

DATED

29th September 2020

MICROBIOLOGY SOCIETY

-and-

Maynooth University

**JOURNALS FRAMEWORK AGREEMENT
MICROBIOLOGY SOCIETY JOURNALS PUBLISH & READ**

THIS AGREEMENT is made 29th day of September 2020

BETWEEN: MICROBIOLOGY SOCIETY, a company whose registered office is at 14-16 Meredith Street, London EC1R 0AB (“Publisher”)

AND National University of Ireland Maynooth, Maynooth University acting on behalf of itself and as agent on behalf of the **IReL consortium** members, with an address at IReL, Maynooth, University Library, Co. Kildare, W23 VP22, Ireland (“IReL”)

BACKGROUND

- A. Microbiology Society Journals consist of four hybrid and two fully open access journals. (**“Microbiology Society Journals”**).
- B. Microbiology Society Journals and all intellectual property rights therein are owned by or duly licensed to the Publisher.
- C. The IReL consortium is composed of members, each consortium member being an Institution based in the Republic of Ireland. 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;

IT IS AGREED AS FOLLOWS

1 DEFINITIONS

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

“Calendar Year”	means each year running from 1 January to 31 December.
“Institutions”	means the institutions identified in Schedule 3 (<i>List of institutions</i>).
“Licence”	means the licence, based on the Jisc model licence for journals, negotiated between Maynooth University and the Publisher to be used in connection with the Offer. A copy of the licence is in Schedule 4.
“Licence Fee”	means the “Licence Fee” referred to in the Licence (Schedule 4).
“Material”	means the journals or other materials as listed in Schedule 2, including Metadata relating to the Material

“Metadata”	means textual and other data associated with the Material that describes the creation, content, and context of each part of the Material, such as the name of the Publisher, the name of the copyright owner, subject matter, the date of publication, the location of the digital file and the name, where applicable, of the contributing author (or authors) and other authors.
“Offer”	means the offer as set out in Schedule 1 (<i>Offer</i>).
“Open Access Article”	has the meaning given in Schedule 6 (<i>Open Access provisions</i>).
“Participating Institution”	means an Institution that has accepted the terms and conditions of the Licence, for the Term of the relevant Licence.
“Permitted Use”	has the meaning given in Schedule 4 (<i>Licence</i>).
“Quote”	means the price quotation set out in the Offer provided by the Publisher to Maynooth University for each Institution as set out in Schedule 7 (<i>Agreement Period and Fee</i>).
“Working Day”	means a day other than a Saturday, Sunday or public holiday in England when banks in London are not open for business.

- 1.2 Clause, Schedule and Annex headings shall not affect the interpretation of this Agreement.
- 1.3 The Schedules and Annexes form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to the Agreement includes the Schedules and Annexes.
- 1.4 Where not otherwise defined in Clause 1.1, definitions in Schedule 4 (*Licence*) shall apply equally to this Agreement.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

- 1.7 Any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.8 References to web addresses in this Agreement refer to the current web address, and any updated or replacement content/address.

2 AGREEMENT

- 2.1 In consideration for the Publisher agreeing to provide access to the Material to Participating Institutions on the basis of the Offer and the terms of this Agreement, and to allow its use in accordance with the terms and conditions of the Licence attached in Schedule 4, Maynooth University agrees to promote the benefits of Publish and Read to the Institutions.

3 RESPONSIBILITIES OF THE PUBLISHER

- 3.1 The Publisher agrees to:
- 3.1.1 make the Material available to Participating Institutions in accordance with the Offer as set out in Schedule 1;
 - 3.1.2 provide access to and allow use of the Material in accordance with the provisions of the Licence in Schedule 4;
 - 3.1.3 allow Maynooth University to announce any changes to the Material available to Institutions via the IReL website;
- 3.2 The Publisher agrees to make reasonable efforts to:
- 3.2.1 provide customer support services to the standards as set out and updated from time to time in the Terms & Conditions published on its journal site (<https://www.microbiologyresearch.org/terms-conditions>) to Participating Institutions and their authorised users in accordance with the provisions of the Licence in Schedule 4;
 - 3.2.2 implement the industry standards as set out in, and comply with the terms of Schedule 5;
 - 3.2.3 subject to securing any necessary permissions, licences or consents (including, without limitation, any necessary permissions, licences or

consents in respect of intellectual property rights), and without prejudice to any other means of authentication agreed in writing between the Publisher and Maynooth University.

- 3.2.4 provide Maynooth University annually with a complete list of the Material (including comprehensive title information, structured where possible in the most current KBART format as referred to in Schedule 5, with any amendments highlighted), and of any amendments in comparison to the list of Material as set out in Schedule 2;
- 3.2.5 correct any Metadata promptly on becoming aware of any errors in the same;
- 3.2.6 comply with the requirements of Schedule 6 in relation to Open Access Articles.

4 RESPONSIBILITIES OF Maynooth University

4.1 Maynooth University agrees to:

- 4.1.1 promote and publicise the benefits of Publish and Read to the Institutions;
- 4.1.2 inform the Institutions of the requirement that authors must become the Corresponding Author of an article in order for the benefits of this Agreement to be realised;
- 4.1.3 inform the Institutions of any variation to the Licence;
- 4.1.4 provide a copy of the Licence (Schedule 4) or a link to the Licence to the Institutions and manage agreement to and compliance with its terms; and
- 4.1.5 collect, save and provide details of Participating Institutions to the Publisher on request.

5 TERM AND TERMINATION

- 5.1 The term of this Agreement will commence on 1st January 2021, the Start Date, and this Agreement will remain in full force and effect until 31st December 2023, unless terminated earlier as provided for in this Clause 6.

- 5.2 Either party may terminate this Agreement at any time on notice to the other party if the other party commits a material or persistent breach of any term of this Agreement which breach is irremediable or, if such breach is remediable, fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so.
- 5.3 This Agreement may be terminated by Maynooth University on written notice if the Publisher becomes insolvent, admits insolvency or a general inability to pay its debts as they become due, has appointed a receiver or administrative receiver over it or over any part of its undertaking or assets, passes a resolution for winding up other than a bona fide plan of solvent amalgamation or reconstruction, files a petition for protection under any applicable bankruptcy code, or has filed against it or becomes subject to an insolvency petition in bankruptcy or an order to that effect.
- 5.4 This Agreement may be terminated by either party on sixty (60) days written notice to the other if the Publisher is no longer entitled to grant rights to access and use the Material under the Licence. The Publisher shall within sixty (60) days after the date of such termination reimburse all Participating Institutions a pro rata proportion of their Fees for the unexpired period of their Licence.
- 5.5 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement (including Clauses 5.6 to 14) shall continue in force. For the avoidance of doubt, termination of this Agreement does not terminate any Licence and termination of any Licence does not terminate this Agreement.
- 5.6 Termination of this Agreement shall not affect any right, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry.

6 FORCE MAJEURE

- 6.1 Neither party shall have any liability under or be deemed to be in breach of this Agreement for any failure to perform any term or condition of this Agreement which results from circumstances beyond the reasonable control of such party, including war, strikes, flood, governmental restrictions, power, telecommunications or Internet failures or damage to or destruction of any network facilities not arising from an act or omission of such party or its employees or contractors ("**Force Majeure Event**").

- 6.2 Each party shall promptly notify the other party in writing of any Force Majeure Event which is causing delay or failure in performance of such party's obligations under this Agreement, or will or is likely to do so, including the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under this Agreement, and use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 6.3 Provided it has complied with Clause 6.2, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event ("**Affected Party**"), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 6.4 If a Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 60 (sixty) days, the party not affected by the Force Majeure Event may terminate this Agreement by giving 14 days' written notice to the Affected Party.

7 ASSIGNMENT

- 7.1 Except as permitted under this Agreement, neither this Agreement nor any rights and obligations under it may be sub-contracted, assigned or novated by either party without obtaining the prior written consent of the other party. The Publisher hereby consents to any assignment or novation by Maynooth University to a legal entity set up to perform the obligations and enjoy the benefits of Maynooth University.

8 GOVERNING LAW AND JURISDICTION

- 8.1 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 England and Wales.
- 8.2 The parties irrevocably agree that any dispute arising out of or in connection with this Licence will be subject to and within the jurisdiction of the courts of England and Wales.

9 DISPUTE RESOLUTION

- 9.1 If any dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it ("Dispute"), the parties shall 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 Chief Executive of the Publisher, or its nominated representative, and a nominated representative of Maynooth University.

- 9.2 If the dispute cannot be resolved by the parties within one month of being escalated as referred to in Clause 9.1, 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.
- 9.3 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 their appointment.
- 9.4 Any person to whom a reference is made under Clause 9.3 shall act as expert and not as an arbitrator and their 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.
- 9.5 Each party shall provide such expert with such information and documentation as the expert may reasonably require for the purposes of forming their decision.
- 9.6 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.
- 9.7 Subject to Clause 9.1, except where urgent interim measures are sought, and 9.4, nothing in this Clause 9 shall prevent either party commencing or continuing court proceedings in relation to the Dispute under Clause 8.

10 NOTICES

- 10.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand, by email or by pre-paid first-class post or other next Working Day delivery service at its address set out below, or such other address as may be notified in accordance with this Clause:

if to the Publisher:

Gaynor Redvers-Mutton
Head of Business Development and Sales
Microbiology Society
14-16 Meredith Street
London EC1R 0AB

Email: to both g.redvers-mutton@microbiologysociety.org and
journalsales@microbiologysociety.org

if to Maynooth University :

Aaron Binchy
IReL Officer
Maynooth University Library
Maynooth
Co. Kildare W23 VP22
Ireland

Email to both: aaron.binchy@mu.ie and irel@mu.ie

Any notice or communication shall be deemed to have been received:

- 10.1.1 if delivered by hand, on signature of a delivery receipt; or
- 10.1.2 if sent by pre-paid first-class post or other next Working Day delivery service, at 9.00 am on the second Working Day after posting or at the time recorded by the delivery service; or
- 10.1.3 if sent by email, on delivery of the email (as evidenced by a delivery receipt) if delivered during working hours on a Working Day, and otherwise on the first Working Day following delivery.

10.2 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

11 THIRD PARTY RIGHTS

11.1 Except as expressly provided elsewhere in this Agreement, a person who is not a party to this Agreement is not intended to have any rights to, and shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to, enforce any term of this Agreement.

11.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person and a person

who is not a party to this Agreement shall not be entitled to require their consent to any amendment of this Agreement.

12 GENERAL

- 12.1 This Agreement, its Schedules and Annexes constitute the entire agreement between the parties and supersede all prior communications, promises, assurances, warranties, representations and understandings and agreements (whether written or oral) relating to its subject matter, but without prejudice to any continuing rights and obligations arising under any prior formal licence or licence framework agreements between Maynooth University or any Participating Institution and the Publisher.
- 12.2 This Agreement may not be amended or modified except by agreement of both parties in writing.
- 12.3 Nothing in this Agreement shall be construed to create any relationship of partnership, agency or employment between any of the parties.
- 12.4 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 12.5 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 OFFER

Microbiology Society IReL Transitional Agreement 2021-2023 (Pilot)	Target group HE

Publisher:	Microbiology Society, 14-16 Meredith Street, London EC1R 0AA UK
Product Name:	Microbiology Society Journals Portfolio 'Publish & Read' Transitional Agreement 2021-2023 (Pilot)
Agreement Name:	Microbiology Society IReL Transitional Agreement 2021-2023 (Pilot)
Product Description:	An unlimited 'Publish & Read' transitional Agreement covering the full Microbiology Society portfolio of four hybrid and two full OA journals.

1. Commercial Information

Term: 3 years

Start and End date: 01 January 2021 to 31 December 2023

Eligible Institutions/group: Higher Education only

Compliance with Wellcome Policy via the following route: Transitional Agreement (Pilot). This pilot is designed to ensure 100% OA output for Irish HE sector.

Green Open Access Policy: Authors have a range of options for depositing articles in a subject or institutional repository, see our policy in full here: <https://www.microbiologyresearch.org/about/open-access-policy>

Transitional OA Agreement: 100% Irish HE OA from 1st Jan 2021 through the duration of the IReL agreement as set out in Schedule 7 (*Agreement Period and Fee*).

Licence Fees:

The Microbiology Society's Publish and Read Transitional Agreement is an all-inclusive product. For a set, annual up-front fee participating institutions receive unlimited access to all paywalled content, plus unlimited, immediate open access publishing of the Version of Record for all corresponding authors at participating

institutions under CC-BY licence terms in the Society's (four hybrid and two open access) journals.

Pricing Calculation: Pricing is by quotation by institution and based on current spend. Access is to all titles including titles not currently subscribed to by your institution. There is no limit on the number of articles that may be published open access during the agreement, all publishing fees are included in the fixed price as set out in Schedule 7 (*Agreement Period and Fee*).

Minimum and maximum participation fees:

The minimum fee to participate in this offer is £2000. If current spend is less than £2000, the difference will be added to the fee to bring the price up to £2000.

The product price is capped at £8250. If current spend by any Participating Institution exceeds £8250, a discount will be applied to bring your price down to £8250. A 2% inflationary increase will be applied to these prices in years 2 (2022) and 3 (2023) set out in Schedule 7 (*Agreement Period and Fee*).

The published price for the Microbiology Society Publish & Read institutional package for 2020 is £8500. Details can be found here:

<https://www.microbiologyresearch.org/publish-and-read>.

Therefore, the minimum discount for IReL members opting into the product is 3%

Opt-in participation fee for new Institutions: £2000 minimum fee.

Downgrades / Cancellations / Substitutions / New and transfer titles:

There will be no changes made/allowed to the titles during this pilot agreement

Fee cap/increase per annum (%): 0% in year 1 and 2% in years 2 and 3.
Pricing to be reviewed at the end of the three-year pilot.

Licensed Material on offer

Licensed Material consists of:

Subscription/hybrid titles

Access to paywalled content and unlimited open access publishing

- International Journal of Systematic and Evolutionary Microbiology 1466-5034
- Journal of General Virology 1465-2099
- Journal of Medical Microbiology 1473-5644
- Microbiology 1465-2080

Fully open access titles

Unlimited open access publishing

- Microbial Genomics 2057-5858
- Access Microbiology 2516-8290

Back files / back issues included in the Offer: Access to complete archives to all journals included in the offer. Our current policy (at the time of writing) is to make freely accessible all articles over 12 months old.

2. Business model

Licence duration periods: 1st January 2021 – 31st December 2023

Access: Read access is via Publisher platform: microbiologyresearch.org. Authentication via IP. Open Access publishing workflow is adapted from ESAC guidelines.

Journals post-termination access: Post termination access is granted to all content published in any Licensed Title within the term of the agreement period. E.g. if the institution has access to the full collection during 2021, institutions would maintain access to content published within the full collection for the licensed period (2021) after termination.

Post-termination access fees: Free

Dark Archive: Via Portico and CLOCKSS archives

Quotation: Pricing is by quotation which has been proposed and sent to IReL.

Currency: Sterling

Invoicing: The publisher will invoice Maynooth University directly.

Will VAT be included on the invoice to Maynooth University: No

VAT number: Microbiology Society VAT Reg no. is: GB 200 177223

Schedule 2 MATERIAL

Subscription/hybrid titles

Access to paywalled content and unlimited open access publishing

- International Journal of Systematic and Evolutionary Microbiology (1466-5034)
- Journal of General Virology (1465-2099)
- Journal of Medical Microbiology (1473-5644)
- Microbiology (1465-2080)

Fully open access titles

Unlimited open access publishing

- Microbial Genomics (2057-5858)
- Access Microbiology (2516-8290)

The Publisher shall use reasonable efforts to supply to Maynooth University an updated list of the Material with any changes effective as of 1st January of the following Calendar Year, which shall be verified by Maynooth University.

Schedule 3 LIST OF INSTITUTIONS

Higher education institution members in the Republic of Ireland are eligible as listed below.

Consortium Name	Organisation Number	Account Name
IREL Consortium	O007395	IRISH RESEARCH eLIBRARY
IReL Consortium Institute	O007303	NATIONAL UNIVERSITY OF IRELAND GALWAY
IReL Consortium Institute	O007304	NATIONAL UNIVERSITY OF IRELAND MAYNOOTH
IReL Consortium Institute	O007307	OAK PARK CROPS RESEARCH CENTRE / TEAGASC
IReL Consortium Institute	O007306	ROYAL COLLEGE OF SURGEONS
IReL Consortium Institute	O007256	SCIENCE FOUNDATION IRELAND
IReL Consortium Institute	O007308	TRINITY COLLEGE DUBLIN, THE LIBRARY
IReL Consortium Institute	O007653	UNIVERSITY COLL DUBLIN, MAIN LIBRARY
IReL Consortium Institute	O007394	UNIVERSITY COLLEGE CORK
IReL Consortium Institute	O007397	UNIVERSITY OF LIMERICK, THE LIBRARY
IReL Consortium Institute	O007302	DUBLIN CITY UNIVERSITY
IReL Consortium Institute	O005853	HIGHER EDUCATION AUTHORITY IRELAND
IReL Consortium Institute	O006137	TECHNOLOGICAL UNIVERSITY DUBLIN

This list may be updated from time to time to reflect mergers between Institutions or otherwise.

Schedule 4 LICENCE

JOURNALS LICENCE AGREEMENT FOR MICROBIOLOGY SOCIETY JOURNALS

MICROBIOLOGY SOCIETY, a company having its registered office at 14-16 Meredith Street, London EC1R 0AB, UK (“Publisher”)

OFFERS to you, (the “Institution”), permission to access the Licensed Material and use such material only on the terms and conditions as set out in this Licence.

Maynooth University accepts the license on behalf of itself and the Institutions listed in Schedule 3. Acceptance shall be acceptance of all terms and conditions of this Licence and no variation or counter offer will be accepted by the Publisher. In the event that no or partial compliance is made as to the manner or form described for acceptance, no licence will be granted and this offer is deemed withdrawn.

BACKGROUND

- A. Microbiology Society Journals consist of four hybrid and two fully open access journals. (**“Microbiology Society Journals”**).
- B. Microbiology Society Journals and all intellectual property rights therein are owned by or duly licensed to the Publisher.
- C. The Publisher has agreed with Maynooth University (as defined below) to provide access to and permit use of parts of Microbiology Society Journals selected and ordered by the Institution in accordance with this Licence.
- D. This Licence is based on the PA/Jisc model licence for journals. It offers the rights to access and use the Licensed Material, (Licence Schedule 2, A) along with rights to publish Version of Record (as defined below) articles, immediately open access under CC BY terms in the Publisher's journals (Licence Schedule 2, B)
- E. The Publisher has agreed with Maynooth University in the Microbiology Society Journals Agreement between Maynooth University and the Publisher to use this Licence as the model for any agreement between the Publisher and a Participating Institution, as defined in Microbiology Society Journals Agreement in relation to the Offer.

IT IS AGREED AS FOLLOWS

1 DEFINITIONS

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

“Authentication Information”	means passwords, user names and any other information necessary to access Licensed Material by means of the Secure Authentication.
“Authorised User”	<p>means an individual who is authorised by the Institution to have access to its information services (whether on-site or off-site) via Secure Authentication and who is:</p> <ul style="list-style-type: none">• a current student registered with the Institution (including undergraduates and postgraduates);• an alumnus of the Institution;• a contractor of the Institution; or• a member of staff of the Institution (whether permanent or temporary, including retired members of staff and any teacher who teaches students registered with the Institution); or• without prejudice to Clause 4.2, a Walk-In User
“Calendar Year”	means each year running from 1 January to 31 December.
“Commercial Use”	<p>means use for the purpose of earning monetary reward or generating profit (whether by or for the Institution or an Authorised User) 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:</p> <ul style="list-style-type: none">• use for which the Institution 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.
“Continuing Access Rights”	means the access and licence rights set out in Clause 2.1.2 (in respect of Continuing Licensed Material).

“Continuing Licensed Content”	means the Licensed Content in respect of which the Institution shall have Continuing Access Rights, as identified as such in Clause 13.
“Continuing Licensed Material”	means the Continuing Licensed Content and all Metadata relating to Continuing Licensed Content.
“Continuing Use Period”	means the indefinite period immediately following the expiry of the relevant Participation Period (including following the Term of this Licence) during which the Institution and Authorised Users are permitted to access and use the Continuing Licensed Material.
“Corresponding Authors”	means authors who act in the capacity of corresponding author of an article published in a Licensed Title
“Current Access Rights”	means the access and use rights applicable during the Participation Period, in respect of any Licensed Content, set out in Clause 2.1.1 .
“Data Protection Laws”	means the Data Protection Act 1998, the General Data Protection Regulation 2018, the Data Protection Act 2018 and any other law applicable to the UK relating to the protection of personal data and the privacy of individuals, including where applicable guidance and codes of practice issued by the Information Commissioner.
“Educational Purposes”	means education, teaching, tuition, training, instruction, learning, private study and/or research, including distance learning and teaching.
"Eligible Author"	means a current member of staff or student of an Eligible Body who acts as Corresponding Author of an article accepted in a Licensed Title.
“Eligible Body”	means further and higher education institutions and research councils in Ireland as listed in Schedule 1.
“IReL”	means IReL: the Irish Research e-Library, operating from Maynooth University Library, Maynooth, Co. Kildare, W23 VP22, Ireland.
“Licensed Content”	means those articles or other parts of a Licensed Title which form part of the content licensed in accordance with the Order (including all content published during the Participation Period or other period specified in the Order to which access and use rights are granted under this Licence, and including all Previously Subscribed Material).

“Licensed Material”	means the Licensed Content (eg published articles) forming part of the content of the Licensed Titles and all Metadata relating to Licensed Titles and Licensed Content.
“Licensed Titles”	means the titles listed in Licence Schedule 2.
“Metadata”	means textual and other data associated with the Licensed Titles and/or Licensed Content that describes the creation, content, and context of each part of the Licensed Titles or Licensed Content, such as the name of the Publisher, the name of the copyright owner, subject matter, the date of publication, the location of the digital file, and in relation to Licensed Content, additionally the name of the contributing author (or authors) and other authors.
“Mount”	means to copy to or install on a computer, computer network or system.
“Open Access Article”	means an article or other published content by an Eligible Author that is accessible, on an open access basis under CC BY terms.
“Participation Period”	means the period from the Start Date until the expiry date.
“Participation Year”	means the period from the Start Date until the expiry of the first Calendar Year, and each subsequent Calendar Year thereafter during the Participation Period.
“Permitted Use”	means use in accordance with Clause 3 subject to the restrictions in Clause 4.
“Personal Data”	means personal data as defined in the Data Protection Laws.
“Previously Subscribed Material”	means the journal titles subscribed to by the Institution under any previous or predecessor licence for Microbiology Society Journals.
“Prohibited Act”	means, directly or indirectly (a) to offer, promise or give any person working for or engaged by any party to the Licence a financial or other advantage to: (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Licence; (c)

	committing any offence: (i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); (ii) under legislation or common law concerning fraudulent acts; (iii) defrauding, attempting to defraud or conspiring to defraud; (d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK.
“Publisher Platform”	means the computing platform operated by or on behalf of the Publisher, including a cloud or virtual platform, on which the Licensed Material is hosted and can be accessed.
“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 or virtual network which or the relevant functionality of which is only accessible to Authorised Users by Secure Authentication.
“Start Date”	means the start date as specified in the Agreement between the Publisher and Maynooth University.
“Term”	means the term of this Licence in accordance with Clause 15.
“Version of Record”	means the final typeset and edited version of the article published in a journal.
“Walk-In Users”	means individuals, who are not otherwise Authorised Users, who are allowed by the Institution to access its information services from computer terminals or by other means (including wirelessly), from within the physical premises of the Institution.
“Working Day”	means a day other than a Saturday, Sunday or public holiday in England when banks in London are not open for business.

- 1.2 Clause, Schedule and Annex headings shall not affect the interpretation of this Licence.
- 1.3 The Schedules and Annexes form part of this Licence and shall have effect as if set out in full in the body of this Licence. Any reference to this Licence includes the Licence Schedules and Licence Annexes.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.

- 1.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.6 A reference to writing or written includes email.
- 1.7 Any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words term preceding those terms.
- 1.8 References to web addresses in this Licence refer to the current web address, and any updated or replacement content/address.

PART 1: LICENCE TERMS FOR ACCESS AND USE OF THE LICENSED MATERIAL

2 LICENCE GRANT

- 2.1 The Publisher hereby grants to the Institution:
- 2.1.1 a non-exclusive, non-transferable right and licence for the Participation Period:
- (i) to access and make Permitted Use of the Licensed Material; and
 - (ii) to permit Authorised Users to access and make Permitted Use of the Licensed Material; and
- 2.1.2 in respect of Continuing Licensed Material (if any), a perpetual, irrevocable, non-exclusive rights and licence:
- (i) to access and make Permitted Use of the Continuing Licensed Material; and
 - (ii) to permit Authorised Users to access and make Permitted Use of the Continuing Licensed Material.
- 2.2 Except as expressly provided in this Licence, such access shall be on the Publisher Platform through Secure Authentication.

3 PERMITTED USES

- 3.1 The Institution shall be entitled, for Educational Purposes only:
- 3.1.1 to Mount and use Metadata in bespoke or commercially available library information systems to manage library operations, including combining such Metadata with metadata from other sources and/or relating to other materials, and downloading,

printing, communicating, displaying, supplying for use by others, and providing public access to the same;

- 3.1.2 to communicate, perform, display, download and print parts of, or extracts from, Licensed Content,
- 3.1.3 to provide Authorised Users with access to the Licensed Content for Educational Purposes via a Secure Network for the purposes set out in Clause 3.2;
- 3.1.4 to display, download and print the whole of, or parts of, or extracts from, Licensed Content for the purpose of promoting or testing, and training in the use of the Licensed Material;
- 3.1.5 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 for the purposes of this Clause 3;
- 3.1.6 to supply to another library in Ireland (whether by post, fax or, provided the electronic file is deleted immediately after printing, secure electronic transmission), a single copy of the whole of, or parts of or extracts from, Licensed Content, and to download such Licensed Content for such purpose;
- 3.1.7 to provide single printed or electronic copies of individual articles or other parts of Licensed Content to individual Authorised Users, at their request, for Educational Purposes;
- 3.1.8 to make and distribute copies of training, teaching or course material reproducing parts of Licensed Content, as may be required by the Institution for the purpose of using the Licensed Material in accordance with Clause 3.2; and
- 3.1.9 to provide access to and permit use, in accordance with this Licence of, any archived copies of the Licensed Material made in accordance with Licence Schedule 3 (1(b)) and/or 3 (1(c)), if and for so long as the Publisher so fails to provide such access; and if no such archived copies are maintained, to make and supply to a reasonably agreed recognised secure repository a copy of the Licensed Material in electronic form, for the sole purpose of the repository retaining the same for use by the Institution and its Authorised Users (without prejudice to any other purpose for which the repository may be permitted by the Publisher to retain the same).

- 3.2 The Institution shall be entitled to permit Authorised Users, for Educational Purposes only:

- 3.2.1 to access the Licensed Material by Secure Authentication in order to search, retrieve, display and view the Licensed Material;
- 3.2.2 to copy and paste, download, print and save electronic or print copies of parts of or extracts from Licensed Material, for individual use or for use in tutorials or study groups;
- 3.2.3 to copy and paste, download, print, save, convert or adapt copies or parts of or extracts from Licensed Material for the purposes of criticism, review, caricature, parody or pastiche. 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 such ways unless this would not be possible for reasons of practicality or otherwise;
- 3.2.4 to mark-up or comment (electronically or otherwise) parts of Licensed Material (including by tagging, highlighting paragraphs and sentences, bookmarking, inserting hyperlinks, exporting references, and writing personal commentary, and saving the same);
- 3.2.5 to convert or adapt Licensed Material into formats or forms suitable for providing access to, and use by, Authorised Users with impaired mental and/or physical abilities and to make copies of such converted or adapted Licensed Material for use in accordance with this Clause 3.2;
- 3.2.6 to incorporate parts of or extracts from the Licensed Content 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 Content used in the Academic Works;
- 3.2.7 to incorporate parts of or extracts from the Licensed Material in electronic or printed course packs or management systems to be used in the course of instruction and/or virtual learning and/or research environments hosted on a Secure Network. Authorised Users must specify the title and copyright owner of the Licensed Material used in the course packs;
- 3.2.8 to display publicly, communicate to the public or perform in public parts of the Licensed Material as part of a presentation at a seminar, conference, or workshop, or other similar event. 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 such ways;

- 3.2.9 to save and/or deposit in perpetuity parts of the Licensed Material in electronic repositories on a Secure Network operated by the Institution, access to and use of which is limited to Authorised Users;
- 3.2.10 to download and make copies of the whole or any parts of the Licensed Material for the purposes of, and to perform and engage in computational analysis (including text and data mining) using the Licensed Material for the purpose of research and other Educational Purposes but not for Commercial Use, and to permit Authorised Users to distribute and display and otherwise use (publicly or otherwise), other than for Commercial Use, the results, provided that such results do not reproduce the whole or a substantial part of any Licensed Content. Copies of Licensed Content made under this Clause 3.2.10 shall be deleted promptly after the computational analysis has been completed;
- 3.2.11 to download Licensed Material in whole or in part for the Authorised User's personal Educational Purposes onto personal computing devices including tablets, e-book readers and laptops, and stand-alone computers, without any limit in number. The Publisher makes no warranty as to the suitability of any Licensed Material for use on such devices; and
- 3.2.12 to provide access to, communicate to, and share material resulting from any use under this Clause 3.2 with other Authorised Users for their use in accordance with this Licence.
- 3.3 The provisions of this Licence are without limitation to the rights of the Institution or Authorised Users to do any act permitted under the Copyright, Design and Patents Act 1988, including Chapter III (*Acts Permitted in relation to Copyright Works*) or permitted under any CC-BY or other open access licence applicable to the Licensed Material or otherwise which, apart from the rights granted under this Licence, would not infringe the intellectual property rights in the Licensed Material and, notwithstanding any provision of this Licence, the Institution and Authorised Users shall remain entitled to do any such acts.
- 3.4 Unless expressly set out in this Clause 3, or in relation to specific Licensed Content or specific Permitted Uses in the Offer, there shall be no limit on the number of Authorised Users to which this Licence (including Clause 3.1 and Clause 3.2) applies.

4 RESTRICTIONS

- 4.1 Except where this Licence provides otherwise, the Institution shall not, and shall not grant an Authorised User the right to:

- 4.1.1 sell, resell, or sub-license the Licensed Material, in whole or in part, 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, other than Metadata;
 - 4.1.3 alter or adapt the Licensed Material (other than Metadata), including any alteration of the words of Licensed Content or their order, except to the extent necessary to make it perceptible on a computer screen;
 - 4.1.4 display or distribute any part of the Licensed Material (other than Metadata) on any electronic network, including the internet, other than on a Secure Network;
 - 4.1.5 make any Commercial Use of the Licensed Material (in whole or in part);
 - 4.1.6 use the Licensed Materials (in whole or in part) other than for Educational Purposes;
 - 4.1.7 provide access to and/or permit use of the Licensed Content by anyone, or transmit any part of the Licensed Material (other than Metadata) by any means to anyone, other than an Authorised User.
- 4.2 The Institution shall not provide access to Walk-In Users to the Licensed Content at a location other than the Institution's premises (but, for the avoidance of doubt, may provide access on such premises by wireless means).
- 4.3 The restrictions in this Clause 4 are subject to Clause 3.3 (*Acts permitted by legislation or other rights in relation to copyright works*).

5 RESPONSIBILITIES OF THE PUBLISHER

- 5.1 The Publisher shall:
- 5.1.1 during the Participation Period make the Licensed Material; and
 - 5.1.2 during the Continuing Use Period, subject to Clauses 13.2 and 13.5, make the Continuing Licensed Material
- available through the Publisher Platform to the Institution and Authorised Users for access, download and Permitted Use.
- 5.2 During the Participation Period and, subject to Clause 13, during the Continuing Use Period, the Publisher shall at all times:

- 5.2.1 use all reasonable efforts to ensure that the Publisher Platform or relevant server or servers have adequate capacity and bandwidth to support the usage of the Institution; and
 - 5.2.2 use all reasonable efforts to make the Licensed Material available to the Institution and Authorised Users 24 hours a day (except when routine maintenance is carried out), and to restore access to the Licensed Material as soon as possible after any interruption or suspension of the service;
- 5.3 During the Participation Period, the Publisher, in respect of the Licensed Material made available under Clause 5.1:
 - 5.3.1 shall not, without the agreement of the Institution, such agreement not to be unreasonably withheld, implement any digital rights management technologies or access management technologies which have a material adverse impact on the performance or usability of the Licensed Material in accordance with this Licence or on the exercise by the Institution of its rights under this Licence, for example by repeatedly requiring an Authorised User to provide active confirmation in relation to their use of or access to the Licensed Material, which impair the usability of DOIs or other links, or which require the downloading of software onto any platform used for accessing or using the Licensed Material;
 - 5.3.2 shall use reasonable efforts to provide support to Authorised Users by e-mail or by a telephone help desk, and assist Authorised Users with general enquiries in connection with the Licensed Material, including relating to access, use, functionality and content of the Licensed Material, and shall use reasonable endeavours to answer any such query within 24 hours of such query being made;
 - 5.3.3 shall provide to the Institution electronic product documentation relating to the Licensed Material which is reasonably sufficient to enable Authorised Users to access and make use of the Licensed Material, which the Institution shall be entitled to copy and distribute, provided such documents are copied in full and such copies include an acknowledgement of the Publisher as the licensor of the Licensed Material;
 - 5.3.4 shall notify the Institution of any Licensed Material that is Open Access Material.
- 5.4 During the Continuing Use Period, the Publisher in respect of the Continuing Licensed Material made available under Clause 5.1.2 shall not implement any digital rights management technologies.

Withdrawal of publications

- 5.5 The Publisher reserves the right at any time to withdraw from the Licensed Material any Licensed Material (including any Licensed Title or Licensed Content or part of Licensed Content) ("**Withdrawn Material**"):
- 5.5.1 which the Publisher is no longer entitled to publish; or
 - 5.5.2 which the Publisher has reasonable grounds to believe infringes copyright or is unlawful.
- 5.6 The Publisher shall promptly give written notice of such withdrawal to the Institution.
- 5.7 Subject to Clause 5.6, if the Withdrawn Material represents more than five per cent (5%) of the Licensed Material then the Publisher shall, at the Institution's option:
- 5.7.1 reimburse such part of the Licence Fee attributable to the Withdrawn Material in respect of the period up to the date of withdrawal as is reasonable in the circumstances having regard to the use made of that material compared with other Licensed Material the subject of this Licence; and reduce the Licence Fee attributable to the period following the date of such withdrawal by such amount as is reasonably attributable to the Withdrawn Material in respect of such remaining period; or
 - 5.7.2 if possible, provide a substitute for the Withdrawn Material acceptable to the Institution.
- 5.8 If, in the Institution's reasonable opinion, the withdrawal of the Withdrawn Material results in all Licensed Material which is the subject of this Licence, or any collection of Licensed Materials which are licensed as a collection under this Licence, or any Licensed Title no longer being useful to the Institution or the Authorised Users, the Institution may, by notice to the Publisher, terminate this Licence to all the Licensed Material, or its application to such collection, or Licensed Title as the case may be, with immediate effect. In such case the Publisher shall, within sixty (60) days after the date of such notice, reimburse to the Institution such part of the Licence Fee as is reasonably attributable to the Licensed Material for period following such withdrawal, or in the case of a collection or Licensed Title, reasonably attributable to the collection or Licensed Title for such period following such withdrawal.

6 RESPONSIBILITIES OF THE PUBLISHER: AUTHORISED USERS

- 6.1 The Publisher shall not require Authorised Users to enter into an end user licence agreement or other terms and conditions of use in connection with their access to or use of the Licensed Material under this Licence or otherwise impose any restrictions on an Authorised User's use of the Licensed Material other than provided in this Licence. No such end user licence agreement or terms or conditions or restrictions sought to be imposed shall be of any effect; provided that, where

the licence the Publisher has in relation to specific Licensed Content has more restricted rights than Permitted Use, it shall make that clear in the Offer and in the Metadata for the Licensed Title or Licensed Content and notify the Authorised User on access to the Licensed Content.

- 6.2 The Publisher shall not, and shall not seek to, collect Personal Data in relation to any Authorised User other than as is reasonably and properly required for the administration of this Licence, and shall fully comply with its obligations under the applicable Data Protection Laws in relation to the collection, use and retention, and any other processing of any such Personal Data.

7 RESPONSIBILITIES OF THE PUBLISHER: INFORMATION AND LIBRARY MANAGEMENT STANDARDS

- 7.1 During the Participation Period, the Publisher shall use reasonable efforts to implement the standards and other provisions of Licence Schedule 3.

8 RESPONSIBILITIES OF INSTITUTION

- 8.1 The Institution shall:
- 8.1.1 provide passwords and other confidential Authentication Information only to Authorised Users and take reasonable steps to prevent Authorised Users from providing such Authentication Information to anyone else;
 - 8.1.2 provide to the Publisher lists of valid IP addresses for the purpose of managing access to the Licensed Material and update those lists regularly as agreed by the parties from time to time;
 - 8.1.3 use reasonable efforts to ensure that only Authorised Users are permitted access to the Licensed Material;
 - 8.1.4 inform the Authorised Users about the conditions of use of the Licensed Material provided for in this Licence and to the extent that such terms apply to them, use reasonable efforts to ensure that all Authorised Users are made aware of and undertake to abide by the terms of this Licence; and
 - 8.1.5 configure the computer system through which the Licensed Material used by the Institution and Authorised Users, and put in place procedures, in accordance with reasonably appropriate accepted standards, for the purpose of preventing access to the Licensed Material by any person other than an Authorised User.
- 8.2 The Institution shall use reasonable efforts to monitor compliance with the terms of this Licence and shall promptly notify the Publisher, providing full particulars (to the extent that it is not prohibited by law or contractual obligation from doing so), on becoming aware of any of the following:

- 8.2.1 any unauthorised access to or use of the Licensed Material or unauthorised use of Authentication Information; or
- 8.2.2 any act by an Authorised User which gives rise to a breach of this Licence.
- 8.3 As soon as the Institution is aware of any breach of the terms of this Licence, the Institution shall:
 - 8.3.1 take reasonable steps to investigate such breach for the purpose of ensuring that the relevant activity ceases and preventing any recurrence; and
 - 8.3.2 if the Institution considers this appropriate, take steps against the individual concerned in accordance with the Institution's disciplinary procedure

but the Institution shall not have any other liability for any breach relating to the security of the Secure Network or use by Authorised Users of any Licensed Material.

PART 2 : RIGHTS TO PUBLISH OPEN ACCESS MATERIAL

9 OPEN ACCESS PUBLISHING

- 9.1 The Publisher agrees to permit Eligible Authors to publish accepted articles in the Licensed Titles on the basis of the terms of this Licence

10 RESPONSIBILITIES OF THE PUBLISHER

- 10.1 The Publisher agrees to publish Open Access Articles, under the following conditions:
 - 10.1.1 all Open Access Articles shall be:
 - (i) made immediately Open Access, as the Version of Record in a Licensed Title on the Publisher website with no embargo period;
 - (ii) published under the terms of the CC-BY licence;
 - (iii) deposited by the Publisher on acceptance in PubMed Central.
- 10.2 The Publisher will provide the Institution (either directly or via Maynooth University) with a report every six months detailing the Articles published by an Eligible Body, containing the following information:
 - (i) Journal Title
 - (ii) Article Title
 - (iii) Corresponding Author

- (iv) Institution Name
- (v) DOI
- (vi) OA Status

11 RESPONSIBILITIES OF THE INSTITUTION

- 11.1 The Institution agrees to inform Eligible Authors that this Licence is in place and that their articles will be made Open Access Articles on acceptance in the Licensed Titles.
- 11.2 The Institution understands that the Publisher identifies Eligible Authors through their use of an email address associated with the institution's email domain, and at the moment of publication, the corresponding author's affiliation must match that of the Eligible Body. Requests from authors who claim eligibility for open access publishing under this licence but who do not use an institutional email domain, will be referred to the Eligible Body for verification. In the absence of a real-time author verification process, the Eligible Body reserves the right to question author eligibility post publication. In such an event, the parties agree to decide a reasonable and suitable course of action on a case-by-case basis.
- 11.3 The Institution shall use all reasonable efforts to make its authors aware that to become Eligible Authors and for the Institution therefore to benefit most from the Agreement, they should be prepared to take on the responsibilities of Corresponding Author.

12 EDITORIAL INDEPENDENCE

- 12.1 All parties acknowledge that while the Institution has financial obligations toward the Publisher, that the Institution is in no way involved with the editorial process.
- 12.2 Nothing herein contained shall oblige the Publisher to publish any article submitted to the Publisher by an Eligible Author. The Institution acknowledges that the selection of material to be published on the Publisher Platform is entirely at the discretion of the Publisher. The Institution waives any claim it may have against the Publisher in the event that the Publisher refuses or declines to publish any material (or part thereof) submitted by an Eligible Author.

13 PART 3: GENERAL TERMS CONTINUING LICENSED MATERIAL

- 13.1 The Institution shall have Continuing Access Rights in respect of:
 - 13.1.1 all Licensed Content published in any Licensed Title during the Participation Period;

- 13.1.2 all other Licensed Content published in any Licensed Title to which archival or continuing access rights apply; and
 - 13.1.3 all Previously Subscribed Material.
- 13.2 No later than the end of the Participation Period or other termination or expiry of this Licence, the Publisher shall make the Continuing Licensed Material (including Continuing Licensed Content) available for access and Permitted Use by the Institution and its Authorised Users without charge, at the Institution's option by:
- 13.2.1 by means of the Publisher Platform; or
 - 13.2.2 on a third-party archive platform in accordance with paragraph 1(c) of Licence Schedule 3, reasonably agreed with the Institution, full details (including sufficient authority and information to access the same) of which the Publisher shall have provided to the Institution; or
 - 13.2.3 otherwise within five Working Days after the date of such notice at any time, by providing to the Institution the electronic copies in reasonably agreed industry standard format of the Continuing Licensed Material.

The Institution may give notice to the Publisher from time to time which option it elects at that time, and, subject to Clause 13.5, the Publisher will promptly give effect to that election.

- 13.3 Continuing Licensed Content made available under Clauses 13.2.2 or 13.2.3 may omit additional online features not provided with the print versions of such content.
- 13.4 On receipt by the Institution of copies of the Continuing Licensed Material under Clause 13.2.3, the Institution shall be entitled, for the Continuing Use Period, to:
 - 13.4.1 Mount the Continuing Licensed Material on a Secure Network operated by or on behalf of the Institution for the purposes set out in Clause 2.1.2; and
 - 13.4.2 make such copies of, and/or re-format, the Continuing Licensed Material to ensure that access and Permitted Use of the Continuing Licensed Material can continue uninterrupted throughout the Continuing Use Period.
- 13.5 If the Publisher gives written notice that it will no longer provide access on the Publisher Platform in accordance with Clause 13.2.1, or on an alternative archive platform in accordance with 13.2.2, the Publisher shall continue to make the Continuing Licensed Material available by means of the Publisher Platform until the earlier of (a) the expiry of 30 Working Days after the date of any notice or (b) written notice by the Institution that it no longer requires the Publisher to make the Continuing Licensed Material available by means of the Publisher Platform.

- 13.6 At the start of the Continuing Use Period the Publisher shall provide the Institution with a list confirming all Continuing Licensed Content and all Continuing Licensed Material.

14 FEES AND PAYMENT

- 14.1 All sums specified under this Licence and any extensions thereof will be paid by Maynooth University on behalf of the Institution.

15 TERM AND TERMINATION

- 15.1 Subject to Clauses 15.2 to 15.4 this Licence shall commence upon the Start Date, and shall continue, unless terminated earlier in accordance with this Clause 15, until the expiry of the Participation Period as set out in Schedule 7 (*Agreement Period and Fee*).

- 15.2 Without affecting any other right or remedy available to it, either party may terminate this Licence with immediate effect by giving written notice to the other party if:

15.2.1 the other party becomes insolvent, admits insolvency or a general inability to pay its debts as they become due, has appointed a receiver or administrative receiver over it or over any part of its undertaking or assets, passes a resolution for winding up other than a bona fide plan of solvent amalgamation or reconstruction, files a petition for protection under any applicable bankruptcy code, or has filed against it or becomes subject to an insolvency petition in bankruptcy or an order to that effect;

15.2.2 the other party commits a material or persistent breach of any term of this Licence which breach is irremediable or, if such breach is remediable, fails to remedy that breach within a period of sixty (60) days after being notified in writing to do so.

- 15.3 Without affecting any other right or remedy available to it, the Institution may terminate this Licence with immediate effect by giving written notice to the Publisher if the Publisher:

15.3.1 has committed a breach of Clause 5 and fails remedy that breach within a period of sixty (60) days after being notified in writing to do so; or

15.3.2 is no longer entitled to make the Licensed Material available for access and Permitted Use by the Institution and Authorised Users.

- 15.4 Without affecting any other right or remedy available to it, the Publisher may terminate this Licence with immediate effect by giving written notice to the Institution if the Institution:

15.4.1 fails to pay any undisputed amount due under this Licence on the due date for payment and remains in default for not less than sixty (60) days after being notified in writing to make such payment;

- 15.4.2 wilfully and repeatedly infringes, or wilfully permits Authorised Users repeatedly to infringe, the copyright in the Licensed Material; or
 - 15.4.3 has committed a breach of Clause 4 (*Restrictions*) or Clause 8.1 (*Responsibility of Institution*) and fails remedy that breach within a period of sixty (60) days after being notified in writing to do so.
- 15.5 For the avoidance of doubt the Institution shall not be deemed to be in breach of this Licence on the grounds that an act of an Authorised User, if carried out by the Institution, would have been a breach of this Licence, without prejudice to any express obligations applicable to the Institution under this Licence.

16 CONSEQUENCES OF TERMINATION

- 16.1 On expiry or termination of this Licence for any reason and subject to any express provisions set out elsewhere in this Licence (including Clauses 2.1.2 (*Licence Grant/Continuing Licensed Material*) and 13 (*Continuing Licensed Material*)):

- 16.1.1 all rights and licences granted pursuant to this Licence shall cease and the Institution shall cease to access and use, and permit access to and use of, the Licensed Material; and
- 16.1.2 the Publisher shall cease to make available Licensed Material for access and use by the Institution and Authorised Users

provided that the Institution may retain and use, and permit the use of, Metadata, and that copies of parts of the Licensed Material made by the Institution or Authorised Users in accordance with this Licence may be retained, subject to the terms of Clauses 3 and 4 to the extent that these are applicable.

- 16.2 On any termination by the Institution under Clause 15.3 or Clause 15.4 the Publisher shall reimburse such part of the Licence Fee which has been paid by the Institution and is in respect of any remaining part of the Participation Period.
- 16.3 Any provision of this Licence that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Licence (including Clauses 2.1.2, 2.2, 4, 5.1.2, 5.2, 5.5 to 5.8, 6, 8, 9, and 16 to 26) shall continue in force.
- 16.4 Termination or expiry of this Licence shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Licence which existed at or before the date of termination or expiry.

17 ACKNOWLEDGEMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 17.1 Subject to Clause 17.2, the Institution acknowledges that all copyright in the Licensed Material are the exclusive property of the Publisher or its licensors and that this Licence does not assign or transfer to the Institution any right, title or interest in such copyright except for the right to access and use the Licensed Material in accordance with the terms and conditions of this Licence.
- 17.2 The Publisher hereby acknowledges that any copyright and database rights arising from any computational analysis (including any text mining/data mining) of the Licensed Material referred to in Clause 3.2.10 shall, as between the Institution and Authorised User on the one hand, and the Publisher (and any licensor of the Publisher or other rights holder in the Licensed Materials), on the other, be the property of the relevant Authorised Users or the Institution, as the case may be.
- 17.3 For the avoidance of doubt, the Publisher hereby acknowledges that any database rights created by the Institution as a result of exercising any rights in relation to Metadata under Clause 3.1.1 or Mounting the Licensed Material as referred to in Clause 13.4 shall be the property of the Institution.

18 REPRESENTATION, WARRANTIES AND INDEMNITIES

- 18.1 The Publisher warrants to the Institution that:
- 18.1.1 all intellectual property rights in the Licensed Material are owned by or validly licensed to the Publisher and that the Permitted Use of the Licensed Material will not infringe any intellectual property of any person; and
- 18.1.2 the content of the Licensed Material is not unlawful.
- 18.2 The Publisher shall indemnify the Institution (for itself and for the benefit of any Authorised Users) against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and reasonable legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Institution or Authorised Users arising out of or in connection with any claim by or action brought by any third party that the access and Permitted Use by the Institution or by any Authorised User in accordance with this Licence infringes the intellectual property rights of that third party.
- 18.3 In relation to any claim made or action brought to which Clause 18.2 applies, the Institution shall:
- 18.3.1 promptly give the Publisher written notice;
- 18.3.2 give the Publisher immediate and complete control of the defence and settlement of such claim provided that the Publisher gives the Institution reasonable security in

respect of any liability the Institution may have in respect of such claim or action and any indemnity to which the Institution may be entitled under Clause 18.2; and

- 18.3.3 give the Publisher all reasonable assistance with the defence and settlement of such claim.
- 18.4 The indemnity in Clause 18.2 will not apply to the extent that the relevant claim arises as a result of any change, alteration or amendment in any way to any Licensed Material by the Institution or any Authorised User.
- 18.5 While the Publisher has no reason to believe that there are any inaccuracies or defects in the information contained in the Licensed Material the Publisher makes no representation and gives no warranty, express or implied, with regard to the information contained in or in any part of the Licensed Material including the fitness of such information or part for any purposes whatsoever and, subject to Clauses 18.2 the Publisher accepts no liability for loss suffered or incurred by the Institution or Authorised Users as a result of their reliance on the Licensed Material.
- 18.6 In relation to any claim or action referred to in Clause 18.2, or any other claim by a third party of which the Institution becomes aware, that the access to or use of any Licensed Material infringes any copyright, the Publisher may at its option and expense, and on written notice to the Institution (and without prejudice to the Institution's rights under Clause 5.6 (*Withdrawing Material*) or Clause 18.2 (*Infringement Indemnity*), remove such Licensed Material from the Licensed Material or obtain for the Institution the right to continue accessing and using such Licensed Material in accordance with this Licence.
- 18.7 Nothing in this Licence shall make the Institution liable for any act by any Authorised User which gives rise to a breach of the terms of this Licence, provided that the Institution did not cause or knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred.
- 18.8 Except as provided for in Clause 18.1 or 18.2, neither the Institution nor any Authorised User nor the Publisher will be liable to the other in contract or negligence or otherwise for:
 - 18.8.1 any special, indirect, incidental, punitive or consequential damages; or
 - 18.8.2 loss of direct or indirect profits, business, contracts, revenue or anticipated savings; or
 - 18.8.3 for any increased costs or expenses.
- 18.9 No party excludes or limits its liability under this Licence for:
 - 18.9.1 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

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

19 FORCE MAJEURE

- 19.1 Without prejudice to Clause 18.2, neither party shall have any liability under or be deemed to be in breach of this Licence for any failure to perform any term or condition of this Licence which result from circumstances beyond the reasonable control of such party, including war, strikes, flood, governmental restrictions, power, telecommunications or Internet failures or damage to or destruction of any network facilities not arising from an act or omission of such party or its employees or contractors ("Force Majeure Event").
- 19.2 Each party shall promptly notify the other party in writing of any Force Majeure Event which is causing delay or failure in performance of such party's obligations under this Licence, or will or is likely to do so, including the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under this Licence, and use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 19.3 Provided it has complied with Clause 19.2, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Licence by a Force Majeure Event ("**Affected Party**"), the Affected Party shall not be in breach of this Licence or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 19.4 If a Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 60 (sixty) days, the party not affected by the Force Majeure Event may terminate this Licence by giving 14 days' written notice to the Affected Party.

20 ASSIGNMENT

- 20.1 Subject to Clauses 20.2 and 20.3, this Licence is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Licence, without the prior written consent of the other party, such consent shall not be unreasonably withheld or delayed.
- 20.2 If the Institution merges with any other Eligible Body or transfers the whole or part of its activities as an Eligible Body to another Eligible Body, the Institution or successor Institution (as the case may be), and the Authorised Users who were Authorised Users through the Institution, shall be entitled to receive the benefit of this Licence, subject to remaining bound by the obligations under this Licence:

- 20.2.1 in respect of the Licensed Material, for the remainder of the current Participation Period; and
- 20.2.2 in respect of the Continuing Licensed Material, in perpetuity.
- 20.3 If the Publisher is subject to any merger or acquisition, or if the Publisher or any licensor or other owner of any rights in any Licensed Material relevant to the licences or rights granted under this Licence transfers or grants any rights inconsistent with the Institution's rights under this Licence, this Licence shall continue in effect, and the Publisher shall procure that any such transfer or grant of rights is subject to the Institution's rights under this Licence or that the Institution is compensated in such amount as may be fair and reasonable in the circumstances in respect of the loss of any such rights which cannot be preserved for the Institution.
- 20.4 In any assignment to which the other party has given consent under Clause 20.1, the assigning party shall procure and ensure that the assignee shall assume all rights and obligations of the assigning party under this Licence and agrees to be bound to all the terms of this Licence.

21 GOVERNING LAW AND JURISDICTION

- 21.1 This Licence 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 England and Wales.
- 21.2 The parties irrevocably agree that any dispute arising out of or in connection with this Licence will be subject to and within the jurisdiction of the courts of England and Wales.

22 DISPUTE RESOLUTION

- 22.1 If any dispute arises out of or in connection with this Licence or the performance, validity or enforceability of it ("Dispute"), the parties shall 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 Vice Chancellor (or equivalent post) of the Institution, or their nominated representative.
- 22.2 If the dispute cannot be resolved by the parties within one month of being escalated as referred to in Clause 22.1, 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.

- 22.3 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
- 22.4 Any person to whom a reference is made under Clause 22.3 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.
- 22.5 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.
- 22.6 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.
- 22.7 Subject to Clause 22.1, except where urgent interim measures are sought, and 18.4, nothing in this Clause 22 shall prevent either party commencing or continuing court proceedings in relation to the Dispute under Clause 21.

23 NOTICES

- 23.1 Any notice given to a party under or in connection with this Licence shall be in writing and shall be delivered by hand or email, or by pre-paid first-class post or other next Working Day delivery service at its address set out below:

23.1.1 if to the Publisher:

Gaynor Redvers-Mutton
Head of Business Development and Sales
Microbiology Society
14-16 Meredith Street
London EC1R 0AB
Email: to both g.redvers-mutton@microbiologysociety.org and
journalsales@microbiologysociety.org

23.1.2 if to the Consortium:

Aaron Binchy
IReL Officer, Maynooth University Library
Maynooth
Co. Kildare W23 VP22
Ireland
Email to: aaron.binchy@mu.ie and irel@mu.ie

- 23.2 Any notice or communication shall be deemed to have been received:
- 23.2.1 if delivered by hand, on signature of a delivery receipt; or
 - 23.2.2 if sent by pre-paid first-class post or other next Working Day delivery service, at 9.00 am on the second Working Day after posting or at the time recorded by the delivery service; or
 - 23.2.3 if sent by email, on delivery of the email (as evidenced by a delivery receipt) if delivered during working hours on a Working Day, and otherwise on the first Working Day following delivery; or
- 23.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

24 PREVENTION OF FRAUD AND CORRUPTION

- 24.1 Each party represents and warrants that neither it, nor to the best of its knowledge any of its employees, agents or contractors have at any time prior to the Start Date:
- 24.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
 - 24.1.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- 24.2 Neither party during the term of this Licence shall offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing any act in relation to the obtaining or execution of this Licence or for showing or refraining from showing favour or disfavour to any person in relation to this Licence.
- 24.3 Each party shall take all reasonable steps in accordance with good industry practice to prevent fraud by its employees, and the party (including its shareholders, members and directors), in connection with this Licence and shall notify the other party in writing immediately if it has reason to suspect that any fraud is occurring or is likely to occur.
- 24.4 If a party or its staff engages in conduct prohibited by Clause 24.1.1 or commits fraud in relation to this Licence, the other shall be entitled to:

- 24.4.1 terminate this Licence and recover from the first party the amount of any loss suffered resulting from the termination, including the cost reasonably incurred by making other arrangements for the provision of access to the Licensed Material and any additional expenditure incurred by the other party throughout the remainder of this Licence; and
- 24.4.2 recover in full from the first party any other loss sustained in consequence of any breach of this clause.

25 THIRD PARTY RIGHTS

- 25.1 Except as expressly provided elsewhere in this Licence, a person who is not a party to this Licence is not intended to have any rights to, and shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence.
- 25.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Licence are not subject to the consent of any other person, and a person who is not a party to this Licence shall not be entitled to require its consent to any amendment.

26 GENERAL

- 26.1 This Licence its Schedules and Annexes constitute the entire agreement between the parties and supersede all prior communications, promises, assurances, warranties, representations and understandings and agreements (whether written or oral) relating to its subject matter, but without prejudice to any continuing rights and obligations arising under any prior formal licence agreements between the Institution and the Publisher.
- 26.2 This Licence may not be amended or modified except by agreement of both parties in writing.
- 26.3 Nothing in this Licence shall be construed to create any relationship of partnership, agency or employment between any of the parties.
- 26.4 If any provision or part-provision of this Licence is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Licence.
- 26.5 The rights of the parties arising under this Licence shall not be waived except in writing. Any waiver of any of a party's rights under this Licence or of any breach of this Licence 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 Licence 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.

Licence Schedule 1

ELIGIBLE BODIES

Consortium Name	Organisation Number	Account Name
IREL Consortium	O007395	IRISH RESEARCH eLIBRARY
IReL Consortium Institute	O007303	NATIONAL UNIVERSITY OF IRELAND GALWAY
IReL Consortium Institute	O007304	NATIONAL UNIVERSITY OF IRELAND MAYNOOTH
IReL Consortium Institute	O007307	OAK PARK CROPS RESEARCH CENTRE / TEAGASC
IReL Consortium Institute	O007306	ROYAL COLLEGE OF SURGEONS
IReL Consortium Institute	O007256	SCIENCE FOUNDATION IRELAND
IReL Consortium Institute	O007308	TRINITY COLLEGE DUBLIN, THE LIBRARY
IReL Consortium Institute	O007653	UNIVERSITY COLL DUBLIN, MAIN LIBRARY
IReL Consortium Institute	O007394	UNIVERSITY COLLEGE CORK
IReL Consortium Institute	O007397	UNIVERSITY OF LIMERICK, THE LIBRARY
IReL Consortium Institute	O007302	DUBLIN CITY UNIVERSITY
IReL Consortium Institute	O005853	HIGHER EDUCATION AUTHORITY IRELAND
IReL Consortium Institute	O006137	TECHNOLOGICAL UNIVERSITY DUBLIN

Licence Schedule 2

A: LICENSED TITLES FOR ACCESS

- International Journal of Systematic and Evolutionary Microbiology (1466-5034)
- Journal of General Virology (1465-2099)
- Journal of Medical Microbiology (1473-5644)
- Microbiology (1465-2080)

B LICENSED TITLES FOR OPEN ACCESS PUBLISHING

- International Journal of Systematic and Evolutionary Microbiology (1466-5034)
- Journal of General Virology (1465-2099)
- Journal of Medical Microbiology (1473-5644)
- Microbiology (1465-2080)
- Microbial Genomics (2057-5858)
- Access Microbiology (2516-8290)

Licence Schedule 3

INDUSTRY STANDARDS AND RELATED OBLIGATIONS

- 1 The Publisher agrees to use all reasonable efforts to implement the following industry standards to enhance access and use of the Licensed Material and shall:
 - (a) provide the Institution with usage statistics by either:
 - (i) participating in the Journal Usage Statistics Portal (JUSP), if the publisher is COUNTER compliant; or
 - (ii) providing usage statistics in a spreadsheet format, organised by month; if the Publisher is not COUNTER compliant; and working towards compliance with the most recent release of the COUNTER Code of Practice (www.projectcounter.org);
 - (b) archive the Licensed Material to ensure that it is preserved for future scholarship in an archiving solution (such as Portico, Clockss or Lockss), and inform the Institution in which of the archiving solutions the Licensed Material may be found;
 - (c) subject to paragraph 1(b), provide the means for the Institution to continue to access the Licensed Material via an archiving service for use only in the event that the Publisher ceases trading or any of the provisions of Clauses 11.5 or 11.6 apply to the Publisher, and inform the Institution where the Licensed Material has been archived, and provide the Institution with sufficient authority and information to enable the Institution to access such Licensed Material for the purposes of Clause 3.1.9 (*Access where Publisher fails to provide it*) ;
 - (d) use all reasonable efforts to meet the W3C standards (www.w3.org/WAI/Resources/#in) to ensure that the Licensed Material is accessible to all Authorised Users;
 - (e) use all reasonable efforts to meet the Open URL Standard (<https://www.niso.org/publications/z3988-2004-r2010>) to ensure that Authorised Users can search for and find the Licensed Titles and Licensed Content;
 - (f) use all reasonable efforts to keep to the Code of Practice of Project Transfer (www.projecttransfer.org) to ensure that journal content remains easily accessible by the Institution and its Authorised Users when there is a transfer of material between parties, and to ensure that the transfer process occurs with minimum disruption;
 - (g) use all reasonable efforts to provide link-resolver vendors and other library systems suppliers quarterly with full details of the Licensed Material in accordance with the most

current KBART standard (<http://www.uksg.org/kbart/s5/guidelines>); and also with related data of (i) the first and final year, volume, and issue and (ii) the algorithm or syntax for constructing an article-level link from an article's metadata within the Licensed Material;

- (h) use all reasonable efforts to provide relevant information to third party discovery tools (such as Scopus, Summon), in accordance with NISO recommendations (https://groups.niso.org/apps/group_public/download.php/14820/rp-19-2014_ODI.pdf); and
- (i) meet any other reasonable standards that are generally agreed for adoption amongst the Participating Institutions during the term of this Agreement.

* urls and web addresses are for guidance and may change

Schedule 5 INDUSTRY STANDARDS AND IMPLEMENTATION

- 1 The Publisher agrees to implement the following industry standards to enhance access and use of the Material and shall:
 - (a) provide the Participating Institution with usage statistics by either:
 - (i) participating in the Journal Usage Statistics Portal (JUSP), if the publisher is COUNTER compliant; or
 - (ii) providing usage statistics in a spreadsheet format, organised by month; if the Publisher is not COUNTER compliant; and working towards compliance with the most recent release of the COUNTER Code of Practice (www.projectcounter.org);
 - (b) archive the Material to ensure that it is preserved for future scholarship in at least one of the following archiving solutions: Portico, Clockss or Lockss, and inform the Participating Institutions in which of the archiving solutions the Material may be found;
 - (c) subject to paragraph 1(b), provide the means for the Participating Institutions to continue to access the Material via an archiving service for use only in the event that the Publisher ceases trading or any of the provisions of Clauses 15.5 or 15.6 of the Licence apply to the Publisher, and inform the Participating Institution where the Material has been archived;
 - (d) use all reasonable efforts to meet the W3C standards (www.w3.org/WAI/Resources/#in) to ensure that the Material is accessible to all Authorised Users;
 - (e) use all reasonable efforts to meet the Open URL Standard (<https://www.niso.org/publications/z3988-2004-r2010>) to ensure that Authorised Users can search for and find the Licensed Material;
 - (f) use all reasonable efforts to keep to the Code of Practice of Project Transfer (www.projecttransfer.org) to ensure that journal content remains easily accessible by each Participating Institution and its Authorised Users when there is a transfer of material between parties, and to ensure that the transfer process occurs with minimum disruption;

- (g) provide link-resolver vendors and other library systems suppliers quarterly with full details of the Material in accordance with the most current KBART standard (<http://www.uksg.org/kbart/s5/guidelines>); and also with related data of (i) the first and final year, volume, and issue and (ii) the algorithm or syntax for constructing an article-level link from an article's metadata within the Material;
- (h) provide relevant information to third party discovery tools (such as Scopus, Summon), in accordance with NISO recommendations https://groups.niso.org/apps/group_public/download.php/14820/rp-19-2014_ODI.pdf; and
- (i) meet any other reasonable standards that are generally agreed for adoption amongst the Participating Institutions during the term of this Agreement.

* urls and web addresses are for guidance and may change

SCHEDULE 6: OPEN ACCESS PROVISIONS

1 Definitions

In this Schedule, the following terms shall have the following meanings:

“Article Metadata”	means data describing any article or research paper and includes index terms, bibliographic information, headers, references, digital object identifiers (DOIs), unique identifiers, dates, keywords, funder information, grant identifier, author affiliations, abstracts, or any other metadata which the Publisher agrees to make available to Maynooth University as part of the data feeds to Maynooth University
“Funder”	means the body or bodies (if any) under whose funding terms the article or other relevant content was prepared, or the work on which it is based was carried out.
“Hybrid Journal”	means a journal title in which articles that are not Open Access Articles are published in the same issue as Open Access Articles.
“Institutional System”	means a system, such as an institutional repository or current research information system (CRIS), which an Institution uses to collect, store or make publicly available, research outputs including information relating to research outputs.
“Open Access Article”	means articles or other published content by an Eligible Author that is accessible or submitted on the basis that it will be accessible as the Version of Record on the Publisher’s website under CC BY terms immediately basis.

“Version of Record” means the final typeset and edited version of the article published in a journal.

1 Open Access Reporting

- (a) Where the Material includes titles where articles other than Open Access Articles are published in the same issue as Open Access Articles (a “Hybrid Journal”), the Publisher shall provide Maynooth University details of the following on an annual basis:
 - (i) the number of articles in each Hybrid Journal published as Open Access Articles, as a proportion of the total number of articles published in that Hybrid Journal;
 - (ii) details of all Open Access Articles published in the Material by Corresponding Authors of each Participating Institution. The Publisher should provide the following information:
 - Article Title
 - Corresponding Author
 - Institution Name
 - DOI

2 Provision of Information: Participating Institutions and Open Access Schemes

- (a) The Publisher shall list Participating Institutions on its website and provide reasonably sufficient information to enable Authorised Users to benefit from its open access schemes as described in this Schedule 6.

3 Supply of Article Metadata upon publication

Within 1 day of publication of each Open Access Article, the Publisher shall:

- (i) use all reasonable efforts to register the article’s DOI with CrossRef, and inform all authors who have supplied an email address;
- (ii) where available use all reasonable efforts to populate authors’ institutional affiliation fields on CrossRef <http://www.crossref.org/>;
- (iii) where available populate funding metadata, including the funding body grant number in accordance with the Open Funder Registry taxonomy

(<http://www.crossref.org/fundingdata>) in FundRef

<http://ftp.crossref.org/fundref/index.html> ;

- (iv) where available include all the author ORCIDs in xml copies of the Published Journal Article;
- (v) where available, supply author ORCIDs to those abstracting and indexing and discovery services listed on each journal's webpage;
- (vi) supply the Corresponding Author with an email containing the following information:
 - (i) the day, month and year of acceptance;
 - (ii) a clear statement on what the author may do with the Accepted Manuscript, including:
 - (A) details of licensing terms for example by means of a link to the applicable Creative Commons licence. This shall include the information on which licensing terms apply to which version of the article using ALPSP-NISO standard terms;
 - (B) any disclaimers or other statements required by the Publisher in compliance with its policies for release on the open web;
 - (C) the article's DOI (even if it is not yet formally registered on CrossRef but known internally).

SCHEDULE 7: AGREEMENT PERIOD AND FEE

1. The agreed Initial Subscription Period is:

Start date: 1st January 2021 /end date: 31st December 2023

2. The Licence Fee for the Initial Subscription Period [is] [or] [comprises of the following]:

Year 1: £18,453.00 (exclusive of VAT)

Year 2: £18,822.00 (exclusive of VAT)

Year 3: £19,199.00 (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.

IN WITNESS the hands of the above parties on the date first above written: -

SIGNED by:

Peter Cotgreave



(Signature)

Position: Chief Executive

for and on behalf of

MICROBIOLOGY SOCIETY

WITNESSED by:

Joanne Morley



(Signature)

Position: Chief Operating Officer



SIGNED by: Cathal McCauley

(Signature)

Position: Maynooth University Librarian

for and on behalf of Maynooth University

WITNESSED by: Jack Hyland

A handwritten signature in black ink, appearing to read 'J Hyland', is displayed on a light blue rectangular background.

(Signature)

Position: IReL manager, Maynooth
University