Read and Publish Agreement

between

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

and

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

Agreement dated: 10 November 2020

Part 1 – Reading element
Part 2 – Publishing element
Part 1: Reading element.

WHEREAS the Publisher holds the rights granted under this Licence

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

IT IS AGREED AS FOLLOWS: -

1. KEY DEFINITIONS

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

**Authorized Users**
Current members of the faculty and other staff of the Licensee (whether on a permanent, temporary, contract or visiting basis) and individuals who are currently studying at the Licensee’s institution, who are permitted to access the Secure Network from within the Library Premises or from such other places where Authorized Users work or study (including but not limited to Authorized Users’ offices and homes, halls of residence and student dormitories) and who have been issued by the Licensee with a password or other authentication together with other persons who are permitted to use the Licensee’s library or information service and access the Secure Network but only from computer terminals within the Library Premises.

**Commercial Use**
Use for the purposes of monetary reward (whether by or for the Licensee or an Authorized User) by means of sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Materials. Neither recovery of direct costs by the Licensee from Authorized Users, nor use by the Licensee or by an Authorized User of the Licensed Materials in the course of research funded by a commercial organization, is deemed to be Commercial Use.

**Course Packs**
A collection or compilation of printed materials (e.g. book chapters, journal articles) assembled by members of staff of the Licensee for use by students in a class for the purposes of instruction.

**Electronic Reserve**
Electronic copies of materials (e.g. book chapters, journal articles) made and stored on the Secure Network by the Licensee for use by students in connection with specific courses of instruction offered by the Licensee to its students.

**Reading Fee**
The Fee is the Reading Fee that may be set out in Schedule 1 or in new Schedules to this Licence which may be agreed by the parties from time to time.

**Library Premises**
The physical premises of the library or libraries operated by the Licensee, as may be specified in Schedule 2.

**Learning Object**
A self-contained unit of learning, education or training comprising information content, learning activities and metadata designed to explain a stand-alone learning objective.
Licensed Materials
The electronic material that may be set out in Schedule 1 or in new Schedules to this Licence that may be agreed by the parties from time to time including such ancillary materials that are owned or controlled by the Publisher and produced specifically to complement, supplement and support the said electronic material or any part of the same including podcasts, data sets, blogs, images, music, games, tests and quizzes.

Secure Network
A network (whether a standalone network or a virtual network within the Internet) which is only accessible to Authorized Users approved by the Licensee whose identity is authenticated at the time of log-in and periodically thereafter consistent with current best practice, and whose conduct is subject to regulation by the Licensee.

Server
The server, either the Publisher’s server or a third party server designated by the Publisher, on which the Licensed Materials are mounted and may be accessed.

Single Institution Site
Refers to the site(s) of the Licensee that may be specified in Schedule 2. A single institution site is an organizational unit, and may be academic or non-academic. For organizations located in more than one town or city, each town or city office is considered a separate site and requires its own licence and subscription. For organizations within the same town or city that are administered independently, each office is considered a different site and requires its own licence and subscription.

Subscription Period
That period nominally covered by the volumes and issues of the Licensed Material, regardless of the actual date of publication, being the period ending 31 December following the date of this Licence and each twelve-month period thereafter, unless otherwise specified in Schedule 1.

Text and Data Mining
A machine process in order to perform extensive automated searches of Licensed Materials, including data embodied therein, the sorting, parsing, addition or removal of linguistic structures, and the selection and inclusion of Licensed Materials into an index or database for purposes of classification or recognition of relations and associations.

TDM Output
The result of any Text and Data Mining activity or operation, capable of fixation, reproduction and/or communication in any form, including without limitation the creation of an index, reference, abstract, relative or absolute description or representation of Licensed Materials, an algorithm, formula, metrics, method, standard or taxonomy describing or based on Licensed Materials, a relational expression or measurement, whether scalable or not, of Licensed Materials, extraction, alternative representation or translation, expression or discussion of any extracts from mined Licensed Materials, whether in the form of a direct extraction or a representation in any form which is based on Licensed Materials.

Virtual Learning Environment
A software system designed to manage and support teaching and learning in education, including systems variously referred to as Course Management Systems, Learning Management Systems, Learning Support Systems, Managed Learning Environments, and similar names.
2. AGREEMENT

2.1 The Publisher agrees to grant to the Licensee the non-exclusive and non-transferable right, throughout the world, to give Authorized Users access to the Licensed Materials via a Secure Network for the purposes of research, teaching and private study, subject to the terms and conditions of this Licence, and the Licensee agrees to pay the Fee.

