IEEE ONLINE PRODUCTS AND READ & PUBLISH AGREEMENT (ACADEMIC)

The Institute of Electrical and Electronics **Engineers, Incorporated ("IEEE")**

Members of the Consortium Ireland Universities as represented by Maynooth University

Representative Licensee, Maynooth University Address Address

445 Hoes Lane National University of Ireland Maynooth, Piscataway, NJ 08854

Co. Kildare W23 VP22 Ireland

E-Mail E-Mail onlinesupport@ieee.org irel@mu.ie

Facsimile Facsimile

+1 732 810 0266

Attn: Customer Licensing

In consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

- (a) "APC" means the article processing charge assessed by IEEE and paid by or on behalf of an Authorized Author for, among other things, the publishing and hosting of an article submitted and accepted for publication in a Journal.
 - (b) "Article" means an individual document from the Licensed Products, excluding eBooks.
- (c) "Authorized Authors" means corresponding authors who submit articles for publication in Journals, that are current staff or students of a Licensee at the time of article acceptance.
 - (d) "Authorized Sites" means the locations identified in Schedule B.
- (e) "Authorized Users" means (1) persons affiliated with Licensee as students, faculty or employees; (2) authorized persons physically present in Licensee's library facilities; and (3) such other persons as IEEE may, at the request of Licensee and in IEEE's sole discretion, authorize in writing to access the Licensed Products.
- (f) "eBook" means an electronic book published in PDF format and made available by IEEE through IEEE Xplore.
- (g) "Invoice" means the invoice issued by IEEE or its authorized representative to Licensee setting forth the License Fee due pursuant to this Agreement.
 - (h) "Journals" means the IEEE open access and hybrid journals listed at http://open.ieee.org/>.
- (i) "Licensee" means each of the licensees more particularly described in Schedule B, each of whom have appointed Maynooth University as its representative to enter into this Agreement on its behalf.
 - (j) "Licensed Products" means the IEEE online product(s) selected in Schedule A.
- (k) "Remote Access" means access provided by Licensee via secured authentication means only to employees, consultants, onsite contractors or temporary employees of Licensee based at an Authorized Site who are not physically present at that Authorized Site.
- (I) "Service Date" means the start date designated in the first Invoice issued under this Agreement by IEEE or its authorized representative to Licensee.
- (m) "Text and Data Mining" or "TDM" means to perform extensive automated searches and/or analyses of the Licensed Products, including but not limited to the sorting, parsing, addition or removal of linguistic structures, and the selection and inclusion of content into an index or database for purposes of classification or recognition of relations and associations.

Rec 11/2023 1

250		
Licensee	Initials:	

(n) "TDM Output" means the result of any Text and Data Mining activity or operation, capable of fixation, reproduction and/or communication in any form, such as the creation of an index, reference, abstract, relative or absolute description or representation of the Licensed Products, an algorithm, formula, metrics, method, standard or taxonomy describing or based on the Licensed Products, a relational expression or measurement, whether scalable or not, of the Licensed Products, extraction, alternative representation or translation, expression or discussion of any extracts from mined the Licensed Products, whether in the form of a direct extraction or a representation in any form which is based on the Licensed Products.

2. License Fee.

- (a) As consideration for the rights granted by IEEE pursuant to this Agreement, Licensee shall pay IEEE the fees set forth in the accompanying Invoice in accordance with the terms set forth therein.
- (b) THE LICENSEE WILL HAVE AN ADDITIONAL TWELVE (12) MONTHS SUBSEQUENT TO THE TERM OF THE AGREEMENT TO EXHAUST ANY REMAINING APCs. IF ALL APCs ARE NOT FULLY EXHAUSTED WITHIN THE ADDITIONAL TWELVE (12) MONTH PERIOD, ANY REMAINING AMOUNT SHALL BE FOREFEITED TO IEEE.

3. Licensee Fee.

- (a) <u>License Grant</u>. Subject to Licensee's compliance in all material respects with the terms and conditions of this Agreement, IEEE grants Licensee a non-exclusive, non-transferable license to use the Licensed Products and to provide access to the Licensed Products electronically via the Internet only to Authorized Users at Authorized Sites or via Remote Access in accordance with the terms and conditions of this Agreement.
- (b) Authorized Uses, Licensee and its Authorized Users may access and use the Licensed Products only for scholarly and research purposes and only as follows: (1) access, search, browse and view the Licensed Products: (2) download and print individual Articles and make a reasonable number of photocopies of a printed Article; (3) print a reasonable number of pages from an eBook and make a reasonable number of photocopies of those printed pages; (4) forward links to individual Articles and eBooks to Authorized Users; (5) post up to twenty-five (25) Articles or eBooks per semester, per course in PDF or HTML format for the purposes of electronic course reserves on Licensee's internal, secured computer network accessible only to Authorized Users; (6) as part of the practice commonly known as "interlibrary loan," deliver a reasonable number of copies of Articles (including through use of Ariel or a substantially similar interlibrary loan transmission software) to fulfill requests from non-commercial, academic libraries provided, however, that such practice: (i) complies with Section 108 of the U.S. Copyright Act and the guidelines developed by the National Commission on New Technological Uses of Copyrighted Works (CONTU Guidelines); (ii) does not result in systematic reproduction of the Licensed Products, any journal or issue of a journal, any Article, or any portion of the foregoing; and (iii) must not be used for any IEEE Standards; and (7) perform and engage in TDM provided that Licensee notifies IEEE prior to performance or engagement of each TDM activity or operation. Licensee and IEEE will mutually determine how Licensee and its Authorized Users may access and use the Licensed Products to perform or engage in TDM. Licensee and its Authorized Users may make available or share and/or utilize TDM Output so long as the results are not used for commercial purposes or to substitute the Licensed Products.
- (c) Restrictions. Except as expressly permitted in this Agreement, or under applicable copyright laws, Licensee and its Authorized Users may not: (1) download, reproduce, retain or redistribute the Licensed Products, in its entirety, or any journal or issue of a journal in the Licensed Products in any substantial or systematic manner, including, but not limited to, accessing the Licensed Products using a robot, spider, crawler, screen scraping or similar technological device; (2) electronically distribute, via e-mail or otherwise, any Article or eBook; (3) abridge, modify, translate or create any derivative work based upon the Licensed Products without the prior written consent of IEEE; (4) display or otherwise make available any part of the Licensed Products to anyone other than Authorized Users; (5) sell, resell, rent, lease, license, sublicense, assign or otherwise transfer any rights granted under this Agreement, including, but not limited to, use of the Licensed Products for document delivery, fee-for-service or any other substantially similar commercial purpose; (6) remove, obscure or modify in any way copyright notices, other notices or disclaimers that appear on Articles or eBooks or in the Licensed Products; (7) utilize the TDM Output to enhance institutional or subject repositories in a way that would compete with the value of the final peer-reviewed journal article, or have the potential to substitute and/or replicate any other existing IEEE product, service and/or

Licensee	Initials:	

solution; (8) make the results of any TDM output available on an externally facing server or website other than as permitted in 3(b); or (9) permit a third party to harvest any TDM Output.

- (d) <u>Change in Number of Authorized Users</u>. If Licensee acquires additional corporations or subsidiaries or merges with another entity and wishes to provide access to the additional locations, a fee increase commensurate with such change may be required before access and use of the License Products is provided to or for the benefit of the additional user population, Authorized Users and/or Authorized Sites. Likewise, if Licensee divests a significant operating group, division, or affiliate, then this Agreement may be subject to renegotiation.
- (e) <u>Publication</u>. During the Term of the Agreement, and as described in Schedule D, Authorized Authors may submit articles for potential publication in the Journals. Nothing in this Agreement shall be deemed to guarantee publication of a submitted article in any Journal or IEEE publication. IEEE will strive to clearly indicate the availability of this agreement to Authorized Authors both within the submitting process and on the IEEE website.

4. Intellectual Property Rights.

- (a) <u>Ownership</u>. Licensee acknowledges and agrees that all right, title and interest in and to the Licensed Products, including all copyright and other intellectual property rights under United States and international laws and treaties, remain with IEEE and its licensors.
- (b) <u>Protection</u>. Licensee recognizes the value of the Licensed Products and agrees that unauthorized use and access may substantially harm IEEE. To prevent this, Licensee agrees that:
- (1) Licensee shall make reasonable efforts to advise all Authorized Users of IEEE's rights and restrictions on the use of the Licensed Products set forth in Sections 3(c), 4(a) and 5 below.
- (2) In the event that Licensee becomes aware of any unauthorized use of the Licensed Products, including but not limited to, by way of Licensee's IP addresses, equipment or other facilities, Licensee shall promptly give written notice to IEEE of such unauthorized use and use its commercially reasonable best efforts to eliminate such unauthorized use.
- (3) Licensee shall at all times implement appropriate security policies, procedures, access control methodologies and network protection techniques to safeguard access to the Licensed Products. All such measures shall comply with prevailing industry standards but in no case consist of less than reasonable care.
- (4) IEEE shall have the right to inquire about the security procedures being used by Licensee and suggest improvements.

5. Notice Regarding Artificial Intelligence (Prohibited use of IEEE Content)

- 1. Definitions:
- (a) "IEEE Content" refers to any and all proprietary content, data, information, or materials owned or controlled by IEEE that is the subject of this Agreement, including but not limited to text, images, videos, audio, software, and any other digital or non-digital content.
- (b) "Artificial Intelligence" or "AI" refers to any software, application, or system that uses artificial intelligence, machine learning, or similar technologies, whether now in existence or that may be developed in the future, to analyze, train, process, or generate content.
- (c) "Machine Learning System" refers to the subset of artificial intelligence, whether now in existence or that may be developed in the future, that uses algorithms to ingest, analyze, and autonomously create models from data fed into a machine learning platform.
- (d) "Large Language Model" refers to any machine learning model or system that can recognize, summarize, translate, predict, analyze sentiment, and generate text based on the patterns and relationships it has learned from massive datasets. Examples include, but are not limited to, GPT-3, GPT-4, PaLM 2, or any similar model or system, whether now in existence or that may be developed in the future.
 - 2. Restricted Use:

Unless the express prior written consent of IEEE is obtained, Licensee shall not, and shall cause its employees, agents, and any third party acting on Licensee's behalf not to use any IEEE Content for the purpose of creating, training, enhancing, developing, maintaining, or contributing to any AI, Machine Learning

Licensee Initials:

System, or Large Language Model, whether owned by Licensee or any third party. Without limiting the generality of the foregoing, this prohibition includes, but is not limited to, the following actions:

- (a) knowingly uploading, transmitting, or otherwise providing IEEE Content to any AI, Machine Learning System, or Large Language Model for training or incorporation into their datasets;
- (b) knowingly using IEEE Content as a source, training set, or benchmark for any AI, Machine Learning System, or Large Language Model;
- (c) knowingly using IEEE Content to engage in any activity that may directly or indirectly result in the development, improvement, or expansion of an AI, Machine Learning System, or Large Language Model;
- (d) knowingly using services, software or any manual or automatic device, tool, or process designed to circumvent any restriction, condition, or technological measure that controls access to the IEEE Content in any way, including overriding any security feature or bypassing or circumventing any access controls or use limits of the IEEE Content;
- (e) Taking any action that imposes an unreasonable or disproportionately large load on IEEE's network or infrastructure (this does not include pre-authorized data dumps);
- (f) Doing anything that could disable, damage or change the functioning or appearance of the IEEE Content; and
- (g) Engaging in a prohibited use of the IEEE Content that may result in civil, criminal, and/or administrative penalties, fines, or sanctions against the Licensee.

For the avoidance of doubt, the Licensee further agrees not to engage in any of the following activities:

- (h) Reverse Engineering: Licensee shall not attempt (or encourage or support anyone else's attempt) to reverse engineer, decrypt, decompile, disassemble, or otherwise alter or interfere with the IEEE Content, or attempt to derive the source code or underlying algorithms of the Content for the purpose of using it in an AI, Machine Learning System, or Large Language Model.
- (i) Data Mining: Licensee shall not engage in data mining, scraping, or any similar activities to extract or collect data from the IEEE Content for use in an AI, Machine Learning System, or Large Language Model.
- (j) Modification and Derivative Works: Licensee shall not create derivative works, adaptations, modifications, or variations of the IEEE Content for use with any AI, Machine Learning System, or Large Language Model.
 - 3. Penalties for Noncompliance.

In the event that IEEE determines, at its sole discretion, that Licensee has breached the terms of this section, IEEE reserves the right to take any actions it deems necessary, including, without limitation: (a) immediate termination of this Agreement, without refund or additional compensation to Licensee; (b) denial of Licensee's existing or future access to any IEEE Content; and/or (c) legal action, including but not limited to, injunctive relief, monetary damages, civil or criminal penalties, and/or other available legal remedies. The Licensee will not be liable for unauthorized use of the IEEE Content by any Authorized Users provided that the unauthorized use did not result from the Licensee's own negligence or willful misconduct and that the Licensee did not permit such unauthorized use to continue after having actual notice thereof.

6. Term and Termination.

- (a) <u>Term</u>. Unless terminated sooner in accordance with Section 5(b), this Agreement shall continue in effect for a period of three (3) years from the Year 1 Service Date. Maynooth University may renew the Agreement on behalf of the Licensees for additional periods, (and such renewal may be in respect of all Licensees or involve the addition or removal of Licensees) [69] In the event that Maynooth University elects to not renew on behalf of the Licensees, it shall notify IEEE at least thirty (30) days prior to the Renewal Term.
 - (b) <u>Termination</u>. Notwithstanding Section 5(a), this Agreement may be terminated as follows:
 - (1) *Material Breach*. Either party may terminate this Agreement in the event of a material breach by the other party that remains uncured thirty (30) days after the non-breaching party gives the breaching party written notice of such breach.
 - (2) Suspension. In the event that IEEE notifies Licensee of a material breach of Section 3(c)(1), IEEE reserves the right to suspend Licensee's access to the Licensed Products. IEEE will make commercially reasonable efforts to limit suspension to the offending IP address or user account, to the

Rec 11/2023 4 Licensee Initials:

Licensee Initials:
Licensee initials:

extent that the offending IP address or user account can be reasonably ascertained under the circumstances; otherwise, IEEE reserves the right to suspend all online access to the Licensed Products by Licensee. The suspension shall remain in effect until Licensee has cured the material breach, and Maynooth University shall not be entitled to a refund of any fees during such suspension. If Licensee does not cure the material breach within thirty (30) days after notice of such breach, IEEE shall be entitled to terminate this Agreement immediately.

- (3) *Insolvency*. Either party may terminate this Agreement in the event that the other party becomes insolvent or bankrupt; becomes the subject of any proceedings under bankruptcy, insolvency or debtor's relief law; has a receiver or manager appointed; makes an assignment for the benefit of creditors; or takes the benefit of any applicable law or statute in force for the winding up or liquidation of such party's business.
- (c) <u>Termination or Suspension of a specific Licensee</u>. IEEE acknowledges and agrees that in the event that it exercises against a Licensee its right to terminate or suspend under Section 5(b), termination or suspension shall be in respect of the specific Licensee concerned (rather than all Licensees generally) and, in the case of termination, such Licensee shall be removed from Schedule B and the Agreement shall continue in full force and effect in respect of all other Licensees.
- (d) <u>Events Upon Termination</u>. Upon termination of this Agreement, Licensee shall make reasonable efforts to delete all electronic copies of Articles and eBooks that are in its possession or control. Licensee may continue to use print copies of Articles and excerpts from eBooks made in accordance with the terms and conditions herein during the term of this Agreement, provided that Section 3(c) shall continue to govern use of such materials.

7. Representations and Warranties.

IEEE and Licensee each represents and warrants to the other that: (1) it has the necessary power and authority to enter into this Agreement, including, in the case of Maynooth University all authorizations from all other Licensees; (2) the execution and performance of this Agreement has been authorized by all necessary corporate or institutional action; (3) entry into and performance of this Agreement will not conflict with any provision of law or the certificate of incorporation, by- laws or comparable organizational documents of the party or conflict with any condition of any contract to which it is a party; (4) no action by any governmental organization is necessary to make this Agreement valid and binding upon the party; and (5) it possesses all licenses and other governmental approvals necessary to perform its obligations under this Agreement.

8. DISCLAIMER. THE LICENSED PRODUCTS ARE PROVIDED TO LICENSEE "AS IS" AND "WITH ALL FAULTS." IEEE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS (EXCEPT AS SET FORTH IN SECTION 6), EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: (A) THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND (B) ANY WARRANTY WITH RESPECT TO THE QUALITY, ACCURACY, CURRENCY OR COMPLETENESS OF THE LICENSED PRODUCTS, OR THAT LICENSEE'S USE OF THE LICENSED PRODUCTS WILL BE ERROR-FREE, UNINTERRUPTED, FREEROM OTHER FAILURES OR WILL MEET LICENSEE'S REQUIREMENTS. LICENSEE ACKNOWLEDGES AND AGREES THAT THE CONTENTS OF THE LICENSED PRODUCTS ARE SUBJECT TO CHANGE.

9. LIMITATION OF LIABILITY.

- (a) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS OR FINANCIAL LOSS OCCASIONED BY OR RESULTING FROM ANY USE OF THE LICENSED PRODUCTS, SUCH AS ANY MALFUNCTION, DEFECT OR FAILURE OF THE LICENSED PRODUCTS OR THEIR DELIVERY VIA THE INTERNET, EVEN IF SUCH PARTY HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE.
 - (b) IEEE UNDERTAKES NO RESPONSIBILITY FOR, AND DISCLAIMS ALL LIABILITY ARISING FROM,

Licanego Initiale:
Licensee Initials:

ANY DEFECTS OR FAILURES IN ANY COMMUNICATIONS LINES, THE INTERNET OR INTERNET SERVICE PROVIDER, LICENSEE'S COMPUTER HARDWARE OR SOFTWARE, OR ANY OTHER SERVICE OR DEVICE USED TO ACCESS THE LICENSED PRODUCTS OR TO AUTHENTICATE ANY USER AS AN AUTHORIZED USER WHICH IS NOT PROVIDED BY IEEE. LICENSEE ACKNOWLEDGES AND AGREES THAT IEEE IS NOT RESPONSIBLE FOR THE ACCURACY OF ANY INFORMATION OR DATA CONTAINED IN THE LICENSED PRODUCTS, AND IEEE SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES RESULTING FROM RELIANCE ON ANY SUCH INFORMATION OR DATA UNDER ANY CIRCUMSTANCES.

- (c) The Parties agree that if the Licensee breaches this Agreement, the total Liability of the Licensee shall be limited to a maximum aggregate amount equal to the License Fee paid by the Licensee during the twelve (12) months immediately preceding the date on which the claim arose in respect of any event or series of connected events.
- **10. Post Cancellation Access.** Upon termination of this Agreement, except in the event of termination by IEEE pursuant to Section 5(b), Licensee may obtain post-cancellation access to the portion of the Licensed Products published between the Service Date and termination date of this Agreement by entering into an online or offline IEEE Post-Cancellation Access Agreement and paying the applicable fees. To the extent the Licensed Products includes any of the following, such access shall not include access to any IEEE Standards Online Packages, eBooks, or content licensed by IEEE from third-party content providers or for which IEEE otherwise does not have the right to provide archival access.

11. General.

- (a) <u>Accessibility</u>. IEEE shall use commercially reasonable efforts to provide an accessible web presence in accordance with the IEEE Accessibility Statement (https://www.ieee.org/accessibility-statement.html), which may be amended from time to time. IEEE will make reasonable efforts to promptly respond to and resolve any complaint regarding accessibility of the Licensed Products.
- (b) <u>Data Protection</u>. In the event that IEEE's performance of its obligations under this Agreement requires that IEEE receive or otherwise process any personal data of Licensee or its Authorized Users, IEEE shall process such personal data in accordance with the IEEE Privacy Policy (https://www.ieee.org/security-privacy.html), which may be amended from time to time, and the applicable data protection laws.
- (c) <u>Notice</u>. Notices given under this Agreement shall be in writing and may be delivered by hand or sent by internationally-recognized courier service, e-mail or fax to the physical address, e-mail address or facsimile number for each party set forth on the first page of this Agreement. Any such notice shall be deemed successfully given: (1) if delivered personally, at the time of delivery; (2) in the case of an internationally-recognized courier service, on the date of delivery confirmation; or (3) in the case of e-mail or facsimile, at the time of successful transmission.
- (d) <u>Assignment</u>. Licensee may not assign this Agreement, or sublicense, assign or delegate any right or obligation hereunder, by operation of law or otherwise, without the prior written consent of IEEE.
- (e) <u>Entire Agreement</u>. This Agreement, including all annexes, exhibits and schedules, contains the final and entire agreement of the parties on the subject matter herein and supersedes all previous and contemporaneous oral or written negotiations or agreements on the subject matter herein.
- (f) <u>Amendment</u>. This Agreement may not be amended except in a writing executed by an authorized representative of each party.
- (g) <u>Severability</u>. If any provision of this Agreement shall be held to be invalid or unenforceable under applicable law, then such provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its unenforceability. Such provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of this Agreement.
- (h) <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the State of New York, without regard to conflict of laws principles.
- (i) <u>Forum for Disputes</u>. The parties agree that any action, proceeding, controversy or claim between them arising out of or relating to this Agreement (collectively, "Action") shall be brought in the United States District Court for the Southern District of New York or, if federal jurisdiction is not available, in the Supreme Court of New York County. Each party hereby submits to the personal jurisdiction of such courts with respect to any

Rec 11/2023 6 Licensee Initials:

Action.

- (j) <u>Force Majeure</u>. Any prevention of or delay in either party's performance hereunder due to labor disputes, acts of God, governmental restrictions, enemy or hostile governmental action, fire or other casualty or other causes beyond such party's reasonable control shall excuse such party's performance of its obligations hereunder for a period equal to the duration of any such prevention or delay.
- (k) <u>Non-Waiver</u>. The failure of either party to require strict performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.
- (I) <u>Survival</u>. The provisions of this Agreement that should by their nature survive termination of this Agreement shall survive such termination, including, but not limited to, Sections 3(c), 4, 5, 6(c), 7, 8, 9, 10 and 11
- (m) <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth below.

LICENSOR:

THE INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS, INCORPORATED



Date: ____

LICENSEE:

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



Date: 26 Jan 2024_

Rec 11/2023 7

Licensee Initials:

SCHEDULE A: LICENSED PRODUCTS

- 1. Licensed Products.
- 2. Availability. The Licensed Products may be subject to periodic unavailability due to regular maintenance, including, but not limited to, maintenance of the server(s) and other equipment used to host the Licensed Products, installation or testing of software and loading of content as it becomes available. IEEE shall use commercially reasonable efforts to minimize the extent of any period of unavailability due to such regular maintenance. Licensee shall not be entitled to any credit, reduction or set-off against the License Fee for downtime or any interruption in the availability of the Licensed Products unless such interruption exceeds twenty-four (24) continuous hours in duration. In such event, IEEE shall provide Licensee with a credit equal to 1/365 of the annual License Fee for each continuous twenty-four (24) hour period from the time of interruption until restoration of Licensee's access to the Licensed Products, provided that Licensee promptly notifies IEEE in writing of the service interruption. No credit will be issued for accumulating periods of noncontinuous interruptions, or any interruption caused by any negligence or willful misconduct of Licensee or failure of equipment, software or services not provided by IEEE.

Licensee	Initials:	

SCHEDULE B: LICENCEES

1. Name and physical address(es) of Authorized Site(s) of Licensees:

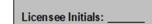
Dublin City University	O'Reilly Library, DCU Glasnevin, Dublin D09 V209, Ireland	
Maynooth University	The Library, Maynooth University, Maynooth, Co. Kildare, W23 VP22, Ireland.	
National University of Ireland Galway (now trading as University of Galway) The Library National University of Ireland Galway, University Road, Galway		
Technological University Dublin	TU Dublin Grangegorman, Dublin 7, Ireland	
Trinity College Dublin	The Library of Trinity College Dublin, College Green, Dublin 2, Ireland	
University College Cork	Boole Library, University College Cork, Western Road, Cork, T12 ND89 Ireland	
University College Dublin UCD Library, University College Dublin, Belfield, Dublin 4, Ireland		
University of Limerick	Glucksman Library, University of Limerick, Limerick V94 T9PX, Ireland	
HIGHER EDUCATION AUTHORITY (HEA)	3, Shelbourne Buildings, Crampton Ave., Ballsbridge, Dublin, D04 C2Y6, Ireland	
SCIENCE FOUNDATION IRELAND (SFI)	Three Park Place, Hatch Street Upper, Dublin 2, D02 FX65, Ireland	

2. IP Address(es) of Authorized Site(s) - if proxy server is used, skip Part B and go to Part C:

	IP address				
Name	(from)	IP address (to)	Version	Location	Description
Dublin City University	136.206.0.0	136.206.53.255	IPv4		
Dublin City University	136.206.53.255	136.206.53.255	IPv4		
Maynooth University	149.157.0.0	149.157.255.255	IPv4		
Maynooth University	149.157.255.255	149.157.255.255	IPv4		
Maynooth University	149.157.1.168	149.157.1.168	IPv4	off-campus	Ezproxy
University Of Galway	193.1.218.160	193.1.218.191	IPv4		
University Of Galway	193.1.218.191	193.1.218.191	IPv4		
Trinity College Dublin	134.226.0.0	134.226.255.255	IPv4		
Trinity College Dublin	134.226.255.255	134.226.255.255	IPv4		
University College Cork	143.239.0.0	143.239.255.255	IPv4	On Campus Range	
University College Dublin	193.1.160.0	193.1.175.255	IPv4		
University College Dublin	193.1.175.255	193.1.175.255	IPv4		
University College Dublin	137.43.0.0	137.43.255.255	IPv4		
University College Dublin	137.43.255.255	137.43.255.255	IPv4		
University College Dublin	193.1.128.0	193.1.159.255	IPv4		
University College Dublin	193.1.159.255	193.1.159.255	IPv4		
Higher Education Authority	193.1.194.226	193.1.194.226	IPv4		
Higher Education Authority	193.1.200.58	193.1.200.58	IPv4		
Technological University Dublin	193.1.120.0	193.1.120.24	IPv4	TU Dublin - Tallaght	On Campus
Technological University	100.1.120.0	100.1.120.24	11 74	TO Dubilit - Tallagit	On Gampas
Dublin	193.1.120.24	193.1.120.24	IPv4	TU Dublin - Tallaght	On Campus
Technological University Dublin	193.1.121.0	193.1.121.24	IPv4	TU Dublin - Tallaght	On Campus
Technological University Dublin	193.1.121.24	193.1.121.24	IPv4	TU Dublin - Tallaght	On Campus
Technological University Dublin	52.213.146.50	52.213.146.50	IPv4	TU Dublin - Tallaght	Off Campus (Ezproxy)
Technological University Dublin	147.252.0.0	147.252.255.255	IPv4	Dublin City Campus	On Campus
Technological University Dublin	147.252.255.255	147.252.255.255	IPv4	Dublin City Campus	On Campus

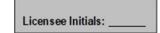


					Dublin City Campus
Technological University	04.055.50.440	04.055.50.440	ID 4	D 11' 0'' 0	- Off Campus
Dublin	34.255.58.146	34.255.58.146	IPv4	Dublin City Campus	(Sierra LMS)
University Of Limerick	193.1.100.0	193.1.100.255	IPv4		
University Of Limerick	193.1.100.255	193.1.100.255	IPv4		
University Of Limerick	193.1.104.1	193.1.104.10	IPv4		
University Of Limerick	193.1.104.10	193.1.104.10	IPv4		
University Of Limerick	193.1.98.128	193.1.98.255	IPv4		
Technological University Dublin	154.59.124.211	154.59.124.211	IPv4	Dublin City Campus - off-campus	Off Campus (Ezproxy)
University College Cork	143.239.255.255	143.239.255.255	IPv4	On Campus Range	
University College Cork	154.59.124.137	154.59.124.137	IPv4	off-campus	Ezproxy
University Of Galway	154.59.125.105	154.59.125.105	IPv4		Hosted EZproxy
University Of Galway	87.44.3.0	87.44.3.15	IPv4		
University Of Galway	87.44.3.15	87.44.3.15	IPv4		
University Of Galway	140.203.0.0	140.203.255.255	IPv4	On Campus Range	
University Of Galway	140.203.255.255	140.203.255.255	IPv4	On Campus Range	
Dublin City University	154.59.124.118	154.59.124.118	IPv4	off-campus	Ezproxy
University College Dublin	154.59.124.94	154.59.124.94	IPv4	off-campus	Ezproxy
Dublin City University	136.206.55.0	136.206.161.255	IPv4	on campuo	LEPION
Dublin City University	136.206.161.255	136.206.161.255	IPv4		
Dublin City University	136.206.163.0	136.206.163.255	IPv4		
Dublin City University	136.206.163.255	136.206.163.255	IPv4		
, ,			IPv4	1	
Dublin City University	136.206.165.0	136.206.170.255			
Dublin City University	136.206.170.255	136.206.170.255	IPv4		
Dublin City University	136.206.174.0	136.206.174.255	IPv4		
Dublin City University	136.206.174.255	136.206.174.255	IPv4		
Dublin City University	136.206.177.0	136.206.177.255	IPv4		
Dublin City University	136.206.177.255	136.206.177.255	IPv4		
Dublin City University	136.206.180.0	136.206.184.255	IPv4		
Dublin City University	136.206.184.255	136.206.184.255	IPv4		
Dublin City University	136.206.186.0	136.206.222.255	IPv4		
Dublin City University	136.206.222.255	136.206.222.255	IPv4		
Dublin City University	136.206.224.0	136.206.255.255	IPv4		
Dublin City University	136.206.255.255	136.206.255.255	IPv4		
Dublin City University	136.206.228.0	136.206.255.255	IPv4		
Dublin City University	136.206.255.255	136.206.255.255	IPv4		
Dublin City University	193.1.192.0	193.1.192.127	IPv4		
Dublin City University	193.1.192.127	193.1.192.127	IPv4		
Cajanga Foundation Iroland	127 101 249 242	127 101 249 242	IPv4	Three Park Place, Hatch St. Upper,	Corrected IP
Science Foundation Ireland	137.191.248.242	137.191.248.242	IFV4	Dublin 2 TU Dublin -	address
Technological University Dublin	34.241.111.167	34.241.111.167	IPv4	Blanchardstown	Off Campus (LMS)
Technological University Dublin	193.1.39.1	193.1.39.1	IPv4	TU Dublin - Blanchardstown	On Campus
Technological University Dublin	193.1.122.0	193.1.122.24	IPv4	TU Dublin - Tallaght	On Campus
Technological University Dublin	193.1.122.24	193.1.122.24	IPv4	TU Dublin - Tallaght	On Campus
Technological University Dublin	193.1.123.0	193.1.123.24	IPv4	TU Dublin - Tallaght	On Campus



	1	1		1	T
Technological University Dublin	193.1.123.24	193.1.123.24	IPv4	TU Dublin - Tallaght	On Campus
Technological University Dublin	193.1.124.0	193.1.124.24	IPv4	TU Dublin - Tallaght	On Campus
Technological University Dublin	193.1.124.24	193.1.124.24	IPv4	TU Dublin - Tallaght	On Campus
Technological University Dublin	193.1.125.0	193.1.125.24	IPv4	TU Dublin - Tallaght	On Campus
Technological University Dublin	193.1.125.24	193.1.125.24	IPv4	TU Dublin - Tallaght	On Campus
Technological University Dublin	193.1.126.0	193.1.126.24	IPv4	TU Dublin - Tallaght	On Campus
Technological University Dublin	193.1.126.24	193.1.126.24	IPv4	TU Dublin - Tallaght	On Campus
Technological University Dublin	193.1.127.0	193.1.127.24	IPv4	TU Dublin - Tallaght	On Campus
Technological University Dublin	193.1.127.24	193.1.127.24	IPv4	TU Dublin - Tallaght	On Campus
Technological University Dublin	193.1.24.0	193.1.24.24	IPv4	TU Dublin - Tallaght	On Campus
Technological University Dublin	193.1.24.24	193.1.24.24	IPv4	TU Dublin - Tallaght	On Campus
Technological University Dublin	193.1.25.0	193.1.25.24	IPv4	TU Dublin - Tallaght	On Campus
Technological University Dublin	193.1.25.24	193.1.25.24	IPv4	TU Dublin - Tallaght	On Campus
Technological University Dublin	193.1.26.0	193.1.26.24	IPv4	TU Dublin - Tallaght	On Campus
Technological University Dublin	193.1.26.24	193.1.26.24	IPv4	TU Dublin - Tallaght	On Campus
Technological University Dublin	52.140.1.73	52.140.1.73	IPv4	TU Dublin - Tallaght	Off campus (Keylinks)
Technological University Dublin	34.250.136.192	34.250.136.192	IPv4	TU Dublin - Tallaght	Off campus (CORAL)
					54.195.242.207 - this is only needed for WOS and Scopus. It's the IP address for Vidatum - used for WOS and Scopus only. Not necessary for anything else. (Vidatum is a cloud based company that host an API for harvesting on behalf of the Research
Dublin City University	54.195.242.201	54.195.242.201	IPv4	Vidatum	Office)
Maynooth University	154.59.125.136	154.59.125.136	IPv4		Hosted EZproxy
Technological University Dublin	54.171.184.91	54.171.184.91	IPv4	Blanchardstown	Off campus (Ezproxy Server)
University Of Limerick	193.1.98.255	193.1.98.255	IPv4		, , , , , , , , , , , , , , , , , , , ,

3. IEEE permits Licensee to make use of one or more proxy servers to provide Authorized Users with access to the Licensed Products. Please provide responses to the questions below so that IEEE can accurately monitor authentication and use of the Licensed Products.



A.	Ph	ysical address of proxy server(s):
В.	IP a	address(es) of proxy server(s):
C.	Inte	ended use(s) of proxy server(s) - check
		all that apply: Load balancing
		Provide Remote Access
		Other (please specify):

Licensee Responsibilities

Licensee shall: (a) be responsible for verifying the status of Authorized Users; (b) provide lists of valid IP addresses to IEEE and updating such lists promptly as changes are made; and (c) in addition to the security procedures of Section 4 of the Agreement, cooperate with IEEE in the implementation of additional security procedures reasonably requested by IEEE. Licensee represents and warrants that the list of IP addresses provided above is accurate and valid, and all such IP addresses are owned or controlled by Licensee.

Licensee	Initials:	

SCHEDULE C (ACADEMIC) OPEN ACCESS PUBLICATION

1. Authorized Authors shall be permitted to publish the following number of open access articles in the Journals during the contract term starting January 1, 2024 to December 31, 2026, pending verification of eligibility by a Licensee at the time of article acceptance.

Year	Number of open access articles	
2024	230	
2025	220	
2026	210	

- 2. Allocations of open access articles may only be used within 24 months of their allocation. For example, the 2024 allocation of 230 articles will begin in January 2024 and must be used by December 2025.
- 3. Eligible Article types: only articles of the following types will be eligible under the Terms of this Agreement: original research articles
- 4. Authorized Authors may submit an unlimited number of articles for possible publication; however, Authorized Authors may only publish up to the allocated number of articles in the Journals under the Terms of this Agreement. Only articles with an editorial acceptance date during the contract term, or 12 months subsequent to the contract term, are eligible for publication under the Terms of this Agreement.
- 5. The Publisher will clearly indicate the availability and terms of the Agreement's provision for open access publishing to Authorized Authors both within their author-facing submission and publication workflows and on their website.
- 6. Authorized Authors are identified by Ringgold during the submission process. Corresponding authors may update affiliation between submission and acceptance by email to IEEE. Upon acceptance of articles by Authorized Authors for publication, IEEE shall send an email alert to the Licensee requesting verification of eligibility of Authorized Authors. The funding request shall include the following details:

Name and email address of the corresponding Author who is affiliated to a Licensee
Full name of Author's affiliation(s)
Date of acceptance
Journal Title
Article title
DOI
Amount due
Discounts and discount group (if applicable)

The Licensee Account Administrator shall respond within a reasonable period.

If a corresponding author is not identified as an Authorized Author due to error/omission of IEEE, a Licensee or the author, and an article is accepted for publication and published subscription during this contract term, IEEE agrees to convert the article to open access under the Terms of this Agreement upon written notice to IEEE within 90 days of the article being published in order to be considered.

- 7. Authors of Articles published under this agreement shall retain copyright to the Article when publishing open access.
- 8. Articles shall be published under this agreement with 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/).
- 9. Licensee may obtain additional APCs with IEEE's mutual written consent at an agreed upon rate.
- 10. The APCs shall not include color and over-length page charges on all articles published under this Agreement.
- 11. IEEE will deliver article metadata including open access license information to CrossRef and other relevant third parties. The CrossRef records for Open Access Articles must specify that the relevant Creative Commons license has been applied to the version of record as URIs.

100		
Licensee I	nitials:	

- 12. IEEE shall label all articles published under this Agreement as funded by IReL. The footnote 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
- 13. Published Open Access Articles will clearly identify in text and/or branding the article's open access license.
- 14. The Publisher will make all published Open Access Articles available to anyone on its website at all times.
- 15. The Publisher use all reasonable efforts to ensure that published Open Access Articles meet the W3C accessibility standards (www.w3.org/WAI/Resources/#in)
- 16. The Publisher will post any changes to its list of journals on IEEE Open for downloading by Maynooth University.
- 17. Editorial Independence. Maynooth University and the Members acknowledge that the selection of material to be published in the Journals is entirely at the discretion of the Publisher and the editors of the Journals.
- 18. In addition to regular Account statements, IEEE shall provide annual reports of all articles by Authorized Authors with a date of editorial acceptance during this contract term which are either published in conformity with this Agreement or are not. These reports 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 the metadata fields per article defined in Appendix 1. Where IEEE notes that it is currently unable to provide any of the metadata fields required in Appendix 1, it will make reasonable efforts to do so during the Term.

19.	The Publisher will report annually no earlier than the beginning of 2nd Quarter on:		
		the Publisher's journals that have flipped during the year from/to a subscription model to/from an open access model, including hybrid model, 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/), the proportion of articles published open access in each of the Publisher's journals.	
20.	20. The Publisher 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; or published open access but not in conformity with this Agreement (e.g. author paid the APC or the Publisher waived APC); or published subscription (not open access) during the Term.	

- 21. The annual reports shall include the time span of the last calendar year and shall be delivered in the first quarter of the following year.
- 22. This 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.
- 23. For each article, the Publisher will complete the metadata fields indicated in Appendix 1: publication reporting metadata.

Licensee	Initials:	

SCHEDULE D (ACADEMIC) MULTI-YEAR COMMITMENT

The License Fee(s) listed below reflect payment for the Services provided by IEEE for a period of **three (3) years** from the Year 1 Start Date, unless otherwise specified. The License Fee shall total \$3,113,640.00 USD, and is outlined per annual installments in the table below. The License Fee does not include all applicable taxes, custom charges, insurance, shipping, and/or other fees, which are the responsibility of the Licensee.

YEAR	SUBSCRIPTION TERM	Read Fee	Publish Fee	LICENSE FEE
1	January 1, 2024 – December 31, 2024	\$711,480.00 USD	\$277,575.00 USD	\$989,055.00 USD
2	January 1, 2025 – December 31, 2025	\$711,480.00 USD	\$325,615.00 USD	\$1,037,095.00 USD
3	January 1, 2026 – December 31, 2026	\$711,480.00 USD	\$376,010.00 USD	\$1,087,490.00 USD

Additional Terms and Conditions:

- 1. This Agreement shall continue in effect for a period of three (3) years from the Year 1 Service Date indicated in the table above unless terminated sooner in accordance with Section 5(b) of the Agreement.
- 2. Licensee must submit a purchase order for Year 1. Licensee shall issue purchase orders no later than thirty (30) days prior to the Start Date for each subsequent Renewal Term.
- 3. Payment of the total license fee shall be due in annual installments. IEEE shall invoice Licensee thirty (30) days prior to the beginning of each Start Date and payment of the annual installments shall be due thirty (30) days from the InvoiceDate.
- 4. Opt-Out Option: Licensee may terminate this Agreement by providing written notice to IEEE sixty (60) days prior to the Start Date of any years 2 or three of this Agreement.
- 5. Opt-Out Fee: Upon exercise of the opt-out option, Licensee shall be subject to an opt-out fee of ten percent (10%) of the then current year's License Fee (plus all applicable local taxes) provided that IEEE received notice of exercise of the opt-out option within sixty (60) days prior to the Start Date of any subsequent Renewal Term. Payment of the opt-out fee must be made within thirty (30) days of exercising the opt-out option.
- 6. If Licensee (1) requests to provide access to additional campus locations or (2) effects any other change within its organizational structure that materially increases the scope of its access to the Licensed Products, then the terms and conditions of this Addendum shall be subject to amendment by IEEE and the then current license fee is subject to increase.
- 7. This Schedule C is governed by the Agreement. The terms of this Schedule C supersede provisions in the Agreement only to the extent that the terms of this Schedule C and the Agreement expressly conflict. However, nothing in this Schedule C should be interpreted as invalidating the Agreement, and provisions of the Agreement will continue to govern relations between the Parties insofar as they do not expressly conflict with this Schedule C.
- 8. This Schedule C may be executed in counterparts and by facsimile, each of which shall be deemed an original and both of which shall constitute one and the same document.

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

LICENSOR:

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS, INC.



Date: _____

LICENSEE:

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



Date: 26 Jan 2024

Appendix 1: annual report metadata fields

	6	Will this field be included in reports?
IReL field name	IEEE field name	(YES / NO)
Reporting period start		Yes
Reporting period end		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
DOI	Manuscript DOI	Yes
Article title		Yes
Article Open Access type (Gold, Hybrid, Closed, Bronze)		Yes
Article License (where relevant, e.g. CC BY 4.0, CC BY-NC 4.0)		Yes
Article type (e.g. original paper, review article, etc.) Article type eligible for OA in IReL	Article Type	Yes, to the best of our ability based on editorial information
agreement? (yes/no)		Yes
3 2 2 3 4 (7 2 7	WMS First Published	
Publication date (first/online)	Date	Yes
Relevant date for agreement (the date of	WMS Acceptance	
submission, acceptance or publication)	Date	Yes
	WMS Acceptance	
Editorial acceptance date	Date	Yes
Discipline (HSS/STEM)		Yes
Publisher name	Publisher Name	Yes
Journal title	Publication Title	Yes
Journal ID (publisher-specific)		Yes
Print ISSN / ISBN		Yes
Online ISSN / ISBN		Yes
Journal eligible for OA in IReL agreement? (yes/no)		Yes
Journal business model (Gold, Hybrid,		
Subscription-Only)	Publication OA	Yes
APC list price at the time of article acceptance (relevant price and currency for Irish authors)	•	Yes
Invoice amount (final amount paid after discounts and surcharges)	Net Pmt	Yes

Rec 11/2023

16

Invoicing channel (e.g. IReL agreement,		
author, non-IReL waiver, other)	Bill Prof	Yes
Currency		Yes
Discount/surcharge category	Discount Type	Yes
Discount/surcharge amount	Discount	Yes
Eligible author's full name (usually the corresponding author, see license)	Author First Name + Author Last Name	Yes
Eligible author email	Email	Yes, to the best of our ability based on editorial information
Eligible author ORCID	ORCID	Yes, to the best of our ability based on editorial information
Eligible author's affiliations as on the VoR (if multiple, list all)		Yes, to the best of our ability based on editorial information
Eligible institution ID: Ringgold	Institution Affiliation - Ringgold ID	Yes
Eligible institution ID: ROR		Yes, to the best of our ability based on editorial information
Eligible author's agreement-related		
institution (from the list of standardised	Eligible IReL	
institution names in the license)	institution	Yes
Funder ID (where applicable)	Funder 1 ID	Yes
Funder name (where applicable)	Funder 1 Name	Yes
Grant ID (where applicable)	Funder 1 Grant 1	Yes
Funding acknowledgement from the article (if available)	f	Yes
Notes and comments (if publisher wishes to communicate any issues or additional information)		Yes
Author opted out of inclusion in agreement? (yes/no or N/A for ineligible articles)		Yes
TA approval decision by participating		. 65

Approved/rejected by (name of individual in participating institution or dashboard username)

Date of approval/rejection by participating institution

Was IReL OA quota exceeded at time of article acceptance? (yes/no or N/A where quota is unlimited or article was ineligible)

Was the article initially published outside agreement and retrospectively converted (yes/no or N/A for articles that did not go through the agreement)

If retrospectively included in agreement, has the APC been refunded to author? (yes/no or N/A if an APC was never paid or if the article was not retrospectively converted) Yes - please email IEEE Online Support to request this change

Yes

Yes

Yes

Yes

Rec 11/2023 18

Licensee Initials: