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(g) Severability. If any provision of this Agreement shall be held to be invalid or unenforceable under applicable law, then such provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its unenforceability. Such provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of this Agreement.

(h) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the State of New York, without regard to conflict of laws principles.

(i) Forum for Disputes. The parties agree that any action, proceeding, controversy or claim between them arising out of or relating to this Agreement (collectively, "Action") shall be brought in the United States District Court for the Southern District of New York or, if federal jurisdiction is not available, in the Supreme Court of New York County. Each party hereby submits to the personal jurisdiction of such courts with respect to any Action.

(j) Force Majeure. Any prevention of or delay in either party's performance hereunder due to labor disputes, acts of God, governmental restrictions, enemy or hostile governmental action, fire or other casualty or other causes beyond such party's reasonable control shall excuse such party's performance of its obligations hereunder for a period equal to the duration of any such prevention or delay.

(k) Non-Waiver. The failure of either party to require strict performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

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Signature: _____

Signature: _____

Name: _____

Name: Dr. Mike O'Malley_____

Title: _____

Title: Bursar and Secretary_____

Date: _____

Date: _____

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Technological University Dublin	TU Dublin Grangegorman, Dublin 7, Ireland
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University College Dublin	UCD Library, University College Dublin, Belfield, Dublin 4, Ireland
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TCD	www.tcd.ie	134.226.0.0 - 134.226.255.255	REDACTED
DCU	www.dcu.ie	<p>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 - 136.206.174.255</p>	REDACTED

		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	
Maynooth University	www.maynoothuniversity.ie	149.157.0.0 - 149.157.255.255 EZ Proxy: 149.157.1.168	REDACTED
NUI Galway	www.nuigalway.ie	140.203.*.* 193.1.218.160-191 87.44.3.0-15 EZproxy: 140.203.12.3-7	REDACTED
UCC	www.ucc.ie	143.239.0.0 - 143.239.255.255 EZproxy: 154.59.124.137	REDACTED
UL	www.ul.ie	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	REDACTED
TU Dublin	https://www.tu-dublin.ie/	147.252.*.* 193.1.120.0 - 193.1.120.24 193.1.121.0 - 193.1.121.24 147.252.0.0 - 147.252.255.255 193.1.39.1 193.1.122.0 - 193.1.122.24 193.1.123.0 - 193.1.123.24 193.1.124.0 - 193.1.124.24 193.1.125.0 - 193.1.125.24 193.1.126.0 - 193.1.126.24 193.1.127.0 - 193.1.127.24 193.1.24.0 - 193.1.24.24 193.1.25.0 - 193.1.25.24 193.1.26.0 - 193.1.26.24 Dublin City Campus - off-campus (Ezproxy) 154.59.124.211 Dublin City Campus - off-campus (Sierra LMS) 34.255.58.146 TU Dublin – Blanchardstown Off Campus (LMS) 34.241.111.167 TU Dublin – Tallaght Off Campus (Ezproxy)	REDACTED

		52.213.146.50 TU Dublin – Tallaght Off Campus (Keylinks) 52.140.1.73 TU Dublin – Tallaght Off Campus (CORAL) 34.250.136.192	
HEA	www.heai.ie	193.1.194.226 193.1.200.58	REDACTED
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Provide Remote Access

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8. IEEE will deliver article metadata including open access license information to CrossRef and other relevant third parties starting in late 2021.
9. 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.
10. In addition to regular Account statements, IEEE shall provide annual reports of the total number of articles published in conformity with this Agreement and articles published subscription by Authorized Authors during this contract term. This list shall be provided both in machine readable form in a structured format as comma separated value file format (csv) and in human readable format and shall include the following details:
 - Name of the publisher
 - Bibliographic metadata (Journal title, journal abbreviation, journal ISSN, volume, issue, pages, article title, authors' names) or DOI
 - Name and email address of the corresponding author, including ORCID if available
 - Corresponding author's institution
 - Date of acceptance
 - Funding organisation
11. The annual reports shall include the time span of the last calendar year and shall be delivered in the first quarter of the following year.

**SCHEDULE D (ACADEMIC)
MULTI-YEAR COMMITMENT**

The License Fee(s) listed below reflect payment for the Services provided by IEEE for a period of **two (2) years and 10 months** from the Year 1 Start Date, unless otherwise specified. The License Fee shall total **\$2,622,653 USD**, and is outlined per annual installments in the table below. The License Fee does not include all applicable taxes, custom charges, insurance, shipping, and/or other fees, which are the responsibility of the Licensee.

YEAR	SUBSCRIPTION TERM	Read Fee	Publish Fee	LICENSE FEE
1	March 1, 2021 – February 28, 2022	\$663,505.00	\$218,500.00	\$882,005.00 USD
2	March 1, 2022 – December 31, 2022	\$572,616.00	\$224,825.00	\$797,441.00 USD
3	January 1, 2023 – December 31, 2023	\$711,482.00	\$231,725.00	\$943,207.00 USD

Additional Terms and Conditions:

- This Agreement shall continue in effect for a period of two (2) years and 10 months from the Year 1 Service Date indicated in the table above unless terminated sooner in accordance with Section 5(b) of the Agreement.
- Licensee must submit a purchase order for Year 1. Licensee shall issue purchase orders no later than thirty (30) days prior to the Start Date for each subsequent Renewal Term.
- Payment of the total license fee shall be due in annual installments. IEEE shall invoice Licensee thirty (30) days prior to the beginning of each Start Date and payment of the annual installments shall be due thirty (30) days from the Invoice Date.
- Opt-Out Option: Licensee may terminate this Agreement by providing written notice to IEEE sixty (60) days prior to the Start Date of any years 2 or three of this Agreement.
- Opt-Out Fee: Upon exercise of the opt-out option, Licensee shall be subject to an opt-out fee of ten percent (10%) of the then current year's License Fee (plus all applicable local taxes) provided that IEEE received notice of exercise of the opt-out option within sixty (60) days prior to the Start Date of any subsequent Renewal Term. Payment of the opt-out fee must be made within thirty (30) days of exercising the opt-out option.
- If Licensee (1) requests to provide access to additional campus locations or (2) effects any other change within its organizational structure that materially increases the scope of its access to the Licensed Products, then the terms and conditions of this Addendum shall be subject to amendment by IEEE and the then current license fee is subject to increase.
- This Schedule C is governed by the Agreement. The terms of this Schedule C supersede provisions in the Agreement only to the extent that the terms of this Schedule C and the Agreement expressly conflict. However, nothing in this Schedule C should be interpreted as invalidating the Agreement, and provisions of the Agreement will continue to govern relations between the Parties insofar as they do not expressly conflict with this Schedule C.
- This Schedule C may be executed in counterparts and by facsimile, each of which shall be deemed an original and both of which shall constitute one and the same document.

IN WITNESS WHEREOF, the Parties have executed this Schedule D as of date first written herein.

LICENSOR:
**INSTITUTE OF ELECTRICAL AND ELECTRONICS
ENGINEERS, INC.**

LICENSEE:
**Members of the Consortium - Ireland Universities
as represented by Maynooth University**

By: _____

By: _____

Name: REDACTED

Name: REDACTED

Title: REDACTED

Title: REDACTED

Date: _____

Date: _____

Licensee Initials: _____