

NATIONAL FRAMEWORK AGREEMENT

dated 1 January 2026

between

Frontiers Media SA, Avenue du Tribunal Fédéral 34, 1005 Lausanne, Switzerland (**Frontiers**)

and

the respective Participating Organizations (as defined below), duly represented via a power of attorney and as updated from time to time by the Consortium of Swiss Academic Libraries, c/o SLSP AG, Kasernenstrasse 77 A/B, CH-8004 Zürich, Switzerland (**CSAL**).

(Frontiers and the Participating Organizations, jointly the **Parties** and, individually, a **Party**)

Preamble

- A. Frontiers is an award-winning open science platform and leading open access scholarly publisher. Its journals are hosted at frontiersin.org.
- B. Consistent with the Swiss Open Access Strategy, CSAL cooperates with Swiss scientific and academic institutions to improve dissemination of scientific research and facilitate access for Swiss researchers to scientific publishing.
- C. The Parties intend to establish a framework agreement allowing eligible Swiss institutions to benefit from favorable financial terms and conditions and to remove financial and administrative obstacles for authors affiliated with these institutions (the **Agreement**).

1. Definitions

Capitalised terms shall have the following meanings in this Agreement:

Affiliated Author: a person who, at the time of acceptance of an article, is affiliated with the Participating Organization as a student, or as research or teaching staff (as verified by use of an email address associated with the Institution's domain, a persistent institutional identifier such as the Research Organization Registry (ROR) or Open Researcher and Contributor ID (ORCID), by direct confirmation by the Participating Organization, or otherwise).

APC: the article processing charge, i.e. the list price charged by Frontiers that covers the open access publication of an article.

Corresponding Author: the author who takes primary responsibility for communication with the journal and editorial office during the submission process, throughout peer review, and during publication, and who is responsible for ensuring that the submission adheres to all journal requirements, including, but not exclusive to, details of authorship, study ethics and ethics approval, clinical trial registration documents, and conflict of interest declarations.

Discounted APC: an APC subject to a 10% discount as further specified in Section 5.3.

Effective Date: 1 January 2026.

Eligible Article: an article accepted by Frontiers for publication in an Eligible Journal where the Corresponding Author is an Affiliated Author.

Eligible Author: an Affiliated Author acting as Corresponding Author.

Eligible Journal: For Metered Option Participants: all Frontiers Owned Journals and Hosted Journals; and for Flat Fee Option Participants: all Frontiers Journals.

Flat Fee: the fee to be paid by each Flat Fee Option Participants to Frontiers at the beginning of contract year in relation to the publication of articles by Eligible Authors accepted by Frontiers during the term of this Agreement.

Flat Fee Option Participant: each organization listed in **Schedule 1**.

Framework: the financial and operational framework established by this Agreement.

Frontiers Owned Journals: all journals owned and published by Frontiers, during the term of this Agreement, as listed on Frontiers' website and as updated or modified from time to time. Frontiers owned journals are listed at <https://www.frontiersin.org/journals>.

SNSF Funding-Acknowledged Article: an article authored by an Eligible Author, that explicitly acknowledges, in its funding statement, financial support from the Swiss National Science Foundation.

Hosted Journals: any journal owned by a third-party, which are published by Frontiers during the term of this Agreement, as listed in Schedule 4, and as updated or modified from time to time

Institutional Dashboard: the platform hosted by Frontiers, where the Participating Organization can approve funding, monitor engagement and download reports.

Metered Option Participant: each organization listed in **Schedule 2**.

Participating Organization: a Metered Option Participant or a Flat Fee Option Participant that has been confirmed by CSAL as an eligible participating organization under the terms of this Agreement.

Pre-payment: a pre-payment to be made by a Metered Option Participant to Frontiers, against which APCs for Eligible Articles are deducted in accordance with this Agreement.

2. General characteristics of the Framework

The framework offers two main options to settle the costs applicable to the publication of Eligible Articles namely: a flat fee option and a metered option, the terms of which are specified in **Schedule 1** and **Schedule 2** respectively.

Under the metered option, Participating Organizations may choose between different payment methods, including pre-payment, direct invoicing or monthly invoicing, as further specified in **Schedule 2**.

