access and copyright policies for this publication. It must be clear who holds copyright and which specific license is used, with a link to the terms of that license.</p>
Instructions to authors (Mersenne)	<p>Indication to authors that they must use the Cedram class must be clearly stated.</p> <p>Example of text: «A LateX class (cedram-ahl.cls) and a configuration file for BibTeX (cdraifplain.bst) are available so that the authors should prepare their article using this publication format (ahl-type.tex). Examples of BibTeX entries are available on MathSciNet. The Cedram class must be used if article is accepted. »</p>
Peer-Review	Your process and policies related to peer review must be clearly stated on the journal and/or publisher website. Owners of companies should not be involved in editorial decision making.
Editorial committee	You must display affiliations (department, institution, country) for all editors and editorial board members.
Publication fees	Any fees for publishing must be clearly displayed in a place that is easy to find. If there are no charges to authors this should also be made clear. Any other additional major sources of support, for example from institutions, funding agencies or commercial organisations, should also be indicated.
Creative Commons Licenses	For journals you must have at least one fully open access journal which is CC BY , however use of the CC BY-NC license is currently also permitted (see OASPA licensing FAQs). Any pricing differences related to different licenses or copyright must be transparent and clearly displayed. OASPA may ask for information on the reasoning for your chosen license policy if restrictions apply.

	Copyright licence (including reuse and redistribution policy) must be clearly indicated and visible on your website and all documents published online. License policy must give the widest freedom in terms of reuse of materials: CC BY (or CC BY-NC).
Marketing & advertising	Journals must state their advertising policy if relevant, including what types of adverts will be considered, who makes decisions regarding accepting adverts and whether they are linked to content or reader behaviour (online only) or are displayed at random.
Transparence - Management mode	Information about the ownership and/or management of a journal or publisher must be clearly indicated on the journal or publisher website. Full contact information should be visible on the website, including a business address and email for at least one named individual.
Transparence - Business model	Business model and funding sources (ex. Authors fees, subscription, advertising, re-print, institutional fundings...) must be clearly displayed on the website of the Publication.
Conflicts of interest	Journal or book publishers must have clear editorial policies which cover publication ethics and include handling potential conflicts of interest of editors, authors and reviewers. This policy must be clearly stated.
DOI/COPE	Demonstration of the following would also be desirable: Availability of DOIs for published content, COPE membership, Abstracting & Indexing services if applicable.