



ROCKEFELLER UNIVERSITY PRESS

and

MAYNOOTH UNIVERSITY

LICENSE AGREEMENT

ROCKEFELLER UNIVERSITY PRESS READ AND
PUBLISH

THIS AGREEMENT is made on the 15th day of December, 2021

BETWEEN:

ROCKEFELLER UNIVERSITY PRESS

a company whose registered office is at The Rockefeller University, 1230
York Avenue, New York, NY 10065


("Publisher")

AND

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

Recitals

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

AND WHEREAS the Publisher provides  Rockefeller University Press Read and Publish which is a transformative agreement including access and unlimited open access publishing in three journals, the Journal of Cell Biology (JCB), Journal of Experimental Medicine (JEM), and Journal of General Physiology (JGP).

AND WHEREAS Maynooth University wishes to enter into this Agreement in order for Members of the Consortium to be authorised to access and use the Licensed Material;

AND WHEREAS the Consortium and the Publisher share the goal to transition to an open access model and the transition to full open access will include continued access to the Publisher's journal content,

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

IT IS AGREED AS FOLLOWS

1. Definitions

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

Authorised Users	<p>means an individual who is registered with and authorised by a Member to access its information services (whether on-site or off-site) via Secure Authentication and who is:</p> <ul style="list-style-type: none">● a current student of the Member (including undergraduates and postgraduates) or an alumni of the Member;● a member of staff of the Member (whether permanent or temporary, including retired members of staff and any teacher who teaches Authorised Users registered in the Republic of Ireland);● a contractor of the Member; or● a Walk-In User. <p>Walk-in Users are persons who are allowed by the Member to access the Member's information services from computer terminals within the physical premises of the Member. For the avoidance of doubt, Walk-In Users may be given access to the Licensed Material by any wireless Secure Network. Walk-in Users are not allowed off-site access to the Licensed Material.</p>
Authentication Information	<p>means passwords, user names and any other information necessary to access Licensed Material by means of the Secure Authentication.</p>

Commercial Use	<p>means use for the purpose of earning monetary reward or generating profit (whether by or for the Consortium, a Member or its Authorised Users) by means of the sale, resale, loan, transfer, licence, hire or other form of exploitation of the Licensed Material, but, for the avoidance of doubt, excluding:</p> <p>use for which the Member is entitled only to be reimbursed its costs (which may include overhead costs); and</p> <p>use of the Licensed Material in the course of research funded by a commercial or for-profit organisation.</p>
Consortium	<p>means the group of Members, as set out in Schedule 4: Consortium Members, and which may be updated from time to time by written notice by Maynooth University to reflect changes in the membership of the Consortium.</p>
Educational Purposes	<p>means education, teaching, tuition, training, instruction, learning, private study and/or research, including distance learning and teaching.</p>
Initial Subscription Period	<p>means the period set out in Schedule 1: Subscription Period and Fee.</p>
Intellectual Property Rights	<p>means any copyright and other intellectual property rights, howsoever arising and in whatever media, whether or not registered or capable of registration, including (without limitation) trade marks, patents, service marks, trade names, database rights, rights in computer software, registered design and any applications or rights to apply for the protection of the registration of these rights and all renewals and extensions thereof throughout the world.</p>
Licence Fee	<p>means the fee for access to and use of the Licensed Material as set out in Schedule 1: Subscription Period and Fee.</p>

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

- 1.2. Headings contained in this Agreement are for reference purposes only and shall not be deemed to be an indication of the meaning of the clause to which they relate.
- 1.3. Where the context so implies, words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.

2. License Grant

- 2.1. The Publisher hereby grants to each Member, subject to and in accordance with the terms of this Agreement, a non-exclusive licence to access and use the Licensed Material and to allow Members and Authorised Users to access and use the Licensed Material via Secure Authentication for Educational Purposes (the "Licence").
- 2.2. In consideration for the Publisher's licensing of the Licensed Material pursuant to Clause 2.1, the Members undertake to pay to the Publisher the Licence Fee in accordance with the provisions of Clause 8.