3. Eligibility for Participation

As of the date hereof, all organizations listed in **Schedule 3** as being represented by CSAL are Participating Organizations. Participation by any CSAL member that wishes to become a Participating Organization in the future is at the discretion of Frontiers. Participation will

not be refused if such organization is an academic, non-profit, state-funded research organization, or a government agency.

4. Terms applicable to the Flat Fee Option Participants

During the term and subject to the conditions of this Agreement, publication fees for articles by Eligible Authors, other than SNSF Funding-Acknowledged Articles, that are accepted for publication in Eligible Journals applicable to Flat Fee Option Participants will be solely covered by the payment of the Flat Fee by the Flat Fee Option Participants, and Frontiers will not invoice them or the respective Flat Fee Option Participant for any APC.

For the avoidance of doubt, the Flat Fee does not cover publication in Hosted Journals. However, Eligible Authors affiliated with Flat Fee Option Participants may publish in such Hosted Journals, subject to the payment of applicable APCs through a central invoicing method selected by the relevant Participating Organization in accordance with this Agreement.

Further details of the Flat Fee Option are set forth in **Schedule 1**.

5. Terms applicable to the Metered Option Participants

5.1. Eligible Article Verification. Metered Option Participants shall verify (via the eligibility verification procedure) each Eligible Article for which they decide to cover the publication fees by the payment of Discounted APCs. In such cases, the payment of such Discounted APCs shall cover all publication fees applicable to the verified Eligible Articles, and Frontiers will not invoice the relevant Eligible Authors for any Discounted APC in relation thereto. Upon submission of an article by either:

- a) an Eligible Author;
- b) or any author designating a Participating Organization as the payer of the APC during submission

Frontiers will request the relevant Participating Organization to confirm whether the author's affiliation is correct and whether the article qualifies as an Eligible Article. The requested Participating Organization should approve or decline the eligibility within 21 days as of the request and in any case before acceptance of such article. If the Participating Organization does not approve the eligibility of the article within 21 days, such Participating Organization will have no payment obligation for that article.

5.2. Funding Acknowledgement. In all articles for which APCs are paid centrally by a Participating Organization under this Agreement, Frontiers will use all reasonable endeavors to include a funding acknowledgment in line with ESAC recommendations, as follows: Open Access Funding by [Name of the Participating Organization].

- 5.3. Discount.** Each Metered Option Participant is granted a 10% discount on APCs which will be applied to all Eligible Articles automatically. The discount is applied to the gross list price APC, regardless of any other applicable discounts, waivers or any other support schemes (if available). If a Participating Organization does not confirm the eligibility of an article prior to acceptance, Frontiers will invoice the full APC to the relevant author without the discount.

Further terms applied to Metered Option Participants are set forth in **Schedule 2**.

6. Payment Terms

- 6.1. Payment.** Frontiers invoices shall be issued as per **Schedule 4** and shall be payable within 30 days following receipt of the invoice, for both Flat Fee amounts and Discounted APCs.
- 6.2. VAT.** Any amounts due under this Agreement do not include any applicable VAT, which shall be charged in addition.
- 6.3. Withholding tax.** All payments to Frontiers shall be made in full, free of any deductions or withholdings. If withholding is required by law, the Participating Organization shall gross up the payment so that Frontiers receives the full amount it would have received absent such withholding. The Participant Organization shall pay the withheld amount to the relevant authority and provide proof of payment upon request.

7. Institutional Dashboard and Reporting

- 7.1. Dashboard.** The automated verification for Flat Fee Participants and semi-automated verification for Metered Option Participants takes place through an online portal named the Institutional Dashboard. Frontiers will provide reporting information to each Participating Organization through the Institutional Dashboard. Frontiers will grant each Participating Organization access to the Institutional Dashboard as soon as it has been notified of a central point of contact by the respective Participating Organization. Each Participating Organization will take appropriate measures to protect against misuse or unauthorized access to the Institutional Dashboard, through the Participating Organization's credentials, including by refraining from divulging any passwords or credentials to any third party. Access to the Institutional Dashboard will remain available to each Participating Organization for the entire term of this Agreement and for 30 calendar days thereafter.
- 7.2. Reporting.** The Institutional Dashboard will include the following information about articles by Eligible Authors accepted for publication:
- a) article title,
 - b) DOI,
 - c) journal title,
 - d) APC (incl. applied discounts, final amount invoiced),
 - e) Corresponding Author names and email addresses, co-author names,
 - f) research funding information (research funder and grant ID),
 - g) date of eligibility verification by the Participating Organization (if any),
 - h) the article submission, acceptance, and publication date, and
 - i) article type.

