



**PUBLISHING SERVICES ORDER FORM**

<b>Customer Name:</b>	Maynooth University (acting on behalf of itself and the IReL consortium members listed in <b>APPENDIX B</b> )
<b>Customer Street Address:</b>	IReL, Maynooth University Library, Co. Kildare, W23 VP22, Ireland
<b>Effective Date:</b>	1 February 2022
<b>Term:</b>	1 February 2022 – 31 December 2024
<b>Grand Total Annual Fee:</b>	Feb 2022 – Dec 2022: \$70,895 USD Jan 2023 – Dec 2023: \$77,340 USD Jan 2024 – Dec 2024: \$77,340 USD

- 1. Applicable Terms.** This Order Form is governed by PLOS’ Master Publishing Terms of Service (“Service Terms”) attached as **Appendix A** and on PLOS’ website: <https://plos.org/terms-of-service/>. Capitalized terms used in this Order Form have the same meaning they do in the Service Terms.
- 2. Services & Fees.** Customer agrees to receive the following service(s) from PLOS. By checking the box next to a service, Customer will be bound by the terms applicable to that service and the general terms in the Service Terms. Except for PLOS’ Annual Flat Fee publishing service which applies to all Participating Journals collectively, PLOS will provide Customer with services only for those journal(s) selected below. The annual fee and/or deposit amount payable to PLOS in exchange for services is listed below. If Customer selects Global Equity publishing, it may voluntarily make an Equity Contribution to a Participating Journal. The Equity Contribution, if any, is reflected below.

SERVICE	ANNUAL FEE / ATF	SERVICE	ANNUAL FEE / EQUITY CONTRIBUTION
<b>Annual Flat Fee</b> <input checked="" type="checkbox"/> <b>With Author Transaction Fee (ATF)</b> <input type="checkbox"/> <a href="#">About page</a> <u>Participating Journals</u> PLOS Digital Health PLOS ONE PLOS Computational Biology PLOS Pathogens PLOS Neglected Tropical Diseases PLOS Genetics	<b>Feb 2022 – Dec 2022:</b> <b>\$70,895 USD</b> <b>Jan 2023 – Dec 2023:</b> <b>\$77,340 USD</b> <b>Jan 2024 – Dec 2024:</b> <b>\$77,340 USD</b>	<b>Global Equity</b> <a href="#">About page</a> <u>Participating Journals</u> PLOS Climate PLOS Water PLOS Global Public Health  <u>Equity Contribution</u> PLOS Climate <input type="checkbox"/> PLOS Water <input type="checkbox"/> PLOS Global Public Health <input type="checkbox"/>	\$ \$ \$  \$ \$ \$
SERVICE	ANNUAL COMMUNITY FEE		
<b>Community Action</b> <a href="#">About page</a> <u>Participating Journals</u> PLOS Biology PLOS Medicine PLOS Sustainability & Transformation	\$ \$ \$		

- 3. Consortium Customers Only.**
  - 3.1 Covered Authors.** This Order Form will cover Authors from the academic institutions listed on **Appendix B** attached hereto.

3.2 Community Action Publishing. \_\_\_ (check only if applicable) Consortium will pay the annual fee through one invoice on behalf of all consortium member institutions and is therefore eligible to receive a one percent (1%) discount on the annual fee payable to PLOS.

4. Additional Terms.

4.1 Both Parties agree to review the Annual Flat Fee for the period January to December 2024, based on the number of articles published by the Customer in the preceding 18 months. Either party may end the agreement on 31 December 2023 if the revised pricing is not mutually accepted.

4.2 When Customers receive monthly publication reports (as per 1.3), the Customer may notify PLOS within fourteen days of any articles where they do not deem the corresponding author to be employed by or affiliated with the Customer (as per 1.1). In such cases, the article will be excluded from the Annual Flat Fee Terms (as per 1.1) and the author will be invoiced for the APC.

4.3 The following sections are omitted:

- 2. COMMUNITY ACTION TERMS,
- 3. GLOBAL EQUITY TERMS,
- 4. DIRECT BILLING OR DEPOSIT TERMS,
- 5.2 Term; Automatic Renewal,
- 5.13 Antidiscrimination in the Workplace.

4.4 Only Authors whose articles are accepted during the term are eligible for participation in the agreement.

**Accepted and agreed to by:**

**PUBLIC LIBRARY OF SCIENCE**

Signature: \_\_\_\_\_

Name: REDACTED  
(print)

Title: Chief Publishing Officer  
(print)

Email: \_\_ REDACTED \_\_\_\_\_

**CUSTOMER**

Signature: \_\_\_\_\_

Name: REDACTED \_\_\_\_\_  
(print)

Title: : \_\_\_\_\_ Maynooth University  
Bursar and  
Secretary  
(print)

Email: \_\_\_ REDACTED \_\_\_\_\_

**Customer Billing Contact Information (for IReL invoice)**

Name: REDACTED  
Title: IReL manager  
Email: REDACTED<sup>1</sup>  
Phone:

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<sup>1</sup> A

## APPENDIX A

### MASTER PUBLISHING TERMS OF SERVICE (as seen on PLOS' site <https://plos.org/terms-of-service/>)

This Master Publishing Terms of Service governs PLOS' services to institutions and consortia ("Customer") to enable authors to publish with PLOS on an unlimited basis each year in exchange for one annual flat fee payment to PLOS and/or on a per article fee basis under a direct billing or deposit arrangement with PLOS. The types of services offered by PLOS and the journals to which they apply ("Participating Journals") are set forth in the PLOS Publishing Service Order Form between the parties ("PLOS Order Form"). The applicable terms are set forth below and are made part of the PLOS Order Form.

#### 1. ANNUAL FLAT FEE TERMS

- 1.1 Customer agrees to pay PLOS an upfront annual fee each year for PLOS' review and publication of research articles by corresponding authors employed by or affiliated with Customer ("Authors") on articles accepted for publication during the Term in Participating Journals selected in the PLOS Order Form. The annual fee to be paid by Customer is set forth in the PLOS Order Form.
- 1.2 Customer will pay PLOS the annual fee for year 1 within ten (10) days of the Effective Date. Thereafter, Customer will pay the annual fee in full in the manner identified on PLOS' invoice within thirty (30) days of the invoice date.
- 1.3 PLOS will provide Customer access to monthly accepted publications reports and COUNTER data from Participating Journals. The monthly publications reports will show the name of the Author, the manuscript submission date, the journal title, the article title, and journal ISSN. Customer will notify PLOS in writing within fourteen (14) days of receipt of the report of any incorrect information or discrepancy in the report, and absent such notification will be deemed to have accepted the monthly report as correct.
- 1.4 Customer will not be entitled to a prorated refund of the annual fee in the event of early termination of this agreement.
- 1.5 Within sixty (60) days prior to the termination date, the parties will discuss a renewal and whether the annual fee should change for the renewal term based on historical acceptance rates of Author manuscripts. If the parties agree that the amount should change, the parties will enter into an amendment to this agreement to reflect the new agreed-upon renewal term and fee.
- 1.6 AUTHOR TRANSACTION FEE TERMS – APPLICABLE ONLY IF CUSTOMER CHOOSES THIS OPTION IN THE PLOS ORDER FORM.

- 1.6.1 Customer agrees to pay PLOS an annual fee (as set forth in Section 1.1 above), with the Author paying PLOS a per-article author transaction fee (“ATF”) upon article acceptance in Participating Journals selected in the PLOS Order Form.
- 1.6.2 The Customer’s Authors will pay the ATF (per article) provided for in the PLOS Order Form at the time their manuscripts are accepted in a Participating Journal selected in the PLOS Order Form. Following execution of the PLOS Order Form, the parties each will communicate the ATF to Authors.