3. Permitted Uses

- 3.1. Without limitation, this Licence permits each Member for Educational Purposes to:
- 3.2. provide Authorised Users with integrated access and an integrated article author, article title and keyword index to the Licensed Material and all other similar material licensed from other publishers;
- 3.3. incorporate links to the Licensed Material on a Member's intranet or other electronic learning website operated by the relevant Member;
- 3.4. to supply to another library in the Republic of Ireland (whether by post, fax or, provided the electronic file is deleted immediately after printing, secure electronic transmission), a single copy of the whole of, or parts of or extracts from, Licensed Material, and to download such Licensed Material for such purpose;
- 3.5. provide single printed or electronic copies of single articles at the request of individual Authorised Users;
- 3.6. display, download and print parts of the Licensed Material for the purpose of promoting or testing the Licensed Material, or for training Authorised Users;
- 3.7. to convert or adapt Licensed Material into Braille or other formats or forms suitable for providing access to, and use by, Authorised Users with impaired mental and/or physical abilities and to provide access to such converted or adapted form;
- 3.8. allow Authorised Users for Educational Purposes only to:
 - 3.8.1. access the Licensed Material by Secure Authentication in order to search, browse, retrieve, display and view the Licensed Material;
 - 3.8.2. electronically download, store and save parts of the Licensed Material for the exclusive use of that Authorised User;
 - 3.8.3. print out single copies of parts of the Licensed Material;
 - 3.8.4. incorporate parts of or extracts from the Licensed Material in electronic or printed course packs or management systems to be used in the course of instruction and/or virtual learning and/or research environments hosted on a Secure Network. Authorised Users must specify the title and copyright owner of the Licensed Material used in the course packs;
 - 3.8.5. incorporate parts of or extracts from the Licensed Material in printed or electronic form in assignments, portfolios, theses, dissertations and other submissions ("Academic Works"), and to make reproductions of

the Academic Works for personal use, library deposit and/or to provide to sponsors of the Academic Works. Authorised Users must specify the source, listing title and author of the extract, title and author of the work, copyright notice, and each publisher of the Licensed Material used in the Academic Works;

- 3.8.6. publicly display or publicly perform parts of the Licensed Material as part of a presentation at a seminar, conference, or workshop, or other similar event;

4. Restrictions

- 4.1. Except where this Agreement states otherwise or as otherwise agreed by the parties, each Member shall not (and shall use reasonable efforts to procure that its Authorised Users shall not):
 - 4.1.1. sell or resell the Licensed Material unless the Publisher has given permission in writing to do so;
 - 4.1.2. remove, obscure or alter copyright notices, acknowledgements or other means of identification, or disclaimers;
 - 4.1.3. alter or adapt the Licensed Material, except to the extent necessary to make it perceptible on a computer screen, or as otherwise allowed in this Agreement. For the avoidance of doubt, no material alteration of the words or their order is allowed;
 - 4.1.4. display or distribute any part of the Licensed Material on any electronic network, including the Internet, other than by a Secure Network. For the avoidance of doubt, text mining and data mining output as referred to in Clause 3.1.7(viii) can be displayed and distributed on any electronic network, including the Internet, provided that such output does not contain copies of copyright works owned or licensed to the Publisher;
 - 4.1.5. use all or any part of the Licensed Material for any Commercial Use or for any purpose other than Educational Purposes;
 - 4.1.6. provide access and/or allow use of the Licensed Material by anyone other than Authorised Users; or
 - 4.1.7. provide access to Walk-In Users to the Licensed Material at a location other than the Members' premises (but, for the avoidance of doubt, may provide access on such premises by wireless means).

