



Maynooth University
January 1, 2020 – December 31 2022

CONTENT LICENSING AGREEMENT

Part 1 – Custom Terms

GENERAL	
Effective Date	January 1, 2020
Initial Term	Subject to the Standard Terms and Conditions, this Agreement shall be for an initial term that begins on the Effective Date and continues in effect for three (3) year(s) (the “Initial Term”). This Agreement will not be subject to any implied or automatic renewals, and any relationship between the parties after the Initial Term hereof will be the subject of a new agreement.
Licensee (additional sites or Participating Institutions are listed in Appendix A)	Name: Maynooth University, acting on behalf of itself and as agent for the IReL consortium members Address: IReL, Maynooth University Library, Co. Kildare, W23 VP22, Ireland. Telephone: 00353 1 474 7113
Licensee’s Designated Business Contact	[REDACTED]
AIPP Sales Support Manager	[REDACTED]
Licensed Content	Titles as set forth in Appendices A, B, and C to the Standard Terms and Conditions (“Licensed Content”).



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Fees (Access Fees for any additional sites or Participating Institutions are listed in Appendix A)	Due Date as specified on AIP Publishing’s invoice.			
	Year	Read Fee	Publish Fee	Total
	2020			
	2021			
	2022			
Additional Terms	This is a Read & Publish agreement.			

Part 2 – Standard Terms & Conditions This Content Licensing Agreement (“Agreement”), consisting of Part 1 – Custom Terms and Part 2 – Standard Terms and Conditions, and any appendices attached, is effective on the Effective Date, by and between Licensee and AIP Publishing LLC (“AIPP”), with offices at 1305 Walt Whitman Road, Suite 300, Melville, NY 11747-4300.

WHEREAS, AIPP has the right to grant Licensee (and its locations / Participating Institutions, if applicable, as set forth in Appendix A) access to the Licensed Content, which is delivered via a technology platform (e.g., Scitation), or other means of delivery that AIPP deems appropriate (“Platform”);

WHEREAS, Licensee wishes to provide Authorized Users access to the Licensed Content using the Platform by paying the Fees;

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, and other valuable consideration received, the parties agree as follows:

1. LICENSED RIGHTS

a. License. AIPP provides a non-exclusive, non-transferable license to Licensee’s Authorized Users, subject to the terms, conditions and restrictions set forth in this Agreement, to access, search, view, download, print and save the Licensed Content via the Platform, solely for research and educational purposes. If Licensee is a single institution with multiple locations, the authorized locations are set forth in Appendix A. If Licensee is a consortium representing the Participating Institutions set forth in Appendix A, the Participating Institutions’ Authorized Users shall have the right to access the Licensed Content pursuant to this Section, and the Participating Institutions are subject to the same restrictions imposed upon the Licensee in this Agreement.

b. Authorized Users. Authorized users are defined as and limited to current faculty members, staff, employees, students, subcontractors, as applicable (collectively, “Authorized Users”), and walk-in users using computer terminals on premises (“Walk-in Users”). All Authorized Users who have been issued an institutional username and password may also access the Licensed Content remotely, using devices that are located off the premises of Licensee (or a Participating Institution).



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Licensee or the Participating Institutions must require the Authorized Users to use a username and password to login before accessing the Platform using computers located off the premises of Licensee (or Participating Institutions). For the sake of clarity, no Walk-in Users are permitted to access the Platform remotely.

c. Compliance. Licensee will use commercially reasonable efforts to cooperate with AIPP to remedy any Authorized User's or Participating Institution's failure to comply with the terms of this Agreement.

d. Credentials. When the relationship between an Authorized User and the Licensee terminates, Licensee shall take reasonable steps to prevent the previously Authorized User from accessing the Platform, by promptly disabling the previously Authorized User's access to the Licensed Content except from areas where the Licensed Content is accessible to the public.

2. FAIR USE & RIGHTS OF LIBRARIES

a. Fair Use and Rights of Libraries. Authorized Users are entitled to use the Licensed Content in a manner that comports with §107 and §108 of the U.S. Copyright Act, or other similar applicable laws outside the U.S., provided that the Authorized Users provide proper attribution to the copyright owners and AIPP.

b. Interlibrary Loan. Licensee may use the Licensed Content to fulfill a reasonable number of requests from other libraries for specific material for interlibrary

loans ("ILL"). The Licensed Content for ILL may be transmitted by mail, fax or secure, prevailing technology, provided that Licensee will not require the receiving library to pay a fee, and to the best of Licensee's knowledge, the loaned material is for the purposes of research or private study, and not for commercial use. The borrowing and lending libraries will comply with applicable legal guidelines in connection with ILL.

c. Course Packs: Material from the Licensed Content may be included in anthologies ("Course Packs") in print or digital form for distribution to Authorized Users for their use in connection with classroom instruction or in reserves (print or digital) set up by libraries for access by Authorized Users in connection with specific courses offered by the Licensee. Copies of items in digital form which are included in online Course Packs or reserves will be deleted by the Licensee and its locations when the course is no longer offered. Course Packs in non-electronic non-print perceptible form, such as audio or Braille, may also be offered to Authorized Users.

3. RESTRICTIONS.

a. Intellectual Property. Licensee shall not, and shall not knowingly cause, assist or encourage any Authorized Users or third parties to: (i) infringe any intellectual property or other right of any party (including AIPP), or violate any applicable laws, rules or regulations, including, without limitation, redistribute, repurpose, resell, alter, recompile, share access with users not authorized by Licensee, republish or post in any media, print or electronic form, such as on the Internet or using peer-to-peer or similar file sharing for anyone to access, the



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Licensed Content (or any search results thereof), in whole or in part, or otherwise commercialize the Licensed Content; or (ii) alter, obscure or remove the copyright notices or the watermark in the Licensed Content, any article, or other such materials.

b. Operation of the Platform.

Without AIPP's authorization, Licensee shall not, and shall not knowingly cause, assist or encourage any Authorized Users or third parties to: (i) disrupt or interfere with the security or use of the Platform, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial of service attacks, packet or IP spoofing, or similar methods or technology; (ii) misrepresent Licensee's affiliation with a person or entity, or submit false or misleading information to AIPP, including, without limitation, IP addresses that do not belong to any Participating Institution; (iii) collect, manually or through an automatic process, information about users or their usage without their express consent.

c. Systematic Download; Text and Data Mining.

Without AIPP's authorization, Licensee shall not, and shall not knowingly cause, assist or encourage any Authorized Users or third parties to: (i) systematically or programmatically download, whether manually or by using programs such as robots or searchbots, spiders, crawlers or other automated downloading programs, algorithms or devices, to continuously or automatically search, scrape, extract, deep link or index all or a substantial portion of the Licensed Content, such as an entire issue of or article from a journal; (ii) download the Licensed Content in aggregate for central storage or later retrieval; or (iii) conduct text and data mining.

d. Violations. Licensee shall notify AIPP of any copyright infringement, or unauthorized use of the Licensed Content of which Licensee becomes aware. To the extent AIPP determines that any copyright infringement or violation of this Agreement has occurred (including a violation by an Authorized User), Licensee shall cooperate with AIPP in investigating any unauthorized uses and in taking reasonable steps to prevent a reoccurrence, such as suspending or terminating an actual or suspected unauthorized user's access to the Platform or Licensed Content upon AIPP's reasonable request. If AIPP reasonably suspects or determines that an Authorized User has violated the terms of this Agreement or any other agreement that he or she individually entered into to access the Platform, or that Licensee is otherwise allowing the Platform to be misused, AIPP may, without notice, suspend such user's account or Licensee's access to the Platform.

4. AIPP OBLIGATIONS

a. Availability. During the term, AIPP shall use commercially reasonable efforts to provide continuous access to the Licensed Content via the Platform, except for periodic downtime for maintenance, and interruption of access to the Platform due to factors outside of AIPP's control. Institutions with historic subscriptions to journals, as listed in Appendix C: Licensed Content under the column PCA Holder(s), will retain access to these journals even after this Agreement is terminated, for the years after 1999 during which an active subscription was held. If a Participating Institution paid for access via an Access Fee, it does not have any post-termination access to the Licensed Content. Licensees



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which have purchased a Digital Archives product will have continuing access to the Extended Backfiles, as set forth in Appendix A. AIPP’s usage statistics (e.g., COUNTER stats) and accessibility documents (e.g., Voluntary Product Accessibility Template, or “VPAT”) are available at https://publishing.aip.org/resources/librarians/to_ols/ which AIPP may revise at any time without notice. Licensees are responsible for reviewing all information posted online.

b. Backup. In the unlikely event that AIPP is unable to provide electronic access to one or more of the journal titles that comprise the Licensed Content for an extended period of time, AIPP will cooperate with a third party vendor that has archived the Licensed Content to ensure that Licensee will be able to access the Licensed Content continuously, per the terms of this Agreement.

5. CONFIDENTIALITY

a. Definition. Either party may be exposed to certain non-public or proprietary information of the other party concerning its business, or information that due to its nature, the receiving party knows or should know is confidential, or that, if released to unauthorized persons, could be detrimental to the business interests of the disclosing party, including, without limitation, the terms of this Agreement or the Licensee’s literature search results (“Confidential Information”).

b. Obligations. The receiving party of Confidential Information agrees that it will: (i) not use the Confidential Information except as strictly necessary to fulfill its obligations under this Agreement; and (ii) not disclose the Confidential Information to any

third party and will take every precaution to protect the confidentiality of the Confidential Information, using at least the same measures as it does to protect its own most sensitive information, and in any event no less than reasonable measures. Notwithstanding the foregoing, the receiving party may disclose Confidential Information if required to do so by law or by mutual written consent of AIPP and the Licensee.

6. FEES AND PAYMENT

a. Fees. Licensee and Participating Institutions shall pay all Fees pursuant to the Custom Terms, and any other fees as set forth in the attached appendices. The Fees may be increased by AIPP upon notice, and Licensee’s consent, if a print version, a new publication, and/or an additional location/Participating Institution is added.

b. Taxes. Licensee must pay any applicable taxes arising out of the access to the Licensed Content, and/or the products and services as set forth in the appendices, other than taxes on AIPP’s net income.

7. TERM AND RENEWAL

a. Term. The Initial Term of this Agreement is the period set forth in the Custom Terms. If this Agreement is subject to a renewal, the terms and conditions of this Agreement will continue to govern during any renewal term, subject to any amendment agreed upon between the parties. If the term is set to be automatically renewed and either party elects not to renew this Agreement for a renewal term, such party must give written notice of nonrenewal to the other Party at least 30 days



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before the expiration of the then-current Initial Term or renewal term. Changes to Fees during a renewal term, other than those described in Section 6 that can be changed by purchase order, will be specified by a written amendment.

b. Renewal. If this Agreement is subject to a renewal pursuant to the Custom Terms, renewal of any subscription(s) will be construed as renewal of this Agreement, and the terms and conditions outlined here will remain in force for as long as orders are placed by the Licensee with AIPP.

c. Termination for Failure to Pay. If Licensee (and/or any of the Participating Institutions) fails to pay the fees pursuant to Section 6, AIPP may suspend or terminate Licensee's and/or its Participating Institutions' access to any and all of the Licensed Content, and/or any other products or services set forth in the attached appendices. If Licensee (and/or any of the Participating Institutions) wish(es) to be reinstated after AIPP suspends access to the Licensed Content for failure to pay, Licensee must first pay for the Fees from and including the time access was suspended to the end of the then-current annual subscription term.

d. Changes to Licensed Content. AIPP may change the selection of the Licensed Content from time to time, with notice to Licensee. If a journal is discontinued, the Fees may be adjusted pursuant to the mutual consent of the parties, subject to the Licensee's right to access any Licensed Content as set forth in Appendices A through C.

8. REPRESENTATIONS AND DISCLAIMERS; LIMITATION OF LIABILITY

a. Warranty and Disclaimers. If applicable, Licensee represents that it has the authority to act on behalf of the Participating Institutions in entering into this Agreement. AIPP represents and warrants that it is authorized to grant Licensee, the Participating Institutions (if applicable), and its/their Authorized Users the rights granted herein. AIPP warrants to the Licensee that the Licensed Content and all Intellectual Property Rights therein are owned by or licensed to AIPP and that the Licensed Content used as contemplated in this Agreement shall not infringe any Intellectual Property Rights or other rights of any natural or legal person. AIPP agrees that the Licensee shall have no liability and AIPP will indemnify, defend and hold the Licensee harmless against any and all damages, liabilities, claims, causes of action, legal fees and costs incurred by any Licensee in defending against any third party claim of Intellectual Property Rights infringements or threats of claims thereof with respect to the Licensee or its Authorized Users' use of the Licensed Content. If any such action or claim is made, the Licensee will promptly notify and fully cooperate with AIPP. This indemnity obligation will survive the termination of this Agreement. Except as set forth in the preceding sentence, the Platform and the Licensed Content are provided on an "as-is" and "as-available" basis. AIPP makes no warranty or representation of any kind with respect to the Licensed Content or the Platform, express or implied, including its quality, originality, availability, accessibility, accuracy, performance, non-infringement, merchantability or fitness for a particular purpose, or that access to the Platform and the Licensed Content will achieve a particular result, or such access will be uninterrupted or error-free.



b. Limitation of Liability. Neither party shall be liable for exemplary, special, indirect, incidental, consequential or other similar types of damages, arising out of, relating to or connected with this Agreement, even if a party is advised or aware of the possibility of such damages. In no event shall the total aggregate liability of either party for any claims, losses or damages arising out of, relating to or connected with this Agreement exceed the amount paid or payable by the Licensee for the annual term during which the claim arose, whether in contract, tort or otherwise. The foregoing limitations do not apply to any breach of Section 3.

9. GOVERNING LAW AND ARBITRATION

a. Choice of law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Delaware, without regard to its conflict of law principles.

b. U.S. Licensee. If the Licensee is located in the U.S., the parties agree to submit to the exclusive jurisdiction in the federal and state courts of New York, New York, for any action brought in connection with this Agreement, and the parties agree to waive any defense of inconvenient forum.

c. International Licensee. If Licensee is located outside the U.S., then all disputes arising out of or in connection with the Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules, provided that the arbitrator must be a practicing attorney who is fluent in English. The place of

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arbitration shall be London. The language of the arbitration shall be English. To the extent any party wishes to seek emergency or injunctive relief in court, such proceeding shall be brought in the Southern District of New York, and each party waives, to the fullest extent permitted by law, the defenses of lack of personal jurisdiction, inconvenient forum, and improper venue.

10. GENERAL

a. Integration. This Agreement (consisting of the Custom Terms and the attached appendices, if any) contains the entire understanding of the parties regarding the subject matter of this Agreement, and supersedes all prior and contemporaneous agreements and understandings between the parties regarding its subject matter. The Licensed Content and Fees associated therewith may be specified in a purchase order, but nothing else in a purchase order can supersede any term in the Standard Terms and Conditions without a written amendment.

b. Waiver and Modification. Unless noted otherwise in the Custom Terms, each term of these Standard Terms and Conditions may only be modified, supplemented, amended or waived in a writing signed by both parties. A waiver of a breach shall not constitute a waiver of any other breach. The failure of either party at any time to enforce any provisions of this Agreement or to exercise any right or remedy shall not be construed to be a waiver of such provisions or of such rights or remedy or the right of that party thereafter to enforce each and every provision, right or remedy.

