



January 1, 2020

2020-2022 ACM Digital Library Tiered-Band Open Access Model Pilot Agreement Terms and Conditions

This Agreement is made between

Association for Computing Machinery, with its principal offices at 1601 Broadway, New York, NY 10019, USA (“ACM”),

And

National University of Ireland Maynooth, Maynooth University acting on behalf of itself and as agent on behalf of the IReL consortium members listed in Schedule A and with an address at IReL, Maynooth University Library, Co. Kildare, W23 VP22, Ireland (each consortium member being a “University”).



I. INTENT

By entering into this Agreement, the University and ACM seek to pilot a new type of agreement intended to facilitate a transition to open access publishing and transform the way that research is published, disseminated, and accessed. Specifically, through this Agreement, the parties will cooperate in piloting a new type of agreement which will facilitate open access publishing for Affiliated Corresponding Authors by allowing them the choice to publish accepted Eligible Articles in ACM's peer-reviewed scholarly publications on an Open Access basis with no fee charged to them while also offering them the option to retain copyright in their work for certain Open Access publishing options.

Additionally, this Agreement aims to contribute to the advancement of open access publishing by aspiring to lead ACM to transition their entire portfolio of peer-reviewed scholarly publications to a fully open access model on a going forward basis.

This Agreement shall also provide Authorized Users with access and perpetual rights to the contents of the ACM Digital Library in accordance with the terms listed in Section 4, Article 1 below.

Through our participation, both the University and ACM commit to a joint process to implement and oversee the pilot, and to co-operate and address issues that may arise during the course of the Agreement term.

II. DEFINITIONS

1. **Authorized Users.** The following categories of users of the Licensed Materials are recognized as Authorized Users: persons affiliated with the University as students, faculty, registered users or employees, and persons physically present in the University's campus facilities.
2. **Affiliated Author(s).** Authors who correctly list themselves as affiliated with the University during the article submission process. Authors shall be deemed affiliated with the University if the email address they provide to ACM during the article submission process is part of the list of domain names provided by the University or shall be identified through other means as agreed between the University and ACM.
3. **Corresponding Author(s).** Authors who are either sole authors or co-authors of articles accepted by ACM for publication, who are designated by their co-authors to serve as the corresponding author for the accepted article. A corresponding author has the authority to represent their co-authors in all publication related matters with ACM and is responsible for the completion of the ACM rights assignment or licensing process.
4. **Affiliated Corresponding Authors.** Affiliated Authors who are Corresponding Authors.
5. **Eligible Articles.** Articles in the ACM Digital Library designated as research articles by ACM at time of publication, including articles commonly referred to as research articles, review articles and conference or proceedings papers, and any other article types in the Licensed Materials for which ACM would otherwise charge an Article Processing Charge (APC) during the term of this Agreement.
6. **Licensed Materials.** The complete contents of the ACM Digital Library (DL), including ACM's entire publication portfolio of journals, magazines, conference proceedings, newsletters, websites, and multimedia files, whose contents are listed at https://dl.acm.org/contents_dl.cfm, and the additional content made available to the University as enumerated in Section 4, Article 1. This Agreement excludes ACM Books.

III. OPEN ACCESS PILOT TERMS (PUBLISHING TERMS)

1. Through the various publishing options that ACM makes available, ACM provides all Affiliated Corresponding Authors with the ability to publish their accepted Eligible Articles with ACM on an Open Access basis with no fee charged to them as from the initial publication date of their article in the ACM Digital Library in perpetuity. Open access will be presented as a default choice for Affiliated Corresponding Authors, with the option to publish on a closed access basis, if they so choose.



