

# OXFORD

## UNIVERSITY PRESS

### CONSORTIUM SUBSCRIPTION AND PERPETUAL ACCESS AGREEMENT

#### COMMERCIAL TERMS

1. **EFFECTIVE DATE:** 01 January 2021
2. **PUBLISHER:** THE CHANCELLOR, MASTERS, AND SCHOLARS OF THE UNIVERSITY OF OXFORD trading as OXFORD UNIVERSITY PRESS of Great Clarendon Street, Oxford OX2 6DP, United Kingdom.
3. **CONSORTIUM:** National University of Ireland, Maynooth, Maynooth, Kildare, Ireland, acting on behalf of itself and the Customers.
4. **CUSTOMER:** Each institution named in Schedule B, as amended from time to time in accordance with Clause 2.3 of the Consortium Terms and Conditions.
5. **PUBLICATION(S):** The Journals and/or Online Products published online by the Publisher and (i) listed in (a) Schedule C; and/or (b) an invoice relating to this Agreement; and/or (ii) as otherwise notified to the Consortium in writing.
6. **CHARGES:** The prices set out in (a) Schedule D; and/or (b) the Publisher's invoices; and/or (c) as otherwise notified to the Consortium in writing, concerning, in each of the foregoing cases, (i) access to the Publications, (ii) Hosting Fees, if relevant, (iii) Update Fees, if relevant, (iv) Renewal Fees, if relevant, and (v) the publication of OA Articles.
7. **CONSORTIUM CONTACT DETAILS:**  
  

<b>Name:</b>	Jack Hyland
<b>E-mail:</b>	jack.hyland@mu.ie
<b>Telephone:</b>	+353 1 474 7113
8. **GOVERNING LAW:** Except to the extent, if any, that this agreement to the following is prohibited by the laws or regulations governing contracts with the Customer, this Agreement will be governed by and construed in accordance with the laws of England and Wales. The parties agree to submit to the non-exclusive jurisdiction of the English courts in connection with any disputes arising under this Agreement.

**THE CONSORTIUM REPRESENTS AND WARRANTS THAT IT IS AUTHORISED TO ACT AS AGENT FOR EACH AND EVERY CUSTOMER.**

**THE PUBLISHER AND THE CONSORTIUM (ON ITS OWN BEHALF AND ON BEHALF OF EACH CUSTOMER) ACCEPT AND AGREE TO THE TERMS OF THIS AGREEMENT, WHICH INCORPORATES THE ATTACHED SCHEDULES, EXHIBITS AND ANNEXES.**

Signed by .....

For and on behalf of the **Publisher**

**Name:** Francesca Martin

**Position:** Director, Library Sales

Signed by .....

For and on behalf of the **Consortium**

**Name:** Mike O'Malley

**Position:** Bursar and Secretary

**Date:** .....

**Date:** .....

## CONSORTIUM TERMS AND CONDITIONS

### IT IS HEREBY AGREED AS FOLLOWS:

#### 1 COMMENCEMENT AND DEFINITIONS

- 1.1 This Agreement will commence upon the Effective Date and will continue thereafter until terminated in accordance with its terms. It will apply to (i) all orders for Publications placed by the Consortium that are accepted by the Publisher during the aforementioned period; and (ii) the publication of OA Articles.
- 1.2 Any order placed by the Consortium for access to the Publications will constitute an offer by the Consortium to purchase the Publications referred to therein on a subscription basis or on a perpetual access basis (as specified in the order) subject to the terms of this Agreement. The Consortium is responsible for ensuring that the terms of its order are complete and accurate.
- 1.3 An order made pursuant to this Agreement will be deemed to be accepted when the Publisher issues a written acceptance of the order.
- 1.4 In this Agreement, the following expressions will have the following meanings:

“Authorised User”	as defined in the Customer Terms and Conditions
"Charges"	as defined at “Charges” in the Commercial Terms above
"Customer"	as defined at “Customer” in the Commercial Terms above
"Customer Terms and Conditions”	the terms and conditions set out in Schedule A which govern the access and use of the Publications by each Customer and its Authorised Users
“Hosting Fees”	as defined in the Customer Terms and Conditions
"Journals”	as defined in the Customer Terms and Conditions
“OA Articles”	as defined in Schedule E
“Online Products”	as defined in the Customer Terms and Conditions
“Perpetual Access Publication”	as defined in the Customer Terms and Conditions
“Publications”	as defined at “Publications” in the Commercial Terms above
“Publication Term”	as defined in the Customer Terms and Conditions
“Renewal Fees”	as defined in the Customer Terms and Conditions
“Subscription Publication”	as defined in the Customer Terms and Conditions

“Update Fees”

as defined in the Customer Terms and Conditions

## **2 RESPONSIBILITIES OF THE PUBLISHER**

- 2.1 In consideration of the payment by the Consortium of the Charges, the Publisher agrees to (i) provide the Customers and their Authorised Users with access to the Publications for the relevant Publication Term(s) in accordance with the Customer Terms and Conditions, and (ii) publish OA Articles in accordance with the terms and conditions of Schedule E, and subject to the terms and conditions of this Agreement.
- 2.2 The Publisher may at any time withdraw access to any Customer that is in breach of the Customer Terms and Conditions. For the avoidance of doubt any such withdrawal of access will not entitle the Consortium or Customer to any rebate of Charges.
- 2.3 If (a) any new member of the Consortium wishes to have access pursuant to the Agreement to one or more Publication(s) part way through the relevant Publication Term, and/or (b) an existing Customer wishes to add one or more Publication(s) to the Customer Terms and Conditions part way through the relevant Publication Term(s), then, in any of the foregoing cases, the Consortium will notify the Publisher thereof in writing, and, subject to payment pursuant to Clause 3.2 below, the Publisher will provide such access in accordance with this Agreement for the remainder of the relevant Publication Term, and Schedule C to the Customer Terms and Conditions will be deemed amended accordingly.
- 2.4 Before the end of each calendar year of the Subscription Period, the Publisher shall notify the Consortium of the Publications that will be included in the following calendar year.

## **3 RESPONSIBILITIES OF THE CONSORTIUM**

- 3.1 In consideration of the access granted by the Publisher under this Agreement, the Consortium shall pay the Charges due to the Publisher for each Publication within 30 days of receipt of each appropriate invoice. The Publisher will invoice the Consortium using two separate invoices: one invoice relating to access to the Publications (i.e ‘read’); and one invoice relating to publication of OA Articles (i.e ‘publish’). The Publisher’s allocation of the Charges between ‘read’ and ‘publish’ is set out in Schedule D and is based on the Customers’ subscription spend and estimated article publishing output.
- 3.2 In the event of additional access as provided in Clause 2.3 above, then, in each such event, the Consortium shall pay the Publisher the corresponding Charges for the new member access and/or additional Publication access on a pro-rata basis for the unexpired portion of the relevant Publication Term.
- 3.3 For the avoidance of doubt, the Charges shall be paid to the Publisher irrespective of whether the Consortium collects any payment from the Customers.
- 3.4 Notwithstanding any other provision of this Agreement, the Publisher will not be obliged to grant access to a Publication, or continue to grant access to a given Customer, until the relevant Charges and (for Subscription Publications) Renewal Fees for that period have been received by the Publisher.
- 3.5 The Charges and (for Subscription Publications) any Renewal Fees may be increased to reflect, without limitation and as applicable, changes to the list of Customers.
- 3.6 The Consortium shall, prior to the Subscription Start Date, provide to the Publisher the relevant access control details relating to each Customer, and the Consortium shall notify the Publisher in writing of any changes to such details.
- 3.7 Unless expressly stated to the contrary in this Agreement, all amounts referred to in this Agreement will be interpreted as being amounts exclusive of value added tax, goods and services tax and any similar sales or excise tax ("Sales Tax"). Any Sales Tax payable in relation to any such amounts shall be added at the prevailing rate, as applicable, and paid by the Consortium following delivery of a valid invoice from Publisher.

3.8 The Consortium shall pay all amounts due to the Publisher without any deduction and/or withholding other than such amount (if any) it is required to deduct and/or withhold by law and/or upon other direction of any tax authority. In the event that the Consortium is required to make such deduction and/or withholding, the Consortium shall notify the Publisher before any such deduction and/or withholding is made and paid to the authority concerned and, further, shall, at the written request of the Publisher, do all things in its power that may be necessary to enable or assist the Publisher to claim exemption or preferential rate therefrom under any double taxation and/or similar agreement and/or convention from time to time in force and shall provide the Publisher at the time of payment with such evidence as the Consortium may possess and as may be reasonably required by the Publisher as to the deduction and payment of the tax and/or of the sums withheld.

#### **4 ETHICAL CONDUCT**

4.1 The Consortium represents and warrants that it shall not act, or omit to act, in such a way as to give rise to a breach by it, or any of its Affiliates, of any applicable law related to fraud, bribery, corruption or any related matter.

4.2 The Consortium represents and warrants that it shall not offer, promise, pay, give or authorise (tacitly or otherwise) any financial or other advantage, on behalf of the Publisher:

4.2.1 to any person in order to induce that person improperly to perform a function or activity in connection with a business or organization, a person's employment, or a public function; or

4.2.2 to any Official to influence that Official in connection with obtaining business or a business advantage for them or for any of the Publisher or its Affiliates.

4.3 The Consortium shall maintain adequate procedures designed to prevent any persons who perform services for them or on their behalf from undertaking the activities described in Clause 4.2 above to obtain or retain business or a business advantage for them or for any of the Publisher or its Affiliates.

4.4 The Consortium shall promptly report any apparent breach of Clauses 4.1 or 4.2 to the Publisher.

4.5 The Consortium shall comply with the OUP Partner Code of Conduct, as provided to the Consortium and as updated by the Publisher from time to time, in the execution of any services for or on behalf of the Publisher.

4.6 The Publisher shall have the right to terminate this Agreement immediately on written notice, without liability, for breach of Clauses 4.1 or 4.2.

4.7 In this Clause 4:

4.7.1 "Official" means (a) an individual who holds a legislative, administrative, or judicial position of any kind of any country or territory, or any subdivision of any country or territory; (b) any person who performs public functions in any branch of any national, local or municipal government or who exercises a public function for any public agency or public enterprise; and (c) an official or agent of a public international organisation, such as the UN or the World Bank;

4.7.2 "Affiliate" shall mean, in relation to a party, a person who is, from time to time, a subsidiary or parent of that party, or is a subsidiary of that party's parent; and

4.7.3 the record keeping, audit and other related provisions set out in Clause 4.8 shall continue for six years after termination of this Agreement.

4.8 The Consortium shall:

4.8.1 maintain accurate and complete records of all expenditures related to performance of this Agreement and the steps taken by the Consortium to take adequate procedures pursuant to Clause 4.3 and make such records available to the Publisher, its advisors and auditors on reasonable notice;

4.8.2 co-operate with the Publisher and its third party representatives both in relation to any investigation in respect of matters relating to fraud, bribery, corruption or any related matter, and in case of any reasonably suspected breach of this Clause 4; and

4.8.3 answer, in reasonable detail, any written or oral inquiry from the Publisher related to the Consortium's compliance with this Clause 4.

## **5 TERMINATION**

5.1 If a party commits a material breach of this Agreement (and in the case of a breach capable of remedy fails to remedy the same within 30 days of a written request to do so), then the other party may terminate this Agreement with immediate effect by giving the breaching party written notice of termination. Without limitation, a breach by the Consortium of the provisions of Clause 3.1 above would constitute a material breach of this Agreement. The rights in this Clause are in addition to any rights and remedies that may be available in law or equity. Termination of this Agreement by the Publisher due to a breach by the Consortium of Clause 3.1 above will also entitle the Publisher to terminate each Customer's access pursuant to this Agreement, irrespective of whether the Customer has made any payment to the Consortium in respect thereof.

5.2 The Publisher reserves the right to withdraw from the Publications and/or cease providing hosting services for content that it no longer retains the right to provide or that it determines may be unlawful, defamatory, obscene, harmful, false, infringing or otherwise objectionable without incurring any liability to the Consortium.

## **6 CUSTOMER OPT IN/OUT**

6.1 A Customer may opt out from this Agreement during the Subscription Period. Notice of such a decision to opt out shall be given in writing by the Consortium to the Publisher no later than 30 November in each year of the Subscription Period. Following receipt of such notice by the Publisher, at the end of such year, the IP range of such Customer will be excluded and such Customer will lose access to the Publications, the Customer will no longer be able to publish OA Articles, and the Customer Agreement for such Customer will terminate. In the event of any opt out, the relevant Customer's share of the Charges will be deducted from the Charges for the next calendar years of the Subscription Period. For the avoidance of doubt, any such Customer termination shall not affect any rights and obligations of the other Customers.

6.2 The Consortium has the right to include new customers to individually opt in to this Agreement throughout the Subscription Period. Notice of such a decision to opt in must be given by the Consortium in writing to the Publisher no later than 30 November in each year of the Subscription Period. In such event:

6.2.1 the corresponding Charges for access to the Publications will be agreed in accordance with the pricing calculation agreed between the parties, and such Charges shall be paid by the Consortium on the Customers' behalf in accordance with clause 3.1 of the Consortium Agreement;

6.2.2 in consideration for payment of such Charges, the Publisher will agree to enter into a Customer Agreement and all applicable schedules and annexes to this Agreement, with that new member Customer; and

6.2.3 following the Consortium providing the Publisher the relevant access control relating to such new member Customer, the Publisher will provide such new member Customer with access to the Publications and, open access publishing services, with effect from 1st of January of the following year and for the remainder of the Subscription Period in accordance with this Agreement.

## **7 REPRESENTATIONS AND WARRANTIES**

- 7.1 The Publisher represents and warrants that it has the power to enter into this Agreement and to grant the access conferred herein to the Customers, and that the Publications do not violate or infringe upon any patent, copyright, trademark, trade secret or other proprietary or contract right of any third party. The Publisher will indemnify, defend and hold the Consortium harmless against any and all damages, liabilities, claims, causes of action, legal fees and costs incurred by the Consortium which arise out of any breach by the Publisher of the Publisher's warranties in this clause. This indemnity shall not cover the Consortium to the extent that a claim results from the Consortium's negligence or wilful misconduct. This indemnity is conditional on the Consortium (a) as soon as reasonably practicable, giving written notice of the claim to the Publisher, specifying the nature of the claim in reasonable detail; (b) not making any admission of liability, agreement or compromise in relation to the claim without the prior written consent of the Publisher; and (d) giving to the Publisher sole authority to avoid, dispute, compromise or defend the claim. If any such action or claim is made, the Consortium will fully cooperate with the Publisher in defense or settlement of such claim. This indemnity obligation will survive the termination of this Agreement.
- 7.2 The Consortium represents and warrants that it has the power and authority to enter into and perform this Agreement; and that the signatory for the Consortium has the full power and authority to sign this Agreement on behalf of itself and on behalf of the Customers and to bind the Customers to its obligations under this Agreement.
- 7.3 THE PUBLISHER PROVIDES ACCESS TO THE PUBLICATIONS ON AN "AS IS" BASIS. SAVE AS PROVIDED ABOVE AND TO THE EXTENT PERMITTED BY LAW, THE PUBLISHER GIVES NO WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO REPRESENTATION THAT (I) THE PUBLICATIONS WILL BE OF SATISFACTORY QUALITY, SUITABLE FOR ANY PARTICULAR PURPOSE OR FOR ANY PARTICULAR USE UNDER SPECIFIED CONDITIONS, NOTWITHSTANDING THAT SUCH PURPOSE, USE, OR CONDITIONS MAY BE KNOWN TO PUBLISHER; OR (II) THAT THE PUBLICATIONS WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION OR THAT ANY ERRORS WILL BE CORRECTED; OR (III) THAT THE MATERIAL PUBLISHED IN THE PUBLICATIONS IS EITHER COMPLETE OR ACCURATE.
- 7.4 IN NO CIRCUMSTANCES WILL THE PUBLISHER BE LIABLE TO THE CONSORTIUM OR ANY CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS RESULTING FROM A CAUSE OVER WHICH PUBLISHER DOES NOT HAVE DIRECT OR INDIRECT CONTROL, INCLUDING BUT NOT LIMITED TO FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORISED ACCESS, THEFT, OR OPERATOR ERRORS; NOR FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR INDIRECT DAMAGES OR LOSS OF PROFITS, INCLUDING IN THE FOREGOING CASES, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA OR CORRUPTION OF DATA, LOSS OF PROGRAMS, LOSSES ARISING FROM INACCURACIES IN, OR CORRUPTION CAUSED BY, THE PUBLICATIONS, LOSS OF BUSINESS OR GOODWILL, OR OTHER DAMAGES OR LOSSES OF ANY NATURE ARISING OUT OF THE ACCESS TO, OR INABILITY TO ACCESS THE PUBLICATIONS.
- 7.5 SAVE IN RESPECT OF THE INDEMNITY IN CLAUSE 7.1, BOTH PARTIES AGREE THAT THE ENTIRE LIABILITY OF EITHER PARTY ARISING OUT OF ANY KIND OF LEGAL CLAIM (WHETHER IN CONTRACT, TORT, BY STATUTE OR OTHERWISE) IN ANY WAY CONNECTED WITH THE USE OR INABILITY TO USE THE PUBLICATIONS, OR OTHERWISE ARISING IN CONNECTION WITH THIS AGREEMENT, WILL NOT EXCEED AN AMOUNT EQUIVALENT TO THE YEARLY FEE SET OUT IN SCHEDULE D.
- 7.6 THE CONSORTIUM WARRANTS AND REPRESENTS TO THE PUBLISHER THAT IT HAS NOTIFIED EACH OF THE CUSTOMERS THAT ACCESS TO THE PUBLICATIONS CAN ONLY BE PROVIDED BY THE PUBLISHER ON THE TERMS OF THE CUSTOMER TERMS AND CONDITIONS IN THE FORM ATTACHED AT SCHEDULE A AND THAT EACH OF THE CUSTOMERS HAD BEEN PROVIDED WITH A COPY OF THE CUSTOMER TERMS AND CONDITIONS PRIOR TO THE EFFECTIVE DATE.

## 8 GENERAL

- 8.1 This Agreement is personal to the Consortium and neither this Agreement nor any of the rights or obligations under this Agreement be assigned by the Consortium without the prior written consent of the Publisher. The Publisher may assign any or all of its rights and obligations under this Agreement to an affiliate, a successor to its business or a transferee of Publisher's right to publish and distribute any Publication(s). The rights and obligations of this Agreement will bind and benefit any successors and permitted assigns of the parties. Any attempted assignment in violation of this Clause will be null and void and of no force or effect.
- 8.2 Except where expressly stated otherwise, all notices required to be given under this Agreement will be given in writing in English and left at or sent by registered or recorded delivery to the appropriate address shown at the head of this Agreement, or such other address as the party concerned may from time to time designate by notice pursuant to this Clause. Such notices will be deemed to be delivered (i) when left at the addressee's address; or (ii) if posted 10 (ten) days after posting. All notices to Publisher shall be marked for the attention of the Group Legal Director. All notices to the Consortium shall be marked for the attention of the contact named in the cover page of this Agreement.
- 8.3 Subject to Clause 8.4, this Agreement constitutes the entire agreement of the parties about its subject matter, supersedes all prior communications, understandings and agreements (whether written or oral) relating to its subject matter.
- 8.4 Any existing agreement between the Publisher and the Consortium for access to Perpetual Access Publications will remain in effect in relation to purchases of such Perpetual Access Publications already made under such agreement prior to this Agreement coming into force; provided however that any Update(s) to such Perpetual Access Publications purchased by the Consortium after this Agreement comes into force will be treated as a Publication and subject to the terms of this Agreement.
- 8.5 Subject to the requirements of any laws local to the parties: this Agreement may be executed in any number of counterparts, each of which when executed and delivered will constitute a duplicate original, but all the counterparts will together constitute the one agreement; and the parties agree to be bound by photocopy, scanned, facsimile, electronic or other copies, which will have the same effect for all purposes as an ink-signed original.
- 8.6 This Agreement may be amended:
- 8.6.1 by the Publisher, in its sole discretion, provided that the Publisher shall use reasonable endeavours such that the Consortium will have thirty (30) days' prior written notice of any such proposed amendment and the Consortium will have the option to terminate this Agreement by delivery to the Publisher of a written notice of the Consortium's election to terminate this Agreement received by the Publisher within sixty (60) days of receipt of such notice; and
- 8.6.2 by agreement in writing executed by both parties.
- Notice of any proposed amendments to this Agreement may be delivered to the Consortium by the Publisher electronically through the Publisher's online customer support account management system.
- 8.7 Notwithstanding anything to the contrary herein, neither the Consortium nor the Publisher shall be responsible to the other for any failure to perform any obligation under this Agreement due to Acts of God, war, riot, embargoes, acts of civil or military authorities, fire, flood, typhoon, wind storm, snow storm, blizzard, hurricane, or other cause that is outside the control of the party and could not be avoided by the exercise of due care. Notwithstanding the occurrence of any of the events set forth in this Clause, the parties shall at all times use reasonable efforts to perform all obligations under this Agreement in a timely manner, taking account of the existing circumstances.
- 8.8 No provision in this Agreement is intended to be enforceable by any third party.



- 8.9 The rights of the parties arising under this Agreement will 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 will not be construed as a waiver of any other rights or of any other further breach.
- 8.10 Headings used in this Agreement are for convenience only and are deemed not to be part of the Agreement.

## SCHEDULE A

### CUSTOMER TERMS AND CONDITIONS

Each Customer agrees to the terms and conditions of these Customer Terms and Conditions through the agency of the Consortium. References to "Customer" shall be construed as a reference to each and every Customer individually.

#### 1. COMMENCEMENT AND DEFINITIONS

1.1 Regardless of when this Agreement commences or terminates, the Customer and its Authorised Users may not access a Publication outside of the Publication Term for that Publication unless the Publisher expressly permits such access, which will be subject to the terms of the Legal Notice(s) for the relevant Publication(s).

1.2 In this Agreement, the following expressions will have the following meanings:

"Authorised User"	an individual who is authorised by the Customer to access the Customer's information services available through the Customer's Secure Network, <u>and</u> who is either (i) a current student, faculty member, library patron, employee or contractor of the Customer; or (ii) an individual physically present on the Customer's premises
"Charges"	the price payable by the Consortium for access by the Customer and its Authorised Users to the Publications
"Commercial Use"	use for the purposes of monetary reward (whether by or for the Customer, an Authorised User, or any other person or entity) whether by means of sale, resale, loan, transfer, hire, or any other form of exploitation
"Concurrency Restriction"	for each Publication, respectively, the maximum number of permitted concurrent Authorised Users for that Publication, if applicable, as specified in Schedule C to these Customer Terms and Conditions and/or in the relevant invoice and/or as otherwise agreed in writing
"Content-Specific Terms"	in relation to an article, chapter or any other portion of any Publication, the specific terms under which that material is published (for example, but not limited to, Creative Commons terms) and as specified on the website of the Publication
"Consortium"	as listed at "Consortium" in the Commercial Terms above
"Hosting Fees"	the fees payable by the Consortium for hosting services as further described in Annex 3 to these Customer Terms and Conditions
"Journals"	the online version of Publisher's Publications listed in (i) Annex B to these Customer Terms and Conditions; and/or (ii) an invoice relating to this Agreement and/or (iii) otherwise agreed in writing by both parties to be added to this Agreement
"Journals Subscription"	a purchased subscription for Journals
"Legal Notice"	for each Publication, the legal notice and/or terms of use of that Publication as specified on the website for the Publication in a document linked from the footer or header of the Publication's homepage
"Material"	any abstract, article, index, advertising, or other material contained in the Publications and accessed online

"Non-Commercial Text And Data Mining"	Text And Data Mining for the sole purpose of research for a non-commercial purpose
"Online Products"	the online version of Publisher's publications listed in (i) Schedule C to these Customer Terms and Conditions; and/or (ii) an invoice relating to this Agreement and/or (iii) otherwise agreed in writing by both parties to be added to this Agreement
"Password(s)"	any password(s) given to the Customer by the Publisher or created by or for the Customer to access the Publication(s) and any other passwords or access control mechanisms required for Authorised Users to access the Secure Network
"Permitted Use"	for each Publication, respectively, the permitted use of that Publication, as provided in Clause 2 of this Agreement and in the Legal Notice for that Publication
"Perpetual Access Publication"	a Publication which is purchased on a perpetual access basis
"Perpetual Access Start Date"	for each Publication which is a Perpetual Access Publication, respectively, the date on which perpetual access starts for that Publication as specified in Schedule C to these Customer Terms and Conditions and/or in the relevant invoice, or as otherwise agreed in writing)
"Pre-Publication Titles"	any Publications which have not yet been published online as at the date on which the Customer's order for such Publications is received by the Publisher
"Publication(s)"	The Journals and/or Online Products published online by the Publisher and (i) listed in (a) Schedule C to the Consortium Terms and Conditions; and/or (b) an invoice relating to this Agreement; and/or (ii) as otherwise notified to the Customer in writing
"Publication Term"	as defined in Clause 2.1
"Publisher"	THE CHANCELLOR, MASTERS, AND SCHOLARS OF THE UNIVERSITY OF OXFORD trading as OXFORD UNIVERSITY PRESS of Great Clarendon Street, Oxford OX2 6DP, United Kingdom.
"Renewal Fees"	the fees payable by the Consortium for renewal of access to Subscription Publications as further described in Annex 1
"Secure Network"	a network (whether a stand alone network or a virtual network within the Internet, accessible offsite) which is accessible only to Authorised Users; without limitation, a cache server or any server or network which can be accessed by anyone other than Authorised Users is not a Secure Network
"Server"	either the Publisher's server or a third party server designated by the Publisher on which the Publications are mounted and through which the Customer and its Authorised Users may gain access to the Publications by means of the World Wide Web
"Subscription End Date"	for each Subscription Publication, respectively, the date on which the subscription ends for that Publication (as may be specified in Schedule C to these Customer Terms and Conditions and/or in the relevant invoice and/or as otherwise agreed in writing) or any subsequent date agreed in writing by the parties under the renewal process in this Agreement

"Subscription Period"	for each Subscription Publication, respectively, the period commencing on the Subscription Start Date for that Publication and expiring on the Subscription End Date for that Publication as specified in Schedule C to these Customer Terms and Conditions and/or in the relevant invoice and/or as otherwise agreed in writing) and subject to renewal for successive periods in accordance with this Agreement
"Subscription Publication"	a Publication which is purchased on a subscription basis
"Subscription Start Date"	for each Subscription Publication, respectively, the date the subscription starts for that Publication as specified in Schedule C to these Customer Terms and Conditions and/or in the relevant invoice, or as otherwise agreed in writing
"Text And Data Mining"	in relation to any Publication(s) or any portion thereof, performing a computational analysis of anything recorded in that (those) Publication(s) or portion
"Update Fees"	the fees payable by the Consortium for access to Updates as further described in Annex 3 to these Customer Terms and Conditions

1.5 The terms in Annexes 1, 2, 3 and 4 will apply only in the following circumstances:

1.5.1 For any Subscription Publication: Annex 1 to these Customer Terms and Conditions applies to each such Publication.

1.5.2 For any Journals Subscription: Annex 2 to these Customer Terms and Conditions applies to each such Journals Subscription.

1.5.3 For any Perpetual Access Publication: Annex 3 to these Customer Terms and Conditions applies to each such Publication.

## **2 GRANT OF ACCESS, PERMITTED USE AND LIMITATIONS ON USE**

2.1 In this Agreement, "Publication Term" will mean:

2.1.1 for each Subscription Publication, the Subscription Period for that Publication; and

2.1.2 for each Perpetual Access Publication, a perpetual term beginning on the Perpetual Access Start Date for that Publication.

2.2 For each Publication, respectively, during the relevant Publication's Publication Term, the Customer may allow its Authorised Users, on a non-exclusive and non-transferable basis (and in all cases subject to the remaining terms and conditions of this Agreement, including the restrictions listed in Clause 2.3) to:

2.2.1 access the Server by means of a Secure Network to search the Publication and to view, retrieve, and display portions thereof;

2.2.2 save and print out single copies of portions of the Publication for personal use;

2.2.3 *if the Customer is an academic institution*, incorporate links to the Publication in electronic course packs and course management systems for use in connection with courses offered by the Customer for academic credit (provided that no person other than an Authorised User may use such links);

2.2.4 *if the Customer is an academic library or library which is part of a non-commercial organisation*, supply another academic library or library which is part of a non-commercial organisation, on a non-exclusive basis and for the sole purpose of supplying an authorised patron of the recipient library with a single copy of an electronic original of an individual document from a Publication

for that user's research or private study (and not for Commercial Use); such supply must be by post, fax or secure electronic transmission using Ariel or its equivalent, whereby the electronic file is deleted and inaccessible after printing;

2.2.5 *if the Customer is an academic institution*, permit an Authorised User to make a copy of the Publication(s) or portions thereof in order for that Authorised User to carry out Non-Commercial Text And Data Mining in relation to the Publication(s) or portions thereof, provided that:

2.2.5.1 any such copy is made solely in order for that Authorised User to carry out such Non-Commercial Text and Data Mining;

2.2.5.2 any such copy is accompanied by a sufficient acknowledgement, including without limitation acknowledgement if any results of such Non-Commercial Text and Data Mining are published;

2.2.5.3 any such copy is not transferred to any other person, nor is any such copy used for any purpose other than as provided in sub-Clause 2.2.4.1 above (in either of the foregoing cases, unless the Publisher provides prior written consent);

2.2.5.4 any such copy is promptly destroyed once it is no longer necessary for the relevant Non-Commercial Text and Data Mining;

2.2.5.5 the Authorised User complies with all Publisher usage policies communicated to the Authorised User or made available to Authorised User, including without limitation any security measures and conditions of access; and

2.2.5.6 the Authorised User registers each Non-Commercial Text And Data Mining activity by providing the details of such activity via an email to [Data.Mining@oup.com](mailto:Data.Mining@oup.com) and completing the questionnaire provided by the Publisher in response to such email if requested to do so by the Publisher.

2.3 Provided that nothing in this Agreement will limit the Customer's or an Authorised Users' rights under applicable copyright laws, the Customer and its Authorised Users may not:

2.3.1 undertake or carry out (or, in the Customer's case, allow any Authorised User to undertake or carry out) any Text and Data Mining without the Publisher's prior written consent.

2.3.2 remove or alter Publisher's copyright notices or other means of identification or disclaimers as they appear in the Publications;

2.3.3 systematically make multiple printed or electronic copies of portions of the Publications for any purpose except as permitted by law or as authorised by Publisher;

2.3.4 display or distribute or permit access to any part of the Publications via any method other than the Secure Network;

2.3.5 permit anyone other than Authorised Users to access or use the Publications; and

2.3.6 use all or any part of the Publications for any Commercial Use.

Furthermore, subject to Clause 2.4, with respect to each Publication, the rights granted in Clause 2.2 are subject to any relevant (a) Concurrency Restriction(s), (b) Legal Notice, and/or (c) Content-Specific Terms.

2.4 In the case of any conflict or ambiguity between:

2.4.7 the Permitted Use specified in this Clause 2 and the Permitted Use specified in the Legal Notice for any Publication, this Clause 2 will take precedence in respect of that Publication;

2.4.8 the Permitted Use and the Content-Specific Terms for any portion of any Publication, the Content-Specific Terms will take precedence in relation to that portion of the Publication.

### **3 ACCESS AND SECURITY**

3.1 If the Publisher is hosting the Publications:

3.1.1 in order to provide access to Journals, the Publisher shall provide the Customer with a customer number as necessary to enable the Customer to set up and activate the Customer's online access to the Journals; and

3.1.2 in order to provide access to Online Products, the Customer shall provide, in the manner requested by the Publisher (which may include entering information in an online registration system), with the information needed to activate and maintain access to the Online Products, including prompt reporting of any additions, deletions or other alterations to the information supplied. Delay in provision of such information will not affect the commencement date of this Agreement, nor the Publication Term of any Publication.

3.2 The Customer will obtain and maintain during the term of this Agreement at its cost all telecommunications and other equipment and software (including relevant licenses) needed to access the Publications online via the Customer's Secure Network.

3.3 The Customer shall maintain appropriate and reasonable policies, procedures and technical and organizational measures to ensure that the Publications and Password(s) are at all times used within the scope of the rights granted to the Customer and its Authorised Users in this Agreement. In particular the Customer shall notify all Authorised Users that the Publications are protected by copyright and the Authorised Users' access to and use of the Publications is subject to the restrictions and obligations contained in this Agreement.

The Customer shall notify the Publisher immediately upon becoming aware of any of the following: (a) any loss, theft, or unauthorised use of any Password(s); (b) any breach of the Secured Network that could compromise the security or integrity of the Publications or Password(s); or (c) any breach by an Authorised User of the terms of this Agreement.

3.4 The obligations in this Clause 3 are designed to protect the security and authorised use of the Publications. The Publisher is reliant on the Customer fulfilling its obligations under this Agreement in order to accomplish this goal and, accordingly, upon the Publisher's request, the Customer shall terminate access to the Publications by any Authorised User whose actions or omissions contravene the terms of this Agreement.

3.5 The Publisher reserves the right to terminate or suspend the Customer's access to the Publications or any portion thereof (in addition to any other available remedies) if:

3.5.1 the Publisher reasonably believes that any portion of the Publications is being accessed or used otherwise than in accordance with this Agreement (including, without limitation, in breach of this Clause 3 or Clause 2.3.3); provided that the Publisher will restore access when the matter has been resolved to the Publisher's reasonable satisfaction; or

3.5.2 the Customer commits a material breach of this Agreement.

### **4 RESPONSIBILITIES OF PUBLISHER**

4.1 If the Publisher is hosting the Publications, the Publisher shall use all reasonable efforts:

4.1.1 to make each Publication available online to the Customer throughout that Publication's Publication Term;

4.1.2 to ensure that the Server has sufficient capacity and rate of connectivity to provide the Customer with a quality of service consistent with current industry standards for publishers publishing materials online;

4.1.3 to restore the Customer's access to the Publications as soon as possible in the event of an interruption or suspension of the service;

4.1.4 to provide, or arrange for a third party to provide, customer support services to Authorised Users.

4.2 To the extent the following monthly usage reports are made available by the party hosting the Publication(s) on behalf of the Publisher (for clarity, this excludes any Publications self-hosted by the Customer) and subject to the last sentence of this Clause, the Publisher will make available to the Customer monthly usage reports throughout the Publication Term for each Publication, detailing the level of use of each Publication by the Customer's Authorised Users per month. The Publisher shall use reasonable efforts to ensure that such usage reports are compliant with the most recent release of the COUNTER Code of Practice for Journals and Databases (available at [http://www.projectcounter.org/code\\_practice.html](http://www.projectcounter.org/code_practice.html)). The Customer acknowledges that the Publisher will not be able to provide accurate usage reports if the Customer stores the Publication(s) on any cache or proxy server, or accesses the Publications through an agent gateway.

## **5 PAYMENT OF THE CHARGES**

5.1 The Consortium has agreed to pay to the Publisher the total Charges due to the Publisher in respect of this Agreement. If the Consortium fails to pay such sums to the Publisher, the Publisher may suspend access to any or all Publications or any portion thereof or may terminate this Agreement without liability to the Customer, and the Customer further agrees that its sole remedy in such circumstances would be against the Consortium and not the Publisher. The Publisher's rights specified in this Clause are in addition to any rights and remedies that may be available in law or equity.

5.2 Notwithstanding any other provision of this Agreement, the Publisher will not be obliged to grant access to a Publication, or continue to grant such access to the Customer, until the Charges or Renewal Fees for that period have been received by the Publisher.

5.3 The Charges and (*for Subscription Publications*) any Renewal Fees may be increased to reflect, without limitation and as applicable, changes to the Publications, and/or the potential number of Authorised Users.

## **6 ACKNOWLEDGMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

6.1 The Customer acknowledges that, as between the Publisher and the Customer, all copyrights, patent rights, trademarks, services marks, database rights, trade secrets and other intellectual property rights relating to the Publications, and the Publisher's trademarks OXFORD, and OXFORD UNIVERSITY PRESS (collectively the "Publisher Intellectual Property"), are owned or controlled by Publisher, and the Customer further acknowledges that this Agreement does not convey to the Customer any right, title, or interest therein except for the right to access and use, and permit its Authorised Users to access and use, the Publications in accordance with the terms and conditions of this Agreement.

6.2 The Customer acknowledges that neither it nor any of its Authorised Users may create any derivative work based on the Publications without the prior written permission of the Publisher or as otherwise permitted by applicable copyright law.

## **7 REPRESENTATIONS, WARRANTIES AND INDEMNITIES**

7.1 The Publisher represents and warrants that it has the power to enter into this Agreement and to grant the access conferred herein to the Customer, and that the Publications do not violate or infringe upon any patent, copyright, trademark, trade secret or other proprietary or contract right of any third party. The Publisher will indemnify, defend and hold the Customer harmless against any and all damages, liabilities, claims, causes of action, legal fees and costs incurred by the Customer which arise out of any breach by the Publisher of the Publisher's warranties in this Clause 7.1. This indemnity shall not cover the Consortium or the Customers to the extent that a claim results from the Consortium's or a Customer's negligence or wilful misconduct. This indemnity is conditional on the Consortium (a) as soon as reasonably practicable, giving written notice of the claim to the Publisher, specifying the nature of the claim in reasonable detail; (b) and the Customers not making any admission of liability, agreement or

compromise in relation to the claim without the prior written consent of the Publisher; and (d) giving to the Publisher sole authority to avoid, dispute, compromise or defend the claim. If any such action or claim is made, the Consortium will fully cooperate with the Publisher in defense or settlement of such claim. This indemnity obligation will survive the termination of this Agreement.

- 7.2 The Customer represents and warrants that it has the power and authority to enter into and perform this Agreement; and that the signatory for the Customer (including if this Agreement is signed by a Customer Agent on behalf of a Customer) has the full power and authority to sign this Agreement on behalf of the Customer and bind the Customer to its obligations under this Agreement.
- 7.3 THE PUBLISHER PROVIDES ACCESS TO THE PUBLICATIONS ON AN "AS IS" BASIS. SAVE AS PROVIDED ABOVE AND TO THE EXTENT PERMITTED BY LAW, THE PUBLISHER GIVES NO WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO REPRESENTATION THAT (I) THE PUBLICATIONS WILL BE OF SATISFACTORY QUALITY, SUITABLE FOR ANY PARTICULAR PURPOSE OR FOR ANY PARTICULAR USE UNDER SPECIFIED CONDITIONS, NOTWITHSTANDING THAT SUCH PURPOSE, USE, OR CONDITIONS MAY BE KNOWN TO PUBLISHER; OR (II) THAT THE PUBLICATIONS WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION OR THAT ANY ERRORS WILL BE CORRECTED; OR (III) THAT THE MATERIAL PUBLISHED IN THE PUBLICATIONS IS EITHER COMPLETE OR ACCURATE.
- 7.4 IN NO CIRCUMSTANCES WILL THE PUBLISHER BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS RESULTING FROM A CAUSE OVER WHICH PUBLISHER DOES NOT HAVE DIRECT OR INDIRECT CONTROL, INCLUDING BUT NOT LIMITED TO FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORISED ACCESS, THEFT, OR OPERATOR ERRORS NOR IN NO CUIRCUMSTANCES WILL THE PUBLISHER BE LIABLEFOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR INDIRECT DAMAGES OR LOSS OF PROFITS, INCLUDING IN THE FOREGOING CASES, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA OR CORRUPTION OF DATA, LOSS OF PROGRAMS, LOSSES ARISING FROM INACCURACIES IN, OR CORRUPTION CAUSED BY, THE PUBLICATIONS, LOSS OF BUSINESS OR GOODWILL, OR OTHER DAMAGES OR LOSSES OF ANY NATURE ARISING OUT OF THE ACCESS TO, OR INABILITY TO ACCESS THE PUBLICATIONS.
- 7.5 SAVE IN RESPECT OF THE INDEMNITY IN CLAUSE 7.1, BOTH PARTIES AGREE THAT THE ENTIRE LIABILITY OF EITHER PARTY ARISING OUT OF ANY KIND OF LEGAL CLAIM (WHETHER IN CONTRACT, TORT, BY STATUTE OR OTHERWISE) IN ANY WAY CONNECTED WITH THE USE OR INABILITY TO USE THE PUBLICATIONS, OR OTHERWISE ARISING IN CONNECTION WITH THIS AGREEMENT, WILL NOT EXCEED AN AMOUNT EQUIVALENT TO THE YEARLY FEE SET OUT IN SCHEDULE D..

## **8 TERMINATION**

- 8.1 The Customer may opt out from this Agreement during the Subscription Period. Notice of such a decision to opt out shall be given in writing by the Consortium to the Publisher no later than 30 November in each year of the Subscription Period. Following receipt of such notice by the Publisher, at the end of such year, the IP range of the Customer will be excluded and the Customer will lose access to the Publications, the Customer will no longer be able to publish OA Articles, and the Customer Agreement for such Customer will terminate.
- 8.2 If a party commits a material breach of this Agreement (and in the case of a breach capable of remedy fails to remedy the same within 30 days of a written request to do so), then the other party may terminate this Agreement with immediate effect by giving the breaching party written notice of termination. Without limitation, a breach by the Customer of the provisions of Clauses 2.3, 3.1, 3.2 and 3.3 above would constitute a material breach of this Agreement. The rights in this Clause are in addition to any rights and remedies that may be available in law or equity.
- 8.3 The Publisher will be entitled to terminate this Agreement forthwith in the event the Publisher terminates the agreement between the Consortium and the Publisher due to failure by the Consortium to pay the Charges due to the Publisher thereunder.



## 9 GENERAL

- 9.1 The liability of each Customer shall be several.
- 9.2 This Agreement is personal to the Customer and the access granted under it does not extend to its subsidiary or parent organisations (unless expressly provided herein), nor may such access or any other rights or obligations under this Agreement be assigned by the Customer without the prior written consent of the Publisher. The Publisher may assign any or all of its rights and obligations under this Agreement to an affiliate, a successor to its business or a transferee of Publisher's right to publish and distribute any Publication(s). The rights and obligations of this Agreement will bind and benefit any successors and permitted assigns of the parties. Any attempted assignment in violation of this Clause will be null and void and of no force or effect.
- 9.3 Except where expressly stated otherwise, all notices required to be given under this Agreement will be given in writing in English and left at or sent by registered or recorded delivery to the appropriate address shown at the head of this Agreement, or such other address as the party concerned may from time to time designate by notice pursuant to this Clause. Such notices will be deemed to be delivered (i) when left at the addressee's address; or (ii) if posted 10 (ten) days after posting. All notices to Publisher shall be marked for the attention of the Group Legal Director. All notices to the Customer shall be marked for the attention of the contact named in the cover page of this Agreement.
- 9.4 Subject to Clause 9.5, this Agreement constitutes the entire agreement of the parties about its subject matter, supersedes all prior communications, understandings and agreements (whether written or oral) relating to its subject matter.
- 9.5 Any existing perpetual access agreement between the Publisher and the Customer will remain in effect in relation to perpetual access purchases already made under such agreement prior to this Agreement coming into force; provided however that any update(s) to such online products purchased by the Customer after this Agreement comes into force will be treated as a Publication and subject to the terms of this Agreement.
- 9.6 Subject to the requirements of any laws local to the parties: this Agreement may be executed in any number of counterparts, each of which when executed and delivered will constitute a duplicate original, but all the counterparts will together constitute the one agreement; and the parties agree to be bound by photocopy, scanned, facsimile, electronic or other copies, which will have the same effect for all purposes as an ink-signed original.
- 9.7 This Agreement may be amended:
- 9.7.5 by the Publisher, in its sole discretion, provided that the Publisher shall use reasonable endeavours such that the Customer will have thirty (30) days' prior written notice of any such proposed amendment and the Customer will have the option to terminate this Agreement by delivery to the Publisher of a written notice of the Customer's election to terminate this Agreement received by the Publisher within sixty (60) days of receipt of such notice; and
- 9.7.6 by agreement in writing executed by both parties.
- Notice of any proposed amendments to this Agreement may be delivered to the Customer by the Publisher electronically through the Publisher's online customer support account management system.
- 9.8 Notwithstanding anything to the contrary herein, neither the Customer nor the Publisher shall be responsible to the other for any failure to perform any obligation under this Agreement due to Acts of God, war, riot, embargoes, acts of civil or military authorities, fire, flood, typhoon, wind storm, snow storm, blizzard, hurricane, or other cause that is outside the control of the party and could not be avoided by the exercise of due care. Notwithstanding the occurrence of any of the events set forth in this Clause, the parties shall at all times use reasonable efforts to perform all obligations under this Agreement in a timely manner, taking account of the existing circumstances.

- 9.9 No provision in this Agreement is intended to be enforceable by any third party.
- 9.10 The rights of the parties arising under this Agreement will 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 will not be construed as a waiver of any other rights or of any other further breach.
- 9.11 Headings used in this Agreement are for convenience only and are deemed not to be part of the Agreement.

## **ANNEX 1 – ADDITIONAL TERMS FOR SUBSCRIPTION PUBLICATIONS**

1. Except where expressly stated otherwise, the terms in this Annex will apply only in relation to Subscription Publications, if any, purchased under this Agreement.
2. Except as set out in Annex 2 to the Customer Terms and Conditions where expressly agreed otherwise in writing, following the expiry of the Subscription Period the Customer will not be entitled to continuing access to the Subscription Publication or any portion thereof.
3. For each Subscription Publication, no later than 30 days before the end of the Subscription Period for that Publication, the Publisher shall notify the Consortium of the Renewal Fees for the following 12 month period (or such other period as may be agreed by the parties) and shall invoice the Consortium for this amount. Upon payment of such Renewal Fees, the Subscription Period for that Publication will be extended by that further period. Payment for that period will be due to the Publisher within 30 days from the date of the invoice.

## ANNEX 2 – ADDITIONAL TERMS FOR A JOURNALS SUBSCRIPTION

1. Except where expressly stated otherwise, the terms in this Annex will apply only in relation to a Journals Subscription, if any, purchased under this Agreement.
2. Subject to Clause 3 of this Annex, and notwithstanding the expiry of the Subscription Period, the Customer will be entitled to perpetual access on the same terms as this Agreement to the portion(s) of the Journals that were published for the first time during the Subscription Period, provided that the Customer shall pay any relevant Hosting Fees, following the same procedure for Hosting Fees set out in Annex 3 to the Customer Terms and Conditions, Clauses 3(a)-(d).
3. If the Publisher ceases to hold the publication rights to any of the Journals, and is no longer able to provide the access thereto described in Clause 2 of this Annex, the Publisher shall make all reasonable efforts to ensure that continuing access is provided:
  - a. by the new publisher of the relevant Journal(s); or
  - b. through Portico, CLOCKSS, or a similar 3rd party archive and in such case the Publisher shall provide all relevant details of the Customer to the 3rd party in order to enable access to the 3rd party archive by the Customer; provided that such access will be subject to Customer fulfilling the 3rd party's terms and condition for access; or
  - c. by providing the Customer with an electronic copy of the relevant portion(s) of the relevant Journal(s) for the purpose of self-hosting by the Customer; provided that this will be subject to the Publisher's approval and to the parties agreeing additional terms and conditions in connection with the Publisher providing the electronic copy and with the self-hosting of such electronic copy.

4. In this Clause:

"Standard Rate Subscription" means a subscription to an individual Journal at the Publisher's current list price.

"Holding Journal" means a Journal to which the Customer has been granted access via a Standard Rate Subscription before the Subscription Start Date for the relevant Journal collection, as listed in Schedule C to these Customer Terms and Conditions.

- a. The Customer shall continue to pay the Standard Rate Subscription price, as may be increased during the Subscription Period, for all Holding Journals which are (i) maintained outside of the relevant Journal collection, and (ii) migrated into the relevant Journal Collection.
- b. The Publisher reserves the right to terminate or suspend the Customer's access to the Publications or any portion thereof if the Customer fails to renew any existing subscriptions to any Holding Journals in accordance with Clause 4 a. above.

### ANNEX 3 – ADDITIONAL TERMS FOR PERPETUAL ACCESS PUBLICATIONS

1. Except where expressly stated otherwise, the terms in this Annex will apply only in relation to Perpetual Access Publications, if any, purchased under this Agreement.

As used in this Annex, the following terms have the following meanings:

"Version Purchased" in relation to a Perpetual Access Publication that consists of an online collection of titles, the version of the collection specified as the "Version Purchased" in Schedule C to these Customer Terms and Conditions, in an invoice relating to this Agreement, or otherwise agreed in writing by the Publisher

"Updates" in relation to a Perpetual Access Publication, updates to that Publication published by the Publisher after the Version Purchased

2. For the avoidance of doubt, in the case of Perpetual Access Publications, the Charges do not include perpetual access to any Updates. Should any Updates be published, they may be purchased by the Customer, subject to a separate agreement at the relevant time and payment of Update Fees. Any Updates so purchased will become part of the Publications and subject to the terms of this Agreement.
3. Subject to Clause 4 of this Annex, the provisions relating to hosting services are as follows:
  - a. The Publisher shall calculate the Hosting Fees payable for hosting services on the basis of a rolling twelve (12) month period or such other hosting period as may be specified by the Publisher.
  - b. No later than sixty (60) days before the end of any current hosting period, the Publisher may send the Consortium an invoice for the Hosting Fees for renewal of such hosting services for a further twelve (12) month period or such other period as may be specified by the Publisher. These Hosting Fees may be higher than the Hosting Fees for the then current hosting period. If the Consortium does not pay the Hosting Fees prior to commencement of the hosting period to which they relate, the Publisher may terminate such hosting services on written notice to the Customer.
  - c. If the Publisher does not wish to continue hosting all or any of the Publications, whether due to ceasing publication of the Publication in question or otherwise, it shall give the Customer not less than ninety (90) days' notice of the termination of such hosting services and shall credit the Customer all Hosting Fees applicable to the unexpired term of the then current hosting period on a pro rata basis.
  - d. If the Publisher terminates such hosting services pursuant to Clauses 3(b) or 3(c) of this Annex, above, the Publisher shall enable continuing access to the Publications in question by providing the Customer an electronic file containing the content of the Publications in XML format, or such other format as the Publisher may determine in its discretion, for the purpose of self-hosting by the Customer. Such provision will be subject to the parties agreeing additional terms and conditions in connection with the provision and self-hosting of such electronic copy. For the avoidance of doubt, the Publisher will not be obligated to provide the Customer with any Publication or part(s) thereof that the Publisher no longer has the right to publish, grant access to or otherwise distribute in this way. This Agreement will apply (or will continue to apply), regardless of who is hosting the Publications, unless expressly stated otherwise herein.
4. Where the Publisher notifies the Customer that a Perpetual Access Publication is subject to an Update Fee, no Hosting Fees will be payable. However, in order to receive Updates for such Publications, the Customer must pay an annual Update Fee. The Customer will not be entitled to receive any Updates in respect of such Publications until all Update Fees have been paid in respect of those Publications. If the Customer does not pay the Update Fees prior to commencement of the Updates to which they relate, the

Publisher reserves the right to terminate or suspend the Customer's access to the relevant Perpetual Access Publications on written notice to the Customer, in addition to any other available remedies.

Update Fees are payable as follows:

- a. The Publisher shall calculate the Update Fees payable for such Publications on the basis of a rolling twelve (12) month period or such other period as may be specified by the Publisher.
  - b. No later than sixty (60) days before the end of any current period, the Publisher may send the Customer an invoice for the Update Fee for a further twelve (12) month period or such other period as may be specified by the Publisher. These Update Fees may be higher than the Update Fees for the then current period.
5. Except where Publisher is merely acting as a distributor for a third party's content, if the Publisher ceases to hold the publication rights of any of the Perpetual Access Publications, and is no longer able to provide access, the Publisher shall make all reasonable efforts to ensure that continuing access is provided:
- a. by the new publisher of the relevant Publication; or
  - b. through Portico, CLOCKSS, or a similar 3rd party archive and in such case the Publisher shall provide all relevant details of the Customer to the 3rd party in order to enable access to the 3rd party archive by the Customer. Such access will be subject to Customer fulfilling the 3rd party's terms and condition for access; or
  - c. by providing the Customer with an electronic copy of the relevant Publications for the purpose of self-hosting by the Customer. Such provision will be subject to Publisher approval and the parties agreeing additional terms and conditions in connection with the provision and self-hosting of such electronic copy.

6. **RIGHT OF CANCELLATION: PRE-PUBLICATION TITLES**

- a. If the Publisher accepts an order for Perpetual Access Publications which includes any Pre-Publication Titles, the Publisher reserves the right, at any time prior to activating the Customer's access to such Pre-Publication Titles, to amend or cancel such order (as may be appropriate) to remove any one or more such Pre-Publication Titles from the order and the scope of this Agreement. For the avoidance of doubt, any such amendment or cancellation under this Clause will not extend to or otherwise affect any Publications in respect of which access has already been activated.
- b. If the Publisher amends or cancels an order in accordance with Clause 6(a) of this Annex, its sole liability to the Customer will be limited to the repayment by the Publisher of any and all sums received by the Publisher under this Agreement for the Pre-Publication Titles affected by such amendment or cancellation.

**SCHEDULE B**

**CUSTOMERS**

University College Dublin
Trinity College Dublin
University College Cork
University of Limerick
Dublin City University
National University of Ireland Galway
National University of Ireland Maynooth
Royal College of Surgeons Ireland
Teagasc
Technological University Dublin

## SCHEDULE C

### PUBLICATIONS

#### SUBSCRIPTION PUBLICATIONS

Subscription Start Date: 01.01.2021

Subscription End Date: 31.12.2023

#### Journals

<b>Hybrid Journals</b>	<b>Online ISSN</b>	<b>Eligible Journal? (Yes / No)</b>	<b>Author retains copyright? (Yes / No)</b>
Acta Biochimica et Biophysica Sinica	1745-7270	Yes	Yes
Adaptation	1755-0645	Yes	Yes
Advances in Nutrition	2156-5376	Yes	Yes
Aesthetic Surgery Journal	1527-330X	Yes	Yes
African Affairs	1468-2621	Yes	Yes
Age and Ageing	1468-2834	Yes	Yes
Alcohol and Alcoholism	1464-3502	Yes	Yes
American Entomologist	2155-9902	Yes	Yes
American Journal of Clinical Pathology	1943-7722	Yes	Yes
American Journal of Epidemiology	1476-6256	Yes	Yes
American Journal of Health-System Pharmacy	1535-2900	Yes	No
American Journal of Hypertension	1941-7225	Yes	Yes
American Journal of Legal History	2161-797X	Yes	Yes
American Law and Economics Review	1465-7260	Yes	Yes
American Literary History	1468-4365	Yes	Yes
Analysis	1467-8284	Yes	Yes
Annals of Behavioral Medicine	1532-4796	Yes	No
Annals of Botany	1095-8290	Yes	Yes
Annals of the Entomological Society of America	1938-2901	Yes	Yes
Annals of Work Exposures and Health	2398-7316	Yes	Yes
Applied Linguistics	1477-450X	Yes	Yes
Arbitration International	1875-8398	Yes	Yes
Archives of Clinical Neuropsychology	1873-5843	Yes	Yes
Aristotelian Society Supplementary Volume.	1467-8349	Yes	No
Astronomy & Geophysics	1468-4004	No	Yes
Behavioral Ecology	1465-7279	Yes	Yes
Bioinformatics	1460-2059	Yes	Yes
Biological Journal of the Linnean Society	1095-8312	Yes	Yes
Biology of Reproduction	1529-7268	Yes	Yes
Biometrika	1464-3510	Yes	Yes
BioScience	1525-3244	Yes	Yes
Bioscience Biotechnology and Biochemistry	1347-6947	Yes	Yes
Biostatistics	1468-4357	Yes	Yes



BJS	1365-2168	Yes	Yes
Botanical Journal of the Linnean Society	1095-8339	Yes	Yes
Brain	1460-2156	Yes	Yes
Briefings in Bioinformatics	1477-4054	Yes	Yes
Briefings in Functional Genomics	2041-2657	Yes	Yes
British Medical Bulletin	1471-8391	Yes	Yes
British Yearbook of International Law	2044-9437	Yes	Yes
Bulletin of the Institute of Classical Studies (BICS)	2041-5370	Yes	Yes
Cambridge Journal of Economics	1464-3545	Yes	Yes
Cambridge Journal of Regions, Economy and Society	1752-1386	Yes	Yes
Capital Markets Law Journal	1750-7227	Yes	Yes
Carcinogenesis	1460-2180	Yes	Yes
Cardiovascular Research	1755-3245	Yes	Yes
Cerebral Cortex	1460-2199	Yes	Yes
CESifo Economic Studies	1612-7501	Yes	Yes
Chemical Senses	1464-3553	Yes	Yes
Children & Schools	1545-682X	No	No
Chinese Journal of International Law	1746-9937	Yes	Yes
Christian bioethics: Non-Ecumenical Studies in Medical Morality	1744-4195	Yes	Yes
Classical Receptions Journal	1759-5142	Yes	Yes
Clinical Chemistry	1530-8561	Yes	No
Clinical Infectious Diseases	1537-6591	Yes	Yes
Communication Theory	1468-2885	Yes	Yes
Communication, Culture & Critique	1753-9137	Yes	Yes
Community Development Journal	1468-2656	Yes	Yes
Contemporary Women's Writing	1754-1484	Yes	Yes
Contributions to Political Economy	1464-3588	Yes	Yes
Current Legal Problems	2044-8422	Yes	Yes
Digital Scholarship in the Humanities	2055-768X	Yes	Yes
Diplomatic History	1467-7709	Yes	Yes
Diseases of the Esophagus	1442-2050	Yes	Yes
Early Music	1741-7260	Yes	Yes
Economic Policy	1468-0327	Yes	Yes
ELT Journal	1477-4526	Yes	Yes
Endocrine Reviews	1945-7189	Yes	Yes
Endocrinology	1945-7170	Yes	Yes
English: Journal of the English Association	1756-1124	Yes	Yes
Environmental Entomology	1938-2936	Yes	Yes
Environmental History	1930-8892	Yes	Yes
EP - Europace	1532-2092	Yes	Yes
Epidemiologic Reviews	1478-6729	Yes	Yes
Essays in Criticism	1471-6852	Yes	Yes
European Heart Journal	1522-9645	Yes	Yes

European Heart Journal – Cardiovascular Imaging	2047-2412	Yes	Yes
European Heart Journal - Cardiovascular Pharmacotherapy	2055-6845	Yes	Yes
European Heart Journal - Quality of Care and Clinical Outcomes	2058-1742	Yes	Yes
European Heart Journal Supplements	1554-2815	No	Yes
European Heart Journal: Acute Cardiovascular Care	2048-8734	Yes	Yes
European Journal of Cardio-Thoracic Surgery	1873-734X	Yes	Yes
European Journal of Cardiovascular Nursing	1873-1953	Yes	Yes
European Journal of International Law	1464-3596	Yes	Yes
European Journal of Orthodontics	1460-2210	Yes	Yes
European Journal of Preventive Cardiology	2047-4881	Yes	Yes
European Journal of Public Health	1464-360X	Yes	Yes
European Review of Agricultural Economics	1464-3618	Yes	Yes
European Review of Economic History	1474-0044	Yes	Yes
European Sociological Review	1468-2672	Yes	Yes
Family Practice	1460-2229	Yes	Yes
FEMS Microbiology Ecology	1574-6941	Yes	Yes
FEMS Microbiology Letters	1574-6968	Yes	Yes
FEMS Microbiology Reviews	1574-6976	Yes	Yes
FEMS Yeast Research	1567-1364	Yes	Yes
Foreign Policy Analysis	1743-8594	Yes	Yes
Forest Science	1938-3738	Yes	Yes
Forestry: An International Journal of Forest Research	1464-3626	Yes	Yes
Forum for Modern Language Studies	1471-6860	Yes	Yes
French History	1477-4542	Yes	Yes
French Studies	1468-2931	Yes	Yes
French Studies Bulletin	1748-9180	Yes	Yes
Genetics	1943-2631	Yes	Yes
Geophysical Journal International	1365-246X	Yes	Yes
German History	1477-089X	Yes	Yes
Glycobiology	1460-2423	Yes	Yes
GRUR International: Journal of European and International IP Law	2632-8550	Yes	Yes
Health and Social Work	1545-6854	No	No
Health Education Research	1465-3648	Yes	Yes
Health Policy and Planning	1460-2237	Yes	Yes
Health Promotion International	1460-2245	Yes	Yes
Historical Research	1468-2281	Yes	Yes
History Workshop Journal	1477-4569	Yes	Yes
Holocaust and Genocide Studies	1476-7937	No	No
Human Communication Research	1468-2958	Yes	Yes

Human Molecular Genetics	1460-2083	Yes	Yes
Human Reproduction	1460-2350	Yes	Yes
Human Reproduction Update	1460-2369	Yes	Yes
Human Rights Law Review	1744-1021	Yes	Yes
ICES Journal of Marine Science: Journal du Conseil	1095-9289	Yes	Yes
ICSID Review - Foreign Investment Law Journal	2049-1999	Yes	Yes
ILAR Journal	1930-6180	Yes	Yes
IMA Journal of Applied Mathematics	1464-3634	Yes	Yes
IMA Journal of Management Mathematics	1471-6798	Yes	Yes
IMA Journal of Mathematical Control and Information	1471-6887	Yes	Yes
IMA Journal of Numerical Analysis	1464-3642	Yes	Yes
Industrial and Corporate Change	1464-3650	Yes	Yes
Industrial Law Journal	1464-3669	Yes	Yes
Inflammatory Bowel Diseases	1536-4844	Yes	Yes
Information and Inference: a journal of the IMA	2049-8772	Yes	Yes
Insect Systematics and Diversity	2399-3421	Yes	Yes
Integrative and Comparative Biology	1557-7023	Yes	Yes
Integrative Biology	1757-9708	Yes	Yes
Interacting with Computers	1873-7951	Yes	Yes
International Affairs	1468-2346	Yes	Yes
International Data Privacy Law	2044-4001	Yes	Yes
International Immunology	1460-2377	Yes	Yes
International Journal for Quality in Health Care	1464-3677	Yes	Yes
International Journal of Constitutional Law	1474-2659	Yes	Yes
International Journal of Epidemiology	1464-3685	Yes	Yes
International Journal of Law and Information Technology	1464-3693	Yes	Yes
International Journal of Law, Policy and the Family	1464-3707	Yes	Yes
International Journal of Lexicography	1477-4577	Yes	Yes
International Journal of Pharmacy Practice	2042-7174	Yes	Yes
International Journal of Public Opinion Research	1471-6909	Yes	Yes
International Journal of Refugee Law	1464-3715	Yes	Yes
International Journal of Transitional Justice	1752-7724	Yes	Yes
International Mathematics Research Notices	1687-0247	Yes	Yes
International Political Sociology	1749-5687	Yes	Yes
International Relations of the Asia Pacific	1470-4838	Yes	Yes
International Studies Perspectives	1528-3585	Yes	Yes
International Studies Quarterly	1468-2478	Yes	Yes
International Studies Review	1468-2486	Yes	Yes
ISLE: Interdisciplinary Studies in Literature and Environment	1759-1090	Yes	Yes
ITNOW	1746-5710	No	Yes
Japanese Journal of Clinical Oncology	1465-3621	Yes	Yes
Jerusalem Review of Legal Studies	2219-7117	Yes	Yes

JNCI Monographs	1745-6614	No	Yes
JNCI: Journal of the National Cancer Institute	1460-2105	Yes	Yes
Journal of Aesthetics and Art Criticism	1540-6245	Yes	Yes
Journal of African Economies	1464-3723	Yes	Yes
Journal of American History	1945-2314	No	Yes
Journal of Analytical Toxicology	1945-2403	Yes	Yes
Journal of Animal Science	1525-3163	Yes	Yes
Journal of Antimicrobial Chemotherapy	1460-2091	Yes	Yes
Journal of Antitrust Enforcement	2050-0696	Yes	Yes
Journal of AOAC International	1944-7922	Yes	Yes
Journal of Breast Imaging	2631-6129	Yes	No
Journal of Burn Care and Research	1559-0488	Yes	Yes
Journal of Chromatographic Science	1945-239X	Yes	Yes
Journal of Church and State	2040-4867	Yes	Yes
Journal of Communication	1460-2466	Yes	Yes
Journal of Competition Law & Economics	1744-6422	Yes	Yes
Journal of Complex Networks	2051-1329	Yes	Yes
Journal of Conflict and Security Law	1467-7962	Yes	Yes
Journal of Consumer Research	1537-5277	Yes	Yes
Journal of Crohn's and Colitis	1876-4479	Yes	Yes
Journal of Crustacean Biology	1937-240X	Yes	Yes
Journal of Design History	1741-7279	Yes	Yes
Journal of Economic Entomology	1938-291X	Yes	Yes
Journal of Economic Geography	1468-2710	Yes	Yes
Journal of Environmental Law	1464-374X	Yes	Yes
Journal of European Competition Law & Practice	2041-7772	Yes	Yes
Journal of Experimental Botany	1460-2431	Yes	Yes
Journal of Financial Econometrics	1479-8417	Yes	Yes
Journal of Financial Regulation	2053-4841	Yes	Yes
Journal of Forestry	1938-3746	Yes	Yes
Journal of Global Security Studies	2057-3189	Yes	Yes
Journal of Heredity	1465-7333	Yes	Yes
Journal of Human Rights Practice	1757-9627	Yes	Yes
Journal of Intellectual Property Law & Practice	1747-1540	Yes	Yes
Journal of International Criminal Justice	1478-1395	Yes	Yes
Journal of International Dispute Settlement	2040-3593	Yes	Yes
Journal of International Economic Law	1464-3758	Yes	Yes
Journal of Islamic Studies	1471-6917	Yes	Yes
Journal of Language Evolution	2058-458X	Yes	Yes
Journal of Logic and Computation	1465-363X	Yes	Yes
Journal of Mammalogy	1545-1542	Yes	Yes
Journal of Medical Entomology	1938-2928	Yes	Yes
Journal of Molluscan Studies	1464-3766	Yes	Yes
Journal of Music Therapy	2053-7395	Yes	Yes

Journal of Neuropathology and Experimental Neurology	1554-6578	Yes	Yes
Journal of Pediatric Psychology	1465-735X	Yes	Yes
Journal of Petrology	1460-2415	Yes	Yes
Journal of Pharmaceutical Health Services Research	1759-8893	Yes	Yes
Journal of Pharmacy and Pharmacology	2042-7158	Yes	Yes
Journal of Plankton Research	1464-3774	Yes	Yes
Journal of Plant Ecology	1752-993X	Yes	Yes
Journal of Professions and Organization	2051-8811	Yes	Yes
Journal of Public Administration, Research and Theory	1477-9803	Yes	Yes
Journal of Public Health	1741-3850	Yes	Yes
Journal of Refugee Studies	1471-6925	Yes	Yes
Journal of Semantics	1477-4593	Yes	Yes
Journal of Semitic Studies	1477-8556	Yes	Yes
Journal of Social History	1527-1897	Yes	Yes
Journal of Survey Statistics and Methodology	2325-0992	Yes	Yes
Journal of the American Academy of Religion	1477-4585	Yes	Yes
Journal of the American Medical Informatics Association	1527-974X	Yes	Yes
Journal of the European Economic Association	1542-4774	Yes	Yes
Journal of the History of Collections	1477-8564	Yes	Yes
Journal of the History of Medicine and Allied Sciences	1468-4373	Yes	Yes
Journal of the Pediatric Infectious Diseases Society	2048-7207	Yes	Yes
Journal of Travel Medicine	1708-8305	Yes	Yes
Journal of Tropical Pediatrics	1465-3664	Yes	Yes
Journal of Victorian Culture	1750-0133	Yes	No
Laboratory Medicine	1943-7730	Yes	Yes
Law, Probability & Risk	1470-840X	Yes	Yes
Literary Imagination	1752-6566	Yes	Yes
Literature and Theology	1477-4623	Yes	Yes
Logic Journal of the IGPL	1368-9894	Yes	Yes
London Review of International Law	2050-6333	Yes	Yes
Mammalian Species	1545-1410	Yes	Yes
Mathematical Medicine and Biology: A Journal of the IMA	1477-8602	Yes	Yes
Medical Law Review	1464-3790	Yes	Yes
Medical Mycology	1460-2709	Yes	Yes
MELUS: Multi-Ethnic Literature of the United States	1946-3170	Yes	Yes
Metallomics	1756-591X	Yes	Yes
MHR: Basic Science of Reproductive Medicine	1460-2407	Yes	Yes
Microscopy	2050-5701	Yes	Yes
Migration Studies	2049-5846	Yes	Yes
Military Medicine	1930-613X	Yes	No

Mind	1460-2113	Yes	Yes
Modern Judaism - A Journal of Jewish Ideas and Experience	1086-3273	Yes	Yes
Monthly Notices of the Royal Astronomical Society	1365-2966	Yes	Yes
Monthly Notices of the Royal Astronomical Society: Letters	1745-3933	Yes	Yes
Music and Letters	1477-4631	Yes	Yes
Music Theory Spectrum	1533-8339	No	Yes
Music Therapy Perspectives	2053-7387	Yes	Yes
Mutagenesis	1464-3804	Yes	Yes
Nephrology Dialysis Transplantation	1460-2385	Yes	Yes
Neuro-Oncology	1523-5866	Yes	Yes
Neuro-Oncology Practice	2054-2585	Yes	Yes
Neurosurgery	1524-4040	Yes	No
Nicotine & Tobacco Research	1469-994X	Yes	Yes
Notes and Queries	1471-6941	Yes	Yes
Nutrition Reviews	1753-4887	Yes	Yes
OAH Magazine of History	1938-2340	No	Yes
Occupational Medicine	1471-8405	Yes	Yes
Operative Neurosurgery	2332-4260	Yes	No
Ornithological Applications	1938-5129	Yes	No
Ornithology	1938-4254	Yes	No
Oxford Art Journal	1741-7287	Yes	Yes
Oxford Economic Papers	1464-3812	Yes	Yes
Oxford Journal of Law and Religion	2047-0789	Yes	Yes
Oxford Journal of Legal Studies	1464-3820	Yes	Yes
Oxford Review of Economic Policy	1460-2121	Yes	Yes
Paediatrics & Child Health	1918-1485	Yes	Yes
Pain Medicine	1526-4637	Yes	Yes
Parliamentary Affairs	1460-2482	Yes	Yes
Past & Present	1477-464X	Yes	Yes
Pathogens and Disease	2049-632X	Yes	Yes
Perspectives on Public Management and Governance	2398-4929	Yes	Yes
Philosophia Mathematica	1744-6406	Yes	Yes
Physical Therapy	1538-6724	Yes	Yes
Plant and Cell Physiology	1471-9053	Yes	Yes
Plant Physiology	1532-2548	Yes	Yes
Policing: A Journal of Policy and Practice	1752-4520	Yes	Yes
Proceedings of the Aristotelian Society	1467-9264	Yes	No
Protein Engineering, Design and Selection	1741-0134	Yes	Yes
Public Health Ethics	1754-9981	Yes	Yes
Public Opinion Quarterly	1537-5331	Yes	Yes
Public Policy and Aging Report	2053-4892	Yes	Yes
Publications of the Astronomical Society of Japan	2053-051X	Yes	Yes

Publius: The Journal of Federalism	1747-7107	Yes	Yes
QJM: An International Journal of Medicine	1460-2393	Yes	Yes
Radiation Protection Dosimetry	1742-3406	Yes	Yes
Refugee Survey Quarterly	1471-695X	Yes	Yes
Reports of Patent, Design and Trade Mark Cases	1756-1000	No	Yes
Research Evaluation	1471-5449	Yes	Yes
Review of Finance	1573-692X	Yes	Yes
Rheumatology	1462-0332	Yes	Yes
Schizophrenia Bulletin	1745-1701	Yes	Yes
Science and Public Policy	1471-5430	Yes	Yes
Screen	1460-2474	Yes	Yes
Shakespeare Quarterly	1538-3555	No	No
SLEEP	1550-9109	Yes	Yes
Social Forces	1534-7605	Yes	Yes
Social History of Medicine	1477-4666	Yes	Yes
Social Politics: International Studies in Gender, State & Society	1468-2893	Yes	Yes
Social Problems	1533-8533	Yes	Yes
Social Science Japan Journal	1468-2680	Yes	Yes
Social Work	1545-6846	No	No
Social Work Research	1545-6838	No	No
Socio-Economic Review	1475-147X	Yes	Yes
Sociology of Religion	1759-8818	No	Yes
Statute Law Review	1464-3863	Yes	Yes
Systematic Biology	1076-836X	Yes	Yes
Teaching Mathematics and its Applications: An International Journal of the IMA	1471-6976	Yes	Yes
The American Historical Review	1937-5239	No	Yes
The American Journal of Clinical Nutrition	1938-3207	Yes	Yes
The American Journal of Comparative Law	2326-9197	Yes	Yes
The American Journal of Jurisprudence	2049-6494	Yes	Yes
The British Journal of Aesthetics	1468-2842	Yes	No
The British Journal of Criminology	1464-3529	Yes	Yes
The British Journal of Social Work	1468-263X	Yes	Yes
The Cambridge Quarterly	1471-6836	Yes	Yes
The Chinese Journal of Comparative Law	2050-4810	Yes	Yes
The Chinese Journal of International Politics	1750-8924	Yes	Yes
The Computer Journal	1460-2067	Yes	No
The Econometrics Journal	1368-423X	Yes	Yes
The Economic Journal	1468-0297	Yes	Yes
The English Historical Review	1477-4534	Yes	Yes
The Gerontologist	1758-5341	Yes	Yes
The Journal of Applied Laboratory Medicine	2475-7241	Yes	No
The Journal of Biochemistry	1756-2651	Yes	Yes

The Journal of Clinical Endocrinology and Metabolism	1945-7197	Yes	Yes
The Journal of Deaf Studies and Deaf Education	1465-7325	Yes	Yes
The Journal of Hindu Studies	1756-4263	Yes	Yes
The Journal of Infectious Diseases	1537-6613	Yes	Yes
The Journal of Law, Economics, and Organization	1465-7341	Yes	Yes
The Journal of Medicine and Philosophy: A Forum for Bioethics and Philosophy of Medicine	1744-5019	Yes	Yes
The Journal of Nutrition	1541-6100	Yes	Yes
The Journal of Theological Studies	1477-4607	Yes	Yes
The Journal of World Energy Law & Business	1754-9965	Yes	Yes
The Journals of Gerontology - Series A: Biological and Medical Sciences	1758-535X	Yes	Yes
The Journals of Gerontology - Series B: Psychological and Social Sciences	1758-5368	Yes	Yes
The Leo Baeck Institute Yearbook	1758-437X	Yes	Yes
The Library	1744-8581	No	Yes
The Monist	2153-3601	Yes	Yes
The Musical Quarterly	1741-8399	Yes	Yes
The Opera Quarterly	1476-2870	Yes	Yes
The Philosophical Quarterly	1467-9213	Yes	Yes
The Plant Cell	1532-298X	Yes	Yes
The Quarterly Journal of Economics	1531-4650	Yes	Yes
The Quarterly Journal of Mathematics	1464-3847	Yes	Yes
The Quarterly Journal of Mechanics and Applied Mathematics	1464-3855	Yes	Yes
The Review of Asset Pricing Studies	2045 9939	Yes	Yes
The Review of Corporate Finance Studies	2046-9136	Yes	Yes
The Review of Economic Studies	1467-937X	Yes	Yes
The Review of English Studies	1471-6968	Yes	Yes
The Review of Financial Studies	1465-7368	Yes	Yes
The World Bank Economic Review	1564-698X	Yes	Yes
The World Bank Research Observer	1564-6971	Yes	Yes
The Year's Work in Critical and Cultural Theory	1471-681X	No	Yes
The Year's Work in English Studies	1471-6801	No	Yes
Toxicological Sciences	1096-0929	Yes	Yes
Toxicology Research	2045-4538	Yes	Yes
Transactions of the Royal Society of Tropical Medicine and Hygiene	1878-3503	Yes	Yes
Translational Behavioral Medicine	1613-9860	Yes	No
Tree Physiology	1758-4469	Yes	Yes
Trusts & Trustees	1752-2110	Yes	Yes
Twentieth Century British History	1477-4674	Yes	Yes
Uniform Law Review	2050-9065	Yes	Yes
Western Historical Quarterly	1939-8603	No	Yes
Work, Aging and Retirement	2054-4650	Yes	Yes



Yearbook of European Law	2045-0044	Yes	Yes
Yearbook of International Environmental Law	2045-0052	Yes	Yes
Zoological Journal of the Linnean Society	1096-3642	Yes	Yes
<b>Fully Open Access Journals</b>	<b>Online ISSN</b>	<b>Eligible Journal? (Yes / No)</b>	<b>Author retains copyright? (Yes / No)</b>
Journal of Industrial Microbiology and Biotechnology	1476-5535	Yes	Yes
Aesthetic Surgery Journal Open Forum	2631-4797	Yes	Yes
Animal Frontiers	2160-6064	Yes	Yes
Antibody Therapeutics	2516-4236	Yes	Yes
AoB PLANTS	2041-2851	Yes	Yes
Arthropod Management Tests	2155-9856	Yes	Yes
Biology Methods and Protocols	2396-8923	Yes	Yes
BJS Open	2474-9842	Yes	Yes
Brain Communications	2632-1297	Yes	Yes
Burns and Trauma	2321-3876	Yes	Yes
Cerebral Cortex Communications	2632-7376	Yes	Yes
Clean Energy	2515-396X	Yes	Yes
Clinical Kidney Journal	2048-8513	Yes	Yes
Conservation Physiology	2051-1434	Yes	Yes
Crohn's & Colitis 360	2631-827X	Yes	Yes
Current Developments in Nutrition	2475-2991	Yes	Yes
Current Zoology	2396-9814	Yes	Yes
Database	1758-0463	Yes	Yes
DNA Research	1756-1663	Yes	Yes
Environmental Epigenetics	2058-5888	Yes	Yes
European Heart Journal - Case Reports	2514-2119	Yes	Yes
Evolution, Medicine, & Public Health	2050-6201	Yes	Yes
FEMS Microbes	2633-6685	Yes	Yes
Food Quality and Safety	2399-1402	Yes	Yes
Function	2633-8823	Yes	Yes
G3 Genes, Genomes, Genetics	2160-1836	Yes	Yes
Gastroenterology Report	2052-0034	Yes	Yes
Genome Biology and Evolution	1759-6653	Yes	Yes
GigaScience	2047-217X	Yes	Yes
Human Reproduction Open	2399-3529	Yes	Yes
Immunotherapy Advances	2732-4303	Yes	Yes
in silico Plants	2517-5025	Yes	Yes
Innovation in Aging	2399-5300	Yes	Yes
Integrative Organismal Biology	2517-4843	Yes	Yes
International Health	1876-3405	Yes	Yes
International Journal of Low-Carbon Technologies	1748-1325	Yes	Yes
International Journal of Neuropsychopharmacology	1469-5111	Yes	Yes
JAC-Antimicrobial Resistance	2632-1823	Yes	Yes
JAMIA Open	2574-2531	Yes	Yes

JNCI Cancer Spectrum	2515-5091	Yes	Yes
Journal of Geophysics and Engineering	1742-2140	Yes	Yes
Journal of Computational Design and Engineering	2288-5048	No	Yes
Journal of Computer-Mediated Communication	1083-6101	Yes	Yes
Journal of Cybersecurity	2057-2093	Yes	Yes
Journal of Hip Preservation Surgery	2054-8397	Yes	Yes
Journal of Insect Science	1536-2442	Yes	Yes
Journal of Integrated Pest Management	2155-7470	Yes	Yes
Journal of Law and the Biosciences	2053-9711	Yes	Yes
Journal of Legal Analysis	1946-5319	Yes	Yes
Journal of Mechanics	1811-8216	Yes	Yes
Journal of Molecular Cell Biology	1759-4685	Yes	Yes
Journal of Radiation Research	1349-9157	Yes	Yes
Journal of Surgical Case Reports	2042-8812	Yes	Yes
Journal of the Canadian Association of Gastroenterology	2515-2092	Yes	Yes
Journal of the Endocrine Society	2472-1972	Yes	Yes
Journal of Urban Ecology	2058-5543	Yes	Yes
microLife	2633-6693	Yes	Yes
Molecular Biology and Evolution	1537-1719	Yes	Yes
NAR Cancer	2632-8674	Yes	Yes
NAR Genomics and Bioinformatics	2631-9268	Yes	Yes
National Science Review	2053-714X	Yes	Yes
Neuro-Oncology Advances	2632-2498	Yes	Yes
Neuroscience of Consciousness	2057-2107	Yes	Yes
Neurosurgery Open	2633-0873	Yes	Yes
Nucleic Acids Research	1362-4962	Yes	Yes
Open Forum Infectious Diseases	2328-8957	Yes	Yes
Oxford Medical Case Reports	2053-8855	Yes	Yes
Oxford Open Immunology	2633-6960	Yes	Yes
Oxford Open Materials Science	2633-6979	Yes	Yes
Precision Clinical Medicine	2516-1571	Yes	Yes
Progress of Theoretical and Experimental Physics	2050-3911	No	Yes
Q Open	2633-9048	Yes	Yes
Regenerative Biomaterials	2056-3426	Yes	Yes
Rheumatology Advances in Practice	2514-1775	Yes	Yes
Schizophrenia Bulletin Open	2632-7899	Yes	Yes
Sleep Advances	2632-5012	Yes	Yes
Social Cognitive and Affective Neuroscience (SCAN)	1749-5024	Yes	Yes
Synthetic Biology	2397-7000	Yes	Yes
Transactions of Mathematics and its Applications	2398-4945	Yes	Yes
Translational Animal Science	2573-2102	No	Yes
Transportation Safety and Environment	2631-4428	Yes	Yes
Virus Evolution	2057-1577	Yes	Yes
Global Studies Quarterly	2634-3797	Yes	Yes

Psychoradiology	2634-4416	Yes	Yes
Oxford Open Climate Change	2634-4068	Yes	Yes

Holding Journals

N/A

Online Products

Subscription Start Date: N/A

Subscription End Date: N/A

N/A

**PERPETUAL ACCESS PUBLICATIONS**

N/A

## SCHEDULE D

### CHARGES

1. The Charges for each year of the Subscription Period are listed below in this Schedule D and are inclusive of charges for new journal joiners in the relevant year, provided that, if the parties agree to

- (i) add to the Publications any of the Customer's existing journal subscriptions with self-publishing societies; or
- (ii) add additional OA Articles to the OA Article Allowance,

in 2022 or 2023, respectively, the respective Charges for 2022 and/or 2023 (including the allocation between 'read' and 'publish') will be amended accordingly.

<u>Year</u>	<u>Read</u>	<u>Publish</u>	<u>Total Charges</u>
2021	€131,066	€191,429	€322,495
2022	€133,093	€205,527	€338,620
2023	€134,920	€220,631	€355,551

2. The total Charges payable by each Customer is set out in the table below, as such Charges may be amended pursuant to Clause 1 of this Schedule D.

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
<b>Customer</b>	<b>Total Charges</b>	<b>Total Charges</b>	<b>Total Charges</b>
Existing participant			
University College Dublin	76,114.86 €	79,920.61 €	83,916.64 €
Trinity College Dublin	15,715.55 €	16,501.33 €	17,326.40 €
University College Cork	47,067.91 €	49,421.30 €	51,892.37 €
University of Limerick	33,373.57 €	35,042.25 €	36,794.36 €
Dublin City University	20,583.41 €	21,612.58 €	22,693.21 €
National University of Ireland Galway	55,598.25 €	58,378.16 €	61,297.07 €
National University of Ireland Maynooth	10,787.97 €	11,327.37 €	11,893.74 €
Royal College of Surgeons Ireland	20,073.76 €	21,077.45 €	22,131.32 €
Teagasc	9,079.94 €	9,533.94 €	10,010.63 €
Technological University Dublin	34,099.81 €	35,804.80 €	37,595.04 €
Existing participant Total	322,495.03 €	338,619.78 €	355,550.77 €

## SCHEDULE E

### OPEN ACCESS

Under this Schedule E, the Publisher, the Consortium and the Customers (through the agency of the Consortium) intend to establish a legal and economic framework to allow authors from Customers to have articles published on an open access basis in certain journals, as further described in this Schedule E.

#### **1 DEFINITIONS**

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

“Author Agreement”	the agreement governing the publication of an OA Article between the author of such article and the owner of the relevant Journal, such agreement to include details of the OA Licence applicable to such article
“Article Processing Charge”	the charge for the publication of an OA Article, as set by the relevant owner of the Journal or as specified in this Agreement
“Charge Request”	a request from an Eligible Author to use the OA Article Allowance to cover the charge for the publication of an OA Article
“Eligible Author”	the corresponding author of an article who is a current staff or student of a Customer at the time of article acceptance
“Eligible Journal(s)”	the Journal(s): (i) listed in Schedule C as being eligible journals as may be updated from time to time by the Publisher, and/or (ii) notified to the Consortium in writing as being eligible journals
“Fully OA Journals”	means Journals in which all articles are published as OA Articles.
“Hybrid Journals”	Journals in which the content is a mix of OA Articles and articles which are not open access
“Name of Account”	the name of the OA Account as agreed in writing by the Publisher and the Consortium
“OA Account”	Publisher’s open access account(s) which allows Eligible Authors to use the OA Article Allowance in accordance with the terms of this Agreement
“OA Account Dashboard”	the unique user interface for the OA Account accessible via a link provided by Publisher, to which the Consortium and the Customers will have access
“OA Account User Name and Password”	the unique usernames and passwords issued by the Publisher to the Consortium and the Customers to access the OA Account
“OA Article”	an article written by an Eligible Author which is accepted for publication in an Eligible Journal and is Received Into Production during the Subscription Period, subject to the terms of the Author Agreement

"OA Article Allowance"	the number of articles that may be published as OA Articles in accordance with the terms of this Schedule E				
"OA Contact Person"	IReL Manager or any other person duly authorised by the Consortium for administrating the OA Account as notified to Publisher in writing				
"OA Contact Person Details"	<p>The following information:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">The postal address of the OA Contact Person's institution;</td> <td style="padding: 5px;">IReL Manager, IReL, Maynooth University Library, Co. Kildare, W23 VP22, Ireland</td> </tr> <tr> <td style="padding: 5px;">The OA Contact Person's email address;</td> <td style="padding: 5px;">IReL Manager</td> </tr> </table>	The postal address of the OA Contact Person's institution;	IReL Manager, IReL, Maynooth University Library, Co. Kildare, W23 VP22, Ireland	The OA Contact Person's email address;	IReL Manager
The postal address of the OA Contact Person's institution;	IReL Manager, IReL, Maynooth University Library, Co. Kildare, W23 VP22, Ireland				
The OA Contact Person's email address;	IReL Manager				
"OA Licence"	the Creative Commons licence used for publication by the Publisher of an OA Article as agreed in the Author Agreement				
"Received Into Production"	the manuscript of an article has entered into the Publisher's production process prior to publication				

## **2 RIGHT OF DELEGATION**

2.1 The parties acknowledge and agree that:

- 2.1.1 an Eligible Author may authorise another individual to log into the Publisher's online licensing and payments system to make a Charge Request on the Eligible Author's behalf. In such cases, references in this Schedule E to an Eligible Author in connection with making a Charge Request will be construed as a reference to such other individual; and
- 2.1.2 the Consortium and the Customers may authorise any of their respective employees to access and manage the OA Account Dashboard using the OA Account User Names and Passwords assigned to the Consortium and the Customers, as applicable, in accordance with the procedure set out in this Schedule E.

## **3 SETTING UP THE OA ACCOUNT**

- 3.1 The Consortium and the Customers acknowledge and agree that all notifications and queries to be made by the Publisher to the Consortium or the Customers relating to the use of the OA Account in accordance with this Schedule E, will be directed to the OA Account Contact Person.
- 3.2 The OA Account will be activated by the Publisher following (i) receipt of the OA Account Contact Details, (ii) issuance of the invoice(s) to the Consortium, and (iii) notification of the OA Account User Names and Passwords to the Consortium and the Customers. The OA Contact Person shall inform the Publisher as soon as possible of any changes to the OA Contact details.
- 3.3 The Publisher reserves the right to suspend the OA Account in case of late payment.

## **4 CHARGE REQUESTS AND USE OF OA ARTICLE ALLOWANCE**

- 4.1 Eligible Authors whose articles are accepted for publication by the Publisher will be required to choose an OA Licence with the Publisher in order to make a Charge Request.
- 4.2 In each calendar year of the Subscription Period, the Consortium and the Customers may approve Charge Requests up to the OA Article Allowance for each such year as indicated in Clause 7 of this Schedule E.
- 4.3 Once a Charge Request has been made by an Eligible Author, the relevant Customer shall review the Charge Request and exercise its right to approve or reject the Charge Request.

- 4.4 Where a Charge Request has been approved, the OA Article Allowance will be reduced by one. The Publisher reserves the right to reject Charge Requests that have not been accepted within 14 calendar days after the date of the Charge Request.
- 4.5 Each Customer acknowledges that (i) it is solely responsible for verifying that an Eligible Author is eligible to use the OA Article Allowance and is authorised to make a Charge Request, (ii) any information relating to the affiliation of an Eligible Author to a Customer provided by the Publisher to the Consortium will be based on the information as provided by the Eligible Author, and (iii) Publisher will not under any circumstances be responsible for verifying the identity of any Eligible Author or the validity of any Charge Request made by any Eligible Author.

## **5 PUBLICATION**

- 5.1 OA Articles will be published online under the terms of the relevant OA Licence.
- 5.2 Upon publication of the OA Article, the Publisher will deliver article metadata including OA Licence information to CrossRef.

## **6 REPORTING**

- 6.1 The Consortium and the Customers may view the remaining OA Article Allowance, transaction history and download reports via the OA Account Dashboard at any time. Such reports will contain details of the articles which have made use of the OA Article Allowance, as well as details of any other articles which were referred to the OA Account.
- 6.2 In each calendar year of the Subscription Period, and no more than once in each such calendar year, the Consortium may request from the Publisher a report of articles by Eligible Authors which have been Received Into Production over the period of 12 months prior to the date that such request is made. The Publisher shall use reasonable efforts to deliver each such report within 1 month following such request. Each such report shall include, where available, the following information based on the information provided by the Eligible Author on submission of an article:
- 6.2.1 name of the Eligible Author, with its email address and ORCID;
  - 6.2.2 name of the Customer based on information provided by the Eligible Author;
  - 6.2.3 article title;
  - 6.2.4 article type;
  - 6.2.5 Received Into Production date;
  - 6.2.6 OA Licence selected by the Eligible Author;
  - 6.2.7 Eligible journal title;
  - 6.2.8 Eligible journal ISSN; and
  - 6.2.9 DOI.

## **7 OA ARTICLE ALLOWANCE**

- 7.1 The Publisher shall make available to the Customers the following OA Article Allowance in the following periods:

Year	Total OA Article Allowance	
	Hybrid Journals	Fully OA Journals
2021	111	2
2022	117	2
2023	122	3

7.2 Any amount of the OA Article Allowance remaining in the OA Account at the end of the Subscription Period will not rollover and will be forfeited.

7.3 The Article Processing Charge associated with the publication of OA Articles for which Charge Requests have been approved as permitted under this Schedule E are covered by the Charges payable hereunder.

7.4 In each calendar year of the Subscription Period, once the OA Article Allowance has been used for that year, an additional Article Processing Charge for each OA Article which is Received Into Production, will be payable by the Eligible Author at the Article Processing Charge list price at the time of article submission for the relevant Eligible journal.

## **8 EDITORIAL INDEPENDENCE**

8.1 Both parties recognise that neither the Consortium nor any Customer will be involved in the editorial processes governing the publication of OA Articles.

8.2 The Publisher is not obligated to accept or publish any article submitted to the Publisher by an Eligible Author on the basis of this Agreement. The Consortium and each Customer recognises that the selection of content that is published on the Publisher's platform is entirely at the Publisher's discretion.

8.3 The Consortium and each Customer relinquishes all possibly due claims towards the Publisher resulting from the Publisher's rejection in good faith to publish content, either entirely or partially, submitted by an Eligible Author.

## **9 RESPONSIBILITIES**

9.1 The Consortium and each Customer shall, and procures that any persons authorised to access the OA Account shall, at all times, keep the OA Account User Name and Password secure and must not permit any third party to use or have access to the OA Account User Name and Password. The Consortium shall notify Publisher as soon as possible if the Consortium suspects that any third party has obtained access to the OA Account User Name and Password and Publisher will invalidate that password following receipt of such notice. Publisher reserves the right at any time to invalidate an OA Account User Name or Password if security may have been compromised. Any instruction, notice, acceptance or rejection of Charge Requests or other communications made by any person using the account username with the correct and valid password will be deemed to be authorised by the Consortium or a Customer. Publisher will not seek to verify the IP address from which the OA Account Dashboard is accessed.

9.2 The Consortium and each Customer warrants, represents and undertakes to Publisher that:

9.2.1 all persons accessing and managing the OA Account Dashboard are the Consortium's employees duly authorised by the Consortium, or the Customer's employees duly authorised by the Customer, as applicable, and all instructions, notices and other communications made by any such person under this Schedule E are within the authority of that person; and



9.2.2 it has notified each person permitted to access the OA Account Dashboard and/or manage the OA Account in accordance with this Schedule E, that access to the OA Account Dashboard and use of the OA Account, as applicable, is subject to the terms and conditions of this Schedule E.

9.3 The Consortium and each Customer acknowledges that the Publisher may make changes to the administration of the OA Article Allowance to ensure continued delivery of service and/or improvement of service, and the Publisher reserves the right to amend the terms of this Schedule E accordingly.

## **10 DATA PROTECTION**

The parties agree to comply with the General Data Protection Regulation 2016/679, and any other relevant data privacy laws or regulations, in the course of carrying out their respective obligations under this Agreement.