2.2 This Licence shall commence at the beginning of the Subscription Period, for each of the Licensed Materials or as set out in Schedule 1 or in new Schedules to this Licence that may be added subsequently; and shall automatically terminate at the end of the Subscription Period, unless the parties have previously agreed to renew it.

2.3 On termination of this Licence, the Publisher shall provide continuing access for Authorized Users to that part of the Licensed Materials which was published and paid for within the Subscription Period, either from the Server or from the archive described in 7.4 or by supplying electronic files to the Licensee subject to payment of such fees as the parties may agree except where such termination is due to a breach of the Licence by the Licensee which the Licensee has failed to remedy as provided in 10.1.1 and 10.1.3 of this Licence, in which case such continuing access shall be provided in respect of Licensed Materials published up to the date of such breach.

3. USAGE RIGHTS

3.1 The Licensee, subject to clause 6 below, may:

3.1.1 Make such temporary local electronic copies by means of cacheing of all or part of the Licensed Materials as are necessary solely to ensure efficient use by Authorized Users and not to make available to Authorized Users duplicate copies of the Licensed Material.

3.1.2 Allow Authorized Users to have access to the Licensed Materials from the Server via the Secure Network.

3.1.3 Provide Authorized Users with integrated access and an integrated author, article title, abstract and keyword index to the Licensed Material and all other similar material licensed from other publishers.

3.1.4 Provide single printed or electronic copies of single articles at the request of individual Authorized Users.

3.1.5 Display, download or print the Licensed Materials for the purpose of internal marketing or testing or for training Authorized Users or groups of Authorized Users.

3.2 Authorized Users may, in accordance with the copyright laws of England and subject to clause 6 below:

3.2.1 Search, view, retrieve and display the Licensed Materials.

3.2.2 Print a copy or download and save individual articles or items of the Licensed Materials for personal use.

3.2.3 Use individual parts of the Licensed Materials within Learning Objects for the Licensee’s teaching, learning or training purposes.

3.2.4 Use Text Mining technologies to derive information from the Licensed Materials meaning: Download, extract and index information from the Licensed Materials to which the Authorized User has access under this License. Where required, mount, load and integrate the results on a server used for the Authorized User’s text-mining system and evaluate and interpret the TDM Output for access and use by
Authorized Users. The Authorized User shall ensure compliance with Publisher's Usage policies. Text and data mining may be undertaken on either locally loaded Licensed Materials or as mutually agreed. Electronic copies of the Licensed Materials may be locally stored for this purpose only during the lifetime of any TDM project.

3.2.5 Distribute a copy of individual articles or items of the Licensed Materials in print or electronic form to other Authorized Users or to other individual scholars collaborating with Authorized Users but only for the purposes of research and private study; for the avoidance of doubt, this sub-clause shall include the distribution of a copy for teaching purposes to each individual student Authorized User in a class at the Licensee's institution.

3.2.6 Download a copy of individual articles or items of the Licensed Materials and share the same with Authorized Users or other individual scholars collaborating in a specific research project with such Authorized Users provided that it is held and accessibly within a closed network that is not accessible to any person not directly involved in such collaboration and provided that it is deleted from such network immediately upon completion of the collaboration.

3.3 Nothing in this Licence shall in any way exclude, modify or affect any of the Licensee’s statutory rights under the copyright laws of England.

4. SUPPLY OF COPIES TO OTHER LIBRARIES

4.1 The Licensee may, subject to clause 6 below, supply to an Authorized User of another library within the same country as the Licensee (whether by post or fax), for the purposes of research or private study and not for Commercial Use, a single paper copy of an electronic original of an individual document being part of the Licensed Materials.

5. COURSE PACKS AND ELECTRONIC RESERVE

5.1 The Licensee may, subject to clause 6 below, incorporate parts of the Licensed Materials in printed Course Packs and Electronic Reserve collections and in Virtual Learning Environments for the use of Authorized Users in the course of instruction at the Licensee’s institution, but not for Commercial Use. In Electronic Reserve collections and in Virtual Learning Environments use is conditional upon employing persistent links to the Licensed Materials so that usage is registered on Publisher’s online platform each time a student views the work on reserve. Each such item shall carry appropriate acknowledgement of the source, listing title and author of the extract, title and author of the work, and the publisher. Copies of such items shall be deleted by the Licensee when they are no longer used for such purpose. Course packs in non-electronic non-print perceptible form, such as audio or Braille, may also be offered to Authorized Users who, in the reasonable opinion of the Licensee, are visually impaired.

6. PROHIBITED USES

6.1 Neither the Licensee nor Authorized Users may

6.1.1 remove or alter the authors’ names or the Publisher’s copyright notices or other means of identification or disclaimers as they appear in the Licensed Materials;

6.1.2 systematically make print or electronic copies of multiple extracts or make multiple copies of any part of the Licensed Materials for any purpose other than expressly permitted by this Licence;

6.1.3 prepare derivative works or download, mount or distribute any part of the Licensed Material on any electronic system or network, including without limitation the Internet and the World Wide Web, other than the Secure Network, except where expressly permitted by this Licence under clause 3.2.6;
6.1.4 reverse engineer, decompile, alter, abridge or otherwise modify the Licensed Materials or any part of them for any purpose whatsoever, except as expressly provided in this Licence.

6.2 The Publisher’s explicit written permission must be obtained in order to

6.2.1 use all or any part of the Licensed Materials for any Commercial Use;

6.2.2 systematically distribute the whole or any part of the Licensed Materials to anyone other than Authorized Users;

6.2.3 publish, distribute or make available the Licensed Materials, works based on the Licensed Materials or works which combine them with any other material, other than as permitted in this Licence;

6.2.4 alter, abridge, adapt or modify the Licensed Materials, except to the extent necessary to make them perceptible on a computer screen to Authorized Users. For the avoidance of doubt, no alteration of the words or their order is permitted.

7. PUBLISHER’S UNDERTAKINGS

7.1 The Publisher warrants to the Licensee that the Licensed Materials used as contemplated by this Licence do not infringe the copyright or any other proprietary or intellectual property rights of any person. The Publisher shall indemnify and hold the Licensee harmless from and against any loss, damage, costs, liability and expenses (including reasonable legal and professional fees) arising out of any legal action taken against the Licensee claiming actual or alleged infringement of such rights. This indemnity shall survive the termination of this Licence for any reason. This indemnity shall not apply if the Licensee has amended the Licensed Materials in any way not permitted by this Licence.

7.2 The Publisher shall:

7.2.1 make the Licensed Materials available to the Licensee from the Server via the Internet access to which is authenticated by Internet Protocol Address as specified in Schedule 1. The Publisher will notify the Licensee at least sixty (60) days in advance of any anticipated specification change applicable to the Licensed Materials. If the changes render the Licensed Materials less useful in a material respect to the Licensee, the Licensee may within thirty days of such notice treat such changes as a breach of this Licence under clause 10.1.2 and 10.4.

7.2.2 use reasonable endeavours to make available the electronic copy of each journal issue in the Licensed Materials not later than the day of publication of the printed version. In the event that for technical reasons this is not possible for any particular journal, as a matter of course, such journal shall be identified at the time of licensing, together with such reasons.

7.2.3 provide the Licensee, within 30 days of the date of this Licence, with information sufficient to enable the Licensee to access the Licensed Material.

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

7.2.5 use reasonable endeavours to make the Licensed Materials available to the Licensee and to Authorized Users at all times and on a twenty-four hour basis, save for routine maintenance (which shall be notified to the Licensee in advance wherever possible), and to restore access to the Licensed Materials as soon as possible in the event of an interruption or suspension of the service.
7.3 The Publisher reserves the right at any time to withdraw from the Licensed Materials any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable. The Publisher shall give written notice to the Licensee of such withdrawal. If the withdrawal represents more than ten per cent (10%) of the book, journal or other publication in which it appeared, the Publisher shall refund to the Licensee that part of the Fee that is in proportion to the amount of material withdrawn and the remaining un-expired portion of the Subscription Period.

7.4 The Publisher undertakes to use reasonable endeavours to provide or to make arrangements for a third party to provide an archive of the Licensed Materials for the purposes of long term preservation of the Licensed Materials, and to permit Authorized Users to access such archive should there be no other alternative resource.

7.5 Collection and analysis of data on the usage of the Licensed Materials will assist both the Publisher and the Licensee to understand the impact of this Licence. The Publisher shall provide to the Licensee or facilitate the collection and provision to the Licensee and the Publisher by the Licensee of such usage data on the number of articles downloaded, by journal title, on a monthly basis for the Publisher’s and the Licensee’s private internal use only. Such usage data shall be compiled in a manner consistent with applicable privacy and data protection laws and as may be agreed between the parties from time to time, and the anonymity of individual users and the confidentiality of their searches shall be fully protected. In the case that the Publisher assigns its rights to another party under clause 11.3, the Licensee may at its discretion require the assignee either to keep such usage information confidential or to destroy it.

7.6 EXCEPT AS EXPRESSLY PROVIDED IN THIS LICENCE, THE PUBLISHER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF DESIGN, ACCURACY OF THE INFORMATION CONTAINED IN THE LICENSED MATERIALS, MERCHANTABILITY OR FITNESS OF USE FOR A PARTICULAR PURPOSE. THE LICENSED MATERIALS ARE SUPPLIED ‘AS IS’.

7.7 EXCEPT AS PROVIDED IN CLAUSE 7.1, UNDER NO CIRCUMSTANCES SHALL THE PUBLISHER BE LIABLE TO THE LICENSEE OR ANY OTHER PERSON, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE INABILITY TO USE, OR THE USE OF, THE LICENSED MATERIALS, OR DAMAGES ARISING OUT OF ANY BREACH OF THIS LICENCE IN RESPECT OF THE SUBSCRIPTION PERIOD DURING WHICH SUCH CLAIM, LOSS OR DAMAGE OCCURRED. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES. REGARDLESS OF THE CAUSE OR FORM OF ACTION, THE LICENSEE MAY BRING NO ACTION ARISING FROM THIS LICENCE MORE THAN TWELVE (12) MONTHS AFTER THE CAUSE OF ACTION ARISES.

8. LICENSEE’S UNDERTAKINGS

8.1 The Licensee shall:

8.1.1 use reasonable endeavours to ensure that Authorized Users are aware of the importance of respecting the intellectual property rights in the Licensed Materials and of the terms and conditions of this Licence, and use reasonable endeavours to notify Authorized Users of the terms and conditions of this Licence and take steps to protect the Licensed Materials from unauthorized use or other breach of this Licence;
8.1.2 use reasonable endeavours to monitor compliance and immediately upon becoming aware of any unauthorized use or other breach, inform the Publisher and take all reasonable and appropriate steps, including disciplinary action, both to ensure that such activity ceases and to prevent any recurrence;

8.1.3 provide the Publisher, within 30 days of the date of this Agreement, with information sufficient to enable the Publisher to provide access to the Licensed Material in accordance with its obligation under clause 7.2.3. Should the Licensee make any significant change to such information, it will notify the Publisher not less than ten (10) days before the change takes effect.

8.1.4 keep full and up-to-date records of all IP addresses and provide the Publisher with details of such additions, deletions or other alterations to such records as are necessary to enable the Publisher to provide Authorized Users with access to the Licensed Materials as contemplated by this Licence.

8.2 THE LICENSEE AGREES TO INDEMNIFY, DEFEND AND HOLD THE PUBLISHER HARMLESS FROM AND AGAINST ANY LOSS, DAMAGE, COSTS, LIABILITY AND EXPENSES (INCLUDING REASONABLE LEGAL AND PROFESSIONAL FEES) ARISING OUT OF ANY CLAIM OR LEGAL ACTION TAKEN AGAINST THE PUBLISHER RELATED TO OR IN ANY WAY CONNECTED WITH ANY USE OF THE LICENSED MATERIALS BY THE LICENSEE OR AUTHORIZED USERS OR ANY FAILURE BY THE LICENSEE TO PERFORM ITS OBLIGATIONS IN RELATION TO THIS LICENCE, PROVIDED THAT NOTHING IN THIS LICENCE SHALL MAKE THE LICENSEE LIABLE FOR BREACH OF THE TERMS OF THE LICENCE BY ANY AUTHORIZED USER PROVIDED THAT THE LICENSEE DID NOT KNOWINGLY CAUSE, ASSIST OR CONDONE THE CONTINUATION OF SUCH BREACH TO CONTINUE AFTER BECOMING AWARE OF AN ACTUAL BREACH HAVING OCCURRED.

LICENSEE’S TOTAL LIABILITY UNDER THIS AGREEMENT, INCLUDING ITS INDEMNIFICATION OBLIGATIONS, SHALL NOT EXCEED THE AMOUNT OF THE LICENSE FEE PAID TO THE PUBLISHER.

EXCEPT AS PROVIDED IN THIS AGREEMENT UNDER NO CIRCUMSTANCES SHALL THE LICENSEE BE LIABLE FOR EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR TYPES OF DAMAGES, ARISING OUT OF, RELATING TO OR CONNECTED WITH THIS AGREEMENT.

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

9. UNDERTAKINGS BY BOTH PARTIES

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

10. TERM AND TERMINATION

10.1 In addition to automatic termination (unless renewed) under clause 2.2, this Licence shall be terminated:

10.1.1 if the Licensee wilfully defaults in making payment of the Fee as provided in this Licence and fails to remedy such default within thirty (30) days of notification in writing by the Publisher;
10.1.2 if the Publisher commits a material or persistent breach of any term of this Licence and fails to remedy the breach (if capable of remedy) within thirty (30) days of notification in writing by the Licensee;

10.1.3 if the Licensee commits a wilful material and persistent breach of the Publisher's copyright or other intellectual property rights or of the provisions of clause 3 in respect of usage rights or of clause 6 in respect of prohibited uses;

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

10.2 On termination all rights and obligations of the parties automatically terminate except for obligations in respect of Licensed Materials to which access continues to be permitted as provided in clause 2.3.

10.3 On termination of this License for cause, as specified in clauses 10.1.1 and 10.1.3, the Licensee shall immediately cease to distribute or make available the Licensed Materials to Authorised Users except as provided in clause 2.3.

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

11. GENERAL

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

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

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

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

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

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

11.7 The invalidity or un-enforceability of any provision of this Licence shall not affect the continuation or enforceability of the remainder of this Licence.
11.8 Either party’s waiver, or failure to require performance by the other, of any provision of this Licence will not affect its full right to require such performance at any subsequent time, or be taken or held to be a waiver of the provision itself.

11.9 This Licence shall be governed by and construed in accordance with English law; the parties irrevocably agree that any dispute arising out of or in connection with this Licence will be subject to and within the jurisdiction of the courts of England.
Part 2: Publishing element.

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

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

ROYAL SOCIETY READ AND PUBLISH OPEN ACCESS PUBLISHING AGREEMENT

FEE: See Schedule 1.

THE TERM: 1st Jan 2021 to 31st Dec 2023 (“the Subscription Period”)

ROYAL SOCIETY JOURNALS COVERED UNDER THE AGREEMENT:

<table>
<thead>
<tr>
<th>Journal</th>
<th>Open Access Option</th>
</tr>
</thead>
<tbody>
<tr>
<td>Biology Letters</td>
<td>offers Open Choice</td>
</tr>
<tr>
<td>Interface Focus</td>
<td>offers Open Choice</td>
</tr>
<tr>
<td>Journal of the Royal Society Interface</td>
<td>offers Open Choice</td>
</tr>
<tr>
<td>Notes and Records of the Royal Society</td>
<td>offers Open Choice</td>
</tr>
<tr>
<td>Philosophical Transactions of the Royal Society A</td>
<td>offers Open Choice</td>
</tr>
<tr>
<td>Philosophical Transactions of the Royal Society B</td>
<td>offers Open Choice</td>
</tr>
<tr>
<td>Proceedings of the Royal Society A</td>
<td>offers Open Choice</td>
</tr>
<tr>
<td>Proceedings of the Royal Society B</td>
<td>offers Open Choice</td>
</tr>
<tr>
<td>Open Biology</td>
<td>a wholly Open Access Journal</td>
</tr>
<tr>
<td>Royal Society Open Science</td>
<td>a wholly Open Access Journal</td>
</tr>
</tbody>
</table>

1. **KEY DEFINITIONS**

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

**Article Publishing Charge** A flat charge levied upon the submitting author(s) that covers the entire cost of the article publication process (APC). This includes peer-reviewing, editing, publishing, maintaining and archiving, and enables free access to the article to all on an open access basis, immediately on publication on the World Wide Web. The standard rates for these charges are listed on the Web Site.

**Corresponding Authors** Means authors who are Eligible Authors, who are also the primary corresponding author of an article published in a journal and are primarily affiliated with the member institute.
Eligible Authors  Current members of the faculty, students and other staff at the Member Institution. Eligible Authors must be current staff or students at the Member Institution at the moment of publication.

Open Choice  A publication model, where the author has the option to pay for publication, that operates alongside an established subscription model in a journal that is only partially Open Access, a so-called hybrid journal. Submission does not oblige the author to select this option and pay a charge. If accepted for publication, the author is given the choice to pay an Article Publishing Charge to have their article made freely available to all on an open access basis, immediately on publication on the World Wide Web. This option is not available in fully Open Access Journals which are funded exclusively by Article Publishing Charges.

Publishing Fee  The publishing fee that may be set out in this Agreement which may be agreed by the parties from time to time.

Member Institution  The institution that has entered into this agreement with the Publisher, and currently subscribes to the Membership in order to support its authors in publishing Open Access Articles in the Publisher’s journals.

Membership  Participation through subscription to the Royal Society Read and Publish Open Access Publishing Agreement permitting the Member Institution to support its Eligible Authors in publishing Open Access Articles in the Publisher’s journals.

Membership Subscription  A fee agreed by the parties from time to time and paid by the Member Institution to the Publisher in order to join the Membership.

Open Access Articles  Articles that are funded by the author(s), or their funder, through an Article Publishing Charge. The article is then freely available to all on an open access basis, immediately on publication on the World Wide Web.

Open Access Journals  Refers to journals where all the articles published are Open Access Articles.

Publisher  Refers to the Royal Society, a not-for-profit learned society and registered charity (no. 207043), which publishes and distributes its journals on their Web Site.

Server  The server, either the Publisher’s server or a third party server designated by the Publisher, on which Open Access Articles are mounted and may be accessed.

Subscription Period  The period covering the Publishing Element of this agreement.

Web Site  Refers to royalsocietypublishing.org, the Publisher’s online platform on the World Wide Web on which the Publisher’s journals are hosted.

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

2. AGREEMENT

2.1 This Agreement covers the Eligible Authors at the Member Institution publishing Open Access Articles in the journals of the Publisher.
2.2 The Publisher grants Eligible Authors at the Member Institution free at point of use for Open Access Articles published in the journals covered under this Agreement.

2.3 The Publisher agrees to list the Member Institution on the Web Site as a supporter of the Publisher’s Open Access publishing for the lifetime of this Agreement.

2.4 This Agreement shall commence at the beginning of the Subscription Period; and shall automatically terminate at the end of the Subscription Period, unless the parties have previously agreed to renew it.

2.5 The Member Institution will use reasonable endeavours to inform its Eligible Authors about the terms and conditions of the Membership and provide them with the necessary information to be able to make use of the Membership’s benefits.

2.6 Once an Eligible Author submits an article and selects an Open Access option on the Web Site they will be directed to a list of participating Member Institutions before requiring the Eligible Author to confirm whether their institution is a Member Institution. By this method the parties will alert authors to the opportunity that their article is free at point of use as an Eligible Author of a Member Institution.

2.7 The Publisher will reserve the right to verify eligibility of the users. For the avoidance of doubt only the institution of the corresponding author can claim the free at point of use option for the accepted article.

2.8 The Member Institution, within sixty (60) days from the expiry of this Agreement, has the right to notify the Publisher in writing about any articles published during the terms of validity of this Agreement which have not been granted free at point of use terms.

2.9 Anomalies reported by members to the Royal Society should be used to inform future decisions on other articles to be accepted under the agreement. IReL do not expect the Royal Society to retrospectively paywall the article or to seek an APC in the wild from the author.

2.10 When negotiating any subsequent agreement, the projection of articles to be published should be based on our average during the term, excluding any anomalies reported.

3 OPEN ACCESS

3.1 Membership enables academic and research institutions, funders and corporations to actively support and encourage Open Access in scholarly communication. Membership entitles authors who are Eligible Authors to publish as free at point of use, allowing them to publish more content as Open Access, growing the institution’s research exposure and citation of articles. Open Access Articles undergo the same standards of high-quality, rapid peer-review and production as other articles, whilst meeting the requirements of research funders requiring Open Access publication.

3.2 Open Access Articles published on the Web Site are made freely available to all on an open access basis, immediately upon publication on the World Wide Web.

3.3 Where applicable Open Access Articles are deposited in PubMed Central by the Publisher on the author’s behalf.

3.4 Open Choice is an option found in journals that publish both Open Access Articles and non-Open Access content. With Open Choice an author has the choice to pay an Article Publishing Charge to have their article published as Open Access. The Publisher operates a transparent pricing policy in which the subscription price of each journal is calculated by taking into account the number of non-Open Access
articles published in that journal. There may be other pricing factors but through this method we take account of the income from Article Publishing Charges in partially Open Access Journals.

3.5 Open Access Articles are licensed under the Creative Commons Attribution License CC-BY.

3.6 Except where copyright is retained by the author or where content is licensed under a Creative Commons Attribution License copyright in the material contained on the Web Site belongs to the Publisher or its licensors. The trademarks and other elements appearing on the Web Site are protected by the English Courts, and international copyright, trade dress, patent, and trademark laws, international conventions and all other relevant intellectual property and proprietary rights and applicable laws.

3.7 All Open Access Articles and accompanying materials published on the Web Site, unless otherwise indicated, are licensed by the respective authors of such articles for use and distribution subject to citation of the original source in accordance with the Creative Commons Attribution License.

In summary this provides permission to

- to copy.
- to distribute.
- to display the work.
- to make derivative works.

Provided that

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

4 ELIGIBLE AUTHORS

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

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

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

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

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

5 EDITORIAL INDEPENDENCE

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

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

7 MEMBERSHIP SUBSCRIPTION

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

8 PUBLISHER’S UNDERTAKINGS

8.1 The Publisher shall:

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

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

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

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

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

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

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

9 MEMBER INSTITUTION’S UNDERTAKINGS

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

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

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

10 UNDERTAKINGS BY BOTH PARTIES

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

11 TERM AND TERMINATION

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

11.1.1 if the Member Institution wilfully defaults in making payment of the Fee as provided in this Agreement and fails to remedy such default within thirty (30) days of notification in writing by the Publisher;
11.1.2 if the Publisher commits a material or persistent breach of any term of this Agreement and fails to remedy the breach (if capable of remedy) within thirty (30) days of notification in writing by the Member Institution;

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

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

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

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

12 GENERAL

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

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

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

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

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

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

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

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

12.9 This Agreement shall be governed by and construed in accordance with English law; the parties irrevocably agree that any dispute arising out of or in connection with this License will be subject to and within the jurisdiction of the courts of England.
AS WITNESS the hands of the duly authorized representatives of the parties the day and year below first written

FOR THE PUBLISHER: THE ROYAL SOCIETY

Name: DR STUART TAYLOR
Date: 10 November 2020
Position / Title: PUBLISHING DIRECTOR
Signature:

FOR THE MEMBER INSTITUTION:

Name: CATHAL MCCAULEY
Date: 10/11/2020
Position / Title: University Librarian at Maynooth University
Signature:
SCHEDULE 1
LICENSED MATERIALS SUBSCRIPTION PERIOD AND ACCESS METHOD

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

THE LICENSED MATERIALS

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

ACCESS METHOD
☐ Authentication via IP address
☐ Authentication via Shibboleth: _______________________________________

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

FOR THE PUBLISHER: THE ROYAL SOCIETY

Name: DR STUART TAYLOR
Date: 10 November 2020
Position / Title: PUBLISHING DIRECTOR
Signature: [Signature]

FOR THE MEMBER INSTITUTION:

Name: CATHAL MCCAULEY
Date: 10/11/2020
Position / Title: University Librarian at Maynooth University
Signature: [Signature]
SCHEDULE 2
LIBRARY PREMISES

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

Licensee’s member list:

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

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

FOR THE PUBLISHER: THE ROYAL SOCIETY

Name: DR STUART TAYLOR
Date: _10 November 2020
Position / Title: PUBLISHING DIRECTOR
Signature:

FOR THE MEMBER INSTITUTION:

Name: CATHAL MCCAULEY
Date: 10/11/2020
Position / Title: University Librarian at Maynooth University
Signature: