

AMENDMENT TO WILEY READ AND PUBLISH AGREEMENT

Amendment as of January 1, 2022 with Wiley internal number 9839.1 to the WILEY READ AND PUBLISH AGREEMENT dated March 15, 2021 (the "Agreement"), by and between John Wiley & Sons, Inc., a New York corporation, 111 River Street, Hoboken, New Jersey 07030 ("Wiley US", and collectively with its affiliates "Wiley") 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.

In signing this Amendment, the parties agree that the following terms shall amend and supersede the terms of said Agreement as follows:

1. The Agreement is hereby amended or modified as follows:
 - a. The definition of "Eligible Articles" now appearing in Section 1. "Definitions" is hereby deleted in its entirety and replaced with the following:

Eligible Article(s) means:

primary research and review articles, including but not limited to articles classified by Wiley as Case Study, Commentary, Data Article, Education, Lecture, Method and Protocol, Perspective, Practice and Policy, Rapid Publication, Research Article, Review Article, Short Communication, and Technical Note (an illustrative list is set forth in Schedule 5.1, which Wiley may update from time to time);

authored by Eligible Authors; and

accepted from January 1, 2021, up to and including December 31, 2024, for open access publication in a journal that is a Hybrid Journal (i.e., a Hybrid Journal as of the date of acceptance of the article) or a Gold Journal (i.e., a Gold Journal as of the date of submission of the article) (the "Publishing Right Period").

- b. The definition of "Eligible Author" now appearing in Section 1. "Definitions" is hereby deleted in its entirety and replaced with the following:

Eligible Author(s) means authors:

who are affiliated with a Member, i.e., students enrolled at or accredited to the Member or who are staff employed by the Member Institution;

who are designated as the responsible corresponding author within Wiley's submission system and Author Services platform. For the avoidance of doubt, in the case of multiple corresponding authors being identified on the version of record, it is the author designated as the responsible corresponding author who is the Eligible Author (and such responsible corresponding author is not required to appear as the first author);

for whom a Member Institution, has confirmed the author's affiliation pursuant to Section 3; and

who have signed one of the then-current open access publishing agreements used by Wiley to publish an article under an open access license in one of the Hybrid Journals or Gold Journals. For the avoidance of doubt, it is the sole responsibility of the Member to verify if an author is an Eligible Author. If the Member confirmed the affiliation of an author with respect to an article, this author will be deemed an Eligible Author.

- c. The definition of "Gold Journal" now appearing in Section 1. "Definitions" is hereby deleted in its entirety and replaced with the following:

Gold Journals means the open access journals published by Wiley that offer authors only the option to publish articles on an open access basis on the terms set forth in this Agreement.

- d. The definition of "Hybrid Journal" now appearing in Section 1. "Definitions" is hereby deleted in its entirety and replaced with the following:

Hybrid Journals means the subscription journals published by Wiley that offer authors the option to publish articles on an open access basis on the terms set forth in this Agreement (such journals may be referred to in Wiley systems as "Online Open").

- e. Section 1. "Definitions" is hereby amended by inserting the following new definitions in the appropriate alphabetical order:

- i. **Article Entitlement** means the maximum number of Eligible Articles that may be published in Hybrid Journals on an open access basis as specified in SCHEDULE 1: Term, Access & Hybrid Journal Publishing Fees, and Gold Journal Publishing Fees.
- ii. **WOAD** (Wiley Open Access Account Dashboard) means the automated system (or any successor thereto) designated by Wiley including all products, services and features offered via the dashboard that enables the Member or Maynooth University to manage their WOAA (Wiley Open Access Account).

- f. Section 2.1. of the Agreement is hereby deleted in its entirety and replaced with the following:

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 "**Access Right**"). Wiley grants Eligible Authors during the Term a non-transferable right to publish Eligible Articles on an open access basis (the "Publishing Right") in Wiley's Hybrid and Gold Journals as provided in Schedule 5: Publishing Right and Schedule 5:1. For the avoidance of doubt, the Publishing Right will only apply to Eligible Articles. Eligible Authors publishing Eligible Articles open access will be required to sign the then-current open access publishing agreement provided by Wiley.

- g. All instances of the term "Publishing Privilege" are hereby deleted and replaced with the term "Publishing Right".
- h. **SCHEDULE 1: Subscription Period and Fee** is hereby deleted in its entirety and replaced by **SCHEDULE 1: Term, Access & Hybrid Journal Publishing Fees, and Gold Journal Publishing Fees** as attached hereto.
- i. **SCHEDULE 5 – Publishing Privilege** is hereby deleted in its entirety and replaced by **SCHEDULE 5 – PUBLISHING RIGHT** as attached hereto.
- j.

Except as expressly provided in this Amendment, all of the terms and provisions of the Agreement are and will remain in full force and effect.

AGREED AND ACCEPTED

National University of Ireland Maynooth,

JOHN WILEY & SONS, INC.

Maynooth University

Signature: _____

Name: REDACTED

Title: Bursar and Secretary
For and on behalf of
National University of Ireland Maynooth,
Maynooth University

Signature: _____

Name: REDACTED

Title: Regional Sales Director



SCHEDULE 1: Term and Fee

1. The agreed Term is January 1 2021– December 31 2024. Each year within the Term is a “Contract Year” (unless the Parties agree to a shorter time period for any Contract Year).

2. **Access & Hybrid Journal Publishing Fees.**

a. Maynooth University, as agent on behalf of the Members shall pay a single, annual, non-refundable commitment fee for the Access Right for the Licensed Materials included under **SCHEDULE 2: Licensed Material** and for the Hybrid Journal Publishing Right during each Contract Year specified below (the “Annual Access & Hybrid Journal Publishing Fee”), as follows:

	Contract Year One	Contract Year Two	Contract Year Three
Applicable Time Period	2022	2023	2024
Article Entitlement per Contract Year	660	670	680
Annual Access & Hybrid Journal Publishing Fee per Contract Year	€1,930,563.12	€1,935,380.01	€1,941,691.41

b. Maynooth University shall pay said fee in accordance with the relevant invoice. Wiley will include an estimated itemized split of the Annual Access & Hybrid Journal Publishing Fee in the Invoice Agreement Letter under Section 8 and will provide a final itemized split for the previous Contract Year no later than January 14 of the subsequent Contract Year. Maynooth University will manage the Article Entitlement for all Members on a first-come, first-served basis. Nothing should be assumed from the single fee applied for access and publishing rights. The Article Entitlement for each Contract Year does not roll over into a subsequent Contract Year and expires at the end of the final Contract Year.

c. If the Article Entitlement is exceeded in any year, Customer may choose an author-pays route. Customer must notify Wiley through the online form provided. If Wiley in its discretion accepts the request, Wiley will implement an author-pays route with an APC discount of 10% on any overage.

d. Where Wiley transitions a Hybrid Journal to a Gold Journal, Wiley will review the articles published in each transitioning title in the rolling 12-month period prior to the date on which the transitioned title is published as a Gold Journal. If Wiley determines any of the Article Entitlement in any Contract Year transitioned to a Gold Journal (meaning an Eligible Article was published in Hybrid Journal transitioned to a Gold Journal), then on agreement of the parties prior to invoicing for a subsequent Contract Year, Wiley will (i) increase the Gold APC Fund by the full APC value of the Eligible Articles published in a transitioned title (less agreed discount, if any); and (ii) reduce the Article Entitlement by the same number of Eligible Articles. The allocation to the Gold APC Fund may grow each Contract Year, in response to the cumulative APC value of articles in Hybrid Journals that have transitioned to a Gold Journal throughout the Term of the Agreement.

3. **Gold Journal Publishing Fees.** Maynooth University shall pay for the publication of Eligible Articles in Gold Journals from a Gold APC fund an amount as specified in the table, which will fund the WOA balance administered by Maynooth University (the “Gold APC Fund”). The APC levied by Wiley for open access publishing in Gold Journals will be at the Wiley APC for the journal, which Wiley has discounted for the benefit of the Members as set forth in the table below (“Gold APC Discount”). Wiley will deduct APCs due for each such Eligible Article from the total annual Gold APC Fund for the Members on a first-come first-serve basis until the Gold APC Fund for the

Contract Year is depleted. If Members spend less than the Gold APC fund each year, then Wiley will transfer the excess funding towards the agreed Gold APC fund for the following Contract Year, up to the last Contract Year of the Agreement.

	Contract Year One 2022	Contract Year Two 2023	Contract Year Three 2024
Gold APC Fund and Gold APC Discount	€180,000 Gold APC Discount of 10%	€ 200,000 Gold APC Discount of 10%	€ 220,000 Gold APC Discount of 10%

- a. Funding requests are approved by Maynooth University or Member on submission of the article. If the article is accepted for publication, and the APC Fund is depleted, and the funding request is approved by Maynooth University or Member, Wiley will invoice Maynooth University directly in accordance with Wiley's invoicing schedule and Maynooth University shall pay such invoice having already approved the funding request.
4. Wiley is permitted to allocate the revenues received under this Agreement to its portfolio of journals as it deems appropriate.
5. In addition to the Annual Access & Hybrid Journal Publishing Fee, other Access Right, fees and other charges for online access to Licensed Materials are specified in Appendices attached hereto, and will be due as set forth in the relevant invoice. Maynooth University is also responsible for any applicable taxes and other fees where required by law. Both parties agree that under current law the payments do not constitute royalties and are not otherwise subject to withholding tax. In the event of a change in law or circumstance resulting in Customer's belief that payments are subject to withholding taxes, Customer will contact Wiley at least 14 business days in advance regarding its understanding and rationale for that position.
6. Annual Access & Hybrid Journal Publishing Fees, Gold Publishing Fee, and any other fee under this Agreement shall fall due and be payable by Maynooth University, as agent on behalf of the Members, within 30 days of receipt by Maynooth University of the Publisher's invoice. All fees are shown exclusive of VAT.
7. Maynooth University is responsible for ensuring that any third party authorised by Maynooth University to make payments on its behalf will promptly pay Wiley the full amounts due under this Agreement.
8. Wiley will annually send Maynooth University an Invoice Agreement Letter.
 - a. This Agreement will apply, or will renew for the period set forth in the Invoice Agreement Letter, upon any one of the following:
 - i. written acceptance of fees via email, or
 - ii. access enablement to the Licensed Electronic Products upon the Maynooth University's written request, or
 - iii. payment of fees set forth therein.
 - b. The Invoice Agreement Letter will reflect the agreed fees under this Agreement and will include an itemized split of the Annual Access & Hybrid Journal Publishing Fee.

- c. Except as specifically set forth in the Invoice Agreement Letter (or written acceptance via email as set forth above), the terms and conditions of this Agreement (including updated Appendices) will continue to apply.
9. Wiley may issue the relevant invoice through the US entity or any of its affiliates.
10. In addition to those Members listed in Schedule 4, new institutions may join the Agreement for an additional fee and article entitlement and on execution of a Sign-Up Letter subject to Wiley's approval, effective January 1 of the Contract Year following receipt of request to join and executed Sign-Up Letter or equivalent document. The terms for any joining Members need to be agreed in writing at least 30 days before the joining date.
11. Where the Term of this Agreement extends beyond the Term in accordance with Clause 9 of the Agreement, the fees for any Renewal Period shall be agreed in writing between the parties.

SCHEDULE 5 – Publishing Right

1. **Publishing Right.** Wiley agrees, during the Publishing Right Period, to the open access publication of Eligible Articles as requested by Eligible Authors, in accordance with the terms set forth herein, in:
 - a. in Wiley’s Hybrid Journals, subject to the Article Entitlement; and
 - b. in Wiley’s Gold Journals.
 - c. Wiley maintains up-to-date, publicly available, online lists of the applicable journals and the APCs, as described in SCHEDULE 5.1.; the online lists govern the journals covered by this Agreement. The Parties agree the APCs are based on the services and value provided by the journal in which such material is published. Wiley is permitted to change the applicable journals and the APCs from time to time (e.g., including but not limited to where there are adjustments to Wiley’s portfolio of journals, Hybrid Journals transition to fully open access journals (i.e., Gold Journals), price changes, etc.).

2. **Open Access Publishing Agreement.** Before the version of record is published, Eligible Authors of Eligible Articles (and, if different, the owner of any copyright in such articles), must sign Wiley’s then-current open access publishing agreement. Eligible Authors will be able to select from the following Creative Commons licenses, as applicable for the particular journal: Attribution International (CC-BY), Attribution Non-Commercial International (CC-BY-NC), Attribution No-Derivatives International (CC-BY-ND), or Attribution Non-Commercial No-Derivatives International (CC-BY-NC-ND). The publication workflow will, whenever possible, direct Eligible Authors to CC-BY as the first option if permitted by the applicable journal and its policies.

3. **WOAA Workflow.**
 - a. **Hybrid Journals.** Under the Hybrid WOAA Workflow, the Eligible Author, as designated on submission of an Eligible Article, or subsequently identified as such within Author Services, must identify the Eligible Author’s affiliation with a Member by selecting from a standardized list of institutions in the electronic editorial office submission and Author Services systems. Once the affiliation is identified, the Eligible Author will be presented with a choice of publishing open access. Wiley will include sufficient information and guidance to encourage Eligible Authors to publish open access as part of this Agreement (so long as the correct affiliation of the Eligible Author is captured in Wiley system metadata) and that they do not need to pay an APC. If an author elects not to publish open access, the article will not be covered by the Article Entitlement.
 - b. **Gold Journals.** Under the Gold WOAA Workflow, the Eligible Author (or the person who was designated the Eligible Author on submission) and who has submitted an Eligible Article in the editorial office submission system must answer a publication charge question, and then input the affiliation of the Eligible Author in order to request that the APC is covered under this Agreement.

4. **Non-Standard Workflow.** For Hybrid Journals that do not follow the WOAA Workflow, Wiley will make reasonable efforts to inform the Eligible Author that the Eligible Articles are meant to be published open access under this Agreement where the Eligible Author has identified an affiliation with a Member Institution in the electronic editorial office submission system.

5. Members have the right to deny funding requests for articles to be published under this Agreement and will collaborate with Wiley to ensure that the criteria for eligibility are clear to authors in the WOAA Workflows.

6. **Article Entitlement.** The Article Entitlement will be managed by Maynooth University on a first come, first-served basis.

7. Wiley will:
 - a. be responsible for identifying the potentially eligible authors under this Agreement (which are then subject to the verification process identified below);
 - b. not charge an Eligible Author an APC for any Eligible Article as long as the Eligible Author follows the WOAA Workflow. If the WOAA Workflow is not followed, any APC subsequently incurred by the Eligible Author is not covered by this Agreement and the

Eligible Article will not be deducted from the Article Entitlement as applicable. If an Eligible Author follows the WOAA Workflow but did not select open access publishing, and requests Wiley to change the publication basis prior to being published, Wiley will do so, and the Eligible Article will be deducted from the Article Entitlement with respect to such articles published in Hybrid Journals. Changes cannot be made post-publication;

- c. include the Members in the Institutional Account List for all Hybrid Journals as an institutional account holder;
- d. provide a link for the Members on the Institutional Account List on Author Services;
- e. identify on Wiley Online Library the Hybrid Journal and Gold Journal articles that are open access;
- f. make reports of account activity available to the Members via the WOAD;
- g. provide the article record in the dashboard with all necessary metadata including, but not limited to, name, ORCID (if provided) and email address of all authors, full name of author's affiliation (e.g., university), acceptance date, journal title, article DOI (if applicable), article title, article classification, amount of the APC (if applicable);
- h. make reasonable efforts to align Wiley's workflows to ESAC recommendations where possible;
- i. use best efforts to add in the article and metadata the phrase "Open access funding provided by Irish Research eLibrary". Failure to do so will not constitute a breach of the Agreement;
- j. provide quarterly reports to Maynooth University within one month of the end of each quarter that includes a breakout of all Eligible Articles including articles where the author has not elected for open access (provided that the author identified themselves as affiliated with a Member and then opted out from publishing the relevant article open access), and those made open access and approved by the Members pursuant to the verification process detailed below. The reports will be in a machine-readable format of all articles from authors affiliated with the Member published in Wiley's Hybrid and Gold Journals, indicating the journal type. The reports will include one or more of the following fields:

- Name and email address of the Eligible Author
- Eligible Author's affiliation(s)
- Date of acceptance
- Online publication date
- Journal Title
- Article title
- Article type
- DOI and a link to the published article
- License type
- Funding organization (research funder when available)
- APC cost and date of approval in Dashboard (if applicable).

Not all of these fields are available for every article. Wiley will include the available fields.

8. Verification process.

- a. Wiley will identify potentially eligible authors through at least one of the following parameters: their organization name; their e-mail domain; or persistent identifier, such as Ringgold or another recognized institutional identifier, and then request verification from the Member Institution that the author is an Eligible Author.
- b. It is the sole responsibility of the Member to verify, within their WOAD, that the author qualifies as an Eligible Author (as defined herein). Members will approve or deny requests for verification from Wiley within 5 days. If a Member requires more time, it must notify Wiley and Wiley will provide a reasonable extension.

9. **Editorial Independence.** Nothing herein will oblige Wiley to publish any article submitted to Wiley by an Eligible Author. Maynooth University and the Members acknowledge that the selection of material to be published is entirely at the discretion of Wiley/the editors and the Maynooth University and the Members waives any claim it may have against Wiley in the event that Wiley or its editors refuse or decline to publish any material (or part thereof) submitted by an Eligible Author, or retract any material published by Wiley under this Agreement. An article will be considered to be selected for publication once the Eligible Author has been notified that the article has been accepted and Wiley has received the applicable publishing agreement signed by the right holder(s) of the article.
10. For Contract Year One, Wiley and Maynooth University will evaluate the progress of the Agreement on a quarterly bases in scheduled meetings. For subsequent Contract Years, Wiley and Maynooth University will agree on the appropriate frequency of evaluation meetings.

SCHEDULE 5.1. – Publishing Right – Journal Lists and Illustrative List of Article Classifications Eligible for Open Access Publishing

Applicable Gold and Hybrid Journals, and Corresponding APCs, for the Publishing Right

Wiley maintains an up-to-date, publicly available, online list of Gold Journals and Hybrid Journals, and the APCs for each, which is available at:

- The complete list of titles of Hybrid Journals is available at <https://authorservices.wiley.com/asset/Wiley-Journal-APCs-OnlineOpen.xlsx> Wiley may change the URLs at its sole discretion.
- The complete list of titles of Gold Journals is available at <https://authorservices.wiley.com/asset/Wiley-Journal-APCs-Open-Access.xlsx> Wiley may change the URLs at its sole discretion.

These lists govern the journals covered by this Agreement.

Illustrative List of Article Classifications Eligible for Open Access Publishing:

Article Classification	Description	Eligibility for OA Publishing in Hybrid Journal
Abstract	Abstracts published as articles, either individually, under sections, or as an entire collection from a conference, and materials related to them, such as Introductions, Author Indices etc.	N
Announcement	Sharing factual information or acknowledgements from the journal or its owners that is not dissemination of knowledge, research, or opinion.	N
Career and Management	Article relating to career development or managing a practice or people or small business for practitioners.	N
Case Study	Detailed report or presentation of the symptoms, signs, diagnosis, treatment, and follow-up of an individual patient or selected disease indications. Usually describes an unusual or novel occurrence or has substantial learning value for readers.	Y
Classification	Classification articles include Rating Scales and other non-eligible article types which do not participate in Author Services.	N
Commentary	Expert opinion from one or more people (who may agree or disagree) on a published work, current understanding/status of an area, or how practice should be undertaken. Generally with references.	Y
Correction	To correct an error or omission in an article, where no ethical concerns have been detected or reported, and the conclusions of the study remain intact	N
Correspondence	A letter, or response to a letter, sent to the journal to raise a point of interest, discuss a difference of opinion or encourage participation	N
Data Article	Detailed description of a dataset and its creation, with the data included in machine-readable format, that enables others to make use of the data. No research done with the data is included.	Y
Editorial	To convey an opinion, or overview of an issue, by the Editor or someone invited by the editor	N
Education	Educational piece that explains a subject, method or current thinking to enable others to understand and/or use it. Does not present new research/findings. May also elicit reflection or test knowledge or thinking, and be linked to professional certification	Y
Events	A curated list of relevant upcoming events in the field of interest of the journal and its readers	N
Index	A list of the contents of an issue, volume, future issue plans	N

Introduction	A introduction to an issue, which may introduce the theme, or highlight selected articles, or preview the full contents of the issue	N
Lecture	Transcript or summary of a speech given at a conference, symposium, workshop or similar, usually an invited speech, given by a recognised expert, an award winner, or elected society officer.	Y
Media Review	Short review on the usefulness/quality of one or more books or other media, to aid readers in decision-making	N
Meeting Report	Summary of developments presented at a meeting, relying largely on the works presented at the meeting, rather than being fully referenced accounts of a field.	N
Method and Protocol	Procedural method in the design and implementation of an experiment or study	Y
News	External factual information to keep readers up to date with events	N
Obituary	Celebration of the life of a deceased researcher of significance, by giving an account of the work and influence of that individual.	N
Opinion	An opinionated, subjective piece by one or more experts, (who may agree or disagree) on a topic or publication.	N
Perspective	Personal opinion on a topic, often with a novel/imaginative approach to a provocative question, with an engaging though rigorous investigation that enhances the understanding of the subject, including new developments, and moderate referencing	Y
Practice and Policy	Public statement of what a representative group of experts agree to be evidence-based and state-of-the-art knowledge on an aspect of practice/policy.	Y
Profile	Life story of a person significant to the field.	N
Rapid Publication	Report of a key new research finding that needs/merits fast dissemination, and so is expedited.	Y
Research Article	Reports of original research, with methods, findings and conclusions.	Y
Retraction or Concern	Flags or warnings to readers in escalating levels, from Notifications (to acknowledge an issue but to indicate no further action), through Expressions of Concern (to indicate problems cannot be resolved and that caution may be needed), to Retractions and	N
Review Article	Overview of developments in fields or the current lines of thought. Synthesizes multiple sources of information and has long list of references. Emphasis is more factual and less on opinion.	Y
Short Communication	Brief observations and research reports in a concise format.	Y
Technical Note	Extensions or updates to previously published research, reporting additional controls; projects that did not yield publishable results but represent valuable information regarding protocol and data collection; additions to established tools, experimental or computational methods; description of a database; null results and orphan data; data management plans; description of a specific development, technique or procedure, or a modification of an existing technique, procedure or device; new algorithm or computational method, new experimental method, improved version of an experimental protocol or computational approach, new implementation of an existing algorithm...	Y