8. Editorial processes and publication practices

- 8.1. Editorial independence.** While a Participating Organization has financial obligations toward Frontiers, it is not in any way involved with the editorial process. All submitted articles are subject to Frontiers' independent editorial processes, as well as any terms and conditions, policies, and publication ethics guidelines as may be applicable from time to time by Frontiers.

The publication of any article shall remain subject to the authors' confirmation, on behalf of the copyright owners, that they accept publishing under a CC-BY license (Creative Commons License Attribution 4.0 International, or any more recent version updated as and when updated by the Creative Commons organization).

Nothing in this Agreement shall oblige Frontiers to publish any article. Each Participating Organization acknowledges that the selection of material to be published on Frontiers' platform remains entirely at the discretion of Frontiers. Each Participating Organization waives any claim should Frontiers decline to publish any material submitted by an Eligible Author.

- 8.2. Journal management.** Eligible Journals are autonomously managed by Frontiers, which reserves the right to discontinue any Eligible Journal at any time and its sole discretion. In case Frontiers launches any new journals during the term of this Agreement, these journals shall be automatically added to the list of Eligible Journals, unless otherwise indicated by either Party.

Hosted Journals may at any time cease participation in this Agreement or transfer to another publisher. In such cases, Frontiers shall have no obligation to publish any article submitted to such Hosted Journal unless the article has already been accepted for publication prior to such cessation or transfer.

- 8.3. Copyright, licensing and repositories.** Frontiers applies the following practices in the matter of copyright, licensing and repositories:

- a) Authors (or their organizations) retain the copyright of their articles.
- b) Authors and the Participating Organizations may archive, under the CC-BY license, any version of the publication and without any delay in any other repository or website.
- c) Frontiers publishes all content on its website under the CC-BY license. For articles published prior to July 2012, Frontiers published under the Creative Commons non-commercial (CC-NC) license.
- d) Frontiers permits the Participating Organizations to release metadata of published Frontiers articles using a Creative Commons License CC0.
- e) Frontiers publishes all content with a DOI creating a durable link to the content.

- f) Frontiers ensures that article metadata is submitted immediately upon publication to CrossRef, including license information: the license URL element (<license_ref>) pointing to the applicable Creative Commons license URL and the <applies_to> attribute with the value <vor> (Version of record). See: <https://www.crossref.org/education/content-registration/administrative-metadata/license-information> (information current as of January 2022).
- g) Frontiers automatically submits its content to various third-party repositories. To some repositories all peer-reviewed content is submitted; for example, the full-text of all articles is submitted to CLOCKSS for long term archiving and preservation. Abstracts and metadata of Frontiers journals are deposited in the DOAJ.
- h) Depending on the journal, where relevant, content is also submitted to (or is indexed by) other repositories, such as PubMed Central, Europe PubMed Central, Google Scholar (all journals, crawled by Google), CAS, OpenAIRE, Web of Science, Scopus, Embase, Ei Compendex, Semantic Scholar, PsychINFO, Ulrich's Periodicals Directory.
- i) The repositories in which Frontiers content is deposited are dynamic, and no repository gives any guarantee that it will maintain its relationship with any publisher, but Frontiers strives to ensure that all its journals, including new journals, are referenced in all major repositories, and in particular the DOAJ (Plan S' journal checker tool uses the DOAJ as well).

8.4. No limitation. Nothing in this Agreement shall be construed as impairing or restricting the above.

9. Limitation of Liability

9.1. Disclaimer. Except for the express warranties and indemnities stated herein, and to the extent permitted by applicable law, all services described under this Agreement, as well as all articles published or made available through or on the Frontiers platform, or any other data, documentation or materials provided in connection with this Agreement, are provided "as is", and Frontiers expressly disclaims all warranties of any kind, including but not limited to any errors, inaccuracies, omissions contained therein, and any implied or express warranty as to merchantability or fitness for a particular purpose.

9.2. Limitation. To the maximum extent permitted by applicable law, no Party shall be liable for any special, exemplary, indirect, incidental, consequential or punitive damages, or any loss resulting from the access to, or use of or inability to access or use the services described under this Agreement except for damages that cannot be contractually excluded or reduced under applicable law. In no event shall the aggregate liability of either Party in relation to a Participating Organization exceed:

- a) in the case of a Flat Fee Option Participant, the Flat Fee paid by such Flat Fee Option Participant to Frontiers during the then-current Contract Year, or

- b) in the case of a Metered Option Participant, the APCs paid by such Participating Organization to Frontiers during the relevant twelve-month period.

10. Term and Termination

- 10.1. Term.** This Agreement enters into on the Effective Date and shall expire on 31 December 2026 unless earlier terminated by a Party in writing in accordance with this Section 10 in writing.
- 10.2. Renewal.** At least 3 months before the end of the term of this Agreement, the Parties will initiate discussions in good faith in view of potential renewal of this Agreement.
- 10.3. Termination for breach.** Either Party may terminate this Agreement for a material breach by the other Party by serving a notice identifying the nature of the breach and providing a cure period of 30 days, if the breach is capable of remedy. Termination will become effective immediately upon expiry of the cure period, unless the breaching Party remedies the breach within this period.
- 10.4. Termination for bankruptcy.** Either Party may terminate this Agreement if the other Party is unable to pay its debts as they become due, or ceases or threatens to cease to carry on business, enters into a bankruptcy, administration, receivership or liquidation proceeding, or if an event analogous to any of the foregoing occurs in any jurisdiction.
- 10.5. Effect of termination on obligations.** Termination will not affect liabilities for APCs relating to Eligible Articles qualified as Eligible Article prior to the termination date.

11. Miscellaneous

- 11.1. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous agreements, negotiations, and communications of the Parties, whether oral or written.
- 11.2. Amendment.** This Agreement may be modified only by a written instrument duly executed by the Parties.
- 11.3. Severability.** Invalidity or unenforceability of any provision of this Agreement will not affect the validity and enforceability of the remainder of the Agreement.
- 11.4. Assignment.** Frontiers may, on written notice to Participating Organization, transfer or assign its rights and obligations under this Agreement to any of its affiliates. Participating Organization may not transfer or assign its rights and obligations under this Agreement to any third party without the prior written consent of Frontiers.
- 11.5. Force Majeure.** Either Party's delay or failure to perform any provision of this Agreement as a result of circumstances beyond its control (including but not limited to war, strikes, floods, governmental restrictions, power or telecommunication failures, or damage to destruction of any network facilities or servers) shall not be deemed as, or give rise to, a breach of this Agreement.

11.6. Notices. All notices made under this Agreement shall be in writing, in English, and shall be mailed by certified mail to the addresses provided in **Schedule 5**. Any Party shall notify the other Party of address changes in writing.

11.7. Data Protection. Frontiers will process personal data in connection with this Agreement in compliance with data protection laws, Frontiers' privacy policy available on Frontiers' website, as updated from time to time and in accordance with the Frontiers' Data Protection Addendum at **Schedule 6**.

11.8. Execution. This Agreement and any amendment may be executed in counterparts, and electronic signatures including DocuSign, or other electronic means, are effective to the same extent as handwritten signatures.

12. Governing Law and Dispute Resolution

Prior to legal action, the Parties in dispute shall first in good faith attempt to resolve any issues or disputes by way of negotiation, including by escalating hierarchically to ensure that the matter is considered at the highest levels of responsibility. If the Parties in dispute cannot, by exercise of their good faith efforts, resolve the dispute, they shall submit the dispute to informal mediation, as further described below in this paragraph.

The Parties in dispute shall continue to perform their respective obligations under this Agreement that are not affected by the dispute. The Party invoking mediation shall give to the other Party in dispute written notice of its decision to seek informal mediation, and the notice must include a description of the issues subject to the dispute and a proposed resolution thereof.

Designated representatives of both Parties shall attempt to resolve the dispute within 2 weeks after such notice. If those designated representatives cannot resolve the dispute, the Parties in dispute shall meet at a mutually agreeable location and describe the dispute and their respective proposals for resolution to their responsible executives, who shall act in good faith to resolve the dispute.

Any dispute arising out of, or in relation to, this Agreement that cannot be resolved through informal mediation, shall be subject to the exclusive jurisdiction of the courts of Lausanne, Switzerland, with a right of appeal to the Swiss Supreme Court.

Schedules:

Schedule 1: Flat Fee Option and Flat Fee Option Participants

Schedule 2: Metered Option and Metered Option Participants

Schedule 3: List of Participating Organizations and Details

Schedule 4: List of Hosted Journals

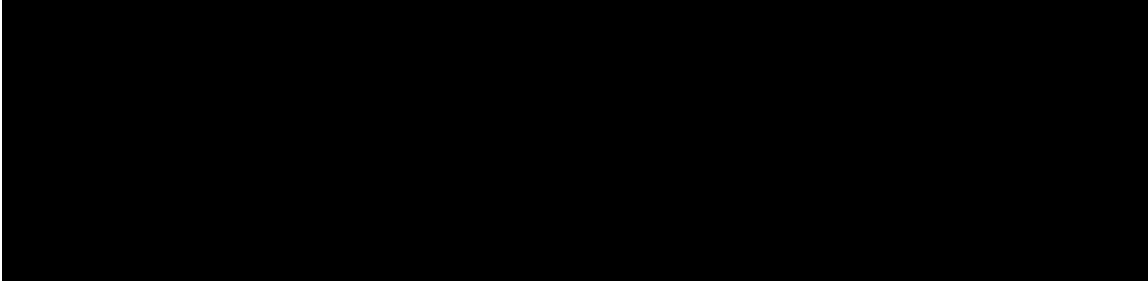
Schedule 6: Invoicing

Schedule 6: Key Contacts

Schedule 7: Data Protection Addendum

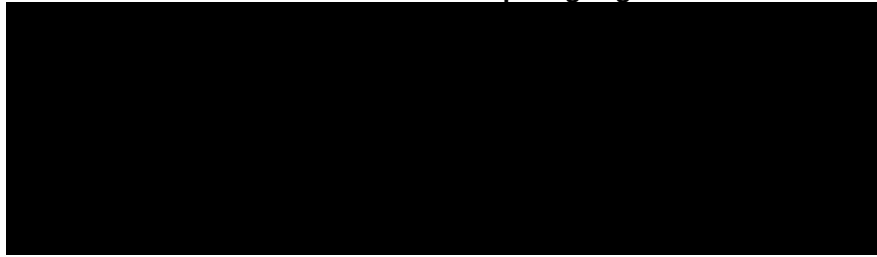
[signatures on the following page]

Frontiers Media SA



Consortium of Swiss Academic Libraries

for itself and on behalf of the Participating Organizations



Schedule 1 - Flat Fee Option and Flat Fee Option Participants

The following terms are applicable to the Flat Fee Option Participants.

List of Flat Fee Option Participants and Flat Fee. The Flat Fee Option Participants and the Flat Fee payable by each Flat Fee Option Participant for the contract year are as follows:

Flat Fee Option Participant	Flat Fee (excl. VAT)
Hochschule Luzern HSLU	
Zürcher Hochschule für Angewandte Wissenschaften (ZHAW)	
Geschäftsstelle PH Konsortium including the following institutions: • University of Teacher Education BEJUNE • University of Teacher Education of Valais • University of Teacher Education in Special Needs • University of Teacher Education of the Grisons • University of Teacher Education NMS Bern • St. Gallen University of Teacher Education • University of Teacher Education of Schaffhausen • Thurgau University of Teacher Education • Swiss Federal Institute for Vocational Education and Training (SFUVET)	

Calculated APC Equivalent:

At the end of the contract year, Frontiers will determine a **Calculated APC Equivalent** by multiplying the number of articles by the respective Eligible Authors accepted for publication during such contract year (the **Publication Volume**) by the average price for applicable APCs in the current year (the **Reference Price**), it being agreed that:

- the Publication Volume will not include any articles that do not ordinarily attract APC payments (so-called type “D” articles); and
- the Reference Price is specific to the Flat Fee Option Participant, determined by taking the average of gross APCs (i.e. not including any discounts or special payment arrangements) applicable to articles (other than so-called type “D” articles) by the respective Eligible Authors in the current year.

Underusage:

If the Calculated APC Equivalent is found to be lower than the Flat Fee, Frontiers will provide fund protection in favor of the relevant Flat Fee Option Participant as follows:

- if the Agreement continues the following year the difference will be credited against any Flat Fee payable for such following year; or

- if the Agreement expires or is terminated and therefore does not continue the following year: the difference will be held on account by Frontiers under its central invoicing model, as a pre-payment to be applied towards any APCs for articles submitted by Eligible Authors and which are accepted within a 5-year period (with the option for each Flat Fee Option Participant to confirm or decline payment).

Schedule 2 – Metered Option and Metered Option Participants

The following terms are applicable to the Metered Option Participants.

List of Metered Option Participants and Selected Payment Methods. The Metered Option Participants and the payment methods selected by them are as follows:

Metered Option Participant	Payment Method	Pre-payment
Università della Svizzera Italiana		
Lib4RI including the following institutions:		
• Swiss Federal Institute of Aquatic Science and Technology • Swiss Federal Laboratories for Materials Science and Technology • Paul Scherrer Institute • Swiss Federal Institute for Forest, Snow and Landscape Research		
Fachhochschule Nordwestschweiz FHNW		
Université de Neuchâtel		
EPF Lausanne		
ETH Zürich		

Payment methods. Metered Option Participants may choose direct invoicing, monthly invoicing or pre-payment as payment methods.

Invoicing. Under the metered option, APCs for Eligible Articles are handled in accordance with the selected payment method. Where the prepayment method is selected, APCs are deducted from an advance payment made by the Participating Organization upon acceptance of each article. Where direct invoicing or monthly invoicing is selected, Frontiers shall invoice the Participating Organization on a per-article basis upon acceptance for publication or on a monthly basis for all Eligible Articles accepted for publication in the relevant month, respectively.

Schedule 3 – List of Participating Organizations and Details

Participating Organisation	Email domain name(s)	Central point of contact
University of Neuchatel		
Università della Svizzera italiana		
EPF Lausanne		
ETH Zurich		
Lib4RI – Library for the Research Institutes within the ETH Domain (see four institutions below)		
Swiss Federal Institute of Aquatic Science and Technology		
Swiss Federal Laboratories for Materials Science and Technology		
Paul Scherrer Institute		
Swiss Federal Institute for Forest, Snow and Landscape Research		
Lucerne University of Applied Sciences and Arts		
Zurich University of Applied Sciences		
Fachhochschule Nordwestschweiz FHNW		
Geschäftsstelle PH Konsortium		

Schedule 4 – List of Hosted Journals

ISSN	Journal	URL
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1661-8564	International Journal of Public Health	https://www.ssph-journal.org/journals/international-journal-of-public-health
2107-6952	Public Health Reviews	https://www.ssph-journal.org/journals/public-health-reviews
1532-2807	Pathology and Oncology Research	https://www.por-journal.com/journals/pathology-and-oncology-research
2253-6574	Spanish Journal of Soil Science	https://www.frontierspartnerships.org/journals/spanish-journal-of-soil-science
2674-0001	Advances in Drug and Alcohol Research	https://www.frontierspartnerships.org/journals/advances-in-drug-and-alcohol-research
2813-2106	Dystonia	https://www.frontierspartnerships.org/journals/dystonia
2813-2092	Journal of Abdominal Wall Surgery	https://www.frontierspartnerships.org/journals/journal-of-abdominal-wall-surgery
1432-2277	Transplant International	https://www.frontierspartnerships.org/journals/transplant-international
2474-0896	British Journal of Biomedical Science	https://www.frontierspartnerships.org/journals/british-journal-of-biomedical-science
2663-5771	European Journal of Cultural Management and Policy	https://www.frontierspartnerships.org/journals/european-journal-of-cultural-management-and-policy
1482-1826	Journal of Pharmacy & Pharmaceutical Sciences	https://www.frontierspartnerships.org/journals/journal-of-pharmacy-pharmaceutical-sciences
1336-2305	Acta Virologica	https://www.frontierspartnerships.org/journals/acta-virologica
1734-154X	Acta Biochimica Polonica	https://www.frontierspartnerships.org/journals/acta-biochimica-polonica
2574-4593	Journal of Cutaneous Immunology and Allergy	https://www.frontierspartnerships.org/journals/journal-of-cutaneous-immunology-and-allergy
1535-3699	Experimental Biology and Medicine	https://www.ebm-journal.org/journals/experimental-biology-and-medicine
2041-7136	Pastoralism: Research, Policy and Practice	https://www.frontierspartnerships.org/journals/pastoralism-research-policy-and-practice

Schedule 5 - Invoicing

Any amounts due under the Agreement including the Flat Fee amount and Pre-payment amounts will be invoiced to:

SLSP AG (Swiss Library Service Platform)

Konsortium der Schweizer Hochschulbibliotheken

Kasernenstrasse 77 A/B

CH-8004 Zürich

The Participating Organizations will be invoiced by CSAL who will pay Frontiers on their behalf.

The liability for the payment stays with each Participating Organization and each Participating Organization is only liable for payment of its own Flat Fee or Pre-Payment (as the case may be).

Schedule 6 – Key Contacts

General:

The following individuals shall serve as the primary contacts for all general communications related to the Agreement excluding formal notices to be provided under the Agreement.

Frontiers:	CSAL:

For legal notices:

Formal notices under the Agreement shall be provided to the following persons:

Frontiers:	Institution:

Schedule 7 – Data Protection Addendum

The following provisions shall apply with regards to the processing of personal data in connection with this Agreement:

1. **Definitions: the following definition shall apply in this Addendum**

Data Protection Laws: all data protection and privacy laws, regulations and mandatory guidance that may be applicable to the parties, including, in particular (i) the Swiss Federal Act on Data Protection of 25 September 2020, in force as of 1 September 2023 and its ordinances (“FADP”); (ii) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC and its amendments (“GDPR”); and any related national laws or regulations.

Non-adequate Countries: any country or territory which does not benefit from an adequacy decision issued by the competent authorities (i.e. for Frontiers Entities located in the European Union, an adequacy decision issued by the European Commission; for Frontiers Entities located in Switzerland an adequacy decision issued by the Swiss Federal Data Protection and Information Commissioner);

SCCs: the Standard Contractual Sections approved by the European Commission in Commission Decision 2021/914, dated 4 June 2021, for transfers of personal data in countries not otherwise recognized as offering an adequate level of protection for personal data by the European Commission (as amended and updated from time to time), including any additional provisions that may be required pursuant to binding guidance provided by competent Data Protection Authority.

2. **Independent controllers:** When processing personal data in connection with this Agreement, each party will act as an independent Data Controller (as such term is defined in Data Protection Laws) and will be responsible to ensure that its processing of personal data in connection with this Agreement complies with Data Protection Laws. In this context,

3. **Mutual data protection terms:** Where the performance of this Agreement requires that the parties process personal data, for instance by sharing personal data between them, each party shall

- a) ensure that it has a lawful basis for processing personal data, having informed all relevant data subjects about this sharing of personal data with the other party as required by data protection laws;
- b) ensure that personal data is processed only to the extent necessary for the performance of this Agreement;
- c) implement appropriate technical and organizational measures to ensure the security of the personal data;
- d) take any measures necessary to ensure that personal data is adequately protected in case of transfer to a recipient located outside the European Union/EEA, the United Kingdom or Switzerland;
- e) ensure that any third-party service providers engaged in connection with the performance of this Agreement are subject to appropriate data protection obligations;

- f) notify the other party without undue delay in the event of a personal data breach, and
 - g) cooperate with the other party in responding to any requests from data subjects exercising their rights under the data protection laws.
4. **Obligation on termination of the Agreement:** Where a party receives personal data from the other party in connection with this Agreement, the receiving party shall delete or return such personal data to the disclosing party promptly after termination of the Agreement, unless the receiving party has a legal basis to keep processing such personal data for a longer period.