5. Responsibilities of the Publisher

5.1. The Publisher agrees to:

- 5.1.1. make the Licensed Material available to the Members and Authorised Users for the duration of the Term;
- 5.1.2. ensure the availability of the Licensed Material 99.98% of the time, 24 hours a day, seven days a week (except when routine maintenance is carried out in which case the Publisher shall provide the Members with seven (7) days advance notice of such work and shall carry out the maintenance at a time that causes least inconvenience to Maynooth University, Members and the Authorised Users), and shall restore access to the Licensed Material as soon as possible after any interruption or suspension to the Licensed Material;
- 5.1.3. provide support to Authorised Users by e-mail or by a telephone help desk, and assist Authorised Users with general enquiries and issues in connection with the Licensed Material, including relating to access, use, functionality and content of the Licensed Material, and shall use reasonable endeavours to resolve any such enquiries and issues promptly;
- 5.1.4. use all reasonable efforts to ensure that the relevant server or servers have adequate capacity and bandwidth to support the usage of the Members and their Authorised Users;
- 5.1.5. use all reasonable efforts to ensure that the Licensed Material does not contain any viruses or other computer programming routines which are intended to damage or detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal data and it shall take all reasonable precautions to ensure that no known viruses for which detection and antidote software is generally available are coded or introduced into the Licensed Material;
- 5.1.6. make available to the Members electronic product documentation relating to the Licensed Material which is sufficient to enable Authorised Users to have a full and complete understanding of the workings, operation and functionalities of the Licensed Material, and the Members shall be entitled to copy and distribute such documentation, provided such documentation is copied in full and such copies include an acknowledgement of the Publisher as the licensor of the Licensed Material; and

- 5.1.7. The Publisher reserves the right at any time to withdraw from the Licensed Material any item or part of an item:
- 5.1.7.1. for which it no longer retains the right to publish and for which the Publisher has been unable to secure the provisions as set out in Clauses 9.8 and 9.9; or
 - 5.1.7.2. for which the Publisher has reasonable grounds to believe it infringes copyright or other Intellectual Property Rights or is otherwise defamatory, obscene, unlawful or otherwise objectionable.
- 5.1.8. In the event that the Publisher decides to withdraw any part of the Licensed Material, the Publisher shall give reasonable prior written notice to the Members. If the withdrawn material represents more than five per cent (5%) of the Licensed Material, the Publisher shall promptly refund to the Members on a pro rata basis such part of the Licence Fee as relates to the period after the material is withdrawn, taking into account the amount of material withdrawn and the length of the Initial Subscription Period and any Renewal Period remaining.
- 5.1.9. Where articles by Verified Authors are accepted for publication in Eligible Journals during the Term, the Publisher will grant the Verified Author the option to make article version of record open access as per the terms set out in Schedule 5: Open Access Provision.

6. Responsibilities of the Publisher: Information and Library Management Standards

- 6.1. During the continuance in force of this Agreement, the Publisher shall implement the standards set out in Schedule 3 – Industry Standards and Related Obligations.

7. Responsibilities of the Members

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

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

8. License Fee

- 8.1. The Members will pay the Licence Fee as set out in Schedule 1: Subscription Period and Fee. The Publisher will invoice Maynooth University (acting as agent for the other Members) for the Licence Fee payable either by post or email to the address set out below:

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

Email: irel@mu.ie

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

9. Term and Termination

- 9.1. The Agreement shall commence on the first day of the Initial Subscription Period and shall continue for the Initial Subscription Period. Thereafter, this Agreement may be renewed by the parties for such further period as they may agree to in writing (the "Renewal Period").
- 9.2. Maynooth University (acting as agent on behalf of the Members) may terminate this Agreement without cause by notifying the Publisher, in writing, at least sixty days before the end of the relevant Subscription Year, in which case this Agreement shall terminate upon the expiry of the applicable Subscription Year.
- 9.3. Maynooth University (acting as agent on behalf of the Members) may terminate this Agreement with immediate effect by written notice to the Publisher if the Publisher is in material breach of any obligation under this Agreement and, in the event of a material breach capable of being remedied, fails to remedy the breach within thirty (30) days of receipt of notice in writing of such breach.
- 9.4. A Member's participation in this Agreement may be terminated with immediate effect by the Publisher on written notice if the Member is in material breach of any obligation under this Agreement and, in the event of a material breach capable of being remedied, fails to remedy the breach within thirty (30) days of receipt of notice in writing of such breach.
- 9.5. If a Member's participation in this Agreement is terminated then that Member's further rights and obligations under this Agreement shall cease upon the effective date of such termination, but such termination:
 - 9.5.1. shall not prejudice any rights or liabilities of any party in connection with that Member which may have arisen on or before the effective date of such termination; and
 - 9.5.2. shall have no effect on the continuation in force of the Agreement.
- 9.6. Upon termination of this Agreement (except where a Member's participation in this Agreement is terminated under clause 9.4) the Publisher will provide (at the option of Maynooth University) the Members and Authorised Users with access to and use of the full text of the Licensed Material which was published and paid for within the term of this Agreement and under any preceding agreements (where applicable) between the Publisher and the Members, without charge, by one or more of the following options:

- 9.6.1. continuing online access to archival copies of the same Licensed Material on the Publisher's server; or
 - 9.6.2. by supplying archival copies of the same Licensed Material to the Members in an electronic medium mutually agreed between the parties; or
 - 9.6.3. supplying archival copies of the same Licensed Material to a central archiving facility operated on behalf of the Members or other archival facility; or
 - 9.6.4. granting access to the same Licensed Material through one of the e-journals archiving solutions as listed in Schedule 3 – Industry Standards and Related Obligations.
 - 9.6.5. For the avoidance of doubt, access to and use of archival copies shall be subject to the terms and conditions as set out in Clauses 3 and 4 of this Agreement.
- 9.7. Members are permitted to:
- 9.7.1. mount the archival copies of the Licensed Material supplied by the Publisher in accordance with Clauses 9.6.1 and 9.6.3;
 - 9.7.2. communicate, make available and provide access to such Licensed Material via a Secure Network to Authorised Users in accordance with the terms of this Agreement;
 - 9.7.3. make copies of or re-format the Licensed Material contained in the archival copies supplied by the Publisher in any way to ensure their future preservation and accessibility in accordance with this Agreement;
- 9.8. In the event that ownership of a part or parts of the Licensed Material is sold by the Publisher or otherwise transferred to another publisher, the Publisher will use all reasonable efforts to retain a non-exclusive copy of the volumes published during the term of this Agreement and make them available without charge to Members:
- 9.8.1. through the Publisher's server; or
 - 9.8.2. by supplying such material without charge to Members in accordance with the procedure described in Clause 9.6.
- 9.9. In the event that the Publisher ceases to publish a part or parts of the Licensed Material (including back issues of a title as part of the Licensed Material), the Publisher will:
- 9.9.1. maintain a digital archive of such Licensed Material;

- 9.9.2. make the digital archive available to Members without charge either through the Publisher's server, via a third party server (including e-journals archiving initiatives as listed in Schedule 3 – Industry Standards and Related Obligations) or by supplying the digital archive to Member without charge in accordance with the procedure described in Clause 9.6.
- 9.10. The archival copies supplied in accordance with Clauses 9.6.1 to 9.6.3 will contain all textual content of the Licensed Material but may not contain all links and other features and functionality associated with the online version available via the Publisher's server. Access and use of such copies will be free of charge.
- 9.11. On termination of this Agreement by Maynooth University due to a material breach by the Publisher, the Publisher will promptly reimburse Maynooth University such proportion of the Licence Fee as relates to period after termination of the Agreement on a pro rata basis.
- 9.12. Upon termination of this Agreement, copies of parts of the Licensed Material made by Members or Authorised Users may be retained. Such copies may be used after termination of this Agreement subject to the terms of Clauses 3 and 4 of this Agreement, which terms shall survive any termination of this Agreement.

