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This Publishing Agreement (the “**Publishing Agreement**”) for the journal titled

**The Journal of Headache and Pain**

is made between

Springer-Verlag Italia Srl  
Via Decembrio 28, 20137 Milan, Italy

(the “**Publisher**”)

on the one hand and

European Headache Federation (EHF)  
c/o Conventus GmbH, Carl-Pulfrich-Str. 1, 07745 Jena, Germany

represented by:  
Christian Lampl, President

Uwe Reuter, Treasurer

(the “**Organisation**”)  
on the other hand.

For good and valuable consideration, the parties agree as follows:

## 1. Definitions

1.1 In this Publishing Agreement unless the context otherwise requires, the following words and expressions will have the following meanings:

<b>APC</b>	means the Journal's Article Processing Charge.
<b>Commencement Date</b>	means 01 January 2022.
<b>Journal</b>	means a professional journal titled The Journal of Headache and Pain including all material published in, or in relation to, such professional journal and all or any part of this professional journal such as articles, abstracts, indexes, text, illustrations, images, bibliographic and other data, supplements, special editions and any further content contained therein.

<b>LTP</b>	means the Publisher's standard Licence To Publish agreement for articles accepted for publication in the Journal.
<b>Parties</b>	means the Publisher and the Organisation (each a " <b>Party</b> ").
<b>Term</b>	has the meaning ascribed to it in the Clause " <b>Term</b> ".

## **2. Publication**

As owner of the Journal, the Publisher will publish and distribute the Journal under the imprint BioMed Central in accordance with its practices and procedures as determined by the Publisher from time to time.

## **3. Designation of the Journal**

At all times during the Term the Journal will be designated by the Organisation as the official journal of the Organisation. The Journal's website will refer to the Organisation affiliation, and the Publisher will appropriately acknowledge the Journal as the official journal of the Organisation in major promotional activities of the Journal.

## **4. Intellectual Property Rights**

- 4.1 The Parties acknowledge that all intellectual property rights in the Journal, including the title of the Journal and all associated goodwill are, and will remain, the sole and exclusive property of the Publisher except as expressly otherwise provided in this Publishing Agreement.
- 4.2 For clarity, nothing in this Publishing Agreement is to be construed to transfer to the Organisation, or give the Organisation a claim of ownership over, any intellectual property rights in anything provided or created by or on behalf of the Publisher and used in, or in connection with, the Journal (including the layout, domain name and software).

## **5. Rights Granted to the Publisher**

- 5.1 If and to the extent that the Organisation provides the Publisher with content to be published in the journal, e.g. Organisation news, commentary and other material ("Organisation Material"), the Organisation grants to the Publisher a non-exclusive, perpetual, worldwide, irrevocable, assignable and sub-licensable right to publish, produce, copy, distribute, communicate, display publicly, commercialise, and/or otherwise make the Organisation Material and/or any part thereof available in any language, in any and all forms, and/or media of expression, whether now known or developed in the future, including in connection with any and all end-user devices, and using any publishing and distribution models, in each case with the right to grant further time-limited or permanent rights.

The above grant includes the following rights in respect of the Organisation Material:

- a) the right to edit, alter, adapt, adjust and prepare derivative works (e.g. databases,

compilations, anthologies, abridged versions, offprints, reprints, etc.);

- b) all advertising, promotional and marketing rights including in relation to social media;
- c) rights for any training, educational and/or instructional purposes (including massive open online courses);
- d) the right to add and/or remove links or combinations with other media/works; and
- e) the right to store and archive the Organisation Material.

The Publisher may exercise any of the above rights either directly or indirectly via third parties.

The Organisation hereby grants to the Publisher the right to create, use and/or license and/or sub-license content data and/or metadata of any kind in relation to the Organisation Material or parts thereof without restriction.

- 5.2 Subject to the terms and conditions of this Publishing Agreement, the Organisation hereby grants to the Publisher for the Term a non-exclusive licence to use the name of the Organisation and any registered or unregistered rights in signs, trademarks, trade names, designs, layout or logotypes associated with the Organisation in connection with the exercise of its rights as the Publisher of the Journal.

