



**Emerald Publishing Limited**

and

**MAYNOOTH UNIVERSITY**

---

AGREEMENT

---

THIS AGREEMENT is made on the 30<sup>th</sup> day of March, 2021

**BETWEEN:** Emerald Publishing Limited, a company whose registered office is at Howard House, Bingley BD16 1WA, United Kingdom.

("Publisher")

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

## **RECITALS**

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

**AND WHEREAS** the Publisher provides access to its product Emerald eJournal Premier which is an electronic repository of full text journals and issues vouchers that can be redeemed by Eligible Authors for publishing their content;

**AND WHEREAS** Maynooth University wishes to enter into this Agreement in order for Members of the Consortium to be authorised to access and use the Licensed Material and Eligible Authors to redeem vouchers for publishing their content;

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

## IT IS AGREED AS FOLLOWS

### 1 DEFINITIONS

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

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

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

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

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

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

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

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

Consortium	means the group of Members, as set out in SCHEDULE 4: Consortium Members.
Educational Purposes	means education, teaching, tuition, training, instruction, learning, private study and/or research, including distance learning and teaching.
Eligible Author	corresponding authors who are affiliated with a Member who has a current subscription as a current staff member or student at the time of acceptance for publication,
Initial Subscription Period	means the period set out in SCHEDULE 1: Subscription Period and Fee.
Intellectual Property Rights	means any copyright and other intellectual property rights, howsoever arising and in whatever media, whether or not registered or capable of registration, including (without limitation) trade marks, patents, service marks, trade names, database rights, rights in computer software, registered design and any applications or rights to apply for the protection of the registration of these rights and all renewals and extensions thereof throughout the world.
IReL	means the Irish Research eLibrary, a government funded Irish research library.
Fee	means the fee for access to and use of the Licensed Material as set out in SCHEDULE 1: Subscription Period and Fee.
Licensed Material	means the electronic journals or other materials and resources, which include and any other resources, subscribed to by a Member under this Agreement and as identified in SCHEDULE 2: Licensed Material.

Material	means the journals or other material on offer from the Publisher as part of this Agreement as listed in SCHEDULE 2: Licensed Material and as may be added to from time to time.
Member	means a university, other educational institution or research organisation that is a member of the Consortium and listed in SCHEDULE 4: Consortium Members, (which may be updated from time to time by written notice by Maynooth University to reflect changes in the membership of the Consortium).
Renewal Period	has the meaning given to it in Clause 9.1.
Secure Authentication	means access to the Licensed Material by Irish Access Management Federation compliant technology (Edugate), Internet Protocol ("IP") ranges or by a username and password provided by the Members; or by another means of authentication agreed between the Publisher and the Members.
Secure Network	means a network which is only accessible to Authorised Users by Secure Authentication.
Subscription Year	means the period of twelve (12) months from the first day of the Initial Subscription Period and each consecutive period of twelve (12) months thereafter during which this Agreement is in force.
Term	means the Initial Subscription Period and any Renewal Period.

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

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

## **2 LICENCE GRANT**

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

the Licensed Material and to allow Members and Authorised Users to access and use the Licensed Material via Secure Authentication for Educational Purposes (the “**Licence**”).

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

### **3 PERMITTED USES**

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

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

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

- 3.1.7 allow Authorised Users for Educational Purposes only to:
- (i) access the Licensed Material by Secure Authentication in order to search, browse, retrieve, display and view the Licensed Material;
  - (ii) electronically download, store and save parts of the Licensed Material for the exclusive use of that Authorised User;
  - (iii) print out single copies of parts of the Licensed Material;
  - (iv) incorporate parts of or extracts from the Licensed Material in electronic or printed course packs or management systems to be used in the course of instruction and/or virtual learning and/or research environments hosted on a Secure Network. Authorised Users must specify the title and copyright owner of the Licensed Material used in the course packs;
  - (v) incorporate parts of or extracts from the Licensed Material in printed or electronic form in assignments, portfolios, theses, dissertations and other submissions (“Academic Works”), and to make reproductions of the Academic Works for personal use, library deposit and/or to provide to sponsors of the Academic Works. Authorised Users must specify the source, listing title and author of the extract, title and author of the work, copyright notice, and each publisher of the Licensed Material used in the Academic Works;
  - (vi) use the Licensed Material to perform and engage in text or data mining activities for academic research and other Educational Purposes and allow Authorised Users to mount, load and use the results in accordance with this Licence.

## **4 RESTRICTIONS**

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

4.1.1 sell or resell the Licensed Material unless the Publisher has given permission in writing to do so;

4.1.2 remove, obscure or alter copyright notices, acknowledgements or other means of identification, or disclaimers;

4.1.3 alter or adapt the Licensed Material, except to the extent necessary to make it perceptible on a computer screen, or as otherwise allowed in this Agreement. For the avoidance of doubt, no material alteration of the words or their order is allowed;

4.1.4 display or distribute any part of the Licensed Material on any electronic network, including the Internet, other than by a Secure Network. For the avoidance of doubt, text mining and data mining output as referred to in Clause 3.1.7(vi) can be displayed and distributed on any electronic network, including the Internet, provided that such output does not contain copies of copyright works owned or licensed to the Publisher;

4.1.5 use all or any part of the Licensed Material for any Commercial Use or for any purpose other than Educational Purposes;

4.1.6 provide access and/or allow use of the Licensed Material by anyone other than Authorised Users; or

4.1.7 provide access to Walk-In Users to the Licensed Material at a location other than the Members' premises (but, for the avoidance of doubt, may provide access on such premises by wireless means).



## **5 RESPONSIBILITIES OF THE PUBLISHER**

### 5.1 The Publisher agrees to:

- 5.1.1 make the Licensed Material available to the Members and Authorised Users for the duration of the Term;
- 5.1.2 ensure the availability of the Licensed Material 99.98% of the time, 24 hours a day, seven days a week (except when routine maintenance is carried out in which case the Publisher shall carry out the maintenance at a time that causes least inconvenience to Maynooth University, Members and the Authorised Users), and shall restore access to the Licensed Material as soon as possible after any interruption or suspension to the Licensed Material;
- 5.1.3 provide support to Authorised Users by e-mail or by a telephone help desk, and assist Authorised Users with general enquiries and issues in connection with the Licensed Material, including relating to access, use, functionality and content of the Licensed Material, and shall use reasonable endeavours to resolve any such enquiries and issues promptly;
- 5.1.4 use all reasonable efforts to ensure that the relevant server or servers have adequate capacity and bandwidth to support the usage of the Members and their Authorised Users;
- 5.1.5 use all reasonable efforts to ensure that the Licensed Material does not contain any viruses or other computer programming routines which are intended to damage or detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal data and it shall take all reasonable precautions to ensure that no known viruses for which detection and antidote software is generally available are coded or introduced into the Licensed Material;

5.2 The Publisher reserves the right at any time to withdraw from the Licensed Material any item or part of an item:

5.2.1 for which it no longer retains the right to publish and for which the Publisher has been unable to secure the provisions as set out in Clauses 9.8 and 9.9; or

5.2.2 for which the Publisher has reasonable grounds to believe it infringes copyright or other Intellectual Property Rights or is otherwise defamatory, obscene, unlawful or otherwise objectionable.