## **2. COMMUNITY ACTION TERMS**

- 2.1 Customer, hereinafter referred to as “Community Member,” agrees to pay PLOS an upfront annual fee (“Community fee”) each year for PLOS’ review and publication of research articles by affiliated corresponding and contributing authors (“Community Authors”) in a Participating Journal (hereinafter referred to as “Community Journal”) selected in the PLOS Order Form, regardless of the number of articles from Community Authors published by PLOS during the Term. Community Authors shall not be eligible for waivers. The Community fee to be paid by Community Member each year is set forth in the PLOS Order Form.
- 2.2 The Community fee is a flat fee payable by all community members and applies even if the Effective Date of this agreement is a date other than January 1. If the Effective Date of this agreement is a date other than January 1, the Community fee will cover Community Author manuscripts submitted to the Community Journal(s) prior to the Effective Date but only if the manuscript is accepted by PLOS on or after the Effective Date. To enable an equitable and transparent cost sharing of PLOS’ editorial and publishing services across all community members, PLOS will not prorate the annual fee to account for a partial calendar term.
- 2.3 PLOS will apply the Community fee to cover the costs for publishing Community Author articles each year, plus a ten percent (10%) margin. The Community fee is based on PLOS’ target revenue and cost recovery strategy per journal for a period of three (3) years starting January 1, 2021. PLOS’ target revenue goal will be made publicly available to community members on the [www.plos.org](http://www.plos.org) website on an annual basis.
- 2.4 If community member fees and/or non-member fees collected each year exceed the annual revenue target for either or all communities, revenue above target (if any) will generate discounts for community members the following year.
- 2.5 Community Member will pay PLOS the annual Community fee in full in the manner identified on PLOS’ invoice, within thirty (30) days of the invoice date.
- 2.6 If Customer is an institution located in a Research4Life country, or for consortium Customers, a member institution is in a Research4Life country, PLOS will waive the annual Community fee for such institution. The Research4Life country list can be found at [www.research4life.org/access/eligibility/](http://www.research4life.org/access/eligibility/).
- 2.7 In exchange for the annual Community fee, PLOS will:
  - 2.7.1 Send Community Member a monthly report listing accepted manuscripts from Community Member’s authors in the Community Journal(s) selected in the PLOS Order Form. The statement will list the name of the Community Member author, the manuscript submission date, the journal title, the article title, and journal ISSN.
  - 2.7.2 Publish articles by Community Member’s corresponding authors that have been accepted by the Community Journal(s) selected in the PLOS Order Form at no additional fee, regardless of whether an article’s contributing authors’ institutions are members of the community.

- 2.7.3 Provide a twenty-five percent (25%) discount on the applicable per article publication fee in cases where the article lists a Community Member contributing author but where the corresponding author's institution is a non-member.
  - 2.7.4 Provide Community Member with access to PLOS monthly accepted publications reports and access to COUNTER data across all PLOS journals.
  - 2.7.5 Acknowledge Community Member as a partner on the [www.plos.org](http://www.plos.org) website.
  - 2.7.6 Provide a yearly public report on the status of the communities which will include (among other things) a list of community members per journal, contribution (per member) to the target revenue goal, and revenue received by PLOS from non-member fees as applied to the target revenue goal.
  - 2.7.7 Upon written request to PLOS, provide a five percent (5%) discount on journal publication fees for papers transferred from a Community Journal to another PLOS journal when a corresponding author belongs to Community Member.
- 2.8 Community Member will not be entitled to a prorated refund of the annual Community fee in the event of early termination.

### **3. GLOBAL EQUITY TERMS**

- 3.1 Customer agrees to pay PLOS an upfront annual fee each year for PLOS' review and publication of research articles by corresponding authors employed by or affiliated with Customer ("Authors") on articles accepted for publication in Participating Journals selected in the PLOS Order Form. The annual fee to be paid by Customer is set forth in the PLOS Order Form.
- 3.2 Both Customer and PLOS will comply with Sections 1.1 through 1.4 set out in the Annual Flat Fee Terms, incorporated by reference herein.
- 3.3 Customer may voluntarily choose to make an annual Equity Contribution (defined as an additional payment in the amount of \$1,500 or more) to a Participating Journal for the Term. Customer's annual Equity Contribution, if any, is set forth in the PLOS Order Form. PLOS will apply Customer's Equity Contribution(s) to reduce the annual fee for institutions from low/low-middle income countries (defined by the World Bank lending classifications) participating in PLOS' Global Equity the following year. PLOS will invoice Customer for the annual Equity Contribution together with the annual fee each year.
- 3.4 If Customer is an institution located in a Research4Life country, or for consortium Customers, a member institution is in a Research4Life country, PLOS will waive the annual fee for such institution. The Research4Life country list can be found at [www.research4life.org/access/eligibility/](http://www.research4life.org/access/eligibility/).

### **4. DIRECT BILLING OR DEPOSIT TERMS**

- 4.1 Customer agrees to pay the applicable publication fee to PLOS for each research article accepted by PLOS in Participating Journals selected in the PLOS Order Form, where the corresponding (lead) author of the article is employed by or affiliated with Customer ("Authors") at PLOS' standard, non-discounted publication fee rates in effect at the time the publication fees are due and owing. Customer agrees to pay such fees through a deposit account or direct billing, as indicated below. Authors shall not be eligible for waivers.
- 4.2 Publication fees vary by journal and are set forth in PLOS' publicly available publication fees page: <https://plos.org/publish/fees/>. PLOS' fees as of the Effective Date of this agreement are attached to the PLOS Order Form. PLOS will notify Customer in writing of any proposed publication fee increases at least one month prior to the implementation of the price change.

4.3 DIRECT BILLING – IF CUSTOMER CHOOSES THIS OPTION IN THE PLOS ORDER FORM; SECTION 4.3 WILL APPLY BUT SECTION 4.4 WILL NOT. ALL OTHER TERMS OF THIS AGREEMENT WILL APPLY.

4.3.1 PLOS will invoice Customer monthly for publication fees for Author manuscripts accepted during the previous month. The invoice will show the accepted Author manuscripts during the previous month, including the name of the Author, the manuscript submission date, the journal title, the article title, and journal ISSN, along with the applicable publication fee for the same. Customer will notify PLOS in writing within fourteen (14) days of receipt of the invoice of any incorrect information or discrepancy in the invoice, and absent such notification will be deemed to have accepted the invoice as correct. PLOS will duly consider the issue and will notify Customer of its findings.

4.3.2 Customer shall pay invoices in full within thirty (30) days of PLOS' invoice date.

4.3.3 If during the Term Customer wishes to convert to a deposit account arrangement, the parties will enter into a separate written agreement memorializing the arrangement and providing for the payment of any outstanding publication fees owed under this agreement.

4.4 DEPOSIT ACCOUNT – IF CUSTOMER CHOOSES THIS OPTION IN THE PLOS ORDER FORM. SECTION 4.4 WILL APPLY BUT SECTION 4.3 WILL NOT. ALL OTHER TERMS OF THIS AGREEMENT WILL APPLY.

4.4.1 Customer will, within fourteen (14) days of the Effective Date, deposit the amount set forth in the PLOS Order Form with PLOS in the manner provided for in PLOS' invoice ("Initial Deposit"). The Initial Deposit will be maintained by PLOS on Customer's behalf ("Deposit Account").

4.4.2 For each Author manuscript accepted for publication by PLOS, PLOS will debit Customer's Deposit Account for the applicable publication fee. PLOS will send Customer a monthly statement showing the accepted manuscripts, publication fee, debits, and Customer's remaining Deposit Account balance during and for the previous month. The statement shall also show the name of the Author, the manuscript submission date, the journal title, the article title, and journal ISSN. Customer will notify PLOS in writing within fourteen (14) days of receipt of the pre-invoice report of any incorrect information or discrepancy in the invoice, and absent such notification will be deemed to have accepted the monthly statement as correct.

4.4.3 If at any time during the Term hereof Customer's Deposit Account balance drops to twenty-five percent (25%) or less of the amount of the Initial Deposit, Customer is responsible for replenishing its account in an amount necessary to restore the balance to the amount of the Initial Deposit or as may be mutually agreed upon by the parties in writing. Should Customer fail to replenish its Deposit Account, PLOS may convert the account to a direct billing arrangement (as provided for in Section 4.3, above) once deposit funds are fully exhausted.

4.4.4 Within thirty (30) days following termination, PLOS shall refund Customer any amounts on deposit with PLOS by Customer, minus publication fees still owed for manuscripts accepted by PLOS. Customer is responsible for payment of publication fees for every article submitted by an Author on or before the termination date and subsequently accepted by PLOS for publication, regardless of the actual publication date.

## 5. GENERAL TERMS - APPLICABLE TO ALL SERVICES

5.1 **Effective Date.** This effective date of this agreement shall be the date indicated in the PLOS Order Form ("Effective Date"). The terms of this agreement will apply to manuscripts accepted by PLOS during the Term, beginning on the Effective Date.