9.13. Acknowledgement and Protection of Intellectual Property Rights

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

10. Representation, Warranties And Indemnification

- 10.1. The Publisher warrants to the Members that the Licensed Material and all Intellectual Property Rights therein are owned by or licensed to the Publisher and that the Licensed Material used as contemplated in this Agreement shall not infringe any Intellectual Property Rights or other rights of any natural or legal person. The Publisher agrees that the Members shall have no liability and the Publisher will indemnify, defend and hold the Members harmless against any and all damages, liabilities, claims, causes of action, legal fees and costs incurred by any Member in defending against any third party claim of Intellectual Property Rights infringements or threats of claims thereof with respect to the Member's or its Authorised Users' use of the Licensed Material, provided that:
 - 10.1.1. the use of the Licensed Material has been in full compliance with the terms and conditions of this Agreement;
 - 10.1.2. the Member provides the Publisher with prompt notice of any such claim or threat of claim;
 - 10.1.3. the Member co-operates fully with the Publisher in the defence or settlement of such claim; and
 - 10.1.4. the Publisher has sole and complete control over the defence or settlement of such claim.
- 10.2. The Publisher reserves the right to change the content of all or any part of the Licensed Material (including removal of an entire journal on ceasing to have the right to publish), presentation, user facilities or availability of parts of the Licensed Material and to make changes in any software used to make the Licensed Material available at their sole discretion. The Publisher will give six months' notice to the Members of any substantial change to the Licensed Material.
- 10.3. Each Member agrees to notify the Publisher immediately and to provide all information available in the event that it becomes aware of any actual or threatened claims by any third party in connection with any works contained in the Licensed Material and it shall do all things reasonably required to assist the Publisher in such claims, and such Member shall be reimbursed on demand for all expenses incurred in doing so. It is expressly agreed that upon such notification, or if the Publisher becomes aware of such a claim from other sources, the Publisher may remove such work(s) from the Licensed

Material. Failure to report knowledge of any actual or threatened claim by any third party shall be deemed a material breach of this Agreement.

- 10.4. Nothing in this Agreement shall make any Member liable for breach of the terms of this Agreement by any Authorised User provided that it did not cause, knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred.
- 10.5. Each Member shall have several liability under and in connection with this Agreement.
- 10.6. Subject to Clause 11.7 or liability for any intellectual property claims, each party's liability for any claim whether in contract, tort (including for negligence or breach of statutory duty howsoever arising), restitution or otherwise, for any loss or damage, arising out of or in connection with this Agreement shall be limited to an amount equal to the total Licence Fee paid and payable under this Agreement during the twelve (12) months immediately preceding the date on which the claim arose in respect of any event or series of connected events provided always that no party shall be liable for:
 - 10.6.1. any special, indirect, incidental, punitive or consequential damages;
 - 10.6.2. loss of direct or indirect profits, business, contracts, revenue or anticipated savings; or
 - 10.6.3. any increased costs or expenses.
- 10.7. No party limits its liability for:
 - 10.7.1. death or personal injury to the extent it results from its negligence, or that of its employees or agents in the course of their engagement; or
 - 10.7.2. its own fraud or that of its employees or agents in the course of their engagement.
- 10.8. Save as expressly set out in this Agreement, all other warranties, conditions, representations, statements, terms and provisions, whether express or implied by statute, common law, course of dealings or otherwise, are hereby excluded to the greatest extent permitted by applicable law.

11. Force Majeure

- 11.1. A party's failure to perform any term or condition of this Agreement as result of circumstances beyond the control of the relevant party (including without limitation, war, strikes, flood, governmental restrictions, and power, telecommunications or Internet failures or damages to or destruction of any network facilities) ("Force Majeure") shall not be deemed to be, or to give rise to, a breach of this Agreement.
- 11.2. If a party to this Agreement is prevented or delayed in the performance of any of its obligations under this Agreement by Force Majeure and if such party gives written notice thereof to the other party specifying the matters constituting Force Majeure together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue, then the party in question shall be excused the performance or the punctual performance as the case may be as from the date of such notice for so long as such cause of prevention or delay shall continue.

12. Assignment

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

13. Governing Law and Jurisdiction

- 13.1.1. In the interpretation of this Agreement, if any Party (the "*Initiating Party*") wishes to take proceedings against another Party (the "*Defending Party*"), the Initiating Party agrees to do so under the Laws and through the Courts of the Defending Party's home jurisdiction.