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

5.3 Where articles by Eligible Authors affiliated with Members are accepted for publication in the Licensed Materials (or Emerald fully open journals or the Emerald Open Research (EOR) platform) during the Term, the Publisher will offer the Eligible Author the option to make article version of record open access as per the terms set out in Schedule 5: Open Access Provision.

## **6 RESPONSIBILITIES OF THE PUBLISHER: INFORMATION AND LIBRARY MANAGEMENT STANDARDS**

During the continuance in force of this Agreement, the Publisher shall implement the standards set out in Schedule 3.

## **7 RESPONSIBILITIES OF THE MEMBERS**

7.1 Each Member agrees to:

- 7.1.1 take all reasonable steps to ensure that only Authorised Users are provided with access to Licensed Material;
- 7.1.2 provide passwords and other Authentication Information to Authorised Users only and to take reasonable steps to prevent Authorised Users from providing such information to any other person or entity;
- 7.1.3 provide its Secure Authentication details to the Publisher for the purpose of managing access to the Licensed Material and update those details regularly as agreed by the parties from time to time;
- 7.1.4 use all reasonable efforts to ensure that all Authorised Users are made aware of the terms upon which they may access the Licensed Material and the potential consequences of failing to adhere to such terms;
- 7.1.5 use reasonable efforts to monitor compliance with the terms of this Agreement and promptly notify the Publisher, providing full particulars available (to the extent that it is not prohibited by law or contractual obligation from doing so), on becoming aware of any of the following:
  - (i) any unauthorised access to or use of the Licensed Material or unauthorised use of Authentication Information; or
  - (ii) any act by an Authorised User which breaches the terms of this Agreement.

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

## **8 FEE**

- 8.1 The Members will pay the Fee as set out in SCHEDULE 1: Subscription Period and Fee. The Publisher will invoice Maynooth University (acting as agent for

the other Members) for the Licence Fee payable either by post or email to the address set out below:

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

Email: irel@mu.ie

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

## **9 TERM AND TERMINATION**

- 9.1 The Agreement shall commence on the first day of the Initial Subscription Period and shall continue for the Initial Subscription Period. Thereafter, this Agreement may be renewed by the parties for such further period as they may agree to in writing (the “**Renewal Period**”).

- 9.2 Maynooth University (acting as agent on behalf of the Members) may terminate this Agreement without cause by notifying the Publisher, in writing, at least sixty days before the end of the relevant Subscription Year, in which case this Agreement shall terminate upon the expiry of the applicable Subscription Year.

- 9.3 Maynooth University (acting as agent on behalf of the Members) may terminate this Agreement with immediate effect by written notice to the Publisher if the Publisher is in material breach of any obligation under this Agreement and, in the event of a material breach capable of being remedied, fails to remedy the breach within thirty (30) days of receipt of notice in writing of such breach.

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

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

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

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

9.6 Upon termination of this Agreement where the Licenced Materials are sold with access in perpetuity/continual archive rights (see SCHEDULE 2: Licensed Material) (except where a Member's participation in this Agreement is terminated under clause 9.4) the Publisher will provide the Members and Authorised Users with access to and use of the full text of the Licensed Material in accordance with those rights (for products purchased on a subscription basis this will be content which was published and paid for within the term of this Agreement) , without charge, by one or more of the following options:

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

9.6.2 granting access to the same Licensed Material through one of the e-journals archiving solutions as listed in Schedule 3;

9.6.3 and Related Obligations.

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

9.7 Members are permitted to:

9.7.1 mount the archival copies of the Licensed Material supplied by the Publisher in accordance with Clauses 9.6.1 and 9.6.2;

9.7.2 communicate, make available and provide access to such Licensed Material via a Secure Network to Authorised Users in accordance with the terms of this Agreement;

9.7.3 make copies of or re-format the Licensed Material contained in the archival copies supplied by the Publisher in any way to ensure their future preservation and accessibility in accordance with this Agreement;

9.8 In the event that ownership of a part or parts of the Licensed Material is sold by the Publisher or otherwise transferred to another publisher, the Publisher will

use all reasonable efforts to retain a non-exclusive copy of the volumes published during the term of this Agreement and make them available without charge to Members:

9.8.1 through the Publisher's server; or

9.8.2 by supplying such material without charge to Members in accordance with the procedure described in Clause 9.6.

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

9.9.1 maintain a digital archive of such Licensed Material;

make the digital archive available to Members without charge either through the Publisher's server, via a third party server (including e-journals archiving initiatives as listed in Schedule 3.

9.9.2 ) or by supplying the digital archive to Member without charge in accordance with the procedure described in Clause 9.6.

9.10 The archival copies supplied in accordance with Clauses 9.6.1 will contain all textual content of the Licensed Material but may not contain all links and other features and functionality associated with the online version available via the Publisher's server. Access and use of such copies will be free of charge.

9.11 On termination of this Agreement by Maynooth University due to a material breach by the Publisher, the Publisher will promptly reimburse Maynooth University such proportion of the Fee as relates to period after termination of the Agreement on a pro rata basis.

9.12 Upon termination of this Agreement, copies of parts of the Licensed Material made by Members or Authorised Users may be retained. Such copies may be used after termination of this Agreement subject to the terms of Clauses 3 and 4 of this Agreement, which terms shall survive any termination of this Agreement.

**10 ACKNOWLEDGEMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

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

**11 REPRESENTATION, WARRANTIES AND INDEMNIFICATION**

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

- 11.1.1 the use of the Licensed Material has been in full compliance with the terms and conditions of this Agreement;
- 11.1.2 the Member provides the Publisher with prompt notice of any such claim or threat of claim;

- 11.1.3 the Member co-operates fully with the Publisher in the defence or settlement of such claim; and
  - 11.1.4 the Publisher has sole and complete control over the defence or settlement of such claim.
- 11.2 The Publisher reserves the right to change the content of all or any part of the Licensed Material (including removal of an entire journal on ceasing to have the right to publish), presentation, user facilities or availability of parts of the Licensed Material and to make changes in any software used to make the Licensed Material available at their sole discretion. The Publisher will notice to the Members of any substantial change to the Licensed Material.
- 11.3 Each Member agrees to notify the Publisher immediately and to provide all information available in the event that it becomes aware of any actual or threatened claims by any third party in connection with any works contained in the Licensed Material and it shall do all things reasonably required to assist the Publisher in such claims, and such Member shall be reimbursed on demand for all expenses incurred in doing so. It is expressly agreed that upon such notification, or if the Publisher becomes aware of such a claim from other sources, the Publisher may remove such work(s) from the Licensed Material. Failure to report knowledge of any actual or threatened claim by any third party shall be deemed a material breach of this Agreement.
- 11.4 Nothing in this Agreement shall make any Member liable for breach of the terms of this Agreement by any Authorised User provided that it did not cause, knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred.
- 11.5 Each Member shall have several liability under and in connection with this Agreement.
- 11.6 Subject to Clause 11.7 and in respect of the Publisher's liability under clause 11.1 for which its aggregate liability shall be limited to £3million , each party's liability for any claim whether in contract, tort (including for negligence or breach of statutory duty howsoever arising), restitution or otherwise, for any loss or damage, arising out of or in connection with this Agreement shall be limited to an amount equal to the total Fee paid and payable under this Agreement during the twelve (12) months immediately preceding the date on which the claim



arose in respect of any event or series of connected events provided always that no party shall be liable for:

- 11.6.1 any special, indirect, incidental, punitive or consequential damages;
- 11.6.2 loss of direct or indirect profits, business, contracts, revenue or anticipated savings; or
- 11.6.3 any increased costs or expenses.

11.7 No party limits its liability for:

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

11.8 Except as expressly provided in this Agreement, all representations or warranties of any kind, express or implied, including but not limited to the accuracy of the information contained in the Licensed Materials, merchantability or fitness of use for a particular purpose are to the fullest extent permitted by law excluded from this Agreement and accordingly the Licensed Materials are supplied "as is".

## **12 FORCE MAJEURE**

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

12.2 If a party to this Agreement is prevented or delayed in the performance of any of its obligations under this Agreement by Force Majeure and if such party gives written notice thereof to the other party specifying the matters constituting Force Majeure together with such evidence as it reasonably can give and specifying

the period for which it is estimated that such prevention or delay will continue, then the party in question shall be excused the performance or the punctual performance as the case may be as from the date of such notice for so long as such cause of prevention or delay shall continue.

### **13 ASSIGNMENT**

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

### **14 GOVERNING LAW AND JURISDICTION**

14.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of the Republic of Ireland.

14.2 The parties irrevocably agree that any dispute arising out of or in connection with this Agreement will be subject to and within the jurisdiction of the courts of the Republic of Ireland.

### **15 DISPUTE RESOLUTION**

15.1 If any dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it ("Dispute"), the parties shall first attempt to settle it by negotiation. To this end they shall use their respective reasonable endeavours to consult or negotiate with each other in good faith, and recognising their mutual interests, attempt to reach a just and equitable settlement satisfactory to both parties. Negotiations shall be conducted between the Managing Director (or equivalent position) of the Publisher, or its nominated representative, and the current Director of the Consortium, or their nominated representative.

- 15.2 If the dispute cannot be resolved by the parties within one month of being escalated as referred to in Clause 15.1, the dispute may by agreement between the parties be referred to a neutral adviser or mediator (the “Mediator”) chosen by agreement between the parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the parties in any further proceedings.
- 15.3 Where the parties agree that a Dispute would best be resolved by the decision of an independent expert, they will use reasonable efforts to agree upon the nature of the expert required, on the appointment of the expert and, with the expert, the terms of his appointment.
- 15.4 Any person to whom a reference is made under Clause 15.3 shall act as expert and not as an arbitrator and his decision (which shall be given by the expert in writing and shall state the reasons for the decision) shall be final and binding on the parties except in the case of manifest error or fraud.
- 15.5 Each party shall provide such expert with such information and documentation as the expert may reasonably require for the purposes of forming his or her decision.
- 15.6 The costs of the expert shall be borne by the parties in such proportions as the expert may determine to be fair and reasonable in all circumstances or, if no determination is made by the expert, by the parties in equal proportions.
- 15.7 Subject to Clause 15.1, except where urgent interim measures are sought, and 15.4, nothing in this Clause 15 shall prevent either party commencing or continuing court proceedings in relation to the Dispute under Clause 14.

## **16 NOTICES**

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

if to the Publisher:

Name of recipient	Emma Tregenza, General Counsel
Postal address	Emerald Publishing, Howard House, Wagon Lane, Bingley, BD16 1WA
Email address	etregenza@emerald.com

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

Name of recipient	IReL Manager
Postal address	IReL, Maynooth University Library, Co. Kildare, W23 VP22, Ireland
Email address	irel@mu.ie

## 17 **GENERAL**

- 17.1 This Agreement and its Schedules and Annexes constitute the entire agreement between the parties relating to the Licensed Material and supersede all prior communications, understandings and agreements (whether written or oral) relating to its subject matter and may not be amended or modified except by agreement of both parties in writing.
- 17.2 Termination or expiry of this Agreement shall not affect any party's accrued rights or liabilities or affect the coming into force of any provision which is expressly or intended by implication to come into or continue in force on or after expiration or termination.
- 17.3 The Schedules and Annexes shall have the same force and effect as if expressly set in the body of this Agreement and any reference to this Agreement shall include the Schedules and Annexes.
- 17.4 The invalidity or unenforceability of any provision of this Agreement shall not affect the continuation in force of the remainder of this Agreement.

- 17.5 If the whole or any part of a provision of this Agreement is or becomes illegal, invalid or unenforceable under the law of any jurisdiction, that shall not affect the legality, validity or enforceability under the law of that jurisdiction of the remainder of the provision in question or any other provision of this Agreement and the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
- 17.6 This Agreement is not intended to, and does not, create, a partnership or the relationship of principal and agent or any contract of employment or other legal relationship between any of the parties.
- 17.7 This Agreement may be executed in original counterparts and all the counterparts together constitute the same document. This Agreement shall not be effective until each party has executed and delivered at least one original counterpart.
- 17.8 The rights of the parties arising under this Agreement shall not be waived except in writing. Any waiver of any of a party's rights under this Agreement or of any breach of this Agreement by the other party shall not be construed as a waiver of any other rights or of any other or further breach. Failure by either party to exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

**SCHEDULE 1: Subscription Period and Fee**

1. The agreed Initial Subscription Period is:

01/01/2021 - 31/12/2023

2. The Fee for the Initial Subscription Period comprises of the following:

Subscription Year 1 (01/01/2021 – 31/12/2021): £229,000 (exclusive of VAT)

Subscription Year 2 (01/01/2022 – 31/12/2022): £235,000(exclusive of VAT)

Subscription Year 3 (01/01/2023 – 31/12/2023): £242,000(exclusive of VAT)

Such Licence Fee shall fall due and payable by Maynooth University, as agent on behalf of the Members, within 30 days of receipt by Maynooth University of the Publisher's invoice. The Licence Fee is shown exclusive of VAT.

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

**SCHEDULE 2: Licensed Material**

The Material consists of the following:

Licensed Material	Subscription Period	Access in Perpetuity
Emerald Premier eJournal	01/01/2021 – 31/12/2021	Yes
Emerald Premier eJournal	01/01/2022 – 31/12/2022	Yes
Emerald Premier eJournal	01/01/2023 – 31/12/2023	Yes

Titles within the Licensed Material are reviewed on an annual basis and may be altered annually. The list below is accurate at the date of this agreement.

Complimentary access to previous editions is available with E-Journal subscriptions, at the discretion of the Publisher.

Where access to archives is provided, it is dependent on availability of content (any date ranges provided are for guidance only).

## Emerald eJournal Premier Title Listing

Journal title	Acronym	ISSN
<a href="#">Academia Revista Latinoamericana de Administración</a>	ARLA	1012-8255
<a href="#">Accounting Research Journal</a>	ARJ	1030-9616
<a href="#">Accounting, Auditing &amp; Accountability Journal</a>	AAAJ	0951-3574
<a href="#">Advances in Autism</a>	AIA	2056-3868
<a href="#">Advances in Dual Diagnosis</a>	ADD	1757-0972
<a href="#">Advances in Mental Health and Intellectual Disabilities</a>	AMHID	2044-1282
<a href="#">African Journal of Economic and Management Studies</a>	AJEMS	2040-0705
<a href="#">Agricultural Finance Review</a>	AFR	0002-1466
<a href="#">Aircraft Engineering and Aerospace Technology</a>	AEAT	0002-2667
<a href="#">American Journal of Business</a>	AJB	1935-5181
<a href="#">Annals in Social Responsibility</a>	ASR	2056-3515
<a href="#">Anti-Corrosion Methods and Materials</a>	ACMM	0003-5599
<a href="#">Archnet-IJAR</a>	ARCH	2631-6862
<a href="#">Arts and the Market</a>	AAM	2056-4945
<a href="#">Asia Pacific Journal of Marketing and Logistics</a>	APJML	1355-5855
<a href="#">Asian Education and Development Studies</a>	AEDS	2046-3162
<a href="#">Asian Review of Accounting</a>	ARA	1321-7348
<a href="#">Asia-Pacific Journal of Business Administration</a>	APJBA	1757-4323
<a href="#">Aslib Journal of Information Management</a>	AJIM	2050-3806
<a href="#">Assembly Automation</a>	AA	0144-5154
<a href="#">Baltic Journal of Management</a>	BJM	1746-5265
<a href="#">Benchmarking: An International Journal</a>	BIJ	1463-5771
<a href="#">British Food Journal</a>	BFJ	0007-070X
<a href="#">Built Environment Project and Asset Management</a>	BEPAM	2044-124X



<a href="#">Business Process Management Journal</a>	BPMJ	1463-7154
<a href="#">Career Development International</a>	CDI	1362-0436
<a href="#">China Agricultural Economic Review</a>	CAER	1756-137X
<a href="#">China Finance Review International</a>	CFRI	2044-1398
<a href="#">Chinese Management Studies</a>	CMS	1750-614X
<a href="#">Circuit World</a>	CW	0305-6120
<a href="#">Collection and Curation</a>	CC	2514-9326
<a href="#">COMPEL</a>	COMPEL	0332-1649
<a href="#">Competitiveness Review</a>	CR	1059-5422
<a href="#">Construction Innovation</a>	CI	1471-4175
<a href="#">Continuity and Resilience Review</a>	CRR	2516-7502
<a href="#">Corporate Communications: An International Journal</a>	CCIJ	1356-3289
<a href="#">Corporate Governance</a>	CG	1472-0701
<a href="#">Critical Perspectives on International Business</a>	CPOIB	1742-2043
<a href="#">Cross Cultural &amp; Strategic Management</a>	CCSM	2059-5794
<a href="#">Data Technologies and Applications prev. Program</a>	DTA	2514-9288
<a href="#">Development and Learning in Organizations: An International Journal</a>	DLO	1477-7282
<a href="#">Digital Library Perspectives</a>	DLP	2059-5816
<a href="#">Digital Policy, Regulation and Governance</a>	DPRG	2398-5038
<a href="#">Disaster Prevention and Management: An International Journal</a>	DPM	0965-3562
<a href="#">Drugs and Alcohol Today</a>	DAT	1745-9265
<a href="#">Education + Training</a>	ET	0040-0912
<a href="#">Employee Relations</a>	ER	0142-5455
<a href="#">Engineering Computations</a>	EC	0264-4401
<a href="#">Engineering, Construction and Architectural Management</a>	ECAM	0969-9988
<a href="#">English Teaching: Practice &amp; Critique</a>	ETPC	1175-8708

<a href="#">Equality, Diversity and Inclusion: An International Journal</a>	EDI	2040-7149
<a href="#">EuroMed Journal of Business</a>	EMJB	1450-2194
<a href="#">European Business Review</a>	EBR	0955-534X
<a href="#">European Journal of Innovation Management</a>	EJIM	1460-1060
<a href="#">European Journal of Marketing</a>	EJM	0309-0566
<a href="#">European Journal of Training and Development</a>	EJTD	2046-9012
<a href="#">Evidence-based HRM</a>	EBHRM	2049-3983
<a href="#">Facilities</a>	F	0263-2772
<a href="#">Foresight</a>	FS	1463-6689
<a href="#">Gender in Management</a>	GM	1754-2413
<a href="#">Global Knowledge, Memory and Communication prev. Library Review</a>	GKMC	2514-9342
<a href="#">Grey Systems: Theory and Application</a>	GS	2043-9377
<a href="#">Health Education</a>	HE	0965-4283
<a href="#">Higher Education, Skills and Work-Based Learning</a>	HESWBL	2042-3896
<a href="#">History of Education Review</a>	HER	0819-8691
<a href="#">Housing, Care and Support</a>	HCS	1460-8790
<a href="#">Human Resource Management International Digest</a>	HRMID	0967-0734
<a href="#">Indian Growth and Development Review</a>	IGDR	1753-8254
<a href="#">Industrial and Commercial Training</a>	ICT	0019-7858
<a href="#">Industrial Lubrication and Tribology</a>	ILT	0036-8792
<a href="#">Industrial Management &amp; Data Systems</a>	IMDS	0263-5577
<a href="#">Industrial Robot</a>	IR	0143-991X
<a href="#">Information and Computer Security</a>	ICS	2056-4961
<a href="#">Information and Learning Sciences</a>	ILS	2398-5348
<a href="#">Information Discovery and Delivery</a>	IDD	2398-6247
<a href="#">Information Technology &amp; People</a>	ITP	0959-3845

<a href="#">Interactive Technology and Smart Education</a>	ITSE	1741-5659
<a href="#">International Journal for Lesson and Learning Studies</a>	IJLLS	2046-8253
<a href="#">International Journal of Accounting &amp; Information Management</a>	IJAIM	1834-7649
<a href="#">International Journal of Bank Marketing</a>	IJBM	0265-2323
<a href="#">International Journal of Building Pathology and Adaptation</a>	IJBPA	2398-4708
<a href="#">International Journal of Clothing Science and Technology</a>	IJCST	0955-6222
<a href="#">International Journal of Comparative Education and Development</a>	IJCED	2396-7404
<a href="#">International Journal of Conflict Management</a>	IJCMA	1044-4068
<a href="#">International Journal of Contemporary Hospitality Management</a>	IJCHM	0959-6119
<a href="#">International Journal of Culture, Tourism and Hospitality Research</a>	IJCTHR	1750-6182
<a href="#">International Journal of Development Issues</a>	IJDI	1446-8956
<a href="#">International Journal of Disaster Resilience in the Built Environment</a>	IJDRBE	1759-5908
<a href="#">International Journal of Educational Management</a>	IJEM	0951-354X
<a href="#">International Journal of Emergency Services</a>	IJES	2047-0894
<a href="#">International Journal of Emerging Markets</a>	IJOEM	1746-8809
<a href="#">International Journal of Energy Sector Management</a>	IJESM	1750-6220
<a href="#">International Journal of Entrepreneurial Behavior &amp; Research</a>	IJEBR	1355-2554
<a href="#">International Journal of Ethics and Systems prev. Humanomics</a>	IJOES	2514-9369
<a href="#">International Journal of Event and Festival Management</a>	IJEFM	1758-2954
<a href="#">International Journal of Gender and Entrepreneurship</a>	IJGE	1756-6266
<a href="#">International Journal of Health Care Quality Assurance</a>	IJHCQA	0952-6862
<a href="#">International Journal of Health Governance</a>	IJHG	2059-4631
<a href="#">International Journal of Housing Markets and Analysis</a>	IJHMA	1753-8270
<a href="#">International Journal of Human Rights in Healthcare</a>	IJHRH	2056-4902
<a href="#">International Journal of Information and Learning Technology</a>	IJILT	2056-4880
<a href="#">International Journal of Innovation Science</a>	IJIS	1757-2223

<a href="#">International Journal of Intelligent Computing and Cybernetics</a>	IJICC	1756-378X
<a href="#">International Journal of Intelligent Unmanned Systems</a>	IJIUS	2049-6427
<a href="#">International Journal of Islamic and Middle Eastern Finance and Management</a>	IMEFM	1753-8394
<a href="#">International Journal of Law and Management</a>	IJLMA	1754-243X
<a href="#">International Journal of Lean Six Sigma</a>	IJLSS	2040-4166
<a href="#">International Journal of Managerial Finance</a>	IJMF	1743-9132
International Journal of Managing Projects in Business	IJMPB	1753-8378
<a href="#">International Journal of Manpower</a>	IJM	0143-7720
<a href="#">International Journal of Mentoring and Coaching in Education</a>	IJMCE	2046-6854
<a href="#">International Journal of Migration, Health and Social Care</a>	IJMHC	1747-9894
<a href="#">International Journal of Numerical Methods for Heat &amp; Fluid Flow</a>	HFF	0961-5539
<a href="#">International Journal of Operations &amp; Production Management</a>	IJOPM	0144-3577
<a href="#">International Journal of Organization Theory &amp; Behavior</a>	IJOTB	1093-4537
<a href="#">International Journal of Organizational Analysis</a>	IJOA	1934-8835
<a href="#">International Journal of Pervasive Computing and Communications</a>	IJPCC	1742-7371
<a href="#">International Journal of Pharmaceutical and Healthcare Marketing</a>	IJPHM	1750-6123
<a href="#">International Journal of Physical Distribution &amp; Logistics Management</a>	IJPDLM	0960-0035
<a href="#">International Journal of Prisoner Health</a>	IJPH	1744-9200
<a href="#">International Journal of Productivity and Performance Management</a>	IJPPM	1741-0401
<a href="#">International Journal of Public Leadership</a>	IJPL	2056-4929
<a href="#">International Journal of Public Sector Management</a>	IJPSM	0951-3558
<a href="#">International Journal of Quality &amp; Reliability Management</a>	IJQRM	0265-671X
<a href="#">International Journal of Quality and Service Sciences</a>	IJQSS	1756-669X
<a href="#">International Journal of Retail &amp; Distribution Management</a>	IJRDM	0959-0552
<a href="#">International Journal of Social Economics</a>	IJSE	0306-8293
<a href="#">International Journal of Sociology and Social Policy</a>	IJSSP	0144-333X

<a href="#">International Journal of Sports Marketing and Sponsorship</a>	IJSMS	1464-6668
<a href="#">International Journal of Structural Integrity</a>	IJSI	1757-9864
<a href="#">International Journal of Sustainability in Higher Education</a>	IJSHE	1467-6370
<a href="#">International Journal of Tourism Cities</a>	IJTC	2056-5607
<a href="#">International Journal of Web Information Systems</a>	IJWIS	1744-0084
<a href="#">International Journal of Wine Business Research</a>	IJWBR	1751-1062
<a href="#">International Journal of Workplace Health Management</a>	IJWHM	1753-8351
<a href="#">International Marketing Review</a>	IMR	0265-1335
<a href="#">Internet Research</a>	INTR	1066-2243
<a href="#">Journal for Multicultural Education</a>	JME	2053-535X
<a href="#">Journal of Accounting &amp; Organizational Change</a>	JAOC	1832-5912
<a href="#">Journal of Accounting in Emerging Economies</a>	JAEE	2042-1168
<a href="#">Journal of Advances in Management Research</a>	JAMR	0972-7981
<a href="#">Journal of Aggression, Conflict and Peace Research</a>	JACPR	1759-6599
<a href="#">Journal of Agribusiness in Developing and Emerging Economies</a>	JADEE	2044-0839
<a href="#">Journal of Applied Accounting Research</a>	JAAR	0967-5426
<a href="#">Journal of Applied Research in Higher Education</a>	JARHE	2050-7003
<a href="#">Journal of Asia Business Studies</a>	JABS	1558-7894
<a href="#">Journal of Business &amp; Industrial Marketing</a>	JBIM	0885-8624
<a href="#">Journal of Business Strategy</a>	JBS	0275-6668
<a href="#">Journal of Children's Services</a>	JCS	1746-6660
<a href="#">Journal of Chinese Economic and Foreign Trade Studies</a>	JCEFTS	1754-4408
<a href="#">Journal of Communication Management</a>	JCOM	1363-254X
<a href="#">Journal of Consumer Marketing</a>	JCM	0736-3761
<a href="#">Journal of Contemporary Marketing Science</a>	JCMARS	2516-7480
<a href="#">Journal of Corporate Real Estate</a>	JCRE	1463-001X

<a href="#">Journal of Criminal Psychology</a>	JCP	2009-3829
<a href="#">Journal of Criminological Research, Policy and Practice</a>	JCRPP	2056-3841
<a href="#">Journal of Cultural Heritage Management and Sustainable Development</a>	JCHMSD	2044-1266
<a href="#">Journal of Documentation</a>	JD	0022-0418
<a href="#">Journal of Economic and Administrative Sciences</a>	JEAS	1026-4116
<a href="#">Journal of Economic Studies</a>	JES	0144-3585
<a href="#">Journal of Educational Administration</a>	JEA	0957-8234
<a href="#">Journal of Enabling Technologies</a>	JET	2398-6263
<a href="#">Journal of Engineering, Design and Technology</a>	JEDT	1726-0531
<a href="#">Journal of Enterprise Information Management</a>	JEIM	1741-0398
<a href="#">Journal of Enterprising Communities: People and Places in the Global Economy</a>	JEC	1750-6204
<a href="#">Journal of Entrepreneurship and Public Policy</a>	JEPP	2045-2101
<a href="#">Journal of Entrepreneurship in Emerging Economies</a>	JEEE	2053-4604
<a href="#">Journal of European Real Estate Research</a>	JERER	1753-9269
<a href="#">Journal of Facilities Management</a>	JFM	1472-5967
<a href="#">Journal of Family Business Management</a>	JFBM	2043-6238
<a href="#">Journal of Fashion Marketing and Management</a>	JFMM	1361-2026
<a href="#">Journal of Financial Crime</a>	JFC	1359-0790
<a href="#">Journal of Financial Economic Policy</a>	JFEP	1757-6385
<a href="#">Journal of Financial Management of Property and Construction</a>	JFMPC	1366-4387
<a href="#">Journal of Financial Regulation and Compliance</a>	JFRC	1358-1988
<a href="#">Journal of Financial Reporting and Accounting</a>	JFRA	1985-2517
<a href="#">Journal of Global Mobility</a>	JGM	2049-8799
<a href="#">Journal of Global Operations and Strategic Sourcing</a>	JGOSS	2398-5364
<a href="#">Journal of Global Responsibility</a>	JGR	2041-2568
<a href="#">Journal of Health Organization and Management</a>	JHOM	1477-7266

<a href="#">Journal of Historical Research in Marketing</a>	JHRM	1755-750X
<a href="#">Journal of Hospitality and Tourism Insights</a>	JHTI	2514-9792
<a href="#">Journal of Hospitality and Tourism Technology</a>	JHTT	1757-9880
<a href="#">Journal of Humanitarian Logistics and Supply Chain Management</a>	JHLSCM	2042-6747
<a href="#">Journal of Indian Business Research</a>	JIBR	1755-4195
<a href="#">Journal of Information, Communication and Ethics in Society</a>	JICES	1477-996X
<a href="#">Journal of Integrated Care</a>	JICA	1476-9018
<a href="#">Journal of Intellectual Capital</a>	JIC	1469-1930
<a href="#">Journal of Intellectual Disabilities and Offending Behaviour</a>	JIDOB	2050-8824
<a href="#">Journal of International Education in Business</a>	JIEB	2046-469X
<a href="#">Journal of International Trade Law and Policy</a>	JITLP	1477-0024
<a href="#">Journal of Investment Compliance</a>	JOIC	1528-5812
<a href="#">Journal of Islamic Accounting and Business Research</a>	JIABR	1759-0817
<a href="#">Journal of Islamic Marketing</a>	JIMA	1759-0833
<a href="#">Journal of Knowledge Management</a>	JKM	1367-3270
<a href="#">Journal of Management Development</a>	JMD	0262-1711
<a href="#">Journal of Management History</a>	JMH	1751-1348
<a href="#">Journal of Managerial Psychology</a>	JMP	0268-3946
<a href="#">Journal of Manufacturing Technology Management</a>	JMTM	1741-038X
<a href="#">Journal of Modelling in Management</a>	JM2	1746-5664
<a href="#">Journal of Money Laundering Control</a>	JMLC	1368-5201
<a href="#">Journal of Organizational Change Management</a>	JOCM	0953-4814
<a href="#">Journal of Organizational Effectiveness: People and Performance</a>	JOEPP	2051-6614
<a href="#">Journal of Organizational Ethnography</a>	JOE	2046-6749
<a href="#">Journal of Participation and Employee Ownership</a>	JPEO	2514-7641
<a href="#">Journal of Place Management and Development</a>	JPMD	1753-8335

<a href="#">Journal of Product &amp; Brand Management</a>	JPBM	1061-0421
<a href="#">Journal of Professional Capital and Community</a>	JPCC	2056-9548
<a href="#">Journal of Property Investment &amp; Finance</a>	JPIF	1463-578X
<a href="#">Journal of Property, Planning and Environmental Law prev. International Journal of Law in the Built Environment</a>	JPPEL	2514-9407
<a href="#">Journal of Public Budgeting, Accounting &amp; Financial Management</a>	JPBAFM	1096-3367
<a href="#">Journal of Public Mental Health</a>	JPMH	1746-5729
<a href="#">Journal of Public Procurement</a>	JOPP	1535-0118
<a href="#">Journal of Quality in Maintenance Engineering</a>	JQME	1355-2511
<a href="#">Journal of Research in Interactive Marketing</a>	JRIM	2040-7122
<a href="#">Journal of Research in Marketing and Entrepreneurship</a>	JRME	1471-5201
<a href="#">Journal of Risk Finance, The</a>	JRF	1526-5943
<a href="#">Journal of Science and Technology Policy Management</a>	JSTPM	2053-4620
<a href="#">Journal of Service Management</a>	JOSM	1757-5818
<a href="#">Journal of Service Theory and Practice</a>	JSTP	2055-6225
<a href="#">Journal of Services Marketing</a>	JSM	0887-6045
<a href="#">Journal of Small Business and Enterprise Development</a>	JSBED	1462-6004
<a href="#">Journal of Social Marketing</a>	JSOCM	2042-6763
<a href="#">Journal of Strategy and Management</a>	JSMA	1755-425X
<a href="#">Journal of Structural Fire Engineering</a>	JSFE	2040-2317
<a href="#">Journal of Systems and Information Technology</a>	JSIT	1328-7265
<a href="#">Journal of Workplace Learning</a>	JWL	1366-5626
<a href="#">Kybernetes</a>	K	0368-492X
<a href="#">Leadership &amp; Organization Development Journal</a>	LODJ	0143-7739
<a href="#">Leadership in Health Services</a>	LHS	1751-1879
<a href="#">Library Hi Tech</a>	LHT	0737-8831



<a href="#">Library Hi Tech News</a>	LHTN	0741-9058
<a href="#">Library Management</a>	LM	0143-5124
<a href="#">Management Decision</a>	MD	0025-1747
<a href="#">Management of Environmental Quality</a>	MEQ	1477-7835
<a href="#">Management Research Review</a>	MRR	2040-8269
<a href="#">Management Research: Journal of the Iberoamerican Academy of Management</a>	MRJIAM	1536-5433
<a href="#">Managerial Auditing Journal</a>	MAJ	0268-6902
<a href="#">Managerial Finance</a>	MF	0307-4358
<a href="#">Marketing Intelligence &amp; Planning</a>	MIP	0263-4503
<a href="#">Measuring Business Excellence</a>	MBE	1368-3047
<a href="#">Meditari Accountancy Research</a>	MEDAR	2049-372X
<a href="#">Mental Health and Social Inclusion</a>	MHSI	2042-8308
<a href="#">Mental Health Review Journal</a>	MHRJ	1361-9322
<a href="#">Microelectronics International</a>	MI	1356-5362
<a href="#">Multidiscipline Modeling in Materials and Structures</a>	MMMS	1573-6105
<a href="#">Multinational Business Review</a>	MBR	1525-383X
<a href="#">Nankai Business Review International</a>	NBRI	2040-8749
<a href="#">Nutrition &amp; Food Science</a>	NFS	0034-6659
<a href="#">On the Horizon</a>	OTH	1074-8121
<a href="#">Online Information Review</a>	OIR	1468-4527
<a href="#">Open House International</a>	OHI	0168-2601
<a href="#">Pacific Accounting Review</a>	PAR	0114-0582
<a href="#">Performance Measurement and Metrics</a>	PMM	1467-8047
<a href="#">Personnel Review</a>	PR	0048-3486
<a href="#">Pigment &amp; Resin Technology</a>	PRT	0369-9420
<a href="#">Policing: An International Journal</a>	PIJPSM	1363-951X

<a href="#">Property Management</a>	PM	0263-7472
<a href="#">Qualitative Market Research: An International Journal</a>	QMR	1352-2752
<a href="#">Qualitative Research in Accounting &amp; Management</a>	GRAM	1176-6093
<a href="#">Qualitative Research in Financial Markets</a>	QRFM	1755-4179
<a href="#">Qualitative Research in Organizations and Management: An International Journal</a>	QROM	1746-5648
<a href="#">Qualitative Research Journal</a>	QRJ	1443-9883
<a href="#">Quality Assurance in Education</a>	QAE	0968-4883
<a href="#">Quality in Ageing and Older Adults</a>	QAOA	1471-7794
<a href="#">Rapid Prototyping Journal</a>	RPJ	1355-2546
<a href="#">Records Management Journal</a>	RMJ	0956-5698
<a href="#">Reference Services Review</a>	RSR	0090-7324
<a href="#">Research Journal of Textile and Apparel</a>	RJTA	1560-6074
<a href="#">Review of Accounting and Finance</a>	RAF	1475-7702
<a href="#">Review of Behavioural Finance</a>	RBF	1940-5979
<a href="#">Review of International Business and Strategy</a>	RIBS	2059-6014
<a href="#">Safer Communities</a>	SC	1757-8043
<a href="#">Sensor Review</a>	SR	0260-2288
<a href="#">Smart and Sustainable Built Environment</a>	SASBE	2046-6099
<a href="#">Social Enterprise Journal</a>	SEJ	1750-8614
<a href="#">Social Responsibility Journal</a>	SRJ	1747-1117
<a href="#">Social Studies Research and Practice</a>	SSRP	1933-5415
<a href="#">Social Transformations in Chinese Societies</a>	STICS	1871-2673
<a href="#">Society and Business Review</a>	SBR	1746-5680
<a href="#">Soldering &amp; Surface Mount Technology</a>	SSMT	0954-0911
<a href="#">South Asian Journal of Business Studies</a>	SAJBS	2398-628X
<a href="#">Sport, Business and Management: An International Journal</a>	SBM	2042-678X

<a href="#">Strategic Direction</a>	SD	0258-0543
<a href="#">Strategic HR Review</a>	SHR	1475-4398
<a href="#">Strategy &amp; Leadership</a>	SL	1087-8572
<a href="#">Studies in Economics and Finance</a>	SEF	1086-7376
<a href="#">Studies in Graduate and Postdoctoral Education</a>	SGPE	2398-4686
<a href="#">Supply Chain Management: An International Journal</a>	SCM	1359-8546
<a href="#">Sustainability Accounting, Management and Policy Journal</a>	SAMPJ	2040-8021
<a href="#">Team Performance Management</a>	TPM	1352-7592
<a href="#">The Bottom Line</a>	BL	0888-045X
<a href="#">The Electronic Library</a>	EL	0264-0473
<a href="#">The International Journal of Logistics Management</a>	IJLM	0957-4093
<a href="#">The Journal of Adult Protection</a>	JAP	1466-8203
<a href="#">The Journal of Forensic Practice</a>	JFP	2050-8794
<a href="#">The Journal of Mental Health Training, Education and Practice</a>	JMHTEP	1755-6228
<a href="#">The Learning Organization</a>	TLO	0969-6474
<a href="#">The TQM Journal</a>	TQM	1754-2731
<a href="#">Therapeutic Communities</a>	TC	0964-1866
<a href="#">Tizard Learning Disability Review</a>	TLDR	1359-5474
<a href="#">Tourism Review</a>	TR	1660-5373
<a href="#">Transforming Government: People, Process and Policy</a>	TG	1750-6166
<a href="#">VINE Journal of Information and Knowledge Management Systems</a>	VJIKMS	2059-5891
<a href="#">Working with Older People</a>	WWOP	1366-3666
<a href="#">World Journal of Engineering</a>	WJE	1708-5284
<a href="#">World Journal of Entrepreneurship, Management and Sustainable Development</a>	WJEMSD	2042-5961
<a href="#">World Journal of Science, Technology and Sustainable Development</a>	WJSTSD	2042-5945
<a href="#">Worldwide Hospitality and Tourism Themes</a>	WHATT	1755-4217

<a href="#">Young Consumers</a>	YC	1747-3616
---------------------------------	----	-----------

### **SCHEDULE 3 – Industry Standards and Related Obligations**

(urls and web addresses below are for guidance and may change)

The Publisher agrees to implement the following industry standards to enhance access and use of the Licensed Material and shall:

1. provide Maynooth University with usage statistics compliant with the most recent release of the COUNTER Code of Practice ([www.projectcounter.org](http://www.projectcounter.org)), organised by month, every three months;
2. implement the Standardized Usage Statistics Harvesting Initiative (SUSHI) protocol ([www.niso.org/workrooms/sushi](http://www.niso.org/workrooms/sushi));
3. archive the Licensed Material to ensure that it is preserved for future scholarship in of the following archiving solution(s):
  - a. Portico
  - b. Clockss
  - c. Lockss
4. subject to paragraph 3 and the provisions of Clause 9, provide the means for Members to continue to access the Licensed Material via an archiving service for use only in the event that the Publisher ceases trading, and inform Members where the Licensed Material has been archived, and provide Members with sufficient authority and information to enable Members to access such Licensed Material;
5. use all reasonable efforts to meet the W3C standards ([www.w3.org/WAI/Resources/#in](http://www.w3.org/WAI/Resources/#in)) to ensure that the Licensed Material is accessible to all Authorised Users;
6. use all reasonable efforts to meet the Open URL Standard ([http://www.niso.org/kst/reports/standards?step=2&project\\_key=d5320409c5160be4697dc046613f71b9a773cd9e](http://www.niso.org/kst/reports/standards?step=2&project_key=d5320409c5160be4697dc046613f71b9a773cd9e)) to ensure that Authorised Users can search for and find the Licensed Material;
7. use all reasonable efforts to keep to the Code of Practice of Project Transfer ([www.projecttransfer.org](http://www.projecttransfer.org)) to ensure that journal content remains easily accessible by the Members and its Authorised Users when there is a transfer of material between parties, and to ensure that the transfer process occurs with minimum disruption;
8. provide link-resolver vendors and other library systems suppliers quarterly with full details of the Licensed Material in accordance with the most current KBART standard (<http://www.uksg.org/kbart/s5/guidelines>); and also with related data of (i) the first and final year, volume, and issue and (ii) the algorithm or syntax

for constructing an article-level link from an article's metadata within the Licensed Material;

9. provide relevant information to third party discovery tools (such as Scopus, Summon), in accordance with NISO recommendations ([http://www.niso.org/apps/group\\_public/download.php/13388/rp-19-2014\\_ODI.pdf](http://www.niso.org/apps/group_public/download.php/13388/rp-19-2014_ODI.pdf));

**SCHEDULE 4: Consortium Members**

- Dublin City University
- National University of Ireland Galway
- Maynooth University
- Trinity College Dublin
- University College Cork
- University College Dublin
- University of Limerick
- Royal College of Surgeons in Ireland
- TU Dublin

IReL funding bodies (to be included as Members no additional fee)

- Higher Education Authority
- Science Foundation Ireland

### **Schedule 5: Open Access Provision**

1. In consideration of the Fee(s), the Publisher will issue an unlimited number of vouchers that can be redeemed by Eligible Authors for publishing their content in accordance with and subject to the conditions of this clause (**Vouchers**).
2. The Vouchers expire after the end of the Term and cannot be used in subsequent periods.
3. Eligible Authors will be eligible to use the Vouchers for articles accepted for publication:
  - a) in any Emerald subscription journal supporting Gold Open Access options on [www.thePublisher.com/insight](http://www.thePublisher.com/insight) that the Eligible Author's Institution has subscribed to in the relevant period;
  - b) in any Emerald fully gold open access journal; or
  - c) on any Emerald open access publishing platform.
4. Acceptance of articles for publication will be subject to the acceptance criteria (including editorial and peer review standards) for the applicable journal/platform and must represent original research.
5. Vouchers will be assigned to Eligible Authors at the point of article acceptance.
6. A condition of redemption is that the Eligible Authors must agree that, and grant all necessary rights to enable, the accepted article to be published on a Creative Commons Attribution 4.0 International (CC BY 4.0) licence (or other open access licence agreed between the Eligible Author and the Publisher).
7. The Parties acknowledge that Eligible Authors have the option to publish using a Voucher as envisaged by this clause, or a standard license to publish (i.e. on subscription basis). The publisher shall inform Eligible Authors about the availability of Vouchers under this Agreement. IReL and the Consortium agree that if an author who was identified as eligible at the point of submission but is not an Eligible Author at the point of acceptance and therefore is not eligible for a Voucher, IReL and the Consortium will co-operate with the Publisher to communicate with the author about their eligibility status.
8. Eligible Authors will be identified using email address and/or affiliation if the email address is part of the list of domain names of the Institution and the affiliation to the Institution is recognized.
9. The Parties acknowledge that the Publisher's current process for identification of Eligible Authors takes place at submission.
10. The Parties acknowledge that the Publisher is currently implementing a new system for the allocation of Vouchers to Eligible Authors. The Publisher will make reasonable efforts to facilitate:
  - a. a step in the identification process to allow Consortium to verify the Publisher's identification of authors as Eligible Authors prior to allocation of a Voucher; and
  - b. the identification of Eligible Authors to take place and/or be updated at acceptance.

The parties may vary this Schedule to reflect such changes in process by written agreement. IReL and the Consortium agree that where the revised process requires actions by the Members any variations to this Agreement will include conditions



reasonably requested by the Publisher (i.e. that the Consortium Member will perform the action in a certain way (e.g. provide the verification within a certain period of time)).

11. If IReL notifies the Publisher (within one month of receipt of its quarterly report) that a Voucher has been assigned to a published article in error because at the time of acceptance the author was not an Eligible Author (for example an author was an Eligible Author at submission but was not at the time of acceptance) the Publisher will correct its reporting to reflect the actual number of Vouchers used by Eligible Authors.

12. If IReL notifies the Publisher (within one month of receipt of its quarterly report) that an Voucher has not been assigned to a published article in error (i.e. the article has been published on a subscription basis when it should have been published open access) because at the time of acceptance the author was an Eligible Author (for example an author has become an Eligible Author between submission and acceptance) the Publisher will allocate a Voucher to the article and publish it on an open basis subject always to the Eligible Author meeting the conditions of redemption in paragraph 6.

13. The Parties acknowledge and agree that nothing in this Agreement, in particular but not limited to the definition or identification of an Eligible Author, affects how the affiliation of the author or Eligible Author is stated in the published article, which will be determined by the Publisher's policy from time to time.

14. The Publisher will deliver to the Licensee a quarterly report of the articles by Eligible Authors that have been published in hybrid journals or fully open access journals in each quarter (using a Voucher or an a subscription basis). The report shall include the following details:

- Name and email address of the corresponding author
- Affiliation(s) of the corresponding author
- Date of acceptance
- Online publication date
- Journal Title
- Article title
- Article type
- DOI
- CC license type
- Funder details
- Number of Vouchers used to date.

15. The Publisher will meet the standards in Schedule 3 for all content published via the redemption of a Voucher.

16. For the first year of the Term, the parties shall evaluate the progress of Agreement on a quarterly basis in scheduled meetings. For successive years of the Term the parties will jointly discuss in advance the appropriate frequency of the evaluation meetings.

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

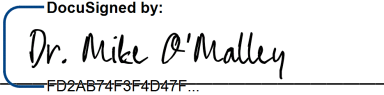
SIGNED by:  \_\_\_\_\_  
DocuSigned by:  
Shariq Mumtaz  
CEDC38B3B33C48A...

Date: 31 March 2021  
\_\_\_\_\_

Name: Shariq Mumtaz  
\_\_\_\_\_

Position: Director  
\_\_\_\_\_

for and on behalf of Emerald Publishing Limited

SIGNED by:  \_\_\_\_\_  
DocuSigned by:  
Dr. Mike O'Malley  
FD2AB74F3F4D47F...

Date: Dr. Mike O'Malley  
\_\_\_\_\_

Name: Mike O'Malley  
\_\_\_\_\_

Position: Bursar and Secretary  
\_\_\_\_\_

for and on behalf of National University of Ireland Maynooth, Maynooth University