- 5.2 **Term; Automatic Renewal.** The term of this agreement shall be the term indicated in the PLOS Order Form (“Term”). Thereafter, the Term shall renew automatically on an annual basis unless either party notifies the other in writing of its intention to terminate the agreement no later than ninety (90) days prior to the end of the initial Term or any renewal thereof.
- 5.3 **Termination.** Either party may terminate this agreement: (1) for any reason on ninety (90) days' written notice to the other party; (2) for cause due to the other party's material breach if such breach remains uncured thirty (30) days after written notice of the breach is given by the party claiming the breach. A termination for cause shall be effective three (3) days after written notice of such termination is given; or (3) with immediate effect from the date of written notice if the other party (a) files for bankruptcy protection or makes an assignment for the benefit of creditors, (b) is the subject of an order made for the winding up of its operations, (c) becomes subject to an administration order or a receiver or trustee, (d) becomes insolvent, or (e) ceases to do business or threatens to cease to do business. Except as expressly provided for herein, the parties' respective rights and obligations under this agreement end immediately upon termination.
- 5.4 **Currency.** All amounts reflected in a PLOS Order Form and attachments are in United States dollars.
- 5.5 **Severability.** If any part of this agreement is found to be unreasonable, invalid or unlawful under any enactment or rule of law, the court shall have the power to strike out or override that part whether it be an entire clause or clauses or some part or parts thereof and enforce this agreement as if the offending part or parts had not been included.
- 5.6 **Amendments; Waivers.** No amendment or alteration of this agreement shall be valid unless made in writing and signed by a duly authorized representative of both parties. The waiver by either party of its rights regarding any breach of any provision(s) of this agreement shall not be taken or held to be a waiver of such rights with respect to any other or subsequent breach thereof.
- 5.7 **Entire Agreement.** This agreement constitutes the entire agreement between the parties. Other than as expressly stated otherwise in this agreement neither party shall be under any liability for any representations made prior to or during the operation of this agreement.
- 5.8 **Governing Law; Venue.** This agreement shall be governed and construed in accordance with the laws of the State of California, and any legal action between the parties relating to this agreement must be brought and filed in San Francisco, California.
- 5.9 **Assignment.** Neither party may assign its rights or obligations under this agreement to another person or entity without the written consent of the other party, which consent shall not be unreasonably withheld. No consent shall be necessary in the event of an acquisition of substantially all of the assets of a party. Subject to the foregoing, this agreement will bind and inure to the benefit of and be enforceable by the parties, their respective successors, and permitted assigns.
- 5.10 **Force Majeure.** Neither party shall be liable to the other for performance rendered impossible due to circumstances beyond the control of the party, such as acts of God, war, government regulations, disaster, strikes (except those involving the employees or agents of the party seeking the protection of this clause), or civil disorder. The ability to terminate this agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical - but in no event longer than ten (10) days - after learning of such basis.
- 5.11 **Authority to Sign.** Each person signing the PLOS Order Form represents and warrants that they have complete authority to legally bind the party on whose behalf he/she is signing to the terms of this agreement.
- 5.12 **Website Accessibility.** PLOS acknowledges the importance of website accessibility and will engage in conversations on this topic with Customer throughout the Term.

5.13 **Antidiscrimination in the Workplace.** The parties represent that they comply with federal laws prohibiting workplace discrimination.

**APPENDIX B – CONSORTIUM CUSTOMERS ONLY**

List of Academic Institutions and contact details:

Please provide institution name, Ringgold ID, and reporting contact for each member institution.

Institution Name English Dublin City	Institution Name Local Language	Ringgold ID	<u>Contact for monthly reports (Name)</u>	Contact for monthly reports ( <b>Title; Email</b> )
1 University		8818	REDACTED	REDACTED
2 Maynooth University		8798	REDACTED	REDACTED
3 National University Of Ireland, Galway		8796	REDACTED	REDACTED
4 Technological University Dublin		8819	REDACTED	REDACTED
5 Trinity College Dublin		8809	REDACTED	REDACTED
6 University College Cork		8795	REDACTED	REDACTED
7 University College Dublin		8797	REDACTED	REDACTED
8 University Of Limerick		8808	REDACTED	REDACTED