14. Dispute Resolution

- 14.1. If any dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it ("Dispute"), the parties shall first attempt to settle it by negotiation. To this end they shall use their respective reasonable endeavours to consult or negotiate with each other in good faith, and recognising their mutual interests, attempt to reach a just and equitable settlement satisfactory to both parties. Negotiations shall be conducted between the Managing Director (or equivalent position) of the Publisher, or its nominated representative, and the current Director of the Consortium, or their nominated representative.
- 14.2. If the dispute cannot be resolved by the parties within one month of being escalated as referred to in Clause 15.1, the dispute may by agreement between the parties be referred to a neutral adviser or mediator (the "*Mediator*") chosen by agreement between the parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the parties in any further proceedings.
- 14.3. Where the parties agree that a Dispute would best be resolved by the decision of an independent expert, they will use reasonable efforts to agree upon the nature of the expert required, on the appointment of the expert and, with the expert, the terms of his appointment.
- 14.4. Any person to whom a reference is made under Clause 15.3 shall act as expert and not as an arbitrator and his decision (which shall be given by the expert in writing and shall state the reasons for the decision) shall be final and binding on the parties except in the case of manifest error or fraud.
- 14.5. Each party shall provide such expert with such information and documentation as the expert may reasonably require for the purposes of forming his or her decision.
- 14.6. The costs of the expert shall be borne by the parties in such proportions as the expert may determine to be fair and reasonable in all circumstances or, if no determination is made by the expert, by the parties in equal proportions.

14.7. Subject to Clause 15.1, except where urgent interim measures are sought, and 15.4, nothing in this Clause 15 shall prevent either party commencing or continuing court proceedings in relation to the Dispute under Clause 14.

15. Notices

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

if to the Publisher:

Name of recipient	Care/of Susan King Executive Director
Postal address	Rockefeller University Press 950 Third Avenue, 2nd Floor New York, NY 10022 United States of America
Email address	sking01@rockefeller.edu

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

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

16. General

- 16.1. This Agreement and its Schedules and Annexes constitute the entire agreement between the parties relating to the Licensed Material and supersede all prior communications, understandings and agreements (whether written or oral) relating to its subject matter and may not be amended or modified except by agreement of both parties in writing.
- 16.2. Termination or expiry of this Agreement shall not affect any party's accrued rights or liabilities or affect the coming into force of any provision which is expressly or intended by implication to come into or continue in force on or after expiration or termination.
- 16.3. The Schedules and Annexes shall have the same force and effect as if expressly set in the body of this Agreement and any reference to this Agreement shall include the Schedules and Annexes.
- 16.4. The invalidity or unenforceability of any provision of this Agreement shall not affect the continuation in force of the remainder of this Agreement.
- 16.5. If the whole or any part of a provision of this Agreement is or becomes illegal, invalid or unenforceable under the law of any jurisdiction, that shall not affect the legality, validity or enforceability under the law of that jurisdiction of the remainder of the provision in question or any other provision of this Agreement and the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
- 16.6. This Agreement is not intended to, and does not, create, a partnership or the relationship of principal and agent or any contract of employment or other legal relationship between any of the parties.
- 16.7. This Agreement may be executed in original counterparts and all the counterparts together constitute the same document. This Agreement shall not be effective until each party has executed and delivered at least one original counterpart.
- 16.8. The rights of the parties arising under this Agreement shall not be waived except in writing. Any waiver of any of a party's rights under this Agreement or of any breach of this Agreement by the other party shall not be construed as a waiver of any other rights or of any other or further breach. Failure by either party to exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

Schedule 1: Subscription Period and Fee

1. The agreed Initial Subscription Period is:

1 January 2022 to 31 December 2024

2. The Licence Fee for the Initial Subscription Period is:

Subscription Year 1: 1 January to 31 December, 2022, \$ 23,854 USD (exclusive of VAT)

Subscription Year 2: 1 January to 31 December, 2023, \$ 24,572 USD(exclusive of VAT)

Subscription Year 3: 1 January to 31 December, 2024, \$ 25,308 USD (exclusive of VAT)

Such Licence Fee shall fall due and payable by Maynooth University, as agent on behalf of the Members, within 60 days of receipt by Maynooth University of the Publisher's invoice. The Licence Fee is shown exclusive of VAT.

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

Schedule 2: Licensed Material

The Material consists of the following:

All content published in the following, with unlimited Open Access publishing:

Journal of Cell Biology Online ISSN 1540-8140

Journal of Experimental Medicine Online ISSN 1540-9538

Journal of General Physiology Online ISSN 1540-7748

Schedule 3: Industry Standards and Related Obligations

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

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

1. provide Maynooth University with usage statistics compliant with the most recent release of the COUNTER Code of Practice (www.projectcounter.org), organised by month,
2. implement the Standardized Usage Statistics Harvesting Initiative (SUSHI) protocol (www.niso.org/workrooms/sushi);
3. archive the Licensed Material to ensure that it is preserved for future scholarship in of the following archiving solution(s):
 - Portico
 - Clockss
 - Lockss
4. subject to Schedule 3.3 and the provisions of Clause 9, provide the means for Members to continue to access the Licensed Material via an archiving service for use only in the event that the Publisher ceases trading, and inform Members where the Licensed Material has been archived, and provide Members with sufficient authority and information to enable Members to access such Licensed Material;
5. use all reasonable efforts to meet the W3C standards (www.w3.org/WAI/Resources/#in) to ensure that the Licensed Material is accessible to all Authorised Users;
6. use all reasonable efforts to meet the Open URL Standard (<https://www.oclc.org/research/activities/registry.html>) to ensure that Authorised Users can search for and find the Licensed Material;
7. use all reasonable efforts to keep to the Code of Practice of Project Transfer (<http://www.niso.org/standards-committees/transfer>) to ensure that journal content remains easily accessible by the Members and its Authorised Users when there is a transfer of material between parties, and to ensure that the transfer process occurs with minimum disruption;
8. provide link-resolver vendors and other library systems suppliers quarterly with full details of the Licensed Material in accordance with the most current KBART standard (<http://www.uksg.org/kbart/s5/guidelines>); and also with related data of (i) the first

- and final year, volume, and issue and (ii) the algorithm or syntax for constructing an article-level link from an article's metadata within the Licensed Material;
9. provide relevant information to third party discovery tools (such as Scopus, Summon), in accordance with NISO recommendations (<https://www.niso.org/publications/rp-19-2020-odi>); and
 10. openly accessible data on citations must be made available according to the standards set out by the Initiative for Open Citations (I4OC - <https://i4oc.org/>)
 11. meet any other reasonable standards that are generally agreed for adoption amongst the Members during the term of this Agreement.
 12. The Publisher shall provide Maynooth University with:
 - 12.1. the digital object identifier (DOI) relating to the Licensed Material, at the title, journal, and article, and chapter levels promptly following the commencement of the Initial Subscription Period, and
 - 12.2. any updates or amendments thereto, at least once every three months thereafter (and otherwise promptly on request by any Maynooth University).
 13. The Publisher shall during the continuance in force of this Agreement collect, and promptly provide Maynooth University with, all other statistics and other information reasonably requested by the Maynooth University in relation to the activities of Authorised Users in connection with the Licensed Material.

Schedule 4: Consortium Members

4. Dublin City University
5. National University of Ireland Galway
6. Maynooth University
7. Trinity College Dublin
8. University College Cork
9. University College Dublin
10. University of Limerick
11. Royal College of Surgeons in Ireland
12. Technological University Dublin

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

13. Higher Education Authority
14. Science Foundation Ireland

Schedule 5: Open Access Provision

Definitions

Open Access Article	An Eligible Article published with either a Creative Commons Attribution license CC-BY (https://creativecommons.org/licenses/by/4.0/) or a CC-BY NC-ND license (https://creativecommons.org/licenses/by/4.0/), granting the Publisher non-exclusive right of use. Authors of Open Access Articles retain copyright to the article.
Eligible Article	An article accepted for publication in an Eligible Journal during the Term that is of an Eligible Article Type by an Eligible Author.
Eligible Article Types	The following article types: Article, Brief Definitive Report, Communication, Hypothesis, Methods and Approaches, Report, Technical Advances and Resources, and Tools.
Eligible Author	A corresponding author who asserts affiliation to a Member institution.
Verified Author	An Eligible Author who has been verified by a Member as a current staff member or student of the Member at the time of acceptance for publication.
Eligible Journals	Journals eligible for open access publication under the agreement, as listed in Schedule 2.

1. OA allocation
 - 1.1. Verified Authors may publish an unlimited number of Open Access Articles under the terms of this Agreement.
2. Open Access Publishing
 - 2.1. Verified Authors of Eligible Articles shall be invited to publish the article open access without additional charges.
 - 2.2. The Publisher will not charge Verified Authors, or Maynooth University or the Members service fees (e.g. colour-in-print, reprints, posters).
 - 2.3. The Publisher shall label OA articles as funded by IReL. The Acknowledgements' section of the OA Article in the version of record shall state the following "Open access funding provided by Irish Research eLibrary"

and the article metadata should include the Funder Registry identifier for IReL: <http://dx.doi.org/10.13039/100018998>

- 2.4. The Publisher will deliver article metadata including open access license information to CrossRef and other relevant third parties.
 - 2.5. The Publisher will deliver structured metadata to Members' institutional repositories for articles published as part of the agreement.
 - 2.6. The Publisher will make all published Open Access Articles available to anyone on its website at all times.
 - 2.7. The Publisher will promptly notify Maynooth University of any changes to the list of Eligible Journals.
 - 2.8. Editorial Independence. Maynooth University and the Members acknowledge that the selection of material to be published in the Eligible Journals is entirely at the discretion of the Publisher and the editors of the Eligible Journals.
 - 2.9. 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.
3. Identification of authors and workflow
- 3.1. The Publisher will clearly indicate the availability and terms of the Agreement's provision for open access publishing to Eligible Authors both within their author-facing submission and publication workflows and on their website.
 - 3.2. The Publisher will identify Eligible Authors through at least one of the following parameters:
 - Members' IP ranges specified;
 - Members' e-mail domains;
 - persistent identifiers, such as Ringgold, ORCID or other recognized institutional identifiers as provided by the Eligible Author;
 - affiliation as asserted by the Eligible Author during the submission/publication process or in the article manuscript
 - 3.3. The Publisher will ensure that any changes to the Eligible Author's affiliation details (from submission to acceptance) are updated.
 - 3.4. The Publisher will make open access publishing with a CC-BY license the default option offered to Eligible Authors.
 - 3.5. The Publisher will enable Eligible Authors to opt-out of publishing open access.

3.6. Upon acceptance of articles by Eligible Authors for publication, the Publisher shall send an email notification to the relevant Member to determine if the Eligible Author is a Verified Author. The request shall provide the following details:

- Name and email address of the Eligible Author
- Full name of Author's affiliation(s)
- Date of acceptance
- Journal Title
- article title
- DOI

The Member shall respond within a reasonable period.

3.7. If a corresponding author is not identified as an Eligible Author due to error/omission of the Publisher, a Member or the author, and an article is accepted for publication during the Term and published subscription (i.e. not open access), the Publisher agrees to convert the article to open access in conformity with this Agreement.

4. Annual Account performance reports

4.1. The Publisher will report annually on:

- 4.1.1. the Publisher's journals that have flipped during the year from/to a subscription model to/from an open access model, including hybrid model,
- 4.1.2. the Publisher's journals that do or do not have Plan S Transformative Journal Status (<https://www.coalition-s.org/addendum-to-the-coalition-s-guidance-on-the-implementation-of-plan-s/>),
- 4.1.3. the proportion of articles published open access in each of the Publisher's journals.

4.2. The Publisher shall provide annual reports during the Term on Eligible Articles:

- 4.2.1. published in conformity with this Agreement;
- 4.2.2. published open access but not in conformity with this Agreement (e.g. author paid the APC or the Publisher waived APC);
- 4.2.3. published subscription (not open access) during the Term.

The annual reports shall cover the previous calendar year and shall be delivered in the first quarter of the following year. 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)
- DOI
- Name and email address of the corresponding author, including their ORCID if available
- Corresponding author's institution
- Date of acceptance
- Funding organisation
- Article status (open access, subscription)
- APC (if paid outside of the deal)

In Witness the hands of the above parties on the date first above written:

SIGNED by:	<i>Susan King</i>
Name:	Susan King
Position:	Executive Director
Date:	February 17th 2022
for and on behalf of:	Rockefeller University Press

SIGNED by:	<i>S. Reilly</i>
Name:	Susan Reilly
Position:	IReL Director
Date:	24 February 2022
for and on behalf of:	National University of Ireland Maynooth, Maynooth University