## **6. Responsibilities of the Organisation**

- 6.1 At the Publisher's request, the Organisation will provide the Publisher with approximately 10 square metres of complimentary exhibit space at the Organisation's annual scientific meeting, for display of Journal material and other Publisher publications of potential interest to Organisation members. Booth equipment for the display of Journal material (and for other Publisher products) such as furniture, carpets, electricity and Internet connection will be provided by the Organisation at no additional cost to the Publisher.

The Organisation shall nominate a Guest Editor to edit an EHF thematic series for the Journal. The Guest Editor will be responsible for inviting submissions, managing the peer review and recommending final decision on manuscripts submitted to the series. The Editor-in-Chief will be responsible for making the final decisions regarding rejection or acceptance of those manuscripts.

The Publisher and the Guest Editor will enter into a separate agreement setting forth the role and responsibilities of the Guest Editor.

## **7. Responsibilities of the Publisher**

- 7.1 As between the Parties, the Publisher will be responsible for and will have the sole right to determine in its sole discretion:
- a) all matters relating to production and distribution of the Journal;
  - b) the design and layout for the Journal in all media, including cover design (the "**Journal**

**Design")**.

- c) copy-editing and production of the Journal in all formats in line with the Publisher's in-house copy-editing style manual, which may be changed from time to time; and
- d) the planning, implementation and management of the promotion, marketing and advertising of the Journal to appropriate worldwide markets, subject to discussion with the Organisation from time to time.

7.2 The Publisher will provide to the Organisation on request an annual report regarding the Journal's development.

7.3 As a service to authors, peer reviewers and editors, the Publisher may in its sole discretion provide support for the transfer of scientifically valid manuscripts that are rejected from one journal to other journals in the Springer Nature group portfolio more appropriate for the manuscript ("**Transfer Service**").

7.4 The Publisher reserves the right to amend or replace its online platforms, brands, imprints, systems, workflows and rights forms as it deems appropriate in its sole discretion, as long as this does not prevent the Publisher from fulfilling its obligations under this Publishing Agreement.

7.5 Notwithstanding the foregoing, or any other provision of this Publishing Agreement, the Publisher reserves the right to:

- a) refuse to publish all or any part of the Journal;
- b) edit, annotate, suspend, withdraw, correct or retract all or any part of the Journal; or
- c) take any other remedial action in relation to all or any part of the Journal;

in each case where the Publisher has grounds to believe that failing to do so could result in liability for or damage to the Publisher or otherwise having an adverse impact upon the Journal. In such circumstances, the Publisher will consult with the Organisation and the Editor-in-Chief over the action taken.

## **8. Open Access Fee**

8.1 The Parties acknowledge that the Service Center will charge an APC for each article accepted for publication in the Journal.

The APC will either be borne by the respective corresponding author or covered by funding, sponsorship, membership or other APC payment arrangements ("**Arrangements**"). The Publisher will have the right to grant discounts for such Arrangements.

The Organisation will not charge any additional fee to any author of an editorially accepted article in connection with the online publication of the article.

8.2 Authors who do not have sufficient funds to pay the APC may request a discretionary full or partial waiver, with eligibility for such waivers being dependent on the ability for authors to

demonstrate a genuine lack of funds. Responsibility for administering requests for APC waivers will rest with the Publisher.

- 8.3 Every calendar year the Publisher will waive the APCs for up to five commissioned contributions (this includes editorials, review articles or original research articles) or other solicited articles that are published in the thematic series organized by the Organisation. The Publisher and the Editor(s)-in-Chief shall strive to align such waivers with and overall development plan for the Journal.

## 9. Data Protection

- 9.1 The Parties are independent data controllers and each of them warrants that it will comply with all applicable data protection laws (each as amended or replaced from time to time) including the General Data Protection Regulation (EU) 2016/679 together with any national laws implementing the same ("**Data Protection Laws**").

