



Royal Irish Academy

and

MAYNOOTH UNIVERSITY

LICENSE AGREEMENT

RIA R&P

THIS AGREEMENT is made on the seventh day of December 2020.

BETWEEN:

Royal Irish Academy a learned society and not-for-profit organisation whose principal place of business is at 19 Dawson Street, Dublin 2, D02 HH58.

("Publisher")

AND National University of Ireland Maynooth, Maynooth University, whose principal address is at Maynooth, Co Kildare, Ireland ("Maynooth University"), acting on its own behalf and as non-exclusive agent on behalf of the other Members of the Consortium.

RECITALS

WHEREAS Maynooth University has been appointed by Members of the Consortium, as their non-exclusive agent, to enter into agreements on the Members' behalf for accessing electronic educational and research resources;

AND WHEREAS the Publisher provides access to their current publications of six research journals and the archive of those same journals, including all earlier journal publications of the Academy which is an electronic repository of full text journals.

AND WHEREAS Maynooth University wishes to enter into this Agreement in order for Members of the Consortium to be authorised to access and use the Licensed Material;

AND WHEREAS the parties are desirous to contract on the basis of the terms and conditions of this Agreement.

IT IS AGREED AS FOLLOWS

1 DEFINITIONS

1.1 In this Agreement, the following terms shall have the following meanings:

Authorised Users means an individual who is registered with and authorised by a Member to access its information services (whether on-site or off-site) via Secure Authentication and who is:

- a current student of the Member (including undergraduates and postgraduates) or an alumni of the Member;
- a member of staff of the Member (whether permanent or temporary, including retired members of staff and any teacher who teaches Authorised Users registered in the Republic of Ireland);
- a contractor of the Member; or
- a Walk-In User.

Walk-in Users are persons who are allowed by the Member to access the Member's information services from computer terminals within the physical premises of the Member. For the avoidance of doubt, Walk-In Users may be given access to the Licensed Material by any wireless Secure Network. Walk-in Users are not allowed off-site access to the Licensed Material.

Authentication Information means passwords, user names and any other information necessary to access Licensed Material by means of the Secure Authentication.

Commercial Use means use for the purpose of earning monetary reward or generating profit (whether by or for the Consortium, a Member or its Authorised Users) by means of the sale, resale, loan, transfer, licence, hire or other form of exploitation of the Licensed Material, but, for the avoidance of doubt, excluding:

- use for which the Member is entitled only to be reimbursed its costs (which may include overhead costs); and

- use of the Licensed Material in the course of research funded by a commercial or for-profit organisation.

Consortium	means the group of Members, as set out in SCHEDULE 4: Consortium Members, and which may be updated at the end of the Initial Subscription Period.
Educational Purposes	means education, teaching, tuition, training, instruction, learning, private study and/or research, including distance learning and teaching.
Initial Subscription Period	means the period set out in SCHEDULE 1: Subscription Period and Fee.
Intellectual Property Rights	means any copyright and other intellectual property rights, howsoever arising and in whatever media, whether or not registered or capable of registration, including (without limitation) trade marks, patents, service marks, trade names, database rights, rights in computer software, registered design and any applications or rights to apply for the protection of the registration of these rights and all renewals and extensions thereof throughout the world.
IReL	means the Irish Research eLibrary, a government funded Irish research library.
Licence Fee	means the fee for access to and use of the Licensed Material as set out in SCHEDULE 1: Subscription Period and Fee.
Licensed Material	means the electronic journals subscribed to by a Member under this Agreement and as identified in SCHEDULE 2: Licensed Material.
Material	means the journals or other material on offer from the Publisher as part of this Agreement as listed in SCHEDULE 2: Licensed Material and as may be added to from time to time.

Member	means a university, other educational institution or research organisation that is a member of the Consortium and listed in SCHEDULE 4: Consortium Members, (which may be updated from time to time by written notice by Maynooth University to reflect changes in the membership of the Consortium).
Renewal Period	has the meaning given to it in Clause 9.1.
Secure Authentication	means access to the Licensed Material by Irish Access Management Federation compliant technology (Edugate), Internet Protocol ("IP") ranges or by a username and password provided by the Members; or by another means of authentication agreed between the Publisher and the Members.
Secure Network	means a network which is only accessible to Authorised Users by Secure Authentication.
Subscription Year	means the period of twelve (12) months from the first day of the Initial Subscription Period and each consecutive period of twelve (12) months thereafter during which this Agreement is in force.
Term	means the Initial Subscription Period and any Renewal Period.

1.2 Headings contained in this Agreement are for reference purposes only and shall not be deemed to be an indication of the meaning of the clause to which they relate.

1.3 Where the context so implies, words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.

2 LICENCE GRANT

2.1 The Publisher hereby grants to each Member, subject to and in accordance with the terms of this Agreement, a non-exclusive licence to access and use the Licensed Material and to allow Members and Authorised Users to access

and use the Licensed Material via Secure Authentication for Educational Purposes (the “**Licence**”).

- 2.2 In consideration for the Publisher’s licensing of the Licensed Material pursuant to Clause 2.1, the Members undertake to pay to the Publisher the Licence Fee in accordance with the provisions of Clause 8.

3 PERMITTED USES

- 3.1 Without limitation, this Licence permits each Member for Educational Purposes to:

- 3.1.1 provide Authorised Users with integrated access and an integrated article author, article title and keyword index to the Licensed Material and all other similar material licensed from other publishers;
- 3.1.2 incorporate links to the Licensed Material on a Member’s intranet or other electronic learning website operated by the relevant Member;
- 3.1.3 to supply to another library in the Republic of Ireland (whether by post, fax or, provided the electronic file is deleted immediately after printing, secure electronic transmission), a single document or article from, Licensed Material, and to download such Licensed Material for such purpose;
- 3.1.4 provide single printed or electronic copies of single articles at the request of individual Authorised Users;
- 3.1.5 display, download and print parts of the Licensed Material for the purpose of promoting or testing the Licensed Material, or for training Authorised Users;
- 3.1.6 to convert or adapt Licensed Material into Braille or other formats or forms suitable for providing access to, and use by, Authorised Users with impaired mental and/or physical

abilities and to provide access to such converted or adapted form;

- 3.1.7 allow Authorised Users for Educational Purposes only to:
- (i) access the Licensed Material by Secure Authentication in order to search, browse, retrieve, display and view the Licensed Material;
 - (ii) electronically download, store and save parts of the Licensed Material for the exclusive use of that Authorised User;
 - (iii) print out single copies of parts of the Licensed Material;
 - (iv) incorporate links to the Licensed Material in electronic management systems to be used in the course of instruction and/or virtual learning and/or research environments hosted on a Secure Network.
 - (v) incorporate text extracts from the Licensed Material in printed or electronic form in assignments, portfolios, theses, dissertations and other submissions (“Academic Works”), and to make reproductions of the Academic Works for personal use, library deposit and/or to provide to sponsors of the Academic Works. Authorised Users must specify the source, listing title and author of the extract, title and author of the work, copyright notice, and each publisher of the Licensed Material used in the Academic Works. Any use of images or graphs are subject to the copyright holders’ permission;
 - (vi) publicly display or publicly perform parts of the Licensed Material as part of a presentation at a seminar, conference, or workshop, or other similar event;
 - (vii) save and/or deposit in perpetuity parts of the Licensed Material in electronic repositories operated by IReL or its Members and/or by an Authorised User on a Secure

Network. Access to and use of such repositories shall be limited to Authorised Users; and

- (viii) use the Licensed Material to perform and engage in text or data mining activities for academic research and other Educational Purposes and allow Authorised Users to mount, load and use the results in accordance with this Licence.

4 RESTRICTIONS

4.1 Except where this Agreement states otherwise or as otherwise agreed by the parties, each Member shall not (and shall use reasonable efforts to procure that its Authorised Users shall not):

- 4.1.1 sell or resell the Licensed Material unless the Publisher has given permission in writing to do so;
- 4.1.2 remove, obscure or alter copyright notices, acknowledgements or other means of identification, or disclaimers;
- 4.1.3 alter or adapt the Licensed Material, except to the extent necessary to make it perceptible on a computer screen, or as otherwise allowed in this Agreement. For the avoidance of doubt, no material alteration of the words or their order is allowed;
- 4.1.4 display or distribute any part of the Licensed Material on any electronic network, including the Internet, other than by a Secure Network. For the avoidance of doubt, text mining and data mining output as referred to in Clause 3.1.7(viii) can be displayed and distributed on any electronic network, including the Internet, provided that such output does not contain copies of copyright works owned or licensed to the Publisher;
- 4.1.5 use all or any part of the Licensed Material for any Commercial Use or for any purpose other than Educational Purposes;

- 4.1.6 provide access and/or allow use of the Licensed Material by anyone other than Authorised Users; or
- 4.1.7 provide access to Walk-In Users to the Licensed Material at a location other than the Members' premises (but, for the avoidance of doubt, may provide access on such premises by wireless means).

5 RESPONSIBILITIES OF THE PUBLISHER

5.1 The Publisher agrees to:

- 5.1.1 make the Licensed Material available to the Members and Authorised Users for the duration of the Term;
- 5.1.2 ensure the availability of the Licensed Material 99.98% of the time, 24 hours a day, seven days a week (except when routine maintenance is carried out in which case the Publisher shall provide the Members with seven (7) days advance notice of such work and shall carry out the maintenance at a time that causes least inconvenience to Maynooth University, Members and the Authorised Users), and shall restore access to the Licensed Material as soon as possible after any interruption or suspension to the Licensed Material;
- 5.1.3 provide support to Authorised Users by e-mail or by a telephone help desk, and assist Authorised Users with general enquiries and issues in connection with the Licensed Material, including relating to access, use, functionality and content of the Licensed Material, and shall use reasonable endeavours to resolve any such enquiries and issues promptly;
- 5.1.4 use all reasonable efforts to ensure that the relevant server or servers have adequate capacity and bandwidth to support the usage of the Members and their Authorised Users;

- 5.1.5 use all reasonable efforts to ensure that the Licensed Material does not contain any viruses or other computer programming routines which are intended to damage or detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal data and it shall take all reasonable precautions to ensure that no known viruses for which detection and antidote software is generally available are coded or introduced into the Licensed Material;
 - 5.1.6 make available to the Members electronic product documentation relating to the Licensed Material which is sufficient to enable Authorised Users to have a full and complete understanding of the workings, operation and functionalities of the Licensed Material, and the Members shall be entitled to copy and distribute such documentation, provided such documentation is copied in full and such copies include an acknowledgement of the Publisher as the licensor of the Licensed Material; and
- 5.2 The Publisher reserves the right at any time to withdraw from the Licensed Material any item or part of an item:
- 5.2.1 for which it no longer retains the right to publish and for which the Publisher has been unable to secure the provisions as set out in Clauses 9.8 and 9.9; or
 - 5.2.2 for which the Publisher has reasonable grounds to believe it infringes copyright or other Intellectual Property Rights or is otherwise defamatory, obscene, unlawful or otherwise objectionable.

In the event that the Publisher decides to withdraw any part of the Licensed Material, the Publisher shall give reasonable prior written notice to the Members. If the withdrawn material represents more than five per cent (5%) of the Licensed Material, the Publisher shall promptly refund to the Members on a pro rata basis such part of the Licence Fee as relates to the period after the material is withdrawn,

taking into account the amount of material withdrawn and the length of the Initial Subscription Period and any Renewal Period remaining.

6 RESPONSIBILITIES OF THE PUBLISHER: INFORMATION AND LIBRARY MANAGEMENT STANDARDS

6.1 During the continuance in force of this Agreement, the Publisher shall implement the standards set out in SCHEDULE 3 – Industry Standards and Related Obligations.

7 RESPONSIBILITIES OF THE MEMBERS

7.1 Each Member agrees to:

7.1.1 take all reasonable steps to ensure that only Authorised Users are provided with access to Licensed Material;

7.1.2 provide passwords and other Authentication Information to Authorised Users only and to take reasonable steps to prevent Authorised Users from providing such information to any other person or entity;

7.1.3 provide its Secure Authentication details to the Publisher for the purpose of managing access to the Licensed Material and update those details regularly as agreed by the parties from time to time;

7.1.4 use all reasonable efforts to ensure that all Authorised Users are made aware of the terms upon which they may access the Licensed Material and the potential consequences of failing to adhere to such terms;

7.1.5 use reasonable efforts to monitor compliance with the terms of this Agreement and promptly notify the Publisher, providing full particulars available (to the extent that it is not prohibited by law or contractual obligation from doing so), on becoming aware of any of the following:

- (i) any unauthorised access to or use of the Licensed Material or unauthorised use of Authentication Information; or
- (ii) any act by an Authorised User which breaches the terms of this Agreement.

Upon becoming aware of any such breach, it shall take reasonable steps to investigate such breach for the purpose of ensuring that the relevant activity ceases and preventing any recurrence.

8 LICENCE FEE

- 8.1 The Members will pay the Licence Fee as set out in SCHEDULE 1: Subscription Period and Fee. The Publisher will invoice Maynooth University (acting as agent for the other Members) for the Licence Fee payable either by post or email to the address set out below:

Post: IReL, Maynooth University Library, Co. Kildare, W23 VP22, Ireland

Email: irel@mu.ie

- 8.2 The terms of payments to the Publisher are set out in Schedule 1.

9 TERM AND TERMINATION

- 9.1 The Agreement shall commence on the first day of the Initial Subscription Period and shall continue for the Initial Subscription Period. Thereafter, this Agreement may be renewed by the parties for such further period as they may agree to in writing (the "**Renewal Period**").
- 9.2 Maynooth University (acting as agent on behalf of the Members) or the Publisher may terminate this Agreement without cause by notifying the other party to the agreement, in writing, at least sixty days before the end of the relevant Subscription Year, in which case this Agreement shall terminate upon the expiry of the applicable Subscription Year.
- 9.3 Maynooth University (acting as agent on behalf of the Members) or the Publisher may terminate this Agreement with immediate effect by written notice to the other party if the other party is in material breach of any obligation under

this Agreement and, in the event of a material breach capable of being remedied, fails to remedy the breach within thirty (30) days of receipt of notice in writing of such breach.

9.4 A Member's participation in this Agreement may be terminated with immediate effect by the Publisher on written notice if the Member is in material breach of any obligation under this Agreement and, in the event of a material breach capable of being remedied, fails to remedy the breach within thirty (30) days of receipt of notice in writing of such breach.

9.5 If a Member's participation in this Agreement is terminated then that Member's further rights and obligations under this Agreement shall cease upon the effective date of such termination, but such termination:

9.5.1 shall not prejudice any rights or liabilities of any party in connection with that Member which may have arisen on or before the effective date of such termination; and

9.5.2 shall have no effect on the continuation in force of the Agreement.

9.6 Upon termination of this Agreement (except where a Member's participation in this Agreement is terminated under clause 9.4) the Publisher will provide (at the option of Maynooth University) the Members and Authorised Users with access to and use of the full text of the Licensed Material which was published and paid for within the term of this Agreement and under any preceding agreements (where applicable) between the Publisher and the Members, without charge, by one or more of the following options:

9.6.1 continuing online access to archival copies of the same Licensed Material on the Publisher's server; or

9.6.2 by supplying archival copies of the same Licensed Material to the Members in an electronic medium mutually agreed between the parties; or

9.6.3 supplying archival copies of the same Licensed Material to a central archiving facility operated on behalf of the Members or other archival facility; or

- 9.6.4 granting access to the same Licensed Material through one of the e-journals archiving solutions as listed in SCHEDULE 3 – Industry Standards and Related Obligations.

For the avoidance of doubt, access to and use of archival copies shall be subject to the terms and conditions as set out in Clauses 3 and 4 of this Agreement.

9.7 Members are permitted to:

- 9.7.1 mount the archival copies of the Licensed Material supplied by the Publisher in accordance with Clauses 9.6.1 and 9.6.3;
- 9.7.2 communicate, make available and provide access to such Licensed Material via a Secure Network to Authorised Users in accordance with the terms of this Agreement;
- 9.7.3 make copies of or re-format the Licensed Material contained in the archival copies supplied by the Publisher in any way to ensure their future preservation and accessibility in accordance with this Agreement;

9.8 In the event that ownership of a part or parts of the Licensed Material is sold by the Publisher or otherwise transferred to another publisher, the Publisher will use all reasonable efforts to retain a non-exclusive copy of the volumes published during the term of this Agreement and make them available without charge to Members:

- 9.8.1 through the Publisher's server; or
- 9.8.2 by supplying such material without charge to Members in accordance with the procedure described in Clause 9.6.

9.9 In the event that the Publisher ceases to publish a part or parts of the Licensed Material (including back issues of a title as part of the Licensed Material), the Publisher will:

- 9.9.1 maintain a digital archive of such Licensed Material;
- 9.9.2 make the digital archive available to Members without charge either through the Publisher's server, via a third party

server (including e-journals archiving initiatives as listed in SCHEDULE 3 – Industry Standards and Related Obligations) or by supplying the digital archive to Member without charge in accordance with the procedure described in Clause 9.6.

- 9.10 The archival copies supplied in accordance with Clauses 9.6.1 to 9.6.3 will contain all textual content of the Licensed Material but may not contain all links and other features and functionality associated with the online version available via the Publisher’s server. Access and use of such copies will be free of charge.
- 9.11 On termination of this Agreement by Maynooth University due to a material breach by the Publisher, the Publisher will promptly reimburse Maynooth University such proportion of the Licence Fee as relates to period after termination of the Agreement on a pro rata basis.
- 9.12 Upon termination of this Agreement, copies of parts of the Licensed Material made by Members or Authorised Users may be retained. Such copies may be used after termination of this Agreement subject to the terms of Clauses 3 and 4 of this Agreement, which terms shall survive any termination of this Agreement.

10 ACKNOWLEDGEMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 10.1 Each Member acknowledges that all Intellectual Property Rights in the Licensed Material are the property of the Publisher or duly licensed to the Publisher and that this Agreement does not assign or transfer to any Member any right, title or interest therein except as otherwise set out in this Agreement.
- 10.2 For the avoidance of doubt, the Publisher hereby acknowledges that any Intellectual Property Rights created by a Member as a result of local mounting of the Licensed Material as referred to in Clause 9.7 shall be the property of that Member.
- 10.3 For the avoidance of doubt, the Publisher hereby acknowledges that any Intellectual Property Rights created by Authorised Users as a result of text mining/data mining of the Licensed Material as referred to in Clause 3.1.7(viii)

shall be the property of the relevant Authorised User or its Member, as applicable.

11 REPRESENTATION, WARRANTIES AND INDEMNIFICATION

11.1 The Publisher warrants to the Members that the Licensed Material and all Intellectual Property Rights therein are owned by or licensed to the Publisher and that the Licensed Material used as contemplated in this Agreement shall not infringe any Intellectual Property Rights or other rights of any natural or legal person. The Publisher agrees that the Members shall have no liability and the Publisher will indemnify, defend and hold the Members harmless against any and all damages, liabilities, claims, causes of action, legal fees and costs incurred by any Member in defending against any third party claim of Intellectual Property Rights infringements or threats of claims thereof with respect to the Member's or its Authorised Users' use of the Licensed Material, provided that:

11.1.1 the use of the Licensed Material has been in full compliance with the terms and conditions of this Agreement;

11.1.2 the Member provides the Publisher with prompt notice of any such claim or threat of claim;

11.1.3 the Member co-operates fully with the Publisher in the defence or settlement of such claim; and

11.1.4 the Publisher has sole and complete control over the defence or settlement of such claim.

11.2 The Publisher reserves the right to change the content of all or any part of the Licensed Material (including removal of an entire journal on ceasing to have the right to publish), presentation, user facilities or availability of parts of the Licensed Material and to make changes in any software used to make the Licensed Material available at their sole discretion. The Publisher will give six months' notice to the Members of any substantial change to the Licensed Material.

11.3 Each Member agrees to notify the Publisher immediately and to provide all information available in the event that it becomes aware of any actual or

threatened claims by any third party in connection with any works contained in the Licensed Material and it shall do all things reasonably required to assist the Publisher in such claims, and such Member shall be reimbursed on demand for all expenses incurred in doing so. It is expressly agreed that upon such notification, or if the Publisher becomes aware of such a claim from other sources, the Publisher may remove such work(s) from the Licensed Material. Failure to report knowledge of any actual or threatened claim by any third party shall be deemed a material breach of this Agreement.

11.4 Nothing in this Agreement shall make any Member liable for breach of the terms of this Agreement by any Authorised User provided that it did not cause, knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred.

11.5 Each Member shall have several liability under and in connection with this Agreement.

11.6 Subject to Clause 11.7 or liability for any intellectual property claims, each party's liability for any claim whether in contract, tort (including for negligence or breach of statutory duty howsoever arising), restitution or otherwise, for any loss or damage, arising out of or in connection with this Agreement shall be limited to an amount equal to the total Licence Fee paid and payable under this Agreement during the twelve (12) months immediately preceding the date on which the claim arose in respect of any event or series of connected events provided always that no party shall be liable for:

11.6.1 any special, indirect, incidental, punitive or consequential damages;

11.6.2 loss of direct or indirect profits, business, contracts, revenue or anticipated savings; or

11.6.3 any increased costs or expenses.

11.7 No party limits its liability for:

11.7.1 death or personal injury to the extent it results from its negligence, or that of its employees or agents in the course of their engagement; or

11.7.2 its own fraud or that of its employees or agents in the course of their engagement.

11.8 Save as expressly set out in this Agreement, all other warranties, conditions, representations, statements, terms and provisions, whether express or implied by statute, common law, course of dealings or otherwise, are hereby excluded to the greatest extent permitted by applicable law.

12 FORCE MAJEURE

12.1 A party's failure to perform any term or condition of this Agreement as result of circumstances beyond the control of the relevant party (including without limitation, war, strikes, flood, governmental restrictions, and power, telecommunications or Internet failures or damages to or destruction of any network facilities) ("Force Majeure") shall not be deemed to be, or to give rise to, a breach of this Agreement.

12.2 If a party to this Agreement is prevented or delayed in the performance of any of its obligations under this Agreement by Force Majeure and if such party gives written notice thereof to the other party specifying the matters constituting Force Majeure together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue, then the party in question shall be excused the performance or the punctual performance as the case may be as from the date of such notice for so long as such cause of prevention or delay shall continue.

13 ASSIGNMENT

13.1 Save as permitted under this Agreement, neither this Agreement nor any of the rights and obligations under it may be assigned by a party without obtaining the prior written consent of the other parties; such consent shall not be unreasonably withheld or delayed. In any permitted assignment, the assignor shall procure and ensure that the assignee shall assume all rights and obligations of the assignor under this Agreement and agrees to be bound to all the terms of this Agreement.

14 GOVERNING LAW AND JURISDICTION

- 14.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of the Republic of Ireland.
- 14.2 The parties irrevocably agree that any dispute arising out of or in connection with this Agreement will be subject to and within the jurisdiction of the courts of the Republic of Ireland.

15 DISPUTE RESOLUTION

- 15.1 If any dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it ("Dispute"), the parties shall first attempt to settle it by negotiation. To this end they shall use their respective reasonable endeavours to consult or negotiate with each other in good faith, and recognising their mutual interests, attempt to reach a just and equitable settlement satisfactory to both parties. Negotiations shall be conducted between the Managing Director (or equivalent position) of the Publisher, or its nominated representative, and the current Director of the Consortium, or their nominated representative.
- 15.2 If the dispute cannot be resolved by the parties within one month of being escalated as referred to in Clause 15.1, the dispute may by agreement between the parties be referred to a neutral adviser or mediator (the "Mediator") chosen by agreement between the parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the parties in any further proceedings.
- 15.3 Where the parties agree that a Dispute would best be resolved by the decision of an independent expert, they will use reasonable efforts to agree upon the nature of the expert required, on the appointment of the expert and, with the expert, the terms of his appointment.
- 15.4 Any person to whom a reference is made under Clause 15.3 shall act as expert and not as an arbitrator and his decision (which shall be given by the expert in writing and shall state the reasons for the decision) shall be final and binding on the parties except in the case of manifest error or fraud.

- 15.5 Each party shall provide such expert with such information and documentation as the expert may reasonably require for the purposes of forming his or her decision.
- 15.6 The costs of the expert shall be borne by the parties in such proportions as the expert may determine to be fair and reasonable in all circumstances or, if no determination is made by the expert, by the parties in equal proportions.
- 15.7 Subject to Clause 15.1, except where urgent interim measures are sought, and 15.4, nothing in this Clause 15 shall prevent either party commencing or continuing court proceedings in relation to the Dispute under Clause 14.

16 NOTICES

- 16.1 All notices required to be given under this Agreement shall be given in writing in English and sent by email, courier, registered mail or special delivery to the relevant addressee at its address set out below, or to such other address as may be notified by either party to the other from time to time under this Agreement, and all such notices shall be deemed to have been received three (3) days after the date of posting in the case of special delivery or despatch in the case of courier:

if to the Publisher:

Name of recipient	Managing Editor
	Royal Irish Academy, 19 Dawson Street, Dublin 2
Email address	publications@ria.ie

if to Maynooth University (acting on its own behalf and as agent on behalf of the other Members):

Name of recipient	IReL Manager
Postal address	IReL, Maynooth University Library, Co. Kildare, W23 VP22, Ireland

Email address	irel@mu.ie
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17 GENERAL

- 17.1 This Agreement and its Schedules and Annexes constitute the entire agreement between the parties relating to the Licensed Material and supersede all prior communications, understandings and agreements (whether written or oral) relating to its subject matter and may not be amended or modified except by agreement of both parties in writing.
- 17.2 Termination or expiry of this Agreement shall not affect any party's accrued rights or liabilities or affect the coming into force of any provision which is expressly or intended by implication to come into or continue in force on or after expiration or termination.
- 17.3 The Schedules and Annexes shall have the same force and effect as if expressly set in the body of this Agreement and any reference to this Agreement shall include the Schedules and Annexes.
- 17.4 The invalidity or unenforceability of any provision of this Agreement shall not affect the continuation in force of the remainder of this Agreement.
- 17.5 If the whole or any part of a provision of this Agreement is or becomes illegal, invalid or unenforceable under the law of any jurisdiction, that shall not affect the legality, validity or enforceability under the law of that jurisdiction of the remainder of the provision in question or any other provision of this Agreement and the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
- 17.6 This Agreement is not intended to, and does not, create, a partnership or the relationship of principal and agent or any contract of employment or other legal relationship between any of the parties.
- 17.7 This Agreement may be executed in original counterparts and all the counterparts together constitute the same document. This Agreement shall not be effective until each party has executed and delivered at least one original counterpart.
- 17.8 The rights of the parties arising under this Agreement shall not be waived except in writing. Any waiver of any of a party's rights under this Agreement or of any breach of this Agreement by the other party shall not be construed as a waiver of any other rights or of any other or further breach. Failure by either

party to exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

SCHEDULE 1: Subscription Period and Fee

1. The agreed Initial Subscription Period is:

1 January 2021 – 31 December 2023

2. The Licence Fee for the Initial Subscription Period is:

Subscription Year 1: €24,000 (exclusive of VAT)

Subscription Year 2: €24,000 (exclusive of VAT)

Subscription Year 3: €24,000 (exclusive of VAT)

Such Licence Fee shall fall due and payable by Maynooth University, as agent on behalf of the Members, within 60 days of receipt by Maynooth University of the Publisher's invoice. The Licence Fee is shown exclusive of VAT.

3. Where the Term of this Agreement extends beyond the Initial Subscription Period in accordance with Clause 9, the licence fee for any Renewal Period shall be agreed in writing between the parties.

SCHEDULE 2: Licensed Material

The Material consists of the following:

Current issues of the following journals:

<https://www.ria.ie/eriu>

<https://www.ria.ie/irish-journal-earth-sciences>

<https://www.ria.ie/irish-studies-international-affairs>

<https://www.ria.ie/mathematical-proceedings-royal-irish-academy-0>

<https://www.ria.ie/biology-and-environment>

<https://academic.oup.com/icsidreview/issue>

<https://www.ria.ie/proceedings-royal-irish-academy-archaeology-culture-history-literature>

And accessible via the JSTOR Ireland Collection archive all back issues of same, and earlier journal publications of the Royal Irish Academy:

[Biology and Environment: Proceedings of the Royal Irish Academy](#)1993 – 2020

[Proceedings of the Royal Irish Academy. Section B: Biological, Geological, and Chemical Science](#)1902 – 1992

[Proceedings of the Royal Irish Academy \(1889-1901\)](#)1889 – 1901

[Proceedings of the Royal Irish Academy. Science](#)1870 – 1884

[Proceedings of the Royal Irish Academy. Polite Literature and Antiquities](#)1879

[Proceedings of the Royal Irish Academy \(1836-1869\)](#)1836 – 1866

[Ériu](#)1904 – 2019

[Irish Journal of Earth Sciences](#)1984 – 2020

[Journal of Earth Sciences](#)1978 – 1983

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[Mathematical Proceedings of the Royal Irish Academy](#)1998 – 2020

[Proceedings of the Royal Irish Academy. Section A: Mathematical and Physical Sciences](#)1902 – 1997

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