



Association for
Computing Machinery

Advancing Computing as a Science & Profession

Client # 6632459

31 January, 2023
2023-2025 ACM Digital Library Tiered-Band
Open Access Model Agreement Terms and Conditions

This Agreement (the "Agreement") is made between

Association for Computing Machinery, with its principal offices at 1601 Broadway, New York, NY 10019, USA ("ACM"),

And

IReL, with its offices at Maynooth University Library, Maynooth, C. Kildare W23 VP22, Ireland (the "Consortium"), on behalf of the institutions detailed in Schedule C of this Agreement, (each individually as the "University" and collectively as the "Universities").



I. INTENT

By entering into this Agreement, the Universities and ACM seek a new type of agreement intended to facilitate a transition to open access publishing and transform the way that research is published, disseminated, and accessed. Specifically, through this Agreement, the parties will cooperate in a new type of agreement which will facilitate open access publishing for Affiliated Corresponding Authors by allowing them to publish accepted Eligible Articles in ACM's peer-reviewed scholarly publications on an Open Access basis with no fee charged to them while also offering them the option to retain copyright in their work.

Additionally, this Agreement aims to contribute to the advancement of open access publishing by aspiring to lead ACM to transition their entire portfolio of peer-reviewed scholarly publications to a fully open access model on a going forward basis.

This Agreement shall also provide Authorized Users with access and perpetual rights to the contents of the ACM Digital Library in accordance with the terms listed in Section 4, Article 1 below.

Through our participation, both the Universities and ACM commit to a joint process to implement and oversee the program, and to co-operate and address issues that may arise during the course of the Agreement term.

II. DEFINITIONS

1. **Authorized Users.** The following categories of users of the Licensed Materials are recognized as Authorized Users: persons affiliated with the University as students, faculty, registered users or employees, and persons physically present in the University's campus facilities.
2. **Affiliated Author(s).** Authors who correctly list themselves as affiliated with the University during the article submission process. Authors shall be deemed affiliated with the University if the email address they provide to ACM during the article submission process is part of the list of domain names provided by the University or shall be identified through other means as agreed between the University and ACM.
3. **Corresponding Author(s).** Authors who are either sole authors or co-authors of articles accepted by ACM for publication, who are designated by their co-authors to serve as the corresponding author for the accepted article. A corresponding author has the authority to represent their co-authors in all publication related matters with ACM and is responsible for the completion of the ACM rights assignment process.
4. **Affiliated Corresponding Authors.** Affiliated Authors who are Corresponding Authors.
5. **Eligible Author.** A corresponding author who asserts affiliation to a Member institution.
6. **Eligible Articles.** Articles in the ACM Digital Library designated as research articles by ACM at time of publication, including articles commonly referred to as research articles, review articles and conference or proceedings papers, and any other article types in the Licensed Materials for which ACM would otherwise charge an Article Processing Charge (APC) during the term of this Agreement. ACM further agrees to supply a mapping document of publisher taxonomy terms for article types to the JATS standard terms
7. **Licensed Materials.** The complete contents of the ACM Digital Library (DL), including ACM's entire publication portfolio of journals, magazines, conference proceedings, newsletters, websites, and multimedia files, whose contents are listed at https://dl.acm.org/contents_dl.cfm, and the additional content made available to University as enumerated in Section 4, Article 1. This Agreement excludes ACM Books.

III. OPEN ACCESS TERMS (PUBLISHING TERMS)

1. ACM grants to all Affiliated Corresponding Authors the ability to publish their accepted Eligible Articles with ACM on an Open Access basis with no fee charged to them as from the initial publication date of their article



in the ACM Digital Library in perpetuity. The Publisher will not charge Affiliated Authors, or Maynooth University or the Members' service fees for articles published under this Agreement.

2. Eligible Articles by Affiliated Corresponding Authors shall be eligible for open access publication under these terms if they are published on or after the Agreement Effective Date or accepted for publication prior to the Agreement's Termination Date.
3. ACM shall provide all Affiliated Corresponding Authors with the option to select one of the three rights assignment options of their choice; the traditional ACM Copyright transfers where ACM holds the rights to the paper; or the ACM License option where all individual co-authors of the published article to retain the copyright to their article and provide ACM with an exclusive license to publish their article; or the ACM Permission Release option which provides ACM with a non-exclusive license to publish their article, and allows the authors to make their published article shareable via the use of a Creative Commons license, with CC-BY as the default option. The Affiliated Corresponding Author shall determine which of the above options best meets the authors' rights-related needs.

ACM shall provide all Affiliated Corresponding Authors with the option to retain the copyright in their articles, including on behalf of all co-authors.

4. 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, with the consent of both the author and the Member. This may be achieved by either:
 - a) following a request from an Eligible Author to have their converted, or
 - b) following receipt of an annual report (as per Schedule 7), the Members will identify Eligible Articles which have not been published open access, and where the Eligible Author has not already explicitly declined an invitation to publish open access under the Agreement. The Members will verify the author's eligibility. The Consortium will then forward details of articles they wish to be converted to the publisher, who will invite the author to apply an open access license to their article. Within eight weeks after the receipt of such a request, the Publisher will respond to the Consortium with an updated report detailing which articles have been converted to open access following the invitation, and articles where the author has declined or failed to respond to the invitation.
5. ACM shall deposit copies, on a going forward basis for the term of this Agreement, of all Eligible Articles authored by Affiliated Authors, with associated metadata, into the University's open repository for open dissemination. Such deposits shall include all Affiliated-Authored Eligible Articles, even if the author is not the Corresponding Author. When the article has been published on an open access basis, the deposit shall be of the final published version; when the article has been published on a subscription basis, the deposit shall be of the final accepted manuscript.
6. Open Access Reporting. ACM commits to providing data sufficient to assess the outcomes of the Tiered Band Open Access Model on an annual basis, and to a collaborative process for analyzing the data. Data is normalized by an external vendor, and we further agree to request the vendor to prioritize such data normalization for IReL such that this data will be sent to IReL as closely as possible to the beginning of April in each year. Specifically, by **April 1 of 2024, 2025, and 2026**, ACM will provide the following information about the **2023, 2024, and 2025** years, including both annual and cumulative data:
 - i. the number of Open Access Articles published by ACM where the corresponding or non-corresponding author is affiliated with the University.
 - ii. details of all the Open Access Articles in the material by the Affiliated Author such as title, author name and DOI including funder information.

By institution and for all institutions:



- a) Adoption by institutions: number of institutions that have signed on to the program, by tiered band.
- b) Progress towards reducing costs Tier 10 institutions according to the schedule laid out by ACM (schedule B).
- c) Open licensing: what sort of author copyright licenses have been selected, in what number and proportion.
- d) Copyright retention: number of authors who have chosen to retain copyright and number who have chosen to grant copyright to ACM.
- e) Volume of OA: Proportion of OA articles overall and from universities involved in the program.
- f) Impact of the program on ACM's business and financial conditions: including number of deals closed, value of said deals, impact of the program on ACM revenues, increase or decline in ACM revenues overall, and a confidential report of cancellations received and their financial impact.
- g) Impact of the program on participating campus publishing volume: publishing output by universities in the program, including Affiliated Corresponding Authors as well as all Affiliated Authors.
- h) ACM will use its best endeavors to provide any other metrics and metadata as identified by the Consortium and agreed upon between the Consortium and ACM.
- i) In addition, ACM shall provide annual reports on all articles editorially accepted for publication which are written by Eligible Authors and are either: published in conformity with this Agreement; and published open access but not in conformity with this Agreement (e.g. author paid the APC or the Publisher waived APC); and 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.
- j) The report shall be provided both in machine readable form in a structured format as comma separated value file format (csv) and in human readable format. For each article the Publisher will provide the metadata fields it has indicated it can provide in Appendix 1: publication reporting metadata. During the Term the Publisher will make reasonable efforts to enhance its annual reporting to provide all of IReL's metadata requirements as listed in Appendix 1: publication reporting metadata.

At least once per year following the release of this data, program participants will be provided the opportunity to participate in a conference call regarding the data. ACM will make reasonable efforts to address reasonable requests to adjust or extend the type of data gathered.

7. Commitment to Open Access Transition. ACM represents in relation to this Tiered-Band Open Access Model Agreement Period that their strategic plan is to transition their entire portfolio of peer-reviewed scholarly publications to a fully open access model, as is acknowledged in Schedule B. Specifically, ACM represents that the Tiered-Band Open Access model, with its foundation in "hybrid" open access – where some articles are paywalled and others published open access – is a temporary and transitional business model whose aim is to provide a mechanism to shift over time to full open access publication for all ACM journals. The full transition is expected to occur, depending on adoption of the Tiered-Band Open Access model by universities, within an estimated time period of 5-7 years. ACM commits to informing the University of progress towards this longer-term aim on an annual basis, and to adjusting Tiered-Band Open Access terms based on its progress towards full open access. It is understood that in the early years of the Open Access Transition, there are likely to be additional surpluses generated by the new Tiered-Band Open Access Model.
8. Both parties agree to work together during the Term to regularly review the performance of this Agreement's OA publishing provision, to make reasonable efforts to identify and implement improvements, and to promptly troubleshoot any issues as they arise.

IV. READ AND PERPETUAL ACCESS TERMS

1. This Agreement grants all Authorized Users online access to and use of the following ACM content (together, the Licensed Materials):
 - a. Online access to the complete contents of the ACM Digital Library (DL), including ACM's entire publication portfolio of journals, magazines, conference proceedings, newsletters, websites, and multimedia files. Access to the ACM Books Collections (<https://dl.acm.org/acmbooks>) is not included



in this Agreement but is available for purchase via separate agreement. An up-to-date list of the contents of the ACM Digital Library is posted at <https://dl.acm.org/about/content>. ACM agree to notify IReL of any changes to our list as they happen.

- b. Online access to all ACM Affiliated Publications, including approximately 70 journals, proceedings, and bulletins during the term of this Agreement.
 - c. Online access to the ACM Guide to Computing Literature, ACM's bibliographic database and abstracting & indexing service, which is integrated into the ACM Digital Library platform.
 - d. Historical Archive. ACM shall provide complimentary access to the complete archive of all ACM Publications dating back to each publication's first issue or volume.
 - e. Perpetual Access Rights. Each University shall have perpetual access rights to all content in the ACM Digital Library published during the term of this Agreement as well as all ACM DL and other ACM content subscribed to by each University in previous Agreements ("Perpetual Access Content").
2. License. ACM grants to each University and its Authorized Users the non-exclusive right to search, browse, view, print, copy, and download the Licensed Materials for research, teaching, private study, and other non-commercial purposes. University and Authorized Users may not redistribute or make available access to the Licensed Materials for any commercial purposes unless approved by ACM in writing. The Licensed Materials shall not be made available to anyone who is not an Authorized User except as provided for elsewhere in this Agreement.
 3. Access. Global access will be provided to each University based on IP Verification, unless otherwise agreed between the parties. Each University will provide ACM with a complete list of current IP Addresses.
 4. Alterations. Neither the Universities nor any Authorized Users may modify, adapt, transform, translate, or create any derivative work based on any of the materials in the Licensed Materials except as provided for in the licenses governing those materials. Any copyright notices, or other notices appearing in the licensed Materials may not be removed, obscured, or modified in any way. All rights, title, and interest in the contents of the Licensed Materials are the recognized property of the respective copyright holders and no ownership rights, title, or interest are transferred to the University as a part of this Agreement.
 5. Redistribution. The Universities and Authorized Users may not republish individual articles contained within the Licensed Materials or post them on other servers, or redistribute them to lists, except in accordance with the license terms under which the articles are published. No wholesale duplication of all or substantial sections of the Licensed Materials is permitted under the terms of this Agreement, except to provide for the text and data mining access outlined in Section 4, Article 6. Furthermore, ACM reserves the right to suspend or terminate this Agreement in accordance with the Term and Termination clause below if systematic downloading of the Licensed Materials is discovered. Notwithstanding the foregoing, University is afforded text and data mining rights outlined in Section 4, Article 6.
 6. Computational Access. Authorized Users may use the Licensed Materials to perform and engage in text and/or data mining activities for academic research, scholarship, and other educational purposes and may utilize and share the results of text and/or data mining ("TDM output") with research collaborators, and in their scholarly work and make the results available for use by others, so long as the purpose is not to create a product for use by third parties that would substitute for the Licensed Materials. Authorized users may include TDM Output as part of original works of scholarship, e.g. articles that describe, analyze, and interpret research, presentations at academic conferences, and inclusion in an academic thesis.

ACM will cooperate with University and Authorized Users as reasonably necessary in making the Licensed Materials available in a manner and form most useful to the Authorized Users for computational access. ACM shall provide this access without any additional fees. University and Authorized Users shall be able to conduct TDM by An API provided by Vendor or a mutually agreed third-party provider.

In all cases where Licensed Materials offers both HTML/XML and PDF versions of the Licensed Materials, both versions shall be accessible for TDM.



The Licensed Materials provided for TDM shall be provided in such a manner as to be useful to Authorized Users. For example, there will be no rate or volume limits placed on TDM by ACM unless there has been evidence of disruption of ACM's normal services, and any such limits shall be communicated to University in advance of taking effect.

Uses of TDM Output: It is mutually understood that Licensed Materials and "TDM Output" (the result of any Text and Data Mining activity or operation, capable of fixation, reproduction and/or communication in any form) provided or generated under this Agreement may be retained by Authorized Users throughout the full lifecycle of the TDM project, including for publication, and as necessary for replication and validation of research results.

7. **Scholarly Sharing.** Authorized Users may transmit to a third-party colleague in hard copy or electronically, minimal, insubstantial amounts of the Licensed Materials for personal use or scholarly, educational, or scientific research or professional use but in no case for re-sale. In addition, Authorized Users have the right to use, with appropriate credit, figures, tables and brief excerpts from the Licensed Materials in the Authorized User's own scientific, scholarly and educational works. University and Authorized Users may use metadata and abstracts in lists of publications on faculty and institutional web pages.
8. **Authors' Rights to Use Their Own Work.** Notwithstanding any terms or conditions to the contrary in any author agreement between Authors and ACM and rights granted to all ACM authors in Section 2.5 of ACM's Copyright Policy, see <https://www.acm.org/publications/policies/copyright-policy>, the following rights will be retained by Affiliated Authors:

All Affiliated Authors whose work ("Content") is accepted for publication within the Licensed Materials on an open access basis shall retain the non-exclusive, irrevocable, royalty-free right to use their Content for scholarly and educational purposes, including self-archiving or depositing the Published Version of Record (VoR) of the Content in institutional, subject-based, national or other repositories or archives (including the author's own web pages or departmental servers), in non-commercial repositories and to comply with all grant or institutional requirements associated with the Content.

Affiliated Authors whose work ("Content") is accepted for publication within the Licensed Materials and whose articles have not been published on an open access basis shall retain the non-exclusive, irrevocable, royalty-free right to use their Content for scholarly and educational purposes, including self-archiving or depositing the Accepted Manuscript Version (AM), but not the Published Version of Record (VoR) of the Content in institutional, subject-based, national or other repositories or archives (including the author's own web pages or departmental servers), in non-commercial repositories and to comply with all grant or institutional requirements associated with the Content.

For the avoidance of doubt, it is the intent of the parties to this agreement that Affiliated Authors are beneficiaries of this provision of the Agreement.

9. **Inter-Library Loans.** Facsimile images that are exact representations of the print pages or of printouts from the electronic database may be provided for interlibrary loan in accordance with Section 108 of the U.S. Copyright Act. Requests may be fulfilled using electronic, paper, or intermediated means and distributed in paper, fax, or digital form.
10. **Course Reserves.** Libraries may include copies of digital content from the Licensed Materials in local electronic course reserve systems limited to use of Authorized Users of current classes.
11. **No Diminution of Rights.** Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall be interpreted to diminish the rights and privileges of each University or Authorized Users with respect to any of the Licensed Materials, including exceptions or limitations to the exclusive rights of copyright owners, such as fair use, under 17 U.S.C. §107. Use of content within the Licensed Materials that is made available under a Creative Commons or other open license shall be governed by the provisions of that license.
12. **Post-Cancellation Perpetual Access.** Upon termination of this Agreement, and upon written request from the



University, ACM will provide the University and its Authorized Users with access to the full text of the Perpetual Access Content as granted under Section 4(1)(e) either through the ACM DL platform (<http://dl.acm.org>) or by engaging the services of third-party trusted archives (such as Portico) and/or participating in collaborative archiving endeavors to exercise its perpetual use rights. Universities requesting Post-Cancellation Access (PCA) services agrees to provide ACM with a complete list of current IP Addresses registered for its institution at the time subscription access is terminated and PCA services are activated, and may be changed or updated by the University from time to time. The full text of the electronic files may not be resold at any time; this remains in effect in perpetuity. Continuing post cancellation access is subject to the terms and conditions of use in this Agreement. ACM shall also provide to the University upon request, or the University may create, one (1) copy of the entire set of Perpetual Access Content to be maintained as an archival copy. The archival copy from ACM shall be provided without any Digital Rights Management (DRM) in a mutually agreeable medium suitable to the content, and any fees for provision of copies will be on a time and materials basis only. In the event ACM discontinues or suspends selling or licensing the materials licensed under this Agreement, the University may use such archives of the Perpetual Access Content under the same terms as this Agreement. If the University has a backup copy of the materials licensed under this Agreement the backup copy may be used as an archival copy.

13. **Quality of Service.** ACM shall use commercially reasonable efforts to ensure that the ACM's server or servers have sufficient capacity and rate of connectivity to provide each University and its Authorized Users with a quality of service comparable to current standards in the on-line information provision industry in the University's locale. ACM shall use reasonable efforts to provide continuous service seven (7) days a week with an average of 98% up-time per month. The 2% down-time includes periodic unavailability due to server maintenance; software installation or testing; loading or making available additional materials licensed under this Agreement as they become available; and unavailability because of service or equipment failure outside the control of ACM (including problems with public or private telecommunications services, or Internet nodes or facilities). ACM may schedule brief unavailability periods, but shall do so only where (1) it has given at least forty-eight (48) hour notice to the Universities, and (2) in ways and at times that minimize inconvenience to the Universities and their Authorized Users, regardless of when notice has been given.
14. **Accessibility Requirements.** ACM warrants that the materials licensed under this Agreement comply with governmental disabilities laws and regulations, and conform to the accessibility requirements of Web Accessibility Initiative, Web Content Accessibility Guidelines (WCAG) 2.0 at level AA. ACM agrees to promptly respond to and resolve any complaint regarding accessibility of materials licensed under this Agreement.

V. TERM AND TERMINATION

1. **Term.** The term of this Agreement shall be three (3) years, commencing on **30 January, 2023** (the Effective Date) and extending through **31 December 2025**.
2. **Early Termination for Financial Hardship.** If sufficient funds are not provided, allocated, or allotted in future budgets of a University for library acquisitions to permit the University, in the exercise of its reasonable administrative discretion, to continue this Agreement, the University may upon demonstration of the same via appropriate documentation, elect to renegotiate or cancel its participation in this Agreement beginning on January 1st of such subsequent year without further duty or obligation, provided that ACM is notified by November 1st of the preceding year of such cancellation or renegotiation. The University shall be required to provide substantive proof that library budgets have been reduced by a minimum of 5% in order for this Early Termination clause to be valid.
3. In the event of termination or expiration, financial obligations under this Agreement shall survive the termination of this Agreement through the end of the calendar year currently in force only, and ACM will honor the open access program terms for Affiliated Corresponding Authors whose articles are accepted for publication through the end of that calendar year. The University will not be entitled to any refund or prorated portion of the current year's Licensing Fees.
4. **Termination for Breach.** If either party believes that the other has materially breached any obligations under



this Agreement, such party shall so notify the breaching party in writing. The breaching party shall have sixty (60) days from the receipt of notice to use all reasonable means to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the sixty (60) day period, the non-breaching party shall have the right to terminate the Agreement without further notice. If this Agreement ends for breach, ACM may terminate access to the Licensed Materials subject to Section 4, Article 12. Authorized copies of the Licensed Materials made by Authorized Users may be retained for educational, research and scholarly purposes and used subject to the terms of this Agreement.

VI. FEES

1. The 2022-2024 Tiered-Band Open Access Agreement fee **shall be \$117,500 the first year (2023), \$129,000 the second year (2024), and \$141,500 the third year (2025)**. These fees are ACM's publicly accessible Tiered-Band Open Access Agreement Publish + Read Licensing Tier-based Fee structure, as stated on Schedule A below. Payment will be delivered by the University within net 30 days of receipt of an invoice from ACM.
2. In addition to reporting requirement in Section 3, Article 6 above, ACM commits to collaborative conversations during the period of the program regarding how fees from the program have been directed, and more broadly, how future fees can be set to extend this effort to make transparent how library-based payments are directed within ACM's organization.

VII. GENERAL TERMS

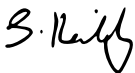
1. User privacy. ACM undertakes to comply with the NISO Consensus Principles on Users' Digital Privacy in Library, Publisher, and Software-Provider Systems (NISO Privacy Principles), <https://www.niso.org/publications/privacy-principles>. As a minimum, ACM shall not provide University's personally identifiable information in any form to any third party without the University's written authorization, unless the third party owns rights in the Licensed Materials. In all cases, the disclosure of such data shall fully protect the anonymity of individual users and the confidentiality of their searches and will comply with all applicable privacy laws. ACM shall not disclose or sell to third-parties usage data or information about the University or its Authorized Users without the University's written permission or as required by law. ACM agrees that no personally identifiable information, including but not limited to log-ins recorded in system logs IP addresses of patrons accessing the system, saved searches, usernames and passwords, will be shared with third parties, except in response to a subpoena, court order, or other legal requirement. If ACM is compelled by law or court order to disclose personally identifiable information of Authorized Users or patterns of use, ACM shall provide the University with adequate prior written notice as soon as is practicable, so that University or Authorized Users may seek protective orders or other remedies. ACM will notify University and Authorized Users as soon as is practicable if ACM's systems are breached and the confidentiality of personally identifiable information is compromised.
2. Governing Law. The terms and conditions of this Agreement are governed by the law of the State of New York of the United States of America, excluding any such laws that might direct the application of the laws of another jurisdiction.
3. Warranties. ACM warrants that it has copyright ownership and/or permission to use all of the materials in the Licensed Materials and to extend the licenses provided herein.
4. Assignment. This Agreement may not be assigned by either party to any other person or organization, nor may either party sub-contract any of its obligations, without the prior written consent of the other party, for which consent shall not be unreasonably withheld.
5. Amendments. All amendments and modifications to this Agreement shall be made in writing and be signed by duly authorized representatives of both parties.



The parties hereby agree to the above terms,
Signatures

On behalf of the

IReL Consortium

Signature 

Print Name Susan Reilly

Title IReL Director

Date 01 February 2023

ACM

Signature 

Print Name Scott Delman

Director of Publications

Title

Date 02 February 2023



Schedule A

The following tier-based pricing schedule shall remain in effect through **December 31, 2025**. Tiering is based on the average article output for each institution from the three most recent complete calendar years.

For the purposes of this Agreement, the University will be treated as collection of institutions with individually assigned tiers, which are based on the average articles published annually from **2019-2021**. During the term of this Agreement, each University shall remain at the below mentioned tiers and pricing shall be frozen at each assigned tier annually for the three-year term of this Agreement. Six months prior to the completion of the three-year term, ACM shall provide each University with the new tier-based pricing schedule along with detailed article output data and an updated three-year article output average from which pricing will be determined.

Tier Pricing in Effect until December 31, 2025

<u>Tier Level</u>	<u>Institution</u>	<u>Institution Tier by Article Output</u>	<u>Tier Pricing (2023)</u>	<u>3-Year Ramp-Up Pricing per Year</u>
1	N/A	75+		
2	N/A	60-74		
3	N/A	40-59		
4	N/A	30-39		
5	University College Dublin	20-29	\$25,000	\$15,000 \$20,000 \$25,000
6	Trinity College Dublin	16-19	\$20,000	\$12,500 \$15,000 \$20,000
7	N/A	12-15		
8	Dublin City University & University College Cork	8-11	\$12,000	\$9,500 \$11,000 \$12,000
9	National University Ireland Galway	4-7	\$9,500	\$8,000 \$9,000 \$9,500
10	University of Limerick; Maynooth; Tech. University Dublin; Munster Technological University (MTU); Technological University of the Shannon: Midlands Midwest; Atlantic Technological University; South East Technological University; Dundalk Institute of Technology; Dun Laoghaire Institute of Art Design and Technology;	0-3	\$7,000	\$7,000



Schedule B

The end goal of the Tiered-Band OA Model is a full transition to OA for all peer-reviewed research content in the ACM Digital Library (both journal articles and conference proceedings). As institutions choose to participate in this model, the percentage of research content that is available OA in the ACM DL increases. As this percentage reaches certain thresholds, pricing will be decreased for those institutions that publish very little or no peer-reviewed research articles, so called Tier 10 institutions according to the following thresholds:

- At 20% of research content available OA, the pricing level for Tier 10 drops to \$7000.
- At 30% of research content available OA, the pricing level for Tier 10 drops to \$6000.
- At 40% of research content available OA, the pricing level for Tier 10 drops to \$5000.
- At 50% of research content available OA, the pricing level for Tier 10 drops to \$4000.
- At 65% of research content available OA, the pricing level for Tier 10 drops to \$2500.
- At 65% the “read fee” for institutions that do not publish with ACM at all shall be fixed at \$2500.
- At 80% of research content available OA, ACM will have achieved financial sustainability and the full flip can occur for all peer-reviewed research content in the ACM Digital Library, as follows:
 - Corresponding authors from institutions that do not participate in the Tiered Band OA Model will be required to pay an APC to publish in the ACM Digital Library to make their article OA.
 - An ACM Digital Library subscription option shall no longer be available for any institutions that have published at least one article with ACM over the previous three calendar years.
 - All future peer-reviewed research content in the ACM Digital Library is made OA.
 - Future content that is not APC eligible (i.e. content other than peer-reviewed research content) may or may not be made OA at the discretion of ACM; access to such non-OA content, if any, would be restricted to ACM Tiered-Band OA Model participants and to institutions that choose to contribute funding in order to maintain access to non-APC eligible content, and to benefit from other value-added features that ACM may develop or offer.



Schedule C

1. Trinity College Dublin [<https://ror.org/02tyrky19>]
2. University College Dublin [<https://ror.org/05m7pjf47>]
3. Dublin City University [<https://ror.org/04a1a1e81>]
4. National University Ireland Galway (trading as University of Galway) [<https://ror.org/03bea9k73>]
5. University College Cork [<https://ror.org/03265fv13>]
6. University of Limerick [<https://ror.org/00a0n9e72>]
7. Maynooth University [<https://ror.org/048nfjm95>]
8. Technological University Dublin [<https://ror.org/04t0qbt32>]
9. Munster Technological University (MTU) [<https://ror.org/013xpqh61>]
10. Technological University of the Shannon: Midlands Midwest [<https://ror.org/04efm0253>]
11. Atlantic Technological University [<https://ror.org/0458dap48>]
12. South East Technological University
13. Dundalk Institute of Technology [<https://ror.org/01800zd49>]
14. Dun Laoghaire Institute of Art Design and Technology [<https://ror.org/02dk7c653>]



Appendix 1: Publication Reporting Metadata

IReL Metadata Requirements			Publisher Metadata Provision: Confirmed
Reporting period start		DD/MM/YYYY	yes
Reporting period end		DD/MM/YYYY	yes
Relevant draw-down date for an article's inclusion in the agreement's annual OA fund/allocation		submission date / acceptance date / publication date etc.	yes
Report must include all works (published open and closed; published under the deal and outside the deal; published in eligible and ineligible journals; of eligible and ineligible article types) accepted for publication within this date range by corresponding authors affiliated with participating IReL member institutions			yes
https://esac-initiative.org/about/transformative-agreements/reference-guide/ negotiation/			
ESAC requirements	IReL requirements	Column	Notes
ESAC Mandatory	IReL Mandatory	DOI	yes
ESAC Mandatory	IReL Mandatory	Article title	yes
ESAC Mandatory	IReL Mandatory	Article Open Access type (e.g. gold, closed)	Types: gold yes
ESAC Mandatory	IReL Mandatory	Article License (where relevant, e.g. CC-BY)	yes
ESAC Mandatory	IReL Mandatory	Article type (e.g. original paper, review article, etc.)	yes
ESAC Mandatory	IReL Mandatory	Article type relevant to contract (yes/no, i.e. peer reviewed article)	yes
ESAC Mandatory	IReL Mandatory	Publication date (first/online)	yes
ESAC Recommended	IReL Mandatory	Relevant date for agreement (date of submission/acceptance/publication) - as specified	yes
	IReL Mandatory	Editorial acceptance date (if relevant date for agreement is not the acceptance date)	no, but likely in 2023
ESAC Recommended	IReL Recommended	Discipline (e.g. HSS/STEM)	no
ESAC Mandatory	IReL Mandatory	Publisher name	yes
ESAC Mandatory	IReL Mandatory	Journal title	yes
ESAC Mandatory	IReL Mandatory	Journal ID (publisher-specific)	yes
ESAC Mandatory	IReL Mandatory	Print ISSN	no, but likely in 2023
ESAC Mandatory	IReL Mandatory	Online ISSN	no, but likely in 2023
	IReL Mandatory	Journal eligible for OA in IReL agreement (y/n)	yes
ESAC Mandatory	IReL Mandatory	Journal business model (e.g. hybrid, fully OA, subscription)	yes
ESAC Mandatory	IReL Mandatory	APC list price (where relevant)	yes
ESAC Mandatory	IReL Mandatory	Invoice amount (where relevant)	yes
ESAC Recommended	IReL Mandatory	Invoicing channel (i.e. author, funder, agreement)	If the invoice yes
ESAC Mandatory	IReL Mandatory	Currency (where relevant)	yes
ESAC Recommended	IReL Recommended	Discount/surcharge category	yes
ESAC Recommended	IReL Recommended	Discount/surcharge amount	no
ESAC Mandatory	IReL Mandatory	Corresponding author name (or eligible author that counts under the agreement, i.e. s	no: supplied in three columns; IReL to mer
ESAC Mandatory	IReL Mandatory	Corresponding author email	yes
ESAC Recommended	IReL Requested	Corresponding author ORCID	NORF Nat yes
ESAC Mandatory	IReL Mandatory	Corresponding institution name (affiliation as on the VoR) (if multiple, list all)	no
ESAC Recommended		Corresponding institution ID: (e.g. Ringgold, ROR)	n/a
	IReL Requested	Corresponding institution ID: ROR	NORF Nat yes
	IReL Mandatory	Corresponding author institution name (standardised)	Note for pu yes
ESAC Recommended	IReL Requested	Funder ID (where applicable)	NORF Nat planned (timeline unconfirmed)
ESAC Recommended	IReL Mandatory	Funder name (where relevant)	yes
ESAC Recommended	IReL Requested	Grant ID (where relevant)	NORF Nat yes
ESAC Recommended	IReL Recommended	Funding acknowledgement from the article (if available)	no
ESAC Recommended	IReL Recommended	Notes and comments	no
	IReL Mandatory	author opted out of inclusion in agreement (y/n)	yes
	IReL Mandatory	approved/rejected for inclusion in agreement by participating institution	Note for IR n/a
	IReL Mandatory	approved/rejected by (name of individual in participating institution)	Note for IR n/a
	IReL Mandatory	date of approval/rejection by participating institution	Note for IR n/a
	IReL Mandatory	where applicable, indicate if IReL OA quota exceeded at time of article acceptance	n/a
	IReL Mandatory	article initially published outside agreement and retrospectively converted (yes / no)	yes
	IReL Mandatory	if retrospectively included in agreement, has the APC been refunded to author (y / n /	yes