c. Force Majeure. Neither party



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will be responsible for any failure to perform its obligations under this Agreement due to causes beyond its reasonable control, including, but not limited to, acts of God, war, fire, floods, acts of civil or military authorities, strikes, work stoppages, civil unrest, power outages or disruption of transport or shipping, or riot.

d. Notices. All notices, reports and statements to be given shall be given or made: (a) by hand delivery, first class, Registered or Certified mail, return receipt requested, FedEx, UPS or any overnight delivery service providing notice of receipt, with a copy by email; or (b) by email itself. Notices to the parties shall be sent to the physical or email addresses set forth in the Custom Terms, unless notification of a change is given in writing. The date of receipt evidenced by the tracking information or email confirmations shall be deemed the date of receipt.

e. Severability. The parties agree that if any part, term, or provision of this Agreement shall be found illegal or in conflict

with any valid controlling law, the validity of the remaining provisions of this Agreement shall not be affected thereby.

f. Assignment. The Licensee shall not assign or transfer its rights under this Agreement without the prior written consent of AIPP. AIPP may require the payment of additional Fees if any assignment or transfer of rights by Licensee results in additional authorized locations other than those set forth in Appendix A or Participating Institutions requiring access to the Licensed Content. AIPP may assign this Agreement upon notice in the event of any merger, reverse merger, sale,

acquisition, public offering or private placement resulting in a change of ownership or control of AIPP. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

g. No Third Party Beneficiary.

The parties do not intend, and the Agreement shall not be deemed, to create any third party beneficiary rights for any person, including, without limitation, the Participating Institutions, the Authorized Users, member societies of the American Institute of Physics (“Member Societies”), and publishing partners of AIPP (“Publishing Partners”), which authorized AIPP to grant Licensee access to the Licensed Content. Licensee shall not bring any claim relating to this Agreement against the Member Societies or Publishing Partners, nor shall Licensee cause, assist or cooperate with any Participating Institutions or Authorized Users in bringing a lawsuit against Member Societies or Publishing Partners.

h. Counterparts. This Agreement may be executed in counterparts, both of which taken together will constitute one and the same document. Electronic, facsimile or .pdf file signatures will have the same effect as originals.

i. Order of Precedence. To the extent Licensee provides any purchase order, procurement form, or rider that contains terms that conflict or are inconsistent with the terms in this Agreement, the terms in this Agreement shall govern and be given precedence. Any language in any purchase order, procurement form, rider, or any other writing that purports to change the terms of this Section 10(i) without



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specifically referencing this section of this Agreement is inoperative.

and 10, and any other provisions that are intended to survive, shall survive the expiration or termination of this Agreement.

j. Survival. Sections 3, 5, 6, 8, 9

The parties have executed this Agreement (consisting of Part 1- Custom Terms, Part 2 – Standard Terms and Conditions, and any appendices attached) as of the Effective Date.



A

Licensee; Consortium's Participating Institutions and/or Sites

Licensee: Maynooth University

Participating Institutions

Dublin City University (DCU)

University College Dublin (UCD)

National University of Ireland Galway (NUIG)

National University of Ireland Maynooth (NUIM)

University College Cork (UCC)

University of Dublin Trinity College (TCD)

University of Limerick (UL)

Technological University Dublin (TUD)



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APPENDIX B
Licensed Content

Title	Coverage	Read-Eligible	PCA Holder(s)	Publish-Eligible
AIP Conference Proceedings	1970 – 2022			2021
American Journal of Physics	1933 – 2022		UCD, DCU, TUD, NUIG	2021
Applied Physics Letters	1962 – 2022		UCD, TUD	
Applied Physics Reviews	1980 – 2022			
AVS Quantum Science	2020 – 2022	*	DCU	
Biointerphases	2006 – 2022		DCU	2021
Biomicrofluidics	2007 – 2022			
Biophysical Reviews	2020 – 2022	x		x
Chaos	1991 – 2022		UCD	
Chemical Physics Reviews	2020 - 2022	x		x
Chinese Journal of Chemical Physics	2006 – 2022			
Journal of Applied Physics	1931 – 2022		UCD, TUD	
Journal of Laser Applications	1988 – 2022			
Journal of Mathematical Physics	1960 – 2022		UCD	
Journal of Physical and Chemical Reference Data	1972 – 2022		UCD	
Journal of Renewable and Sustainable Energy	2009 – 2022			
Journal of Rheology	1929 – 2022			2021
Journal of the Acoustical Society of America	1929 – 2022		TUD	2021
Journal of the Physical Society of Japan	1946 – 2022			x
Journal of Vacuum Science and Technology A	1964 – 2022		DCU	2021
Journal of Vacuum Science and Technology B	1964 – 2022		DCU	2021
LIA Conference Proceedings	1982 – 2022			2021
Low Temperature Physics	1997 – 2022		UCD	
Physics of Fluids	1958 – 2022		UCD, TUD	



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Physics of Plasmas	1958 – 2022		UCD	
Physics Today	1948 – 2022		UCD, TUD	x
Review of Scientific Instruments	1930 – 2022		UCD	
Surface Science Spectra	1992 – 2022		DCU	2021
The Journal of Chemical Physics	1933 – 2022		UCD	
The Physics Teacher	1963 – 2022		UCC	2021

: available to all participants *:

available only for institutions with PCA

x: not included in publishing component of agreement at this time **APPENDIX C**



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Read and Publish Privileges

Article Cap	34 Articles
Fees for Articles over the Article Cap (“Overage Fee”)	██████ per article
Eligible Titles	See Appendix B

Publishing Privilege. AIPP shall publish the peer-reviewed articles or other peer-reviewed material up to and including the Article Cap suitable for its journals and subject to AIPP’s editorial standards authored by staff and students registered with the Participating Institutions at the time of the article’s acceptance so that such articles and materials are available without charge under the following conditions:

- The Participating Institution (which must be listed in Appendix A) holds duly licensed, fully paid access to a journal noted as “Publish-Eligible” in Appendix B
- The corresponding author of the article is a current student, researcher, or faculty member of the Participating Institution at the time of article acceptance, as defined in the Agreement;
- The article has the type “primary research article”, “review article”, “perspective article”, or “tutorial article”;
- The acceptance date of the article falls within the Term of this Agreement;
- The author correctly identifies himself/herself as registered staff or student of the Participating Institution as required during the submission process; and
- The corresponding author selects a CC BY license.

If these conditions are not met, the article will be published either as a restricted-access publication available only to subscribers / licensees of AIPP’s program, or as an Open Access (OA) publication if the author chooses to pay the requisite Article Publishing Charges (APC) as posted for each journal of AIPP’s website.

It is the responsibility of both the Licensee and AIPP to inform Licensee’s researchers and authors about the OA process. AIPP will ensure that the relevant information about the OA workflow will be available on the AIPP platform and authors will be informed about the agreement during the submission process. The open access publishing will be the default route for eligible authors under the Agreement.



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AIPP will report to the Licensee quarterly on articles from corresponding authors from Participating Institutions published during the Term.

Overage. For all articles above the Article Cap, at a cost equal to the Overage Fee, AIPP shall publish the peer-reviewed articles or other peer-reviewed material suitable for its journals and subject to AIPP's editorial standards authored by professors, researchers, and others associated with Licensee so that such articles and materials are available without charge to subscribers to AIPP's services. If the fee is not paid and / or the conditions above are not met, the article will not be published OA unless the author chooses to pay the requisite APC, as posted for each journal on AIPP's website.

All rights and privileges granted to Licensee under this Appendix shall terminate with the termination of the Agreement.