2. Eligible Articles by Affiliated Corresponding Authors shall be eligible for open access publication under these terms if they are published on or after the Agreement Effective Date or accepted for publication prior to the Agreement's Termination Date.
3. Through the various publishing options that ACM makes available, ACM shall provide all Affiliated Corresponding Authors with the option to select the rights assignment or licensing option of their choice, including the option for all individual co-authors of the published article to retain the copyright to their article, provide ACM with an exclusive license to publish their article, provide ACM with a non-exclusive license to publish their article, and in the case of the authors' copyright retention, to make their published article shareable via the use of a Creative Commons license, with CC-BY as the default option. The Affiliated Corresponding Author shall determine which of the above options best meets the authors' rights-related needs.
4. ACM shall provide all Affiliated Corresponding Authors with the option to retain the copyright in their articles, including on behalf of all co-authors, regardless of whether the articles are published on an open access basis or on a subscription basis.
5. ACM shall deposit copies, on a going forward basis for the term of this Agreement, of all articles authored by Affiliated Authors, with associated metadata, into the University's open repository for open dissemination. Such deposits shall include all Affiliated-Authored articles, even if the author is not the Corresponding Author. When the article has been published on an open access basis, the deposit shall be of the final published version; when the article has been published on a subscription basis, the deposit shall be of the final accepted manuscript.
6. Open Access Reporting. ACM commits to providing data sufficient to assess the outcomes of the Tiered Band Open Access Model Pilot on an annual basis, and to a collaborative process for analyzing the data. Specifically, by April 1 of 2021, 2022, and 2023, ACM will provide the following information about the 2020, 2021, and 2022 pilot years, including both annual and cumulative data:
 - i. the number of Open Access Articles published by ACM where the corresponding or non-corresponding author is affiliated with the University.
 - ii. details of all the Open Access Articles in the material by the Affiliated Author such as title, author name and DOI including funder information.

By institution and for all institutions:

- a) Adoption by institutions: number of institutions that have signed on to the pilot, by tiered band.
- b) Adoption by authors: number of authors that have requested that their articles not be made open.
- c) Progress towards reducing costs Tier 10 institutions according to the schedule laid out by ACM (schedule B).
- d) Open licensing: what Creative Commons licenses have been selected, in what number and proportion.
- e) Copyright assignment and retention: number of authors who have chosen to assign their copyright, retain copyright and number who have chosen a licence to publish.
- f) Volume of OA: Proportion of OA articles overall and from universities involved in the pilot.
- g) Impact of pilot on ACM's business and financial conditions: including number of deals closed, value of said deals, impact of pilot on ACM revenues, increase or decline in ACM revenues overall, and a confidential report of cancellations received and their financial impact.
- h) Impact of pilot on participating campus publishing volume: publishing output by universities in pilot, including Affiliated Corresponding Authors as well as all Affiliated Authors.
- i) Other metrics as mutually identified and agreed upon between University and ACM.



At least once per year following the release of this data, pilot participants will be provided the opportunity to participate in a conference call regarding the data. ACM will make reasonable efforts to address reasonable requests to adjust or extend the type of data gathered.

7. **Commitment to Open Access Transition.** ACM represents in relation to this Tiered-Band Open Access Model Pilot Agreement Period that their strategic plan is to transition their entire portfolio of peer-reviewed scholarly publications to a fully open access model, as is acknowledged in Schedule B. Specifically, ACM represents that the Tiered-Band Open Access Pilot model, with its foundation in “hybrid” open access – where some articles are paywalled and others published open access – is a temporary and transitional business model whose aim is to provide a mechanism to shift over time to full open access publication for all ACM journals. The full transition is expected to occur, depending on adoption of the Tiered-Band Open Access Pilot model by universities, within an estimated time period of 7-10 years. ACM commits to informing the University of progress towards this longer-term aim on an annual basis, and to adjusting Tiered-Band Open Access Pilot terms based on its progress towards full open access. It is understood that in the early years of the Open Access Transition, there are likely to be additional surpluses generated by the new Tiered-Band Open Access Model.
8. **Reversion to Subscription Agreement.** The University will have the option upon termination of the pilot to return to a subscription model at a cost that is equivalent to the University’s most recent pricing under a subscription model and reasonable annual price caps to be mutually agreed between the parties. In the event of documented material change in relevant business conditions affecting the ACM Digital Library, the parties agree to negotiate an appropriate adjustment to the subscription terms in good faith.

IV. READ AND PERPETUAL ACCESS TERMS

1. This Agreement provides to the University the right to provide its Authorized Users with online access to and use of the following ACM content (together, the Licensed Materials):
 - a. Online access to the complete contents of the ACM Digital Library (DL), including ACM’s entire publication portfolio of journals, magazines, conference proceedings, newsletters, websites, and multimedia files. An up-to-date list of the contents of the ACM Digital Library is posted at https://dl.acm.org/contents_dl.cfm.
 - b. Online access to all ACM Affiliated Publications, including approximately 70 journals, proceedings, and bulletins during the term of this Agreement.
 - c. Online access to the ACM Guide to Computing Literature, ACM’s bibliographic database and abstracting & indexing service, which is integrated into the ACM Digital Library platform.
 - d. Historical Archive. ACM shall provide complimentary access to the complete archive of all ACM Publications dating back to each publication’s first issue or volume.
 - e. Perpetual Access Rights. The University shall have perpetual access rights to all content in the ACM Digital Library published during the term of this Agreement as well as all ACM DL and other ACM content subscribed to by the University in previous Agreements (“Perpetual Access Content”).
2. **License.** ACM provides to the University and Authorized Users the non-exclusive right to search, browse, view, print, copy, and download the Licensed Materials for research, teaching, private study, and other non-commercial purposes. University and Authorized Users may not redistribute or make available access to the Licensed Materials for any commercial purposes unless approved by ACM in writing. The Licensed Materials shall not be made available to anyone who is not an Authorized User except as provided for elsewhere in this Agreement.
3. **Access.** Global access will be provided to the University based on IP Verification, unless otherwise agreed between the parties. The University will provide ACM with a complete list of current IP Addresses.
4. **Alterations.** Neither the University nor any Authorized Users may modify, adapt, transform, translate, or



create any derivative work based on any of the materials in the Licensed Materials except as provided for in the licenses governing those materials. Any copyright notices, or other notices appearing in the licensed Materials may not be removed, obscured, or modified in any way. All rights, title, and interest in the contents of the Licensed Materials are the recognized property of the respective copyright holders and no ownership rights, title, or interest are transferred to the University as a part of this Agreement.

5. **Redistribution.** The University and Authorized Users may not republish individual articles contained within the Licensed Materials or post them on other servers, or redistribute them to lists, except in accordance with the license terms under which the articles are published. No wholesale duplication of all or substantial sections of the Licensed Materials is permitted under the terms of this Agreement, except to provide for the text and data mining access outlined in Section 4, Article 6. Furthermore, ACM reserves the right to suspend or terminate this Agreement in accordance with the Term and Termination clause below if systematic downloading of the Licensed Materials is discovered. Notwithstanding the foregoing, University is afforded text and data mining rights outlined in Section 4, Article 6.
6. **Computational Access.** Authorized Users may use the Licensed Materials to perform and engage in text and/or data mining activities for academic research, scholarship, and other educational purposes and may utilize and share the results of text and/or data mining (“TDM output”) with research collaborators, and in their scholarly work and make the results available for use by others, so long as the purpose is not to create a product for use by third parties that would substitute for the Licensed Materials. Authorized users may include TDM Output as part of original works of scholarship, e.g. articles that describe, analyze, and interpret research, presentations at academic conferences, and inclusion in an academic thesis.

ACM will cooperate with University and Authorized Users as reasonably necessary in making the Licensed Materials available in a manner and form most useful to the Authorized Users for computational access. ACM shall provide this access without any additional fees. University and Authorized Users shall be able to conduct TDM by An API provided by Vendor or a mutually agreed third-party provider.

In all cases where Licensed Materials offers both HTML/XML and PDF versions of the Licensed Materials, both versions shall be accessible for TDM.

The Licensed Materials provided for TDM shall be provided in such a manner as to be useful to Authorized Users. For example, there will be no rate or volume limits placed on TDM by ACM unless there has been evidence of disruption of ACM's normal services, and any such limits shall be communicated to University in advance of taking effect.

Uses of TDM Output: It is mutually understood that Licensed Materials and “TDM Output” (the result of any Text and Data Mining activity or operation, capable of fixation, reproduction and/or communication in any form) provided or generated under this Agreement may be retained by Authorized Users throughout the full lifecycle of the TDM project, including for publication, and as necessary for replication and validation of research results.

7. **Scholarly Sharing.** Authorized Users may transmit to a third-party colleague in hard copy or electronically, minimal, insubstantial amounts of the Licensed Materials for personal use or scholarly, educational, or scientific research or professional use but in no case for re-sale. In addition, Authorized Users have the right to use, with appropriate credit, figures, tables and brief excerpts from the Licensed Materials in the Authorized User's own scientific, scholarly and educational works. University and Authorized Users may use metadata and abstracts in lists of publications on faculty and institutional web pages.
8. **Authors' Rights to Use Their Own Work.** Notwithstanding any terms or conditions to the contrary in any author agreement between Authors and ACM and rights given to all ACM authors in Section 2.5 of ACM's Copyright Policy, see <https://www.acm.org/publications/policies/copyright-policy>, the following rights will be retained by Affiliated Authors:

All Affiliated Authors whose work (“Content”) is accepted for publication within the Licensed Materials and



who select the open access publication option shall retain the non-exclusive, irrevocable, royalty-free right to use their Content for scholarly and educational purposes, including self-archiving or depositing the Published Version of Record (VoR) of the Content in institutional, subject-based, national or other repositories or archives (including the author's own web pages or departmental servers), in non-commercial repositories and to comply with all grant or institutional requirements associated with the Content.

Affiliated Authors whose work ("Content") is accepted for publication within the Licensed Materials and whose articles have not been selected for the open access publication option by the Corresponding Author shall retain the non-exclusive, irrevocable, royalty-free right to use their Content for scholarly and educational purposes, including self-archiving or depositing the Accepted Manuscript Version (AM), but not the Published Version of Record (VoR) of the Content in institutional, subject-based, national or other repositories or archives (including the author's own web pages or departmental servers), in non-commercial repositories and to comply with all grant or institutional requirements associated with the Content.

For the avoidance of doubt, it is the intent of the parties to this agreement that Affiliated Authors are beneficiaries of this provision of the Agreement.

9. Inter-Library Loans. Facsimile or email images that are exact representations of the print pages or of printouts from the electronic database may be provided for interlibrary loan including in accordance with Section 108 of the U.S. Copyright Act or as otherwise permitted by applicable law. Requests may be fulfilled using electronic, paper, or intermediated means and distributed in paper, fax, or digital form.
10. Course Reserves. Libraries may include copies of digital content from the Licensed Materials in local electronic course reserve systems limited to use of Authorized Users of current classes.
11. No Diminution of Rights. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall be interpreted to diminish the rights and privileges of the University or Authorized Users with respect to any of the Licensed Materials, including exceptions or limitations to the exclusive rights of copyright owners, such as fair use, under 17 U.S.C. §107 or any other applicable law. Use of content within the Licensed Materials that is made available under a Creative Commons or other open license shall be governed by the provisions of that license.
12. Post-Cancellation Perpetual Access. Upon termination of this Agreement, and upon written request from the University, ACM will provide the University and its Authorized Users with access to the full text of the Perpetual Access Content as provided under Section 4(1)(e) either through the ACM DL platform (<http://dl.acm.org>) or by engaging the services of third-party trusted archives (such as Portico) and/or participating in collaborative archiving endeavors to exercise its perpetual use rights. University requesting Post-Cancellation Access (PCA) services agrees to provide ACM with a complete list of current IP Addresses registered for its institution at the time subscription access is terminated and PCA services are activated and may be changed or updated by the University from time to time. The full text of the electronic files may not be resold at any time; this remains in effect in perpetuity. Continuing post cancellation access is subject to the terms and conditions of use in this Agreement. ACM shall also provide to the University upon request, or the University may create, one (1) copy of the entire set of Perpetual Access Content to be maintained as an archival copy. The archival copy from ACM shall be provided without any Digital Rights Management (DRM) in a mutually agreeable medium suitable to the content, and any fees for provision of copies will be on a time and materials basis only. In the event ACM discontinues or suspends selling or licensing the materials licensed under this Agreement, the University may use such archives of the Perpetual Access Content under the same terms as this Agreement. If the University has a backup copy of the materials licensed under this Agreement the backup copy may be used as an archival copy.
13. Quality of Service. ACM shall use commercially reasonable efforts to ensure that the ACM's server or servers have sufficient capacity and rate of connectivity to provide the University and its Authorized Users with a quality of service comparable to current standards in the on-line information provision industry in the University's locale. ACM shall use reasonable efforts to provide continuous service seven (7) days a week with an average of 98% up-time per month. The 2% down-time includes periodic unavailability due to server maintenance; software installation or testing; loading or making available additional materials licensed under



this Agreement as they become available; and unavailability because of service or equipment failure outside the control of ACM (including problems with public or private telecommunications services, or Internet nodes or facilities). ACM may schedule brief unavailability periods, but shall do so only where (1) it has given at least forty-eight (48) hour notice to the University, and (2) in ways and at times that minimize inconvenience to the University and its Authorized Users, regardless of when notice has been given.

14. Accessibility Requirements. ACM warrants that the materials licensed under this Agreement comply with governmental disabilities laws and regulations and conform to the accessibility requirements of Web Accessibility Initiative, Web Content Accessibility Guidelines (WCAG) 2.0 at level AA. ACM agrees to promptly respond to and resolve any complaint regarding accessibility of materials licensed under this Agreement.

V. TERM AND TERMINATION

1. Term. The term of this Agreement shall be three (3) years, commencing on January 1, 2020 (the Effective Date) and extending through December 31, 2022.
2. Early Termination for Financial Hardship. If sufficient funds are not provided, allocated, or allotted in future budgets of the University for library acquisitions to permit University, in the exercise of its reasonable administrative discretion, to continue this Agreement, the University may upon demonstration of the same via appropriate documentation, elect to renegotiate or cancel its participation in this Agreement beginning on January 1st of such subsequent year without further duty or obligation, provided that ACM is notified by November 1st of the preceding year of such cancellation or renegotiation. The University shall be required to provide substantive proof that library budgets have been reduced by a minimum of 5% in order for this Early Termination clause to be valid.
3. In the event of termination or expiration, financial obligations under this Agreement shall survive the termination of this Agreement through the end of the calendar year currently in force only, and ACM will honor the open access pilot terms for Affiliated Corresponding Authors whose articles are accepted for publication through the end of that calendar year. The University will not be entitled to any refund or prorated portion of the current year's Licensing Fees.
4. Termination for Breach. If either party believes that the other has materially breached any obligations under this Agreement, such party shall so notify the breaching party in writing. The breaching party shall have sixty (60) days from the receipt of notice to use all reasonable means to cure the alleged breach and to notify the non-breaching party in writing that cure has been affected. If the breach is not cured within the sixty (60) day period, the non-breaching party shall have the right to terminate the Agreement without further notice. If this Agreement ends for breach, ACM may terminate access to the Licensed Materials subject to Section 4, Article 12. Authorized copies of the Licensed Materials made by Authorized Users may be retained for educational, research and scholarly purposes and used subject to the terms of this Agreement.

VI. FEES

1. The 2020-2022 Tiered-Band Open Access Pilot Agreement fee shall be \$91,000 the first year (2020), \$98,500 the second year (2021), and \$106,000 the third year (2022). These fees are ACMs publicly accessible Tiered-Band Open Access Pilot Agreement Publish + Read Licensing Tier-based Fee structure, as stated on Schedule A below. Payment will be delivered by the University within net 30 days of receipt of an invoice from ACM.
2. In addition to reporting requirement in Section 3, Article 6 above, ACM commits to collaborative conversations during the period of the pilot regarding how fees from the pilot have been directed, and more broadly, how future fees can be set to extend this effort to make transparent how library-based payments are directed within ACM's organization.

VII. GENERAL TERMS



1. **User privacy.** ACM undertakes to comply with applicable privacy laws and the NISO Consensus Principles on Users' Digital Privacy in Library, Publisher, and Software-Provider Systems (NISO Privacy Principles), <https://www.niso.org/publications/privacy-principles>. As a minimum, ACM shall not provide University's personally identifiable information in any form to any third party without the University's written authorization, unless the third party owns rights in the Licensed Materials. In all cases, the disclosure of such data shall fully protect the anonymity of individual users and the confidentiality of their searches and will comply with all applicable privacy laws. ACM shall not disclose or sell to third-parties usage data or information about the University or its Authorized Users without the University's written permission or as required by law. ACM agrees that no personally identifiable information, including but not limited to log-ins recorded in system logs IP addresses of patrons accessing the system, saved searches, usernames and passwords, will be shared with third parties, except in response to a subpoena, court order, or other legal requirement. If ACM is compelled by law or court order to disclose personally identifiable information of Authorized Users of patterns of use, ACM shall provide the University with adequate prior written notice as soon as is practicable, so that University or Authorized Users may seek protective orders or other remedies. ACM will notify University and Authorized Users as soon as is practicable if ACM's systems are breached and the confidentiality of personally identifiable information is compromised.
2. **Governing Law.** The terms and conditions of this Agreement are governed by the Republic of Ireland, excluding any such laws that might direct the application of the laws of another jurisdiction.
3. **Warranties.** ACM warrants that it has copyright ownership and/or permission to use all of the materials in the Licensed Materials and to extend the licenses provided herein.
4. **Assignment.** This Agreement may not be assigned by either party to any other person or organization, nor may either party sub-contract any of its obligations, without the prior written consent of the other party, for which consent shall not be unreasonably withheld.
5. **Amendments.** All amendments and modifications to this Agreement shall be made in writing and be signed by duly authorized representatives of both parties.



The parties hereby agree to the above terms,
Signatures

On behalf of the

**National University of Ireland,
Maynooth University**



Schedule A

The following tier-based pricing schedule shall remain in effect through December 31, 2022. Tiering is based on the average article output for each institution from the three most recent complete calendar years.

During the term of this Agreement, the University shall remain at their Tier and pricing shall be frozen at the 3-year ramp-up pricing outlined below annually for the three-year term of this Agreement. Six months prior to the completion of the three-year term, ACM shall provide the University with the new tier-based pricing schedule along with detailed article output data and an updated three-year article output average from which pricing will be determined.

Tier Pricing in Effect until December 31, 2022

<u>Tier Level</u>	<u>Institution Tier by Article Output</u>	<u>Tier Pricing</u>	<u>3 Year Ramp Up Pricing</u>
1	75+ Articles	\$100,000	Y1= \$30k Y2= \$60k Y3= \$100K
2	60-74 Articles	\$75,000	Y1= \$45k Y2= \$60k Y3=\$75k
3	40-59 Articles	\$60,000	Y1= \$30k Y2= \$45k Y3= \$60k
4	30-39 Articles	\$45,000	Y1= \$25k Y2= \$35k Y3= \$45k
5	20-29 Articles	\$35,000	Y1= \$15k Y2= \$25k Y3= \$35k
6	16-19 Articles	\$25,000	Y1= \$15k Y2= \$20k Y3= \$25k
7	12-15 Articles	\$17,500	Y1= \$12.5k Y2= \$15k Y3= \$17.5K
8	8-11 Articles	\$12,500	N/A
9	4-7 Articles	\$10,000	N/A
10	0-3 Articles	\$8,000	N/A

IReL Consortium 2020-22 Pricing

		2020	2021	2022
<u>Institution*</u>	<u>Tier Level</u>			
Trinity College Dublin	6	\$15,000.00	\$20,000.00	\$25,000.00
University College Dublin	7	\$12,500.00	\$15,000.00	\$17,500.00
Dublin City University	8	\$12,500.00	\$12,500.00	\$12,500.00
Maynooth University	10	\$8,000.00	\$8,000.00	\$8,000.00
National University Ireland Galway	8	\$12,500.00	\$12,500.00	\$12,500.00
University College Cork	8	\$12,500.00	\$12,500.00	\$12,500.00
University of Limerick	9	\$10,000.00	\$10,000.00	\$10,000.00
Technical University Dublin	10	\$8,000.00	\$8,000.00	\$8,000.00
	Total	\$91,000	\$98,500	\$106,000

*Please note that any other institution in Ireland may be added during the term of this Agreement at the Tier Prices above.



Schedule B

The end goal of the Tiered-Band OA Model is a full transition to OA for all peer-reviewed research content in the ACM Digital Library (both journal articles and conference proceedings). As institutions choose to participate in this model, the percentage of research content that is available OA in the ACM DL increases. As this percentage reaches certain thresholds, pricing will be decreased for those institutions that publish very little or no peer-reviewed research articles, so called Tier 10 institutions according to the following thresholds:

- At 20% of research content available OA, the pricing level for Tier 10 drops to \$7000.
- At 30% of research content available OA, the pricing level for Tier 10 drops to \$6000.
- At 40% of research content available OA, the pricing level for Tier 10 drops to \$5000.
- At 50% of research content available OA, the pricing level for Tier 10 drops to \$4000.
- At 65% of research content available OA, the pricing level for Tier 10 drops to \$2500.
- At 65% the “read fee” for institutions that do not publish with ACM at all shall be fixed at \$2500.
- At 80% of research content available OA, ACM will have achieved financial sustainability and the full flip can occur for all peer-reviewed research content in the ACM Digital Library, as follows:
 - Corresponding authors from institutions that do not participate in the Tiered Band OA Model will be required to pay an APC to publish in the ACM Digital Library to make their article OA.
 - An ACM Digital Library subscription option shall no longer be available for any institutions that have published at least one article with ACM over the previous three calendar years.
 - All future peer-reviewed research content in the ACM Digital Library is made OA.
 - Future content that is not APC eligible (i.e. content other than peer-reviewed research content) may or may not be made OA at the discretion of ACM; access to such non-OA content, if any, would be restricted to ACM Tiered-Band OA Model participants and to institutions that choose to contribute funding in order to maintain access to non-APC eligible content, and to benefit from other value-added features that ACM may develop or offer.