



## Read and Publish Agreement

**between**

1. THE ROYAL SOCIETY of 6-9 Carlton House Terrace, London SW1Y 5AG, United Kingdom, Registered Charity No 207043 ("the Publisher")

**and**

2. National University of Ireland Maynooth, Maynooth University acting on behalf of itself and as agent on behalf of the **IReL consortium** members with an address at IReL, Maynooth, University Library, Co. Kildare, W23 VP22, Ireland ("IReL") ("the Licensee" and "the Member Institution")

**Agreement dated:** 10 November 2020

*Part 1 – Reading element*  
*Part 2 – Publishing element*

## *Part 1: Reading element.*

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**AND WHEREAS** the Licensee desires to use the rights and the Publisher desires to grant to the Licensee the licence to use the rights for the Subscription Fee, subject to the terms and conditions of this Licence.

### **IT IS AGREED AS FOLLOWS: -**

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9.1 Each party shall use its best endeavours to safeguard the intellectual property, confidential information and proprietary rights of the other party.

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11.3 This Licence may not be assigned by either party to any other person or organisation, nor may either party sub-contract any of its obligations, except as provided in this Licence in respect of the management and operation of the Server, without the prior written consent of the other party, which consent shall not unreasonably be withheld.

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11.6 Neither party's delay or failure to perform any provision of this Licence, as result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) shall be deemed to be, or to give rise to, a breach of this Licence.

11.7 The invalidity or un-enforceability of any provision of this Licence shall not affect the continuation or enforceability of the remainder of this Licence.

11.8 Either party's waiver, or failure to require performance by the other, of any provision of this Licence will not affect its full right to require such performance at any subsequent time, or be taken or held to be a waiver of the provision itself.

11.9 This Licence shall be governed by and construed in accordance with English law; the parties irrevocably agree that any dispute arising out of or in connection with this Licence will be subject to and within the jurisdiction of the courts of England.

## *Part 2: Publishing element.*

**WHEREAS** the Publisher is an internationally-recognised publisher which supports the wider dissemination of research

**AND WHEREAS** the Member Institution desires to support its authors in publishing Open Access Articles in internationally-renowned journals.

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### **ROYAL SOCIETY READ AND PUBLISH OPEN ACCESS PUBLISHING AGREEMENT**

**FEE:** See **Schedule 1**.

**THE TERM:** 1<sup>st</sup> Jan 2021 to 31<sup>st</sup> Dec 2023 (“the Subscription Period”)

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<i>Proceedings of the Royal Society A</i>	offers <i>Open Choice</i>
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## **IT IS AGREED AS FOLLOWS**

This Open Access Article workflow below is outlined as a pilot as a means to develop an article-based open access business model.

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- the original author is given credit unless they choose not to.
- for any reuse or distribution, it must be made clear to others what the license terms of this work are.

#### **4 ELIGIBLE AUTHORS**

4.1 Authors (“Eligible Authors”) who intend to publish articles as open access must be current staff or students of the Member Institution at the moment of publication.

4.2 Eligible Authors must be the primary corresponding author as confirmed at the **moment of publication**, and the Member Institution must be given as their affiliation in the article submission process at or before final acceptance stage.

4.3 If authors have not provided details to identify their eligibility at submission, they are not guaranteed to be identified as eligible to publish open access under this agreement.

4.4 Publisher will not directly charge an Eligible Author for the article publication charge.

4.5 Eligible Authors can decide not to allow their article to be made open access and publish subscription based instead.

#### **5 EDITORIAL INDEPENDENCE**

5.1 Nothing herein contained shall oblige the Publisher to publish any article submitted by an author or the Member Institution. The Member Institution acknowledges that the selection of material to be published on the Web Site is entirely at the discretion of the Publisher and the Member Institution waives any claim it may have in the event that the Publisher refuses or declines to publish any material (or part thereof) submitted by an author or the Member Institution.

## **6 TERMS OF PUBLICATION**

6.1 The Member Institution acknowledges that before any material submitted by an author or the Member Institution will be accepted for publication the author and the owner of any copyright in such material will be required to agree to the Publisher's existing terms and conditions of publication (including any terms relating to Open Access Articles).

## **7 MEMBERSHIP SUBSCRIPTION**

7.1 The Member Institution agrees to pay to the Publisher the annual Publishing Fee before the Commencement Date of this Agreement. The Member Institution will receive before the end of the Term an invoice for fees for renewal of the Membership Subscription for a further period of one year.

## **8 PUBLISHER'S UNDERTAKINGS**

8.1 The Publisher shall:

8.1.1 provide the Member Institution, within 30 days of the date of this Agreement, with information sufficient to enable the Member Institution to link to our Open Access Membership web page.

8.1.2 use reasonable endeavours to ensure that the Server has adequate capacity and bandwidth to support the usage of the Member Institution at a level commensurate with the standards of availability for information services of similar scope operating via the World Wide Web, as such standards evolve from time to time over the term of this Agreement.

8.1.3 Publisher shall provide quarterly reports of the total number of Articles published in conformity with this Agreement. This list shall be provided both in machine readable form in a structured format as comma separated value file format (csv) and in human readable format and shall include the following details:

- Name of the publisher
- Bibliographic metadata (Journal title, journal abbreviation, journal ISSN, volume, issue, pages, article title, authors' names) or DOI
- Affiliated author, incl. ORCID
- Affiliated author's institution
- Publication date

Publisher will also deliver article metadata including license information to Crossref and other relevant third parties.

8.2 The Publisher reserves the right at any time to withdraw from the Web Site any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable.

8.3 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE PUBLISHER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF DESIGN, ACCURACY OF THE INFORMATION CONTAINED ON THE WEB SITE, MERCHANTABILITY OR FITNESS OF USE FOR A PARTICULAR PURPOSE. THE MEMBER WEB PAGE AND THE WEB SITE ARE SUPPLIED 'AS IS'.

8.4 EXCEPT AS PROVIDED IN THIS AGREEMENT UNDER NO CIRCUMSTANCES SHALL THE PUBLISHER BE LIABLE TO THE MEMBER INSTITUTION OR ANY OTHER PERSON, INCLUDING BUT NOT LIMITED TO ELIGIBLE USERS, FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER ARISING OUT OF THE INABILITY TO USE, OR THE USE OF, THE WEB SITE. IRRESPECTIVE OF THE CAUSE OR FORM OF ACTION, THE PUBLISHER'S AGGREGATE LIABILITY FOR ANY CLAIMS, LOSSES, OR DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT SHALL IN NO CIRCUMSTANCES EXCEED THE FEE PAID BY MEMBER INSTITUTION TO THE PUBLISHER UNDER THIS AGREEMENT IN RESPECT OF THE SUBSCRIPTION PERIOD DURING WHICH SUCH CLAIM, LOSS OR DAMAGE OCCURRED. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES. REGARDLESS OF THE CAUSE OR FORM OF ACTION, THE MEMBER INSTITUTION MAY BRING NO ACTION ARISING FROM THIS AGREEMENT MORE THAN TWELVE (12) MONTHS AFTER THE CAUSE OF ACTION ARISES.

## **9 MEMBER INSTITUTION'S UNDERTAKINGS**

9.1 The Member Institution undertakes to promote the benefits of the Agreement to their faculty staff and researchers, who are Eligible Authors, this could be done through the institution's library portal, intranet, newsletters, emails, social media, or other preferred communications of the Member Institution, where applicable, or Eligible Authors could be referred direct to the Publisher's Web Site for further information should this be deemed necessary by the Member Institution.

9.2 The Member Institution shall, in consideration for the benefits that qualify under this Agreement, pay the Fee within thirty (30) days of receipt of invoice, and if applicable, prior to each subsequent Subscription Period and receipt of such payment shall be a condition of this Agreement coming into effect. For the avoidance of doubt, the Fee shall be exclusive of any sales, use, value added or similar taxes and the Member Institution shall be liable for any such taxes in addition to the Fee.

9.3 The Member Institution will verify the corresponding author affiliation of articles in the quarterly reports and advise the Publisher of any anomalies within sixty (60) days of receipt.

## **10 UNDERTAKINGS BY BOTH PARTIES**

10.1 Each party shall use its best endeavours to safeguard the intellectual property, confidential information and proprietary rights of the other party.

## **11 TERM AND TERMINATION**

11.1 In addition to automatic termination (unless renewed) under clause 2.4, this Agreement shall be terminated:

11.1.1 if the Member Institution wilfully defaults in making payment of the Fee as provided in this Agreement and fails to remedy such default within thirty (30) days of notification in writing by the Publisher;



11.1.2 if the Publisher commits a material or persistent breach of any term of this Agreement and fails to remedy the breach (if capable of remedy) within thirty (30) days of notification in writing by the Member Institution;

11.1.3 if the Member Institution commits a wilful material and persistent breach of the Publisher's copyright or other intellectual property rights;

11.1.4 if either party becomes insolvent or becomes subject to receivership, liquidation or similar external administration.

11.2 On termination all rights and obligations of the parties automatically terminate.

11.3 On termination of this Agreement by the Member Institution for cause, as specified in clause 10.1.2 above, the Publisher shall forthwith refund the proportion of the Fee that represents the paid but un-expired part of the Subscription Period.

## 12 GENERAL

12.1 This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter of this Agreement, whether oral or written.

12.2 Alterations to this Agreement and to the Schedules to this Agreement are only valid if they are recorded in writing and signed by both parties.

12.3 This Agreement may not be assigned by either party to any other person or organisation, nor may either party sub-contract any of its obligations, except as provided in this Agreement in respect of the management and operation of the Server, without the prior written consent of the other party, which consent shall not unreasonably be withheld.

12.4 If rights in all or any part of the Membership are assigned to another publisher, the Publisher shall use its best endeavours to ensure that the terms and conditions of this Agreement are maintained.

12.5 Any notices to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the addressee as set out in this Agreement or to such other address as notified by either party to the other as its address for service of notices. All such notices shall be deemed to have been received within fourteen (14) days of posting.

12.6 Neither party's delay or failure to perform any provision of this Agreement, as result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) shall be deemed to be, or to give rise to, a breach of this Agreement.

12.7 The invalidity or un-enforceability of any provision of this Agreement shall not affect the continuation or enforceability of the remainder of this Agreement.

12.8 Either party's waiver, or failure to require performance by the other, of any provision of this Agreement will not affect its full right to require such performance at any subsequent time, or be taken or held to be a waiver of the provision itself.

12.9 This Agreement shall be governed by and construed in accordance with English law; the parties irrevocably agree that any dispute arising out of or in connection with this License will be subject to and within the jurisdiction of the courts of England.

AS WITNESS the hands of the duly authorized representatives of the parties the day and year below first written

**FOR THE PUBLISHER: THE ROYAL SOCIETY**

Name: DR STUART TAYLOR

Date: \_10 November 2020

Position / Title: PUBLISHING DIRECTOR

Signature:



**FOR THE MEMBER INSTITUTION:**

Name: CATHAL MCCAULEY

Date: 10/11/2020

Position / Title: University Librarian at  
Maynooth University

Signature:



**SCHEDULE 1  
LICENSED MATERIALS SUBSCRIPTION PERIOD AND ACCESS METHOD**

A schedule dated 10 November 2020 to the Licence dated 10 November 2020 between THE ROYAL SOCIETY and IReL consortium.

*THE LICENSED MATERIALS*

<b>Title/Package</b>	<b>Subscription Period</b>	<b>Format</b>	<b>Read &amp; Publish Fee</b>
Package S – Excellence in Science Collection	01/01/2021 – 31/12/2021	Online	€18,950
Package S – Excellence in Science Collection	01/01/2022 – 31/12/2022	Online	€19,890
Package S – Excellence in Science Collection	01/01/2023 – 31/12/2023	Online	€20,880

*ACCESS METHOD*

- Authentication via IP address  
 Authentication via Shibboleth: \_\_\_\_\_

**AS WITNESS** the hands of the duly authorized representatives of the parties the day and year below first written

**FOR THE PUBLISHER: THE ROYAL SOCIETY**

Name: DR STUART TAYLOR

Date: \_10 November 2020

Position / Title: PUBLISHING DIRECTOR

Signature:



**FOR THE MEMBER INSTITUTION:**

Name : CATHAL MCCAULEY

Date: 10/11/2020

Position / Title: University Librarian at Maynooth University

Signature:



**SCHEDULE 2  
LIBRARY PREMISES**

A schedule dated 10 November 2020 to the Licence dated 10 November 2020 between THE ROYAL SOCIETY and IReL consortium.

**Licensee's member list:**

<b>Member institution name</b>	<b>Library IP addresses/ranges</b>	<b>Library contact name</b>	<b>Main Library email</b>
1. Maynooth University	<i>Supplied directly</i>	<i>Supplied directly</i>	<i>Supplied directly</i>
2. National University Of Ireland, Galway	“	“	“
3. Royal College Surgeons In Ireland	“	“	“
4. Technological University Dublin	“	“	“
5. Trinity College Dublin	“	“	“
6. University College Cork	“	“	“
7. University College Dublin	“	“	“
8. University Of Limerick	“	“	“
9. Higher Education Authority	“	“	“
10. Science Foundation Ireland	“	“	“
11. Teagasc	“	“	“

**AS WITNESS** the hands of the duly authorized representatives of the parties the day and year below first written

**FOR THE PUBLISHER: THE ROYAL SOCIETY**

Name: DR STUART TAYLOR

Date: \_10 November 2020

Position / Title: PUBLISHING DIRECTOR

Signature:



**FOR THE MEMBER INSTITUTION:**

Name: CATHAL MCCAULEY

Date: 10/11/2020

Position / Title: University Librarian at Maynooth University

Signature:

