

Parts A, B, C, D, E (and F, where applicable), below comprise one licence agreement (**Agreement**) between: (1) BMJ Publishing Group Limited, company number 03102371, registered office at BMA House, Tavistock Square, London WC1H 9JR, United Kingdom (**BMJ**); and (2) the **Subscriber** named below, for access to certain of BMJ's publications.

**PART A: ORDER SCHEDULE**

<b>Currency:</b>	Sterling																							
<b>Fee and payment terms:</b>	<p>In each Subscription Year, the Subscriber shall pay an annual Fee as set out below. The annual Fee shall include the annual Publication Fee, Permanent Read Fee.</p> <table border="1"> <thead> <tr> <th rowspan="2"></th> <th colspan="3">SUBSCRIPTION YEAR TOTAL (GBP)</th> </tr> <tr> <th>2021:</th> <th>2022:</th> <th>2023:</th> </tr> </thead> <tbody> <tr> <td><b>Publication Fee:</b> (publish fee for the BMJ Standard Collection journal titles)</td> <td>REDACTED</td> <td>REDACTED</td> <td>REDACTED</td> </tr> <tr> <td><b>Permanent Read Fee:</b> (read fee for the BMJ Standard Collection journal titles)</td> <td>REDACTED</td> <td>REDACTED</td> <td>REDACTED</td> </tr> <tr> <td><b>Licence Fee:</b> (read only fee for <i>The BMJ</i>)</td> <td>REDACTED</td> <td>REDACTED</td> <td>REDACTED</td> </tr> <tr> <td align="right"><b>Total Fee:</b></td> <td>REDACTED</td> <td>REDACTED</td> <td>REDACTED</td> </tr> </tbody> </table> <p>(i) BMJ will invoice the Subscriber who shall be responsible for payment of each invoice.  (ii) The Fee is payable in Great British Pounds sterling and shall be exclusive of VAT or other sales tax which, if applicable, shall be added at the prevailing rate at the time.  (iii) Payment terms shall be 30 days after the date of invoice unless otherwise stated on the invoice.  (iv) BMJ shall be entitled to issue an invoice for the Subscription Year 2021 Fee at any point following Subscriber's signature of this Agreement. Thereafter, BMJ shall be entitled to issue invoices for each Subscription Year no earlier than 90 days prior to the commencement of the relevant Subscription Year.  (v) For the avoidance of any doubt where a new Consortia Member is added pursuant to the opt-in right described in Part B(ii), BMJ will increase the Fee applicable to that Subscription Year with retrospective effect to take account of the addition of the relevant new Consortia Member and BMJ shall be immediately entitled to submit an invoice for the balance of the Fee due and payable as a result of that increase;  (vi) For the avoidance of any doubt where an existing Consortia Member is removed pursuant to the opt-out right described in PartB(ii), the Fee payable in respect of the relevant Subscription Year will remain payable without adjustment and the Fee applicable for the subsequent Subscription Year will be adjusted by BMJ proportionally to take account of the removal of the relevant Consortia Member (to be determined by BMJ).</p>		SUBSCRIPTION YEAR TOTAL (GBP)			2021:	2022:	2023:	<b>Publication Fee:</b> (publish fee for the BMJ Standard Collection journal titles)	REDACTED	REDACTED	REDACTED	<b>Permanent Read Fee:</b> (read fee for the BMJ Standard Collection journal titles)	REDACTED	REDACTED	REDACTED	<b>Licence Fee:</b> (read only fee for <i>The BMJ</i> )	REDACTED	REDACTED	REDACTED	<b>Total Fee:</b>	REDACTED	REDACTED	REDACTED
	SUBSCRIPTION YEAR TOTAL (GBP)																							
	2021:	2022:	2023:																					
<b>Publication Fee:</b> (publish fee for the BMJ Standard Collection journal titles)	REDACTED	REDACTED	REDACTED																					
<b>Permanent Read Fee:</b> (read fee for the BMJ Standard Collection journal titles)	REDACTED	REDACTED	REDACTED																					
<b>Licence Fee:</b> (read only fee for <i>The BMJ</i> )	REDACTED	REDACTED	REDACTED																					
<b>Total Fee:</b>	REDACTED	REDACTED	REDACTED																					
<b>APC Fund:</b>	<p>The fund available for the payment of APCs for Eligible Authors in respect of any research article submitted to a BMJ Standard Collection journal shall include:</p> <table border="1"> <thead> <tr> <th rowspan="2"></th> <th colspan="3">SUBSCRIPTION YEAR TOTAL (GBP)</th> </tr> <tr> <th>2021:</th> <th>2022:</th> <th>2023:</th> </tr> </thead> <tbody> <tr> <td>Publication Fee:</td> <td>REDACTED</td> <td>REDACTED</td> <td>REDACTED</td> </tr> <tr> <td align="right"><b>Annual Total:</b></td> <td>REDACTED</td> <td>REDACTED</td> <td>REDACTED</td> </tr> </tbody> </table>		SUBSCRIPTION YEAR TOTAL (GBP)			2021:	2022:	2023:	Publication Fee:	REDACTED	REDACTED	REDACTED	<b>Annual Total:</b>	REDACTED	REDACTED	REDACTED								
	SUBSCRIPTION YEAR TOTAL (GBP)																							
	2021:	2022:	2023:																					
Publication Fee:	REDACTED	REDACTED	REDACTED																					
<b>Annual Total:</b>	REDACTED	REDACTED	REDACTED																					
<b>Licensed Material:</b>	Those BMJ Journals named in Part B																							
<b>Subscriber:</b>	<b>NATIONAL UNIVERSITY OF IRELAND MAYNOOTH, MAYNOOTH UNIVERSITY</b> , acting on behalf of the IReL Initiative, having its registered office at IReL, Maynooth University Library, Co. Kildare, W23 VP22, Ireland.																							
<b>Subscription Commencement Date:</b>	1 January 2021																							

<b>Subscription Site(s):</b>	The addresses set out in Part B.	
<b>Subscription Term:</b>	Three (3) years from the Subscription Commencement Date.	
<b>Consortia Members:</b>	Where the Subscriber is contracting on behalf of a consortia (i.e. an association of two or more organisations who have agreed that the Subscriber named above can represent them), Consortia Members shall mean those Consortia Members named in Part B.	
<b>BMJ signature:</b>	 ..... Name: <b>ALLISON LANG</b> Title: <b>PUBLISHING DIRECTOR</b> for and on behalf of BMJ Publishing Group Limited	28.04.2021 ..... Date
<b>Subscriber signature:</b>	DocuSigned by:  ..FD2AB74F3F4D47F... .. Name: <b>Dr Mike O'Malley</b> Title: Bursar and Secretary for and on behalf of the Subscriber	29/4/2021 ..... Date

## PART B: LICENSED MATERIAL AND CONSORTIA MEMBERS

### PART B(i) LICENSED MATERIAL

Licensed Material includes the following BMJ publication title in ONLINE FORMAT ONLY:

*The BMJ*

and the following "BMJ Standard Collection" journal titles in ONLINE FORMAT ONLY:

JOURNAL TITLE	Applicable Creative Commons licence for OA publication	
	CC-BY 4.0*	CC-BY-NC 4.0*
<i>Annals of the Rheumatic Diseases</i>		X
<i>Archives of Disease in Childhood</i>		X
<i>ADC: Education &amp; Practice</i>		X
<i>ADC: Fetal &amp; Neonatal</i>		X
<i>BMJ Evidence-Based Medicine</i>	X	
<i>BMJ Quality &amp; Safety</i>	X	
<i>British Journal of Ophthalmology</i>		X
<i>British Journal of Sports Medicine</i>	X	
<i>Emergency Medicine Journal</i>	X	

<i>Evidence-Based Mental Health</i>	X	
<i>Evidence-Based Nursing</i>	X	
<i>Gut</i>		X
<i>Frontline Gastroenterology</i>		X
<i>Heart</i>		X
<i>Injury Prevention</i>	X	
<i>Journal of Epidemiology &amp; Community Health</i>	X	
<i>Journal of Medical Ethics</i>	X	
<i>Journal of Clinical Pathology</i>	X	
<i>Journal of Medical Genetics</i>		X
<i>Journal of NeuroInterventional Surgery</i>		X
<i>Journal of Neurology Neurosurgery &amp; Psychiatry</i>		X
<i>Medical Humanities</i>	X	
<i>Practical Neurology</i>		X
<i>Occupational and Environmental Medicine</i>	X	
<i>Postgraduate Medical Journal</i>	X	
<i>Sexually Transmitted Infections</i>	X	
<i>Thorax</i>		X
<i>Tobacco Control</i>	X	

\*includes any subsequent versions of this licence as determined by BMJ

#### **PART B(ii) SUBSCRIPTION SITES AND CONSORTIA MEMBERS**

As at the date of this Agreement, the Consortia Members shall include the member institutions listed in the table below provided that the number of Consortia Members may be altered by the Subscriber pursuant to the opt-out and/or opt-in rights specified in this Part B(ii).

<b>Name of Consortia Member:</b>	<b>Locations:</b>	<b>IP address (if applicable)</b>
Dublin City University	Dublin City University, John & Aileen O'Reilly, DCU Campus, Collins Avenue Extension, Dublin, D09 V209, Ireland	136.206.0.0 - 136.206.53.255 136.206.55.0 - 136.206.161.255 136.206.163.0 - 136.206.163.255 136.206.165.0 - 136.206.170.255 136.206.174.0 - 136.203.174.255

		136.206.177.0 - 136.206.177.255 136.206.180.0 - 136.206.184.255 136.206.186.0 - 136.206.222.255 136.206.224.0 - 136.206.225.255 136.206.228.0 - 136.206.255.255 193.1(192-192).0.127) EZ Proxy: 154.59.124.118 Research Office Cloud based API: 54.195.242.207
National University of Ireland, Galway	National University of Ireland, University Road, Galway, Ireland	140.203*.* 193.1.218.160 - 191 87.44.3.0 - 15 EZ proxy: 140.203.12.3-7
National University of Ireland, Maynooth	Maynooth University Library, Maynooth University, National University of Ireland Maynooth, Maynooth, Co. Kildare, W23 VP22, Ireland	149.157.0.0 - 149.157.255.255 EZ Proxy: 149.157.1.168
Royal College of Surgeons in Ireland	Royal College of Surgeons in Ireland, 123 St Stephen's Green, Dublin 2, Ireland	193.1.229.* 193.1.254*
University College Cork (UCC)	University College Cork, Western Road, Cork, T12 ND89, Ireland	143.237.0.0 - 143.237.255.255 EZ Proxy: 154.29.124.137
University College Dublin (UCD)	University College Dublin, Belfield, Dublin 4, Ireland	137.43.0.0 - 137.43.255.255 (otherwise 137.43/16) 193.1.128.0 - 193.1.159.255 (otherwise 193.1.128.0/19) 193.1.160.0 - 193.1.175.255 (otherwise 193.1.160.0/20) EZ Proxy Server address: 154.59.124.94
Trinity College Dublin (TCD)	Trinity College Dublin, The University of Dublin, College Green, Dublin 2, Ireland	134.266.0.0 - 134.226.255.255
University of Limerick	Glucksman Library, University of Limerick, Plassey Park Rd., Castletroy, Co. Limerick, V94 T9PX, Ireland.	193.1.98.0 - 193.1.98.255 193.1.100.0 - 193.1.100.255 193.1.104.1 - 193.1.104.10 193.1.104.14 193.1.100.108 (proxy) 193.1.218.146
Technological University Dublin	TU Dublin, Park House Grangegorman, 191 North Circular Road, D07 EWW4, Ireland	147.252.*.* 147.252.0.0 - 147.25.255.255 EZ Proxy: 154.59.124.211 193.1.39.1 EZ Proxy: 34.241.111.167 193.1.120.0/24 (193.1.120.*) 193.1.121.0/24 (193.1.121.*) 193.1.122.0/24 (193.1.122.*) 193.1.123.0/24 (193.1.123.*)

193.1.124.0/24 (193.1.124.\*)  
 193.1.125.0/24 (193.1.125.\*)  
 193.1.126.0/24 (193.1.126.\*)  
 193.1.127.0/24 (193.1.127.\*)  
 193.1.24.0/24 (193.1.24.\*)  
 193.1.25.0/24 (193.1.25.\*)  
 193.1.26.0/24 (193.1.26.\*)  
 EZ Proxy: 52.213.146.50  
 ezproxy.it-tallaght.ie  
 51.140.1.73 - Off campus  
 (Keylinks)  
 34.250.136.192 - Off campus  
 (CORAL)

**Opt-Out right:** Subscriber (acting as agent on behalf of the Consortia Members) may terminate this Agreement without cause by notifying BMJ, 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.

For the avoidance of any doubt where a Consortia Member is removed from this Agreement, their removal will take effect immediately from the expiry of the relevant notice, but the Fee payable in respect of the relevant Subscription Year will remain payable without adjustment. The Fee payable in respect of any subsequent Subscription Year will be payable in accordance with Schedule 1 Part 1.

**Opt-In right:** Subject to the terms of this Agreement, Subscriber may request the addition of a new Consortia Member to this Agreement at any time, provided always that any such proposed new Consortia Member shall be a university, educational institution, research organisation or other similar organisation, in the Republic of Ireland.

Such addition will take effect as an addendum to this Agreement which must be signed by both the Parties confirming the additional Fee payable in respect of that new Consortia Member's access to the Licensed Materials and the commencement date on which that new Consortia Member may access the Licensed Materials.

### PART C: LICENCE TERMS

1. **Definitions** In addition to the terms defined in Part A, the following defined terms are used in this Agreement:
  - Agreement:** this document including any schedules and any properly executed variations or addenda.
  - Authentication Method:** the means of user authentication determined by BMJ and through which access to Licensed Material is permitted which may include IP address authentication, access token, and user registration.
  - Authorised Users:** employees, independent contractors and/or students of the Subscriber (or where the Subscriber is contracting on behalf of a consortia, of each Consortia Member) who are authorised by the Subscriber to have access to the Licensed Material from a Subscription Site. Authorised Users includes Walk-In Users.
  - DP Laws:** the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, the Privacy and Electronic Communications Regulations 2003 and all other applicable laws (each as amended or replaced from time to time) and the terms **process**, **data subject** and **personal data** shall have the meanings as defined in the DP Laws.
  - Parties:** BMJ and the Subscriber. **Party** shall mean either of them.
  - Standard Contractual Clauses:** the European Commission's standard contractual clauses pursuant to the Commission Decision of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC of the European Parliament and of the Council (controller-processor clauses) or as may be approved, updated, modified or replaced from time to time by the European Commission.
  - Subscription Year:** each 12-month period of the Subscription Term.
  - Walk-In User:** a visitor to a Subscription Site who is permitted to access the Subscriber's (or where applicable a Consortia Member's) information services as a result of their physical location within that Subscription Site
  - Website:** the BMJ controlled website(s) and/or mobile applications upon which the Licensed Material is displayed.
  - Website Terms:** the terms and conditions and privacy notices which govern the use of that Website.
2. **Interpretation** Any words following the terms **including, such as, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms. Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.
3. **Licence** In consideration of receipt of the Fee, BMJ grants the Subscriber:
  - 3.1. a non-exclusive, non-transferable licence for the Subscription Term to access, and permit Authorised Users to access, the Licensed Material on the Website (provided that such access shall be either: (i) from the Subscription Sites via valid IP

address authentication; or (ii) remotely where Authorised Users have been issued with the necessary authentication to access the Licensed Materials provided that Walk-In Users shall not be permitted to access Licensed Material remotely); and

3.2. the right to utilise the APC Fund subject to the terms and conditions set out in Part D (Publication Terms) of this Agreement.

#### 4. **Intellectual Property**

4.1. Subject to clause 4.2 (and excepting any withdrawn item(s) pursuant clause 4.2), BMJ warrants that it holds all the intellectual property rights in the Licensed Material and that use of this material by Authorised Users in accordance with both the terms and conditions of this Agreement and any applicable Creative Commons licence will not infringe the intellectual property rights of any third party. BMJ shall indemnify the Subscriber against all liabilities, costs expenses, damages and losses suffered or incurred by the Subscriber arising out of or in connection with the warranty provided pursuant to this clause 4.1 provided that the indemnity shall be conditional upon the Subscriber (and each Consortia Member as relevant): (a) giving written notice to BMJ (specifying the nature of the claim in reasonable detail) as soon as reasonably practicable upon becoming aware of the same; (b) not making any admission of liability, agreement or compromise in relation to the claim without the prior written consent of BMJ; and (c) giving BMJ and its professional advisers all reasonable assistance in relation to the claim.

4.2. BMJ reserves the right to withdraw from the Licensed Material, any item or part of an item for any reason including where it no longer retains the right to publish, or where it has reasonable grounds to believe the content is unlawful, infringing, false, harmful, or defamatory.

4.3. The Subscriber shall not have any claim of ownership of any intellectual property rights in the Licensed Material by reason of the licence granted above or use by its Authorised Users of the Licensed Material.

5. **Perpetual Rights** Where Licensed Material includes BMJ journals content (but excluding Case Reports), BMJ grants to the Subscriber, a non-exclusive, royalty-free licence to permit Authorised Users to access *in perpetuity* those BMJ journal articles included in the Licensed Material which are published during the Subscription Term. The means by which the Subscriber shall have such perpetual access shall be in a manner determined by BMJ but shall be in electronic form. Where any Licensed Material for which perpetual access is granted is sold or where BMJ no longer retains the rights to such material, BMJ shall use its reasonable efforts to ensure that the purchaser or subsequent holder of the rights (as the case may be) will provide ongoing access to the affected articles. Perpetual rights shall not extend to any Licensed Material that is not a BMJ journal or any portion of journal material that has been expunged from the archive, removed pursuant to clause 4 above, damaged or sold. Should any back issues (or archival content) of any journal be accessible to Authorised Users during the Term, these shall not be part of the Subscriber's perpetual access rights.

#### 6. **Terms of Use**

6.1. *Website terms and conditions.* Access to the Licensed Material by Authorised Users is subject to their compliance with the Website Terms. If an Authorised User fails to abide by the Website Terms, BMJ reserves the right to suspend or terminate such Authorised User's access immediately without liability.

6.2. *Third party materials.* Where Licensed Material includes content published by a third party, the Subscriber acknowledges that Authorised Users shall be subject to that third party's terms and conditions in relation to access and use of the third party material.

6.3. *Accessibility.* The Subscriber may transcribe any portion of the Licensed Material into braille or enlarged type for Authorised Users who are visually impaired.

6.4. *Personal use.* Each Authorised User is permitted to download and use the Licensed Material only for that Authorised User's individual use in accordance with this Agreement.

6.5. *Interlibrary loan and course packs.* Where the Subscriber is an academic institution its Authorised Users may:

6.5.1. deliver single articles from BMJ Journals to fulfil requests from academic or other non-commercial libraries located in the Subscriber's country as part of Interlibrary Loan; and

6.5.2. may incorporate a limited number of BMJ journal articles or abstracts from the Licensed Material in electronic course packs or other educational materials solely for the benefit of those Authorised Users. Each such use must carry acknowledgement of the source, title, author and publisher.

6.6. *Open Access Materials.* Where Licensed Material includes journal articles stated to be "Open Access", Authorised Users may reuse such articles subject to the terms of the Creative Commons Attribution licence referred to in the article.

6.7. *Prohibited use.* Use of the Licensed Material for commercial purposes is prohibited under this Agreement. Commercial purposes include:

6.7.1. copying or downloading any of the Licensed Material or linking to the Licensed Material for further redistribution, sale or licensing, for a fee;

6.7.2. including any of the Licensed Material in other work that is then made available for sale or licensing for a fee;

6.7.3. copying, downloading or posting any Licensed Material on a site or service that incorporates advertising with such content;

6.7.4. using the Licensed Material for promotional or advertising purposes, whether direct or indirect, whether for a fee or otherwise e.g. distribution by or on behalf of pharmaceutical organisations; or

6.7.5. using the Licensed Material for the purposes of monetary gain by means of sale, resale, license, loan, hire, transfer or any other form of commercial exploitation.



- 6.8. In addition to the above, the Subscriber and Authorised Users **must not**:
- 6.8.1. create derivative works of the Licensed Material (or make any translation);
  - 6.8.2. remove, obscure, or change an author's name or affiliation, BMJ's or its licensor's copyright notices, policies, disclaimers, terms or other means of identification;
  - 6.8.3. systematically download or print any part of the Licensed Material;
  - 6.8.4. knowingly permit anyone other than Authorised Users to access or use the Licensed Material;
  - 6.8.5. include, mount or distribute any of the Licensed Material in other works (other than legally permitted quotations with an appropriate citation);
  - 6.8.6. use any web crawler or similar technology to index the Licensed Material; or
  - 6.8.7. provide or make available by electronic means to any third party who is not an Authorised User paper or electronic copies of any part of the Licensed Material.
7. **Subscriber's obligations**
- 7.1. The Subscriber agrees to:
    - 7.1.1. use its best endeavours to procure that Authorised Users are notified of, and comply with the Website Terms and any disclaimers which appear on a Website;
    - 7.1.2. undertake and maintain all reasonable security measures, necessary authentication and verification processes to ensure that only Authorised Users can access the Licensed Material and shall terminate any unauthorised access of which it becomes aware;
    - 7.1.3. provide BMJ with the information BMJ reasonably requires to set up access via the Authentication Method (including, where applicable, internet protocol addresses). **BMJ is not obliged to provide access to the Licensed Material unless and until it is in receipt of such information; and**
    - 7.1.4. pay the Fee in the Currency in accordance with the payment terms set out in this Agreement.
  - 7.2. If it becomes aware of any intellectual property infringement or unauthorised access to the Licensed Material, the Subscriber shall notify BMJ immediately and cooperate fully with BMJ in its investigation of such infringement or unauthorised access. If the specific abuser(s) cannot be identified or stopped, BMJ has the right to withhold, suspend, or terminate access to all or any portion of the Licensed Material, without liability.
8. **Subscriber's Liability** Where the Subscriber is contracting on behalf of a consortia, it warrants that it has the express written consent of all Consortia Members to enter into this Agreement and sign it on their behalf.
9. **Print materials** Where included in the Licensed Materials, print versions of BMJ journals will be delivered to the address(es) specified in Part A or as otherwise agreed in writing. The costs of delivery are included in the Fee. Unless otherwise agreed in writing, BMJ will deliver all issues printed during the Subscription Term starting with the issue current on the Commencement Date. BMJ will make every effort to deliver the print versions of BMJ journals within 30 days of each publication, but cannot be held responsible for postal or customs delays. Any claims for non-delivery must be notified in writing to Customer Services or by email to [support@bmi.com](mailto:support@bmi.com) as soon as possible and any claim notified later than three months after the publication date of the relevant issue will not be upheld where BMJ has evidence that the Licensed Materials were despatched.
10. **Fee and payment**
- 10.1. The Fee is due and payable by Subscriber (or its authorised representative) in the Currency in accordance with the payment terms stated in Part A above. If no such terms are stated, the payment terms included on each BMJ invoice shall apply. In the event the payment terms on an invoice contradict those stated in Part A, the terms stated on the invoice shall prevail. The Fee (including any instalment thereof) shall be exclusive of VAT or other sales tax which, if applicable, shall be added at the prevailing rate at the time. Where the Licensed Material includes a print publication for delivery overseas, the Subscriber may be subject to import duties and taxes, which are levied once the package reaches the specified destination. Any additional charges for customs clearance must be borne by the Subscriber. BMJ has no control over these charges and cannot predict what they may be.
  - 10.2. Submission of an order by the Subscriber for the subscription referred to in this Agreement may be taken on BMJ's behalf by a third party agent authorised by BMJ. Where applicable, payment of the Fee may also be made to such BMJ agents. Subscriber is responsible for ensuring any third party authorised to make payments on its behalf shall promptly pay BMJ (or BMJ's authorised agent) the full amounts due under this Agreement.
11. **Technical access** BMJ will not have any liability should a Website become unavailable or access to a Website become slow or incomplete due to system back-up procedures, internet traffic volume, upgrades, overload of server requests, network failures or delays, or any other cause which may from time to time make a Website slow, incomplete or inaccessible to Authorised Users.
12. **Termination**
- 12.1. Subject to clause 12.5, and unless otherwise terminated in accordance with this termination clause, access to the Licensed Material under this Agreement shall be provided for the Subscription Term. Termination or expiration of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry. Either Party may terminate this Agreement if the other Party becomes insolvent, subject to receivership, liquidation or similar external administration.
  - 12.2. BMJ may terminate this Agreement where an act or omission by the Subscriber or an Authorised User gives rise to a material or persistent breach of any term of this Agreement or any term of the Website Terms which (if capable of remedy) the

Subscriber fails to remedy within 30 days of notification in writing from BMJ; or if the Subscriber defaults on making payment of the Fee or any applicable renewal fee.

- 12.3. Unless BMJ terminates this Agreement for the Subscriber's breach, upon termination or expiry of this Agreement:
- 12.3.1. access by Authorised Users to the Licensed Material (and the right to receive print copies if applicable) shall cease except for any perpetual access granted under this Agreement; and
- 12.3.2. any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiration of this Agreement shall remain in full force and effect.
- Where BMJ terminates this Agreement for the Subscriber's breach, any perpetual access rights shall terminate and access to all Licensed Material by Authorised Users shall cease.
- 12.4. The Subscriber may terminate this Agreement where BMJ commits a material or persistent breach of any term of this Agreement and fails to remedy such breach (if capable of remedy) within 30 days of notification in writing from the Subscriber.
- 12.5. Where the Subscription Term persists for longer than 12 months, BMJ shall have the right to terminate this Agreement at the end of each Year of the Subscription Term upon giving not less than 90 days' prior notice to the Subscriber.
13. **Warranty and liability**
- 13.1. BMJ may provide Authorised Users with links to third-party websites. Where such links exist, BMJ excludes all liability for the content of such websites. The Licensed Material is provided on an "as is" basis without any warranties including any as to accuracy, completeness, merchantability, quality of metadata, fitness for purpose or otherwise. Any statements made to the contrary are void.
- 13.2. To the fullest extent permitted by law, BMJ and its licensors expressly exclude any representations, conditions, warranties and other terms which are implied by statute, common law or otherwise.
- 13.3. Licensed Material is not intended to act as a substitute for the professional judgement of a health professional. Use of the Licensed Material is at an Authorised User's own risk.
- 13.4. The Subscriber shall indemnify BMJ and its licensors against any claims, costs, expenses, proceeding, awards and demands made against the BMJ or its licensors by Authorised Users using the Licensed Material under, or as a result of, the rights granted to the Subscriber in this Agreement.
- 13.5. To the fullest extent permitted by law and other than expressly provided for herein, in no circumstances shall:
- 13.5.1. BMJ be liable to the Subscriber, to an Authorised User, or to any party; and/or
- 13.5.2. Subscriber be liable to BMJ, or to any party
- for any indirect, incidental or consequential losses or expenses arising out of this Agreement or an inability to access the Licensed Material.
- 13.6. Nothing in this Agreement seeks to exclude liability for death or personal injury caused by BMJ's negligence or fraudulent misstatement. Except for liability for any Intellectual Property infringement claims, if a Party has any liability under this Agreement, that Party's aggregate liability shall not exceed the Fee applicable for access to the Licensed Material during the 12-month period preceding any claim or notice of damages.
14. **Usage statistics and data protection**
- 14.1. Anonymised and aggregated usage statistics covering the online usage of all content included in the Licensed Material shall be provided to the Subscriber. Where journals are included in Licensed Material, such usage statistics will adhere to the specifications of the COUNTER Code of Practice, including data elements collected and their definitions, data processing guidelines, usage report content, format, frequency and delivery method.
- 14.2. In accordance with the terms of BMJ's privacy notice (<https://www.bmj.com/company/your-privacy/>), BMJ will make available to the Subscriber personal data pertaining to individual Authorised Users and their usage of the Licensed Materials. Where BMJ makes personal data available to the Subscriber pursuant to this clause 14.2 and the Subscriber is established outside the United Kingdom, any transfer or other availability of personal data made pursuant to this clause 14 shall be deemed to be conducted in accordance with the Standard Contractual Clauses which shall take priority over any other agreement between the Parties. The additional information required by the appendices of the Standard Contractual Clauses is provided in Part E of this Agreement.
- 14.3. The Subscriber undertakes to use the personal data received from BMJ pursuant to clause 14.2 above strictly for the purposes of assessing the usage of the Licensed Materials, recognising and managing continuing professional development, providing accreditation and/or to provide learning support or learning management to its Authorised Users only, and the Subscriber shall not use the personal data in a manner that could unfairly override the interests or fundamental rights and freedoms of the data subjects.
- 14.4. Before receiving any personal data from BMJ pursuant to clause 14.2, the Subscriber shall inform its Authorised Users that their personal data shall be collected by BMJ and shared with the Subscriber and shall provide its Authorised Users with the following information:
- 14.4.1. how the Subscriber shall process the personal data and its purpose(s) for doing so;
- 14.4.2. the identities of any third parties with whom the Subscriber may share the personal data; and
- 14.4.3. any other information required to be provided to the data subject(s) pursuant to Part F and applicable law.
- 14.5. Each of BMJ and the Subscriber shall comply fully with all applicable laws relating to data protection and with regard to the collection, processing and use of any personal information about Authorised Users which either Party may obtain by reason of this Agreement and the Subscriber shall provide its full assistance to BMJ to enable BMJ to comply with its obligations



- pursuant to this clause 14.5.
- 14.6. The provisions of this Clause 14 will survive termination or expiry of this Agreement and shall remain in full force and effect so long as the Subscriber directly or indirectly processes any transferred personal data.
15. **Fraud, bribery and corruption** The Subscriber shall notify BMJ immediately if it becomes aware of, or has grounds for suspecting, any fraud or any action, including giving or receiving any financial or other advantage, that may be construed as a bribe under applicable law (**Malpractice**), relating to this Agreement or to the use of the Licensed Material. Without prejudice to any other remedy it may have, if BMJ has grounds for believing that the Subscriber or any of the Authorised Users has committed a fraud or Malpractice relating to this Agreement or the Licensed Material, BMJ may, in its absolute discretion suspend access to the Licensed Material until it has fully investigated and determined whether or not there has been any fraud or Malpractice.
16. **General**
- 16.1. Neither Party shall be liable for failure, default or delay in performing its obligations under this Agreement, caused by a force majeure event such as any act of God, war or threatened war, act or threatened act of terrorism, riot, strike, lockout, fire, flood, drought, tempest or other event beyond the reasonable control of either Party.
- 16.2. BMJ may assign or transfer any of its rights and obligations under this Agreement by giving written notice to the Subscriber. The Subscriber may not assign its rights or transfer its obligations without the prior written consent of BMJ.
- 16.3. Variations to this Agreement are only valid if recorded in writing and signed by both Parties.
- 16.4. If any provision of this Agreement is held to be invalid, the remainder of the provisions shall continue in full force and effect.
- 16.5. No third party shall be entitled to enforce the terms of this Agreement and the Parties hereby exclude any such rights for any third party enforcement.
- 16.6. No delay or failure by either Party to exercise any of its powers, rights or remedies under this Agreement will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any further exercise of them. Any waiver, to be effective, must be in writing and signed by a duly authorised representative of each Party.
- 16.7. Any notice under this Agreement must be in writing and may be delivered or sent by first class post or email to the offices of the relevant Party set out in Part A (or as otherwise notified from time to time) and such notice shall be deemed to have been received upon successful transmission of email (subject to proof) or 7 (seven) days from the date of posting.
- 16.8. Where this Agreement is bilingual, the English language version shall prevail.
- 16.9. To the fullest extent permitted by law, this Agreement constitutes the entire agreement between BMJ and the Subscriber with respect to the Licensed Material and supersedes any prior terms you may have seen or agreed.
17. **Governing law and jurisdiction**
- 17.1. Unless the Subscriber is established in the United States of America or China (see below), this Agreement shall be governed and construed in accordance with the laws of England and Wales. All claims, disputes and actions, relating to access to and use of the Licensed Material shall be determined exclusively by the English courts.
- 17.2. Where the Subscriber is established in the USA, this Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of New York (without giving effect to the principles of conflicts of laws thereof), unless the Subscriber is prevented by law from entering into any contract or agreement that is not governed by the laws of the State in which it is resident, in which case this Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State in which the Subscriber is resident. If Subscriber is required by law to be subject to the jurisdiction of its resident State, the Parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent as to the foregoing to the exclusive jurisdiction of, any state or federal court having competent jurisdiction in the State Capital of the Subscriber's home State. If Subscriber is not required by law to be subject to the jurisdiction of its home State, then the Parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, any state or federal court having competent jurisdiction in New York, New York.
- 17.3. Where the Subscriber is established in China, this Agreement shall be governed and construed in accordance with the laws of the People's Republic of China. Any dispute arising from or in connection with this Agreement shall be submitted to the China International Economic and Trade Arbitration Commission (CIETAC) for arbitration which shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both Parties.

#### PART D: PUBLICATION TERMS

The following terms are applicable to Eligible Authors who wish to publish research in one of BMJ's journal titles included in the BMJ Standard Collection, under this Agreement:

1. **Definitions** In addition to the terms defined in Parts A and B, the following defined terms are used in this Part D:
- APC(s):** the article processing charge that BMJ charges authors (or which BMJ charges an institution on behalf of an author) for the publication of Open Access Articles in any of the BMJ Standard Collection journals.
- BMJ Standard Collection:** the collection of *BMJ Standard Collection* journal titles described in Part B(i) of this Agreement (which for the avoidance of any doubt, excludes the BMJ publication title *The BMJ*).
- Eligible Article(s):** has the meaning given in clause 2.1 of this Part D.

**Eligible Authors:** Authors who are affiliated with Subscriber (including any Consortia Member), where **affiliated** means current students enrolled at the Subscriber (including any Consortia Member) or current staff employed by the Subscriber (including any Consortia Member) at the time of article acceptance. In case of articles published by multiple authors only the corresponding author may qualify as an Eligible Author.

**Open Access Article(s):** An Eligible Article which is published in a BMJ Standard Collection journal which is published under a Creative Commons licence pursuant to clause 3 of this Part D.

**Permanent Read Fee:** The part of the annual fee payable under this Agreement by Subscriber as set out in Part A which permits access to the non open access content in the BMJ Standard Collection journals.

**Publication Fee:** The part of the annual fee payable under this Agreement by Subscriber as set out in Part A which enables Eligible Authors to publish research as Open Access Articles in any BMJ Standard Collection journal under this Agreement by way of the APC Fund.

## 2. **APC Fund**

- 2.1. Articles eligible for publication under this Agreement utilising the APC Fund shall include any original articles reporting on primary research (as determined by BMJ in its sole discretion).
- 2.2. Eligible Authors may submit their original research to any journal title listed in the BMJ Standard Collection, in accordance with the terms for submission applicable to that journal set out on the relevant BMJ journal home page.
- 2.3. If an Eligible Article by an Eligible Author is accepted for publication in any BMJ Standard Collection title during the Subscription Term, that Eligible Article may be published as an Open Access Article without the Eligible Author having to pay the associated APC, upon approval by Consortia Member. Instead, the amount of the APC that would otherwise have been payable for that title will be deducted (at the applicable journal's rate) from the APC Fund as appropriate.
- 2.4. The Subscriber and each Consortia Member acknowledge and agree that all Consortia Members will use the same APC Fund and that Consortia Member's APCs shall be deducted from the APC Fund on a "first come, first served basis" in the order of the date that BMJ deducts the relevant APC rate from the APC Fund following acceptance of an Eligible Article and upon approval by Consortia Member. Each Consortia Member acknowledges that the APC Fund may be exhausted before some Consortia Members have had a chance to have any of their research published under the Agreement.
- 2.5. The number of Eligible Articles that can be accepted for publication under this Agreement during each Subscription Year will be limited by the value of the APC Fund in that relevant Subscription Year. If the aggregate value of APCs to be deducted exceeds the total value of the APC Fund at any point during the Subscription Term, BMJ shall charge to the relevant Eligible Author (individually) APCs on any Eligible Articles by Eligible Authors accepted for publication after the date that the maximum value of the APC Fund has been reached (provided that, if the Subscriber or any Consortia Member would prefer to be invoiced at an institutional level, they may request BMJ's approval to add additional funds to the either the APC Fund (collectively) or their individual institutional OA account, and BMJ shall charge the relevant APC to the relevant APC Fund or institutional OA account as appropriate).
- 2.6. No reimbursements or refunds shall be due if the total number of aggregate APCs deducted during the Subscription Term is lower than the value of the APC Fund. At the end of each Subscription Year the balance of the APC Fund will be reset. For the avoidance of any doubt, the balance of the APC Fund remaining at the end of each Subscription Year (if any) will be lost and will not be carried-over into any subsequent Subscription Year(s).

## 3. **Open Access Publishing**

- 3.1. Eligible Authors retain copyright to their Eligible Article and grant BMJ the non-exclusive right to publish their Eligible Article immediately subject to this clause 3.
- 3.2. Subject to clauses 3.3 and 3.4 of this Part D, BMJ shall publish, and Eligible Authors may use the copyright to their Open Access Article under the terms of the following Creative Commons licenses specified in respect of the relevant BMJ journal title under which the Eligible Article shall be published as indicated in Part B(ii) of this Agreement.
- 3.3. Where research on which an Open Access Article is based is funded by a funder that mandates the use of CC-BY licence, or BMJ has expressly agreed that the CC-BY licence shall apply, the that Eligible Author's published manuscript may be re-used under the terms of the Creative Commons Attribution 4.0 International Licence (CC BY 4.0) or any subsequent versions of this licence as determined by BMJ.
- 3.4. Third-party content included in a publication, for example, images or graphics, should be clearly labelled by the author and are not affected by these requirements. The Creative Commons license will also apply to the data accompanying the Open Access Article. Nothing in this Agreement shall be taken to restrict, limit or curtail any provisions of the relevant Creative Commons license used for Open Access Articles.

## 4. **Identification of authors and workflow**

- 4.1. BMJ will identify approved Open Access Articles that have been submitted by Eligible Authors and will indicate the availability of this Agreement to Eligible Authors via this page of the BMJ website (<https://authors.bmj.com/open-access/institutional-programme/>), where Eligible Authors will find information on each Consortia Member's entitlement as part of this Agreement.
- 4.2. Eligible Authors may opt-out of publishing Open Access Articles and in such cases, BMJ is not required to seek the approval of the Subscriber.
- 4.3. In the event that an Eligible Author is not identified on acceptance (including circumstances where an Eligible Author contacts BMJ's editorial office to request that their affiliation be updated after submission), and their article is discovered not to have been published as Open Access Articles, subject to availability under the APC Fund, BMJ will contact any affected

Eligible Author and offer them the opportunity to convert to an Open Access Article free of APC. If the affected Eligible Author opts to convert their article into an Open Access Article then BMJ will deduct the amount of the APC for that title (at the applicable journal's rate) from the APC Fund.

- 4.4. In the event that an Eligible Author is not identified on acceptance and their article is discovered to have been published as an Open Access Article and that an APC was paid, subject to availability under the APC Fund, BMJ will contact the Eligible Author and offer to refund the APC. Where an APC is refunded pursuant to this clause 4.4, BMJ shall deduct the amount of the APC for that title (at the applicable journal's rate) from the APC Fund.
- 4.5. An Eligible Author shall be identified through their applicable Consortia Member's Ringgold identifier. Subscriber shall procure that each Consortia Member provides to BMJ the necessary billing and user account details, lists of valid Ringgold identifiers and email domains, for the purpose of setting up their Consortia Member's profile within the CCC Open Access Agreement Manager tool. BMJ shall have no liability to Subscriber, any Consortia Member, or any Eligible Author, to reimburse any APC paid in error by an Eligible Author if the Consortia Member to whom the Eligible Author is affiliated has failed to provide the necessary details to BMJ in accordance with this clause.
- 4.6. Provided that each Consortia Member has provided BMJ with the information detailed in clause 4.5 of this Part D, each Consortia Member may at any time access a report detailing the Open Access Articles published under this Agreement by Eligible Authors via the CCC Open Access Agreement Manager tool.
- 4.7. The Parties agree to collaborate to enhance the workflow from submission to publication described herein, as well as invoicing and reporting processes. Any workflow revisions shall tend to meet all relevant parts of the "ESAC Workflow Recommendations for Transformative Agreements" available at <https://esac-initiative.org/about/oa-workflows/>.
5. **Annual Account performance reports**
- 5.1. Subscriber may at any time access (on a self-serve basis via the CCC Open Access Agreement Manager tool) a report of the total number of Open Access Articles and non Open Access Articles published in conformity with this Agreement. This report shall be generated in machine readable form in a structured format as comma separated value file format (csv) and shall include the following details:
- 5.1.1. bibliographic metadata (Journal title, journal abbreviation, journal ISSN, volume, issue, pages, article title, authors' names, Creative Commons licence type) or DOI;
- 5.1.2. Eligible Author name, incl. ORCID;
- 5.1.3. Consortia Member name;
- 5.1.4. acceptance date; and
- 5.1.5. publication date.
- Institutional reports can be accessed via CCC's Open Access Agreement Manager to monitor funded article output. Exported data requests can be sent to [openaccess@bmj.com](mailto:openaccess@bmj.com).
- 5.2. The report described in clause 5.1 of this Part D shall cover any time span within the duration of this Agreement. BMJ will also deliver article metadata including license information to CrossRef and other relevant third parties.
- 5.3. During the first Subscription Year, the Parties shall evaluate the use of the APC Fund and publication volumes on a quarterly basis in scheduled meetings to be held at a mutually agreeable date and time. For successive years of the Term the frequency of these meetings will be reduced to a bi-annual basis (such meetings to be held at a mutually agreeable date and time) and BMJ shall provide the Subscriber with a quarterly report (such report to include the information specified in clauses 5.1.1 to 5.1.5 inclusive and any other information deemed reasonably appropriate by BMJ).

## PART E - ADDITIONAL INFORMATION REQUIRED BY THE STANDARD CONTRACTUAL CLAUSES

For the purposes of Clauses 9 (Governing law) and Clause 11(3) (Sub-processing) of the Standard Contractual Clauses, the governing law shall be the law of England and Wales. The following information shall be deemed inserted into the appendices to the Standard Contractual Clauses:

<b>Appendix 1 to the Standard Contractual Clauses</b>	
This Appendix forms part of the Clauses and must be completed by the parties. The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.	
<b>Data Exporter:</b> <i>The data exporter is (please specify briefly your activities relevant to the transfer):</i>	BMJ Publishing Group Limited, company number 03102371, registered office at BMA House, Tavistock Square, London WC1H 9JR, United Kingdom, registered with the Information Commissioner's Office in the UK under registration number Z7607533, who may make available and/or transfer the personal data to the Data Importer in connection with the Processing Operations described below.
<b>Data Importer:</b> <i>The data importer is (please specify briefly your activities relevant to the transfer):</i>	The Subscriber described in Part A of the Agreement to which this Appendices is annexed, who may receive and/or access the personal data in connection with the Processing Operations described below.
<b>Data Subjects:</b>	The Authorised Users (as defined in Part C of the Agreement to which this Appendices

<p><i>The personal data transferred concerns the following categories of data subjects (please specify):</i></p>	<p>is annexed).</p>																	
<p><b>Categories of data:</b> <i>The personal data transferred concern the following categories of data:</i></p>	<p>The personal data may include any of the following categories of personal data:</p> <table border="1" data-bbox="568 302 1476 582"> <thead> <tr> <th data-bbox="568 302 813 336">Identifiers:</th> <th data-bbox="813 302 1476 336">Usage:</th> </tr> </thead> <tbody> <tr> <td data-bbox="568 336 813 369">First name</td> <td data-bbox="813 336 1476 369">Date/time content accessed</td> </tr> <tr> <td data-bbox="568 369 813 403">Surname</td> <td data-bbox="813 369 1476 403">Titles of content accessed</td> </tr> <tr> <td data-bbox="568 403 813 436">Email address</td> <td data-bbox="813 403 1476 436">Titles of content passed</td> </tr> <tr> <td data-bbox="568 436 813 470">Postal address</td> <td data-bbox="813 436 1476 470">Titles of assessed content failed</td> </tr> <tr> <td data-bbox="568 470 813 504">Telephone number</td> <td data-bbox="813 470 1476 504">Date/time of pass/failure</td> </tr> <tr> <td data-bbox="568 504 813 537">IP address</td> <td data-bbox="813 504 1476 537"></td> </tr> <tr> <td data-bbox="568 537 813 582">Log-in credentials</td> <td data-bbox="813 537 1476 582"></td> </tr> </tbody> </table>		Identifiers:	Usage:	First name	Date/time content accessed	Surname	Titles of content accessed	Email address	Titles of content passed	Postal address	Titles of assessed content failed	Telephone number	Date/time of pass/failure	IP address		Log-in credentials	
Identifiers:	Usage:																	
First name	Date/time content accessed																	
Surname	Titles of content accessed																	
Email address	Titles of content passed																	
Postal address	Titles of assessed content failed																	
Telephone number	Date/time of pass/failure																	
IP address																		
Log-in credentials																		
<p><b>Special categories of data (if appropriate):</b></p>	<p><i>The personal data transferred concern the following special categories of data (please specify):</i> None</p>																	
<p><b>Processing Operations:</b> <i>The personal data transferred will be subject to the following basic processing activities (please specify):</i></p>	<p>The transfer, downloading or other access by the Data Importer for the purpose(s) of: (a) assessing usage levels of the Licensed Materials (as defined in Part A of the Agreement to which this Appendices is annexed) by the Data Subjects; and/or (b) providing accreditation in relation to the Licensed Materials; and/or (c) providing learning support to the Data Subjects; and/or (d) continuing professional development.</p>																	
<p><b>Appendix 2 to the Standard Contractual clauses</b> This Appendix forms part of the Clauses.</p>																		
<p><b>Description of the technical and organisational security measures implemented by the Data Importer in accordance with Clauses 4 (d) and 5(c)</b></p>	<p>All applicable technical and organisational security measures as required by applicable law.</p>																	
<p><b>Liability</b></p>	<p>The parties agree that if one party is held liable for a violation of the clauses committed by the other party, the latter will, to the extent to which it is liable, indemnify the first party for any cost, charge, damages, expenses or loss it has incurred. Indemnification is contingent upon: (a) the Data Exporter promptly notifying the Data Importer of a claim; and (b) the Data Importer being given the possibility to cooperate with the Data Exporter in the defence and settlement of the claim.</p>																	