With regard to the processing and control of personal data the Parties agree to abide by the provisions set out in the **Appendix "Data Protection"**.

## 10. Content Platform(s)

- 10.1 The Journal will be published via the Service Center's Publisher's content platform(s) or any other electronic format or means of electronic distribution provided by or through the Publisher.
- 10.2 Additional electronic supplementary material may be published on the Publisher's content platform(s) if technically and financially feasible and if such material is related and linked to articles published in the Journal. Such supplementary material may include illustrations, datasets, video, and other scientific material related to the aims and scopes of the Journal.

## 11. Supplements

The Journal may publish abstract and full-paper supplements (the "**Supplements**"), subject to approval by the Journal's Editor-in-Chief. The Service Center retains the sole right to establish and levy publication charges for such Supplements and to invoice for such charges.

Waivers or individual discounts to APCs will not be available for abstracts. In addition, articles accepted for publication in such Supplements, and charges for Supplements or individual articles in Supplements may not be covered through an Arrangement.

- 11.1 Notwithstanding the foregoing, Supplements originating from meetings affiliated with the Organisation (the "**Meeting-Supplements**") are entitled to a discount of 20% off the Service Center's standard charges applicable to Supplements.

## 12. Advertising

- 12.1 The Publisher and its media representatives (including external agencies) have the sole right to:
- (i) solicit advertising to appear in the Journal or on the content platform(s) hosting the Journal;
  - (ii) establish rates for such advertisements; and
  - (iii) invoice for such advertisements.

12.2 If a prospective advertiser approaches the Organisation, it will refer such prospective advertiser to the Publisher.

### **13. Payments to the Organisation**

13.1 The Publisher has the right, at all times during the Term and thereafter, to set off any liability of or unpaid amounts owed by the Organisation to the Publisher or to an affiliate against any sums owed by the Publisher to the Organisation under this Publishing Agreement.

13.2 The Publisher will be entitled to retain any payments due to the Organisation in the event that, and for so long as, the Organisation has not provided the following necessary data in order to enable the Publisher to execute the payment: (i) The Organisation's entrepreneurial status including but not limited to Value Added Tax Identification Number ("**VAT ID**"), if applicable, or the Organisation's confirmation that they do not hold a VAT ID; (ii) the Organisation's bank details; and (iii) the Organisation's billing address. Where the Publisher is entitled to retain such payments as per the above, the Publisher will have no liability for non-payment (including interest on those amounts) to the Organisation.]

### **14. Term**

14.1 This Publishing Agreement will become effective upon the Commencement Date and will remain in full force until 31 December 2026 ("**Term**"), subject always to earlier termination in accordance with the Clause "**Termination**".

### **15. Termination**

15.1 Without prejudice to any other right or remedy available to it, either Party ("**Notifying Party**") may immediately terminate this Publishing Agreement by written notice if at any time:

- a) a supervisor, receiver, administrator, administrative receiver or other encumbrancer is appointed for the notified Party ("**Notified Party**") or takes possession over a substantial part of its property or assets;
- b) the Notified Party becomes or threatens to become insolvent or is unable to pay its debts as they become due or makes any arrangement or compromise with or for the benefit of its creditors;
- c) the Notified Party seeks relief, or if proceedings are commenced against the Notified Party or on its behalf, under any bankruptcy, insolvency or debtor's relief law, and those proceedings have not been vacated or set aside within 60 days from the date of their commencement;
- d) the Notified Party is liquidated or dissolved, ceases or threatens to cease to carry on its business or operations, or is otherwise unable to perform fully under this Publishing Agreement; or
- e) the Notified Party suffers or permits any analogous event to the foregoing in relation to it under the laws of the country in which it is incorporated or established.

- 15.2 Without prejudice to any other right or remedy available to it, the Notifying Party may immediately terminate this Publishing Agreement by written notice if at any time the Notified Party:
- a) commits a material breach of its obligations under this Publishing Agreement which, if such breach is remediable, the Notified Party fails to remedy within 30 days of written notice from the Notifying Party requiring it to do so;
  - b) repeatedly commits breaches of its obligations under this Publishing Agreement such that the Notifying Party cannot reasonably be expected to continue the contractual relationship until the end of the Term; or
  - c) as described in the Clause "**Force Majeure**".

15.3 Without prejudice to any other right or remedy available to it, the Publisher may immediately terminate this Publishing Agreement by written notice to the Organisation if at any time:

- a) the Organisation is in material breach of any applicable anti-bribery and/or corruption laws or any other law, the Publisher's Business Partner Code of Conduct, or is otherwise in material breach of accepted ethical standards in research and scholarship, or becomes the subject of any sanction issued in any applicable jurisdiction, or by its involvement with the Journal have caused or would be likely to cause an adverse impact on the reputation of the Journal and/or the Publisher (including through accusations of their unlawful or inappropriate behaviour);
- b) the Organisation materially or repeatedly fails to cooperate in good faith and in a timely manner with the Publisher in relation to any reasonable queries, concerns, disputes, claims or legal action that might arise from or in connection with the publication of the Journal or fails to give the Publisher access at reasonable times to any relevant accounts, documents and records within the possession or control of the Organisation.

## **16. Representations and Warranties**

16.1 Each Party represents and warrants that:

- a) it has the right and authority to enter into and perform its obligations under this Publishing Agreement and neither execution nor performance of this Publishing Agreement will cause it to be in breach of any other agreement to which it is a party or of any laws or regulations; and
- b) the person(s) executing this Publishing Agreement on its behalf has/have the demonstrable right and authority to do so and once so executed, this Publishing Agreement will constitute the legal, valid and binding obligation of such Party.

16.2 In addition, the Organisation represents and warrants that:

- a) no material provided by the Organisation for publication in the Journal, including any promotional or advertising material and any pages offered to the Organisation for

announcements and other information will infringe any copyright, database right, trade secret, moral right, trademark or patent or obligation of confidentiality or violate any other intellectual property or other right of any person or entity or contain any matter that may cause religious or racial hatred or encourage terrorism or unlawful acts, or be defamatory (or contain malicious falsehoods), invade any right of privacy or publicity or infringe data protection law, or be otherwise actionable, including under any action related to any injury resulting from the use of any practice or formula disclosed in the Journal;

- b) no person acting on behalf of the Organisation has directly or indirectly: (i) paid, provided, offered or authorised any payment, gift, inducement or other benefit to any person including any governmental or regulatory entity or official in any territory for the purpose of improperly obtaining, retaining or directing business or to secure or obtain any improper business advantage; nor (ii) received, accepted or authorised any such benefit from any such person for any such purpose;
- c) no person acting on behalf of the Organisation will directly or indirectly commit any of the prohibited actions set out in subclause (b) above at any time during the Term (and during the term of any renewal agreement).

16.3 At all times the Organisation will comply in full with:

- a) all applicable anti-bribery and corruption laws and regulations;
- b) all applicable modern anti-slavery and labour laws;
- c) all applicable data protection (as defined below in the Clause "Data Protection") and electronic privacy and marketing laws and regulations;
- d) the Publisher's Business Partner Code of Conduct as amended from time to time and currently available online at [www.springernature.com/businesspartnercodeofconduct-EN](http://www.springernature.com/businesspartnercodeofconduct-EN) (in case of a material amendment the Publisher will inform the Organisation accordingly and, without written objection within 30 days, the amended version will be considered as accepted; in each case the Publisher will inform the Organisation that its silence will constitute a consent); and
- e) all other laws and regulations applicable to the business of professional journals.

Notwithstanding any other provision of this Publishing Agreement, any breach by the Organisation of this Clause may be regarded by the Publisher as incapable of remedy and permitting the Publisher, without prejudice to its other rights and remedies, to terminate this Publishing Agreement with immediate effect by written notice.

## 17. Indemnification

- 17.1 The Organisation will indemnify and hold harmless the Publisher, any affiliated companies of the Publisher and the Publisher's sub-contractors from and against any loss, damage, cost, expense (including reasonable, actual and documented legal fees), recovery, judgment, award or claim of any kind arising from any breach or alleged breach of any of the Organisation's representations

or warranties under this Publishing Agreement.

17.2 The Service Center will indemnify and hold harmless the Organisation from and against any loss, damage, cost, expense (including reasonable, actual and documented legal fees), recovery, judgment, award or claim of any kind arising from any breach or alleged breach of any of the representations or warranties under this Publishing Agreement.

17.3 Each Party's indemnification obligation is subject to the following conditions: (i) the Party seeking indemnification (the "**Indemnified Party**") will promptly inform the indemnifying Party (the "**Indemnifying Party**") in writing of any matter of which it becomes aware which may give rise to the Indemnifying Party's indemnification obligation, and the Parties will cooperate in good faith to seek to mitigate the impact of such matter; (ii) the Indemnified Party will not make any admission of liability, or enter into any agreement or compromise in relation to the matter without the prior written consent of the Indemnifying Party (such consent not to be unreasonably withheld, conditioned or delayed); (iii) unless agreed otherwise with the Indemnified Party, the Indemnifying Party will have the conduct of any defence of the matter with counsel of its own selection; (iv) the Indemnified Party will reasonably cooperate with the Indemnifying Party in such defence (and may join in such defence with counsel of its own selection, at its own expense); and (v) after consultation with the Indemnified Party and due consideration of any objections such Party may have, the Indemnifying Party may settle any such matter in its sole discretion.

## **18. Limitation of Liability**

18.1 Nothing in this Publishing Agreement limits or excludes any liability for:

- a) death or personal injury caused by negligence; or
- b) fraud or fraudulent misrepresentation; or
- c) any other liability which cannot be limited or excluded by applicable law or regulation.

Each Party's liability arising under or in connection with Clauses "Representations and Warranties" and "Indemnification" will not be limited.

18.2 Neither Party shall be liable to the other for any of the following types of loss or damage even if, in each case, it is advised of the possibility of such loss or damage: special, indirect or consequential loss; pure economic loss, costs, damages or charges; loss of profits; loss of revenue; loss of contracts; loss of anticipated savings; loss of business; loss of use; loss of goodwill; and loss or damage arising from loss, damage or corruption of any data.

18.3 Subject to subclause 1 of this Limitation of Liability Clause, the Publisher's total liability to the Organisation, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Publishing Agreement will be limited to the greater of EUR 12,000 or 125% of the amount paid or payable under this Publishing Agreement in the 12 months preceding any such liability claim.

## **19. Confidentiality**

19.1 With respect to either Party, "**Confidential Information**" will mean confidential or proprietary information maintained by that Party as confidential. Tangible forms of Confidential Information must be clearly marked as "confidential" or "proprietary" at the time of disclosure. Any information that is disclosed orally or visually must be designated as "confidential" or "proprietary" at the time of disclosure or with written confirmation within 30 days following disclosure.

For the avoidance of doubt, the terms of this Publishing Agreement are deemed Confidential Information.

- 19.2 Neither Party ("**Recipient**") will disclose or use any Confidential Information of the disclosing Party ("**Disclosing Party**") other than in connection with the exercise of its rights and fulfilment of its obligations under this Publishing Agreement, and for its own internal administrative purposes, unless:
- a) the Recipient received the Confidential Information from sources lawfully permitted to disclose it, free from any confidentiality restrictions;
  - b) the Confidential Information has been made available to the public by a person or entity not bound by a confidentiality restriction and other than through the recipient;
  - c) the Confidential Information was known to the Recipient prior to disclosure by the Disclosing Party to this Publishing Agreement, its representatives or agents;
  - d) the Confidential Information was independently developed by the Recipient without reference to, or reliance on, disclosure by the Disclosing Party to this Publishing Agreement, its representatives or agents of the Confidential Information; or
  - e) the recipient is required to make such a disclosure by applicable law or at the direction of a court or governmental agency, but only to the extent that it is legally obliged to do so, and after the Disclosing Party has been given a reasonable opportunity to obtain a protective order or similar relief, where legally permissible.

## **20. Force Majeure**

20.1 Neither Party will be liable for its delay or failure to perform to the extent caused by circumstances beyond its reasonable control, including fire, flood, strike, terrorism, pandemic, civil, governmental or military authority, or acts of God. Without prejudice to any other right or remedy available to it, either Party may immediately terminate this Publishing Agreement by written notice if at any time the Notified Party is delayed in performing or fails to perform its obligations under this Publishing Agreement by circumstances as described in this Clause for a period of at least 45 days.

## **21. Relationship of Parties**

21.1 At all times in connection with this Publishing Agreement, the Parties will be independent contractors and nothing in this Publishing Agreement will create a relationship of agency or partnership or a joint venture. Accordingly, neither Party will be authorised to bind the other

save as expressly permitted by the terms of this Publishing Agreement.

## **22. Notices**

- 22.1 All notices must be provided in writing in the English language and delivered by post, courier or personal delivery addressed to the physical address of the Notified Party as set out at the beginning of this Agreement or any replacement address notified to the Notifying Party for this purpose. All such notices will become effective upon receipt by the Notified Party. Notwithstanding the foregoing, notices sent by post or left at the address by courier or personal delivery, without evidence of receipt, will be deemed to have been received five working days after the notice was sent by post or delivered, as the case may be. A copy of any notice of breach, termination notice or other notice requesting remediable action to the Publisher will be sent to the Publisher's Legal Department located at The Campus, 4 Crinan Street, London N1 9XW, United Kingdom.

Without limiting the foregoing, notification by e-mail will not be deemed effective service in any legal action, including arbitrations.

## **23. Taxation**

- 23.1 All amounts mentioned in this Publishing Agreement are exclusive of any value added or similar taxes ("**VAT**"), government fees or levies or other assessments (together referred to as "**Taxes**"). Reporting, collection and/or remittance of such Taxes to the relevant tax authority will be the responsibility of the Party who has the legal obligation to do so.

If VAT is chargeable/due, the payer will pay to the payee (in addition to and at the same time as paying the principal amounts) an amount equal to the amount of such VAT. Appropriate invoices as required by law will be issued.

- 23.2 If there is a legal requirement for the Publisher to withhold any Taxes ("**Withholding Taxes**"), the Withholding Taxes will be deducted by the Publisher from the payments to the Organisation. Withholding Taxes, if any, will be borne by the Organisation. The Publisher will arrange for timely remittance of the Withholding Taxes in the minimum amount required by law and report related information to the competent tax authorities. The Publisher will provide the Organisation with appropriate proof of the remittance upon request by the Organisation. In case a reduction/exemption of Taxes can be claimed (e.g. on the basis of a tax treaty), the Organisation will provide the Publisher with sufficient proof to enable the Publisher to take into consideration the reduction or exemption. Where necessary, the Publisher will cooperate with the Organisation to arrange for such a reduction/exemption.

## **24. Governing Law and Jurisdiction**

- 24.1 If any dispute arises between the Parties concerning the meaning of this Publishing Agreement or the rights and liabilities of the Parties, the Parties will engage in good faith discussions to attempt to seek a mutually satisfactory resolution of the dispute.

This Publishing Agreement will be governed by, and will be construed in accordance with, the laws of Switzerland.

The courts of Zug, Switzerland will have the exclusive jurisdiction.

## 25. General Provisions

- 25.1 In this Publishing Agreement, any words following the terms "include", "including", "in particular", "for example", "e.g." or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 25.2 No failure or delay by a Party to exercise any right or remedy provided under or in connection with this Publishing Agreement, nor any partial exercise of such right or remedy, will constitute a waiver of that or any other right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy.
- 25.3 This Publishing Agreement will be binding upon and inure to the benefit of the successors and assigns of the Publisher and the Service Center. No Party will assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Publishing Agreement without prior written consent. Notwithstanding the foregoing, the Publisher and the Service Center may assign or transfer any or all of the rights and obligations under this Publishing Agreement to (i) an affiliate or (ii) any party acquiring substantially all the assets of the Publisher or of the part of the Publisher's business which publishes the Journal, without the prior written consent of the Organisation.
- 25.4 This Publishing Agreement may not be modified or amended except by written agreement of the Parties. If one or more provisions of this Publishing Agreement are held to be unenforceable under applicable law, each such provision will be excluded from this Publishing Agreement and the balance of the agreement will be interpreted as if that provision were so excluded. This Publishing Agreement constitutes the entire agreement and understanding between the Parties in respect of its subject matter and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, undertakings or understandings between them (whether written or oral) made before the Commencement Date relating to its subject matter.
- 25.5 Each Party agrees that it will have no remedies in respect of any statement, representation, assurance, undertaking or warranty (whether made innocently or negligently) that is not expressly set out in this Publishing Agreement.
- 25.6 This Publishing Agreement does not confer any rights on any third party (other than the successors and/or permitted assigns of the Parties, where applicable).
- 25.7 The Parties agree that electronic signature using an industry accepted electronic signature service such as DocuSign will constitute valid and binding signature for all purposes under this Agreement.
- 25.8 The Clauses "**Indemnification**", "**Limitation of Liability**", "**Confidentiality**", "**Force Majeure**", "**Governing Law and Jurisdiction**", and "**General Provisions**" will survive the expiration or prior termination of this Publishing Agreement.

The Parties have signed this Publishing Agreement to indicate their agreement to the terms set forth herein.

**SIGNED by**  
**European Headache Federation (EHF)**

DocuSigned by:  
  
.....A78FF7C590FB496.....  
*Signature*

**Christian Lampl**  
**President**

Signing Date:

DocuSigned by:  
  
.....35385305DEDF4A2.....  
*Signature*

**Uwe Reuter**  
**Treasurer**

Signing Date:

**SIGNED by**  
**Springer-Verlag Italia Srl**

DocuSigned by:  
  
.....CBCBF8A4288746F.....  
*Signature*

**Concetta Guarino**  
**Representative with power of attorney**

Signing Date:

DocuSigned by:  
  
.....426633160CEE4A5.....  
*Signature*

**Alessandro Gallo**  
**General Manager with power of attorney**

Signing Date:

*For internal use:*

Journal Number: 10194

GPU: 72 - Medicine and Life Sciences

PD: 226

PS: 2659

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## Appendix 1: Data Protection

### Definitions:

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.

### Data Protection Legislation:

The General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications).

The publishing of the Journal and peer reviewed research requires the disclosure of personal data (including without limitation editorial data, subscriber data, and eTOC data) from one party to another in order to fulfil the fair, legitimate and lawful aim(s) of the relationship ("Purpose"). The Parties enter into this Publishing Agreement on the basis that each Party is a Controller in relation to the Personal Data and that the Parties are not "Joint Controllers".

Both parties will comply with all applicable requirements of the Data Protection Legislation. The provisions of this appendix are in addition to, and do not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

Each of the Organisation and the Publisher will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the other and/or lawful collection of the Personal Data for the duration and purposes of this Publishing Agreement. Where the Purposes include direct marketing, each Party will maintain an accessible means for the data subject to request to opt out of the processing and will ensure that no further processing occurs.

Each of the Organisation and the Publisher shall, in relation to any Personal Data processed in connection with the Purpose:

(a) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(b) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

(c) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled: (i) appropriate safeguards in relation to the transfer are in place; (ii) the data subject has enforceable rights and effective legal remedies; (iii) an adequate level of protection for any Personal Data that is transferred;

(d) co-operate and assist the other party in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(e) notify the other party without undue delay on becoming aware of a Personal Data Breach;

(f) ensure that the personal data is the minimum necessary and is adequate, relevant and not excessive in relation to the objectives pursued by this Publishing Agreement; and

(g) maintain complete and accurate records and information to demonstrate its compliance with these provisions.