



READ AND PUBLISH AGREEMENT

PART A: ORDER SCHEDULE

Agreement:	To the fullest extent permitted by law, this read and publish agreement constitutes the entire agreement between: (1) BMJ Publishing Group Limited, company number 03102371, registered office at BMA House, Tavistock Square, London WC1H 9JR, United Kingdom (BMJ); and (2) the Subscriber named below, and supersedes any prior terms you may have seen or agreed relating to its subject matter. This Agreement comprises Part A (<i>Order Schedule</i>) and incorporates Part B (<i>Additional Information</i>), Part C (<i>General Terms and Conditions</i>) and Part D (<i>Publication Terms</i>) below, together with any schedules and properly executed variations or addenda.																								
Subscriber:	Maynooth University, acting on behalf of the IReL Initiative, having its registered office at IReL, Maynooth University Library, Co. Kildare, W23 VP22, Ireland. Licensee email address: Irel@mu.ie																								
Currency:	Sterling																								
Fee:	<p>In each Subscription Year, the Subscriber shall pay the fee as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Description:</th> <th style="width: 15%;">Subscription Year 1 (2024)</th> <th style="width: 15%;">Subscription Year 2 (2025)</th> <th style="width: 10%;">Subscription Year 3 (2026)</th> </tr> </thead> <tbody> <tr> <td>Read and Publish Package including:</td> <td></td> <td></td> <td></td> </tr> <tr> <td> <ul style="list-style-type: none"> ● Publish Fee: For access to the Hybrid APC Fund described in Part D1. </td> <td style="text-align: center;">██████</td> <td style="text-align: center;">██████</td> <td style="text-align: center;">██████</td> </tr> <tr> <td> <ul style="list-style-type: none"> ● Read Fee: For read-only access to either the BMJ Standard Collection or BMJ Premier Collection as further described in Part B2. </td> <td style="text-align: center;">██████</td> <td style="text-align: center;">██████</td> <td style="text-align: center;">██████</td> </tr> <tr> <td> <ul style="list-style-type: none"> ● The BMJ Fee </td> <td style="text-align: center;">██████</td> <td style="text-align: center;">██████</td> <td style="text-align: center;">██████</td> </tr> <tr> <td style="text-align: right;">Total Fee:</td> <td style="text-align: center;">██████</td> <td style="text-align: center;">██████</td> <td style="text-align: center;">██████</td> </tr> </tbody> </table>	Description:	Subscription Year 1 (2024)	Subscription Year 2 (2025)	Subscription Year 3 (2026)	Read and Publish Package including:				<ul style="list-style-type: none"> ● Publish Fee: For access to the Hybrid APC Fund described in Part D1. 	██████	██████	██████	<ul style="list-style-type: none"> ● Read Fee: For read-only access to either the BMJ Standard Collection or BMJ Premier Collection as further described in Part B2. 	██████	██████	██████	<ul style="list-style-type: none"> ● The BMJ Fee 	██████	██████	██████	Total Fee:	██████	██████	██████
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Total Fee:	██████	██████	██████																						
Payment terms:	<ul style="list-style-type: none"> (i) BMJ will invoice the Subscriber for the Fee (and the Subscriber shall be responsible for payment of each such invoice). (ii) The Subscriber shall pay each invoice submitted to it by BMJ within 30 days after the date of invoice in accordance with the instructions for payment issued in that invoice. (iii) BMJ shall be entitled to issue an invoice for the first Subscription Year at any point following Subscriber's signature of this Agreement. Where the Term is multi-year, BMJ shall be entitled to issue invoices for each subsequent Subscription Year no earlier than 30 days prior to the commencement of the applicable Subscription Year. (iv) All sums payable under this Agreement are exclusive of value added tax or other applicable sales tax (Tax), and the Subscriber shall in addition pay an amount equal to any such Tax on those sums. (v) All sums payable to BMJ under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of Tax as required by law). 																								
Licensed Material:	For each individual Consortia Member, the Licensed Material shall include those titles detailed in Part B2 for the relevant Consortia Member.																								



Commencement Date:	1 January 2024
Subscription Site(s):	The addresses set out in Part B1.
Term:	36 months from the Commencement Date.
Consortia Members:	Where the Subscriber is contracting on behalf of a consortia (i.e. an association of two or more organisations who have agreed that the Subscriber named above can represent them), Consortia Members shall mean those Consortia Members named in Part B1.
Opt-Out Right:	<p>(1) 2025 Opt-Out: Any Consortia Member may opt-out from participating in both the 2025 and 2026 Subscription Years (together). To exercise this right BMJ must receive written notice from the Subscriber (on behalf of any relevant Consortia Member(s)) before 1 December 2024 specifying the name(s) of those Consortia Members who wish to exercise this right (such notice, the “2025 Opt-Out Notice”. Where this right is exercised:</p> <p>(i) those Consortia Members named in the 2025 Opt-Out Notice shall be deemed to be excluded from this Agreement with effect from and including 1 January 2025 and, for the avoidance of any doubt (and excepting any perpetual access rights to which they may be entitled to), those Consortia Members shall not be entitled to exercise any of the rights, licences or other benefits described in this Agreement with effect from and including that date; and</p> <p>(ii) subject to paragraph (3) below, the total Fee applicable for the 2025 and 2026 Subscription Years will be reduced by the amount of the per-Consortia Member fee breakdown specified in Part B3 of this Agreement as being attributable to those Consortia Member(s) named in the 2025 Opt-Out Notice.</p> <p>(2) 2026 Opt-Out: Any Consortia Member may ‘opt-out’ from participating in the 2026 Subscription Year. To exercise this right, BMJ must receive written notice from the Subscriber (on behalf of any relevant Consortia Member(s)) before 1 December 2025 specifying the name(s) of those Consortia Members who wish to exercise this right (such notice, the “2026 Opt-Out Notice”. Where the right is exercised:</p> <p>(i) those Consortia Members named in the 2026 Opt-Out Notice shall be deemed to be excluded from this Agreement with effect from and including 1 January 2026 and, for the avoidance of any doubt (and excepting any perpetual access rights to which they may be entitled to), those Consortia Member shall not be entitled to exercise any of the rights, licences or other benefits described in this Agreement with effect from and including that date; and</p> <p>(ii) subject to the immediately subsequent paragraph (3) below, the total Fee applicable for the 2026 Subscription Year will be reduced by the amount of the per-Consortia Member fee breakdown specified in Part B3 of this Agreement as being attributable to those Consortia Member(s) named in the 2026 Opt-Out Notice.</p> <p>(3) Should a significant number of Consortia Members exercise the 2025 Opt-Out or the 2026 Opt-Out (to be determined by BMJ in its absolute discretion), the Subscriber recognises that this will impact the ability to achieve 100% of all associated Consortia Member research output being made open access, and accordingly BMJ shall have the right to either:</p> <p>(i) re-negotiate the Fees payable in respect of the 2025 and/or 2026 Subscription Years (acting in its absolute discretion); and/or</p> <p>(ii) terminate this Agreement with effect (and for the avoidance of doubt BMJ’s right to terminate may be exercised with retrospective effect where negotiations continue beyond this date).</p>
Opt-In Right:	<p>Subject to the terms of this Agreement, Subscriber may request the addition of a new Consortia Member to this Agreement at any time, provided that any such proposed new Consortia Member shall be a university, educational institution, research organisation or other similar organisation, in Ireland. Such addition will take effect as an addendum to this Agreement which must be signed by both the Parties confirming the additional Fee payable in respect of that new Consortia Member’s access to the Licensed Materials and further rights according to this Agreement (such as Publishing rights) and the commencement date on which that new Consortia Member may access the Licensed Materials.</p> <p>Where a new Consortia Member is added pursuant to the Opt-In right described above), BMJ will increase the Fee applicable to that Subscription Year with retrospective effect to take account of the addition of the relevant new Consortia Member inline with the pricing guidance below, and BMJ shall be immediately entitled to submit an invoice to that relevant new Consortia Member for the</p>



	<p>balance of the Fee due and payable as a result of that increase.</p> <p>Guidance for new Consortia Member pricing:</p> <table border="1"> <tr> <td data-bbox="411 248 660 439">Read Fee:</td> <td data-bbox="660 248 1519 439">Shall be based on the tier banding according to FTE size (to be checked and validated in collaboration with the Subscriber), the total Read Fee equates to a percentage of the relevant Collection list price, reflecting total value of associated non-open access, non-research content within the associated journals.</td> </tr> <tr> <td data-bbox="411 439 660 577">Publish Fee:</td> <td data-bbox="660 439 1519 577">Shall be based on the total estimated research output for 2024 (forecasted using CAGRs) multiplied by the 2024 average APC for the relevant Collection journals.</td> </tr> </table>	Read Fee:	Shall be based on the tier banding according to FTE size (to be checked and validated in collaboration with the Subscriber), the total Read Fee equates to a percentage of the relevant Collection list price, reflecting total value of associated non-open access, non-research content within the associated journals.	Publish Fee:	Shall be based on the total estimated research output for 2024 (forecasted using CAGRs) multiplied by the 2024 average APC for the relevant Collection journals.
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BMJ signature:	<p>DocuSigned by:</p> <p><i>Anca Babor</i></p> <p>3360BE8CD66746B.....</p> <p>Name: Anca Babor</p> <p>Title: Mrs</p> <p>for and on behalf of BMJ Publishing Group Limited</p> <p>2/2/2024</p> <p>.....</p> <p>Date</p>				
Subscriber signature:	<p>DocuSigned by:</p> <p><i>Susan Reilly</i></p> <p>F98FE1C3110447D.....</p> <p>Name: Susan Reilly</p> <p>Title: Director</p> <p>for and on behalf of the Subscriber</p> <p>9/2/2024</p> <p>.....</p> <p>Date</p>				

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PART B: ADDITIONAL INFORMATION

PART B1: CONSORTIA MEMBERS AND SUBSCRIPTION SITES

References to the Consortia Members shall include the member institutions listed in the table below (provided that the number of Consortia Members may be altered by the Subscriber pursuant to the Opt-Out Right and/or Opt-In Right specified in Part A).

Consortia Member:	Subscription Site(s)	IP addresses:
1 Dublin City University	Dublin City University, Technological University Dublin, Library central Services Unit, Dublin City Campus, Lower Rathmines Road, Dublin 6, Ireland	136.206.0.0 - 136.206.53.255 136.206.55.0 - 136.206.161.255 136.206.163.0 - 136.206.163.255 136.206.165.0 - 136.206.170.255 136.206.174.0 - 136.203.174.255 136.206.177.0 - 136.206.177.255 136.206.180.0 - 136.206.184.255 136.206.186.0 - 136.206.222.255 136.206.224.0 - 136.206.225.255 136.206.228.0 - 136.206.255.255 193.1(192-192);0.127) EZ Proxy: 154.59.124.118 Research Office Cloud based API: 54.195.242.207
2 National University of Ireland, Galway	National University of Ireland, University Road, Galway, Ireland	140.203*.* 193.1.218.160 - 191 87.44.3.0 - 15 EZ proxy: 140.203.12.3-7
3 National University of Ireland, Maynooth	Maynooth University Library, , Maynooth University, National University of Ireland Maynooth, Maynooth, Co. Kildare, W23 VP22, Ireland	149.157.0.0 - 149.157.255.255



4	Royal College of Surgeons in Ireland	Royal College of Surgeons in Ireland, 128 St Stephen's Green, Dublin 2, Ireland	193.1.1229.* 193.1.1254*
5	University College Cork	University College Cork, College Road, University College, Cork, T12 K8AF, Ireland	143.237.0.0 - 143.237.255.255 EZ Proxy: 154.29.124.137
6	University College Dublin (UCD)	University College Dublin, Belfield, Dublin 4, Ireland	137.43.0.0 - 137.43.255.255 (otherwise 137.43/16) 193.1.128.0 - 193.1.159.255 (otherwise 193.1.128.0/19) 193.1.160.0 - 193.1.175.255 (otherwise 193.1.160.0/20) EZ Proxy Server address: 154.59.124.137
7	Trinity College Dublin (TCD)	Trinity College Dublin, The University of Dublin, College Green, Dublin 2, Ireland	134.266.0.0 - 134.226.255.255
8	University of Limerick	University of Limerick, Limerick, V94 T9PX, Ireland	193.1.98.0 - 193.1.98.255 193.1.100.0 - 193.1.100.255 193.1.104.1 - 193.1.104.10 193.1.104.14 193.1.100.108 (proxy) 193.1.218.146
9	Technological University Dublin	Technological University Dublin (City Campus), Library Central Services Unit, Dublin City Campus, Lower Rathmines Road, Dublin 6, Ireland	147.252.*.*. 147.252.0.0 - 147.25.255.255 EZ Proxy: 154.59.124.211

PART B2: LICENSED MATERIAL

The Licensed Material shall include, in respect of each Consortia Member, the titles listed below. References to the *BMJ Standard Collection* or *BMJ Premier Collection* include those titles specified in the subsequent table within this Part B2.



References to the “BMJ Standard Collection” or “BMJ Premier Collection” include the following journal titles:

Title:	Collection:	
	BMJ Standard Collection	BMJ Premier Collection
Annals of the Rheumatic Diseases	X	X
Archives of Disease in Childhood	X	X
Archives of Disease in Childhood: Education & Practice	X	X
Archives of Disease in Childhood: Fetal & Neonatal	X	X
BMJ Evidence-Based Medicine	X	X
BMJ Innovations		X
BMJ Leader		X
BMJ Military Health		X
BMJ Quality & Safety	X	X
BMJ Sexual & Reproductive Health		X
BMJ Supportive & Palliative Care		X
British Journal of Ophthalmology	X	X
British Journal of Sports Medicine	X	X
Emergency Medicine Journal	X	X
European Journal of Hospital Pharmacy		X
Evidence-Based Nursing	X	X
Frontline Gastroenterology	X	X
Gut	X	X



Heart	X	X
Injury Prevention	X	X
International Journal of Gynecological Cancer		X
Journal of Clinical Pathology	X	X
Journal of Epidemiology & Community Health	X	X
Journal of Medical Ethics	X	X
Journal of Medical Genetics	X	X
Journal of NeuroInterventional Surgery	X	X
Journal of Neurology Neurosurgery & Psychiatry	X	X
Medical Humanities	X	X
Occupational and Environmental Medicine	X	X
Practical Neurology	X	X
Regional Anesthesia & Pain Medicine		X
Sexually Transmitted Infections	X	X
Thorax	X	X
Tobacco Control	X	X

PART B3: FEE BREAKDOWN PER CONSORTIA MEMBER

The Fee is broken down as between each Consortia Member as indicated below.



	Consortia Member	Item description (per Consortia Member)	Contract Year 1 (1 January 2024 – 31 December 2024):		Contract Year 2 (1 January 2025 – 31 December 2025):		Contract Year 3 (1 January 2026 – 31 December 2026):	
			Fee:	Total Fee (per Consortia Member):	Fee:	Total Fee (per Consortia Member):	Fee:	Total Fee (per Consortia Member):
1	Dublin City University	Publish Fee: BMJ Journals only	████	████	████	████	████	████
		Read Fee: BMJ Standard Collection	████	████	████	████	████	████
		Read Upgrades: The BMJ	████	████	████	████	████	████
2	National University of Ireland, Galway	Publish Fee: BMJ Journals only	████	████	████	████	████	████
		Read Fee: BMJ Standard Collection	████	████	████	████	████	████
		Read Upgrades: The BMJ	████	████	████	████	████	████
3	National University of Ireland, Maynooth	Publish Fee: BMJ Journals only	████	████	████	████	████	████
		Read Fee: BMJ Standard Collection	████	████	████	████	████	████
		Read Upgrades: The BMJ	████	████	████	████	████	████
4	Royal College of Surgeons in Ireland	Publish Fee: BMJ Journals only	████	████	████	████	████	████
		Read Fee: BMJ Standard Collection	████	████	████	████	████	████
		Read Upgrades: The BMJ	████	████	████	████	████	████
5	University College Cork	Publish Fee: BMJ Journals only	████	████	████	████	████	████
		Read Fee: BMJ Standard Collection	████	████	████	████	████	████
		Read Upgrades: The BMJ	████	████	████	████	████	████



6	University College Dublin (UCD)	Read Upgrades: The BMJ	████		████		████		████		████		████
		Publish Fee: BMJ Journals only	████		████		████		████		████		████
		Read Fee: BMJ Standard Collection	████		████		████		████		████		████
		Read Upgrades: The BMJ	████		████		████		████		████		████
7	Trinity College Dublin (TCD)	Publish Fee: BMJ Journals only	████		████		████		████		████		████
		Read Fee: BMJ Standard Collection	████		████		████		████		████		████
		Read Upgrades: The BMJ	████		████		████		████		████		████
		Publish Fee: BMJ Journals only	████		████		████		████		████		████
8	University of Limerick	Publish Fee: BMJ Journals only	████		████		████		████		████		████
		Read Fee: BMJ Standard Collection	████		████		████		████		████		████
		Read Upgrades: The BMJ	████		████		████		████		████		████
		Publish Fee: BMJ Journals only	████		████		████		████		████		████
9	Technological University Dublin	Publish Fee: BMJ Journals only	████		████		████		████		████		████
		Read Fee: BMJ Standard Collection	████		████		████		████		████		████
		Read Upgrades: The BMJ	████		████		████		████		████		████
		Publish Fee: BMJ Journals only	████		████		████		████		████		████

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PART C: GENERAL TERMS AND CONDITIONS

1. **Definitions** In addition to the terms defined in Part A above, the following defined terms are used in this Agreement:
 - Agreement:** this document including any schedules and any properly executed variations or addenda.
 - Authentication Method:** the means of user authentication determined by BMJ and through which access to Licensed Material is permitted which may include IP address authentication, access token and user registration.
 - Authorised Users:** employees, independent contractors and/or students of each Consortia Member who are authorised by a Consortia Member to have access to the Licensed Material from a Subscription Site. Authorised Users includes Walk-In Users.
 - DP Laws:** means: (i) the General Data Protection Regulation as it forms part of UK law by virtue of the European Union (Withdrawal) Act 2018, as modified by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI 2019/419) (**GDPR**); (ii) the Data Protection Act 2018; (iii) the Privacy and Electronic Communications Regulations 2003; and (iv) all other applicable laws in the UK or EU relating to the processing of personal data (each as amended or replaced from time to time). The terms **process**, **data subject** and **personal data** shall have the meanings as defined in the DP Laws.
 - Parties:** BMJ and the Subscriber. **Party** shall mean either of them.
 - Subscription Year:** each 12-month period of the Term.
 - Walk-In User:** a visitor to a Subscription Site who is permitted to access the Consortia Member's information services because of their physical location within that Subscription Site.
 - Website:** the BMJ controlled website(s) and/or mobile applications upon which the Licensed Material is displayed.
 - Website Terms:** the terms and conditions and privacy notices which govern the use of that Website.
2. **Interpretation** Any words following the terms **including, such as, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms. Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.
3. **Licence** In consideration of receipt of the Fee, BMJ grants the Subscriber (on behalf of each Consortia Member):
 - 3.1. a non-exclusive, non-transferable licence for the Term to permit each Consortia Member's Authorised Users to access the specified Licensed Material on the Website via the Authentication Method (provided that Walk-In Users shall not be permitted to access Licensed Material remotely); and
 - 3.2. a right to access and utilise the APC Fund during the Term in accordance with Part D of this Agreement.
4. **Intellectual Property**
 - 4.1. Subject to clause 4.2 (and excepting any withdrawn item(s) pursuant clause 4.2), BMJ warrants that it holds all the intellectual property rights in the Licensed Material and that use of this material by Authorised Users in accordance with both the terms and conditions of this Agreement and any applicable Creative Commons licence will not infringe the intellectual property rights of any third party. BMJ shall indemnify the Subscriber against all liabilities, costs expenses, damages and losses suffered or incurred by the Subscriber arising out of or in connection with the warranty provided pursuant to this clause 4.1 provided that the indemnity shall be conditional upon the Subscriber (and each Consortia Member as relevant): (a) giving written notice to BMJ (specifying the nature of the claim in reasonable detail) as soon as reasonably practicable upon becoming aware of the same; (b) not making any admission of liability, agreement or compromise in relation to the claim without the prior written consent of BMJ; and (c) giving BMJ and its professional advisers all reasonable assistance in relation to the claim.
 - 4.2. BMJ reserves the right to withdraw from the Licensed Material, any item or part of an item for any reason including where it no longer retains the right to publish, or where it has reasonable grounds to believe the content is unlawful, infringing, false, harmful, or defamatory. The Subscriber and each Consortia Member shall not have any claim of ownership of any intellectual property rights in the Licensed Material by reason of the licence granted above or use by its Authorised Users of the Licensed Material.
5. **Perpetual Rights** Where Licensed Material includes BMJ journals content (but excluding Case Reports), BMJ grants to the Subscriber (on behalf of each Consortia Member), a non-exclusive, royalty-free licence to permit its Authorised Users to access **in perpetuity** those BMJ journal articles included in the Licensed Material which are published during the Term. The means by which each Consortia Member shall have such perpetual access shall be in a manner determined by BMJ but shall be in electronic form. Where any Licensed Material for which perpetual access is granted is sold or where BMJ no longer retains the rights to such material, BMJ shall use its reasonable efforts to ensure that the purchaser or subsequent holder of the rights (as the case may be) will provide ongoing access to the affected articles. Perpetual rights shall not extend to any Licensed Material that is not a BMJ journal or any portion of journal material that has been expunged from the archive, removed pursuant to clause 4 above, damaged or sold. Should any back issues (or archival content) of any journal be accessible to Authorised Users during the Term, these shall not be part of a Consortia Member's perpetual access rights.
6. **Terms of Use**
 - 6.1. **Website terms and conditions.** Access to the Licensed Material by Authorised Users is subject to their compliance with



- the Website Terms. If an Authorised User fails to abide by the Website Terms, BMJ reserves the right to suspend or terminate such Authorised User's access immediately without liability.
- 6.2. *Third party materials.* Where Licensed Material includes content published by a third party, the Subscriber acknowledges that Authorised Users shall be subject to that third party's terms and conditions in relation to access and use of the third-party material.
- 6.3. *Accessibility.* Each Consortia Member may transcribe any portion of the Licensed Material into braille or enlarged type for Authorised Users who are visually impaired.
- 6.4. *Personal use.* Each Authorised User is permitted to download and use the Licensed Material only for that Authorised User's individual use in accordance with this Agreement.
- 6.5. *Interlibrary loan and course packs.* Where a Consortia Member is an academic institution, its Authorised Users may:
- 6.5.1. deliver single articles from BMJ Journals to fulfil requests from academic or other non-commercial libraries located in the Consortia Member's country as part of Interlibrary Loan; and
 - 6.5.2. incorporate a limited number of BMJ journal articles or abstracts from the Licensed Material in electronic course packs or other educational materials solely for the benefit of those Authorised Users (provided that each such use must carry acknowledgement of the source, title, author and publisher).
- 6.6. *Open Access Materials.* Where Licensed Material includes journal articles stated to be "Open Access", Authorised Users may reuse such articles subject to the terms of the Creative Commons Attribution licence referred to in the article.
- 6.7. *Prohibited use. Subject to clause 6.6, use of the Licensed Material for commercial purposes is prohibited under this Agreement. Commercial purposes include:*
- 6.7.1. copying or downloading any of the Licensed Material or linking to the Licensed Material for further redistribution, sale or licensing, for a fee;
 - 6.7.2. including any of the Licensed Material in other work that is then made available for sale or licensing for a fee;
 - 6.7.3. copying, downloading or posting any Licensed Material on a site or service that incorporates advertising with such content;
 - 6.7.4. using the Licensed Material for promotional or advertising purposes, whether direct or indirect, whether for a fee or otherwise e.g. distribution by or on behalf of pharmaceutical organisations; or
 - 6.7.5. using the Licensed Material for the purposes of monetary gain by means of sale, resale, license, loan, hire, transfer or any other form of commercial exploitation.
- 6.8. In addition to the above, the Subscriber, Consortia Members and Authorised Users **must not**:
- 6.8.1. create derivative works of the Licensed Material (or make any translation);
 - 6.8.2. remove, obscure, or change an author's name or affiliation, BMJ's or its licensor's copyright notices, policies, disclaimers, terms or other means of identification;
 - 6.8.3. systematically download or print any part of the Licensed Material;
 - 6.8.4. knowingly permit anyone other than Authorised Users to access or use the Licensed Material;
 - 6.8.5. include, mount or distribute any of the Licensed Material in other works (other than legally permitted quotations with an appropriate citation);
 - 6.8.6. use any web crawler or similar technology to index the Licensed Material; or
 - 6.8.7. provide or make available by electronic means to any third party who is not an Authorised User paper or electronic copies of any part of the Licensed Material.
- 7. Subscriber's and Consortia Members' obligations**
- 7.1. The Subscriber agrees to pay the Fee in the Currency in accordance with the payment terms set out in this Agreement.
- 7.2. The Subscriber shall (and the Subscriber shall ensure that each Consortia Member shall):
- 7.2.1. use its best endeavours to procure that Authorised Users are notified of, and comply with the Website Terms and any disclaimers which appear on a Website;
 - 7.2.2. undertake and maintain all reasonable security measures, necessary authentication and verification processes to ensure that only Authorised Users can access the Licensed Material and shall terminate any unauthorised access of which it becomes aware; and
 - 7.2.3. provide BMJ with the information BMJ reasonably requires to set up access via the Authentication Method (including, where applicable, internet protocol addresses), and **BMJ is not obliged to provide access to the Licensed Material unless and until it is in receipt of such information.**
- 7.3. If the Subscriber or any Consortia Member becomes aware of any intellectual property infringement or unauthorised access to the Licensed Material, the Subscriber shall (on behalf of itself or the relevant Consortia Member) notify BMJ immediately and cooperate fully with BMJ in its investigation of such infringement or unauthorised access. The Subscriber shall ensure that each Consortia Member shall cooperate fully with BMJ in its investigation of such infringement or unauthorised access. If the specific abuser(s) cannot be identified or stopped, BMJ has the right to withhold, suspend, or terminate access to all or any portion of the Licensed Material, without liability.
- 8. Subscriber's and Consortia Members' Liability** The Subscriber shall procure that each Consortia Member complies in full with the obligations set out in this Agreement. The Subscriber shall be liable for any act or omission by an Authorised User which, had such act or omission been by Subscriber, would be a breach of the terms of this Agreement. The Subscriber warrants that it has the express written consent of all Consortia Members to enter into this Agreement and



sign it on their behalf.

9. **Print materials** Where the Licensed Materials specified in Part B2 are said to include copies of the relevant titles in print format, those print versions of BMJ journals will be delivered to the address(es) for the relevant Consortia Member as specified in Part B1 or as otherwise agreed in writing. The costs of delivery are included in the Fee. Unless otherwise agreed in writing, BMJ will deliver all issues printed during the Term starting with the issue current on the Commencement Date. BMJ will make every effort to deliver the print versions of BMJ journals within 30 days of each publication, but cannot be held responsible for postal or customs delays. Any claims for non-delivery must be notified in writing to Customer Services or by email to support@bmj.com as soon as possible and any claim notified later than three months after the publication date of the relevant issue will not be upheld where BMJ has evidence that the Licensed Materials were despatched.
10. **Fee and payment** The Fee is due and payable by Subscriber (or its authorised representative) in the Currency in accordance with the payment terms stated in Part A above. If no such terms are stated, the payment terms included on each BMJ invoice shall apply. Where the Licensed Material includes a print publication for delivery overseas, the Subscriber (or relevant Consortia Member(s)) may be subject to import duties and taxes, which are levied once the package reaches the specified destination. Any additional charges for customs clearance must be borne by the Subscriber (or relevant Consortia Member, as applicable). BMJ has no control over these charges and cannot predict what they may be. The Subscriber is responsible for ensuring each Consortia Member promptly pays the full amounts due from it under this Agreement as further described in Part B3. Submission of an order by the Subscriber for the subscription referred to in this Agreement may be taken on BMJ's behalf by a third-party agent authorised by BMJ. Where applicable, payment of the Fee may also be made to such BMJ agents. The Subscriber is responsible for ensuring any third party authorised to make payments on its behalf (including payments made by the Subscriber on behalf of a Consortia Member) shall promptly pay BMJ (or BMJ's authorised agent) the full amounts due under this Agreement.
11. **Technical access** BMJ will not have any liability should a Website become unavailable or access to a Website become slow or incomplete due to system back-up procedures, internet traffic volume, upgrades, overload of server requests, network failures or delays, or any other cause which may from time to time make a Website slow, incomplete or inaccessible to Authorised Users.
12. **Termination**
- 12.1. Subject to clause 12.5, and unless otherwise terminated in accordance with this termination clause, access to the Licensed Material under this Agreement shall be provided for the Term. Termination or expiration of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry. Either Party may terminate this Agreement if the other Party becomes insolvent, subject to receivership, liquidation or similar external administration.
- 12.2. BMJ may terminate this Agreement where an act or omission by the Subscriber, a Consortia Member or an Authorised User gives rise to a material or persistent breach of any term of this Agreement or any term of the Website Terms which (if capable of remedy) the Subscriber fails to remedy within 30 days of notification in writing from BMJ; or if the Subscriber defaults on making payment of the Fee or any applicable renewal fee.
- 12.3. Unless BMJ terminates this Agreement for the Subscriber's breach, upon termination or expiry of this Agreement:
- 12.3.1. access by Authorised Users to the Licensed Material (and the right to receive print copies if applicable) shall cease except for any perpetual access granted under this Agreement; and
- 12.3.2. any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiration of this Agreement shall remain in full force and effect.
- Where BMJ terminates this Agreement for the Subscriber's or a Consortia Member's breach, any perpetual access rights shall terminate and access to all Licensed Material by Authorised Users shall cease.
- 12.4. The Subscriber may terminate this Agreement where BMJ commits a material or persistent breach of any term of this Agreement and fails to remedy such breach (if capable of remedy) within 30 days of notification in writing from the Subscriber.
- 12.5. Where the Term persists for longer than 12 months, BMJ shall have the right to terminate this Agreement at the end of each Year of the Term upon giving not less than 90 days' prior notice to the Subscriber.
13. **Warranty and liability**
- 13.1. BMJ may provide Consortia Members and Authorised Users with links to third-party websites. Where such links exist, BMJ excludes all liability for the content of such websites. The Licensed Material is provided on an "as is" basis without any warranties including any as to accuracy, completeness, merchantability, quality of metadata, fitness for purpose or otherwise. Any statements made to the contrary are void.
- 13.2. To the fullest extent permitted by law, BMJ and its licensors expressly exclude any representations, conditions, warranties and other terms which are implied by statute, common law or otherwise.
- 13.3. Licensed Material is not intended to act as a substitute for the professional judgement of a health professional. Use of the Licensed Material is at a Consortia Member's or Authorised User's own risk.
- 13.4. The Subscriber shall indemnify BMJ and its licensors against any claims, costs, expenses, proceeding, awards and demands made against the BMJ or its licensors by a Consortia Member, an Authorised User or any other party using the Licensed Material under, or as a result of, the rights granted to the Subscriber or a Consortia Member in this Agreement.



- 13.5. To the fullest extent permitted by law and other than expressly provided for herein, in no circumstances shall BMJ be liable to the Subscriber, to a Consortia Member, to an Authorised User, or to any party, for any indirect, incidental or consequential losses or expenses arising out of this Agreement or an inability to access the Licensed Material or the APC Fund.
- 13.6. Nothing in this Agreement seeks to exclude liability for death or personal injury caused by BMJ's negligence or fraudulent misstatement. If either Party has any liability under this Agreement, their aggregate liability shall not exceed the Fee applicable for access to the Licensed Material during the 12-month period preceding any claim or notice of damages.
- 14. Usage statistics and data protection**
- 14.1. Anonymised and aggregated usage statistics covering the online usage of all content included in the Licensed Material shall be made available to each Consortia Member. Where journals are included in Licensed Material, such usage statistics will adhere to the specifications of the COUNTER Code of Practice, including data elements collected and their definitions, data processing guidelines, usage report content, format, frequency and delivery method.
- 14.2. In accordance with the terms of BMJ's privacy notice (<https://www.bmj.com/company/your-privacy/>), BMJ may make available to the Subscriber and Consortia Members personal data pertaining to individual Authorised Users and their usage of the Licensed Materials.
- 14.3. Where personal data is provided by BMJ, the Subscriber undertakes (and the Subscriber shall ensure that each Consortia Member shall undertake) to use the personal data received from BMJ pursuant to clause 14.2 above strictly for the purposes of assessing the usage of the Licensed Materials, recognising and managing continuing professional development, providing accreditation and/or to provide learning support or learning management to its Authorised Users only, and the Subscriber shall not use the personal data in a manner that could unfairly override the interests or fundamental rights and freedoms of the data subjects.
- 14.4. Before receiving any personal data from BMJ pursuant to clause 14.2, the Subscriber shall ensure that each Consortia Member inform its Authorised Users that their personal data shall be collected by BMJ and shared with them and shall provide its Authorised Users with the following information:
- 14.4.1. how the relevant Consortia Member and the Subscriber shall process the personal data and its purpose(s) for doing so;
- 14.4.2. the identities of any third parties with whom either the Subscriber or the relevant Consortia Member may share the personal data; and
- 14.4.3. any other information required to be provided to the data subject(s) pursuant to the DP Laws.
- 14.5. Each of BMJ and the Subscriber shall (and the Subscriber shall ensure that each Consortia Member shall) comply fully with the DP Laws and all other applicable laws relating to data protection and with regard to the collection, processing and use of any personal information about Authorised Users which either Party or a Consortia Member may obtain by reason of this Agreement. The Subscriber shall (and the Subscriber shall ensure that each Consortia Member shall) provide its full assistance to BMJ to enable BMJ to comply with its obligations pursuant to this clause 14.5.
- 14.6. The provisions of this clause 14 will survive termination or expiry of this Agreement and shall remain in full force and effect so long as the Subscriber or any Consortia Member directly or indirectly processes any transferred personal data.
- 15. Confidentiality, registration and redaction**
- 15.1. For the purposes of this Agreement **Confidential Information** means all commercial and financial information (however recorded or preserved) in this Agreement or arising in connection with this Agreement and including (without limitation):
- 15.1.1. the amount of the Fee (or any part thereof) including any breakdown of the Fee as between each Consortia Member as provided in Part B3 of this Agreement;
- 15.1.2. the amount of the APC Fund described in Part D1 of this Agreement (or any part thereof) and which, for the avoidance of doubt, where applicable shall include the fact that any such APC Fund is said to be 'unlimited'; and
- 15.1.3. any IP addresses, contact names, contact email addresses or other identifiable information.
- 15.2. Subject to clause 15.3 of this Part C, the Parties acknowledge that the Subscriber may, at its own cost and expense:
- 15.2.1. register the Agreement (or information contained within the Agreement) with the ESAC Transformative Agreement Registry, Open APC and/or any other websites or platforms from time to time for the registration of transformative agreements; and
- 15.2.2. make available the Agreement (or information contained within the Agreement) on the Subscriber's or a Consortia Member's institutional website, together, "**Registration**".
- 15.3. The Subscriber undertakes to ensure that any Confidential Information is kept confidential and that it is fully redacted from any copy or other reproduction of this Agreement and from any information, documents or other materials which may be submitted, disclosed or otherwise made available as part of any Registration. The Subscriber undertakes to ensure that each Consortia Member shall comply with the obligations in this clause 15.3 and the Subscriber shall be liable for the failure of any Consortia Member to comply with those obligations.
- 15.4. The Parties agree and acknowledge that the provisions of this clause 15 are fair and reasonable for the purposes of protecting BMJ's commercially sensitive information. The provisions of this clause 15 shall survive for a period of 5 years from termination or expiry of this Agreement.
- 16. Fraud, bribery and corruption** The Subscriber shall notify BMJ immediately if it becomes aware of, or has grounds for



suspecting, any fraud or any action, including giving or receiving any financial or other advantage, that may be construed as a bribe under applicable law (**Malpractice**), relating to this Agreement or to the use of the Licensed Material. Without prejudice to any other remedy it may have, if BMJ has grounds for believing that the Subscriber, any Consortia Member, or any of the Authorised Users has committed a fraud or Malpractice relating to this Agreement or the Licensed Material, BMJ may, in its absolute discretion suspend access to the Licensed Material until it has fully investigated and determined whether or not there has been any fraud or Malpractice.

17. **General**

- 17.1. Neither Party shall be liable for failure, default or delay in performing its obligations under this Agreement, caused by a force majeure event such as any act of God, war or threatened war, act or threatened act of terrorism, riot, strike, lockout, fire, flood, drought, tempest or other event beyond the reasonable control of either Party.
- 17.2. BMJ may assign or transfer any of its rights and obligations under this Agreement by giving written notice to the Subscriber. The Subscriber may not assign its rights or transfer its obligations without the prior written consent of BMJ.
- 17.3. Variations to this Agreement are only valid if recorded in writing and signed by both Parties.
- 17.4. If any provision of this Agreement is held to be invalid, the remainder of the provisions shall continue in full force and effect.
- 17.5. No third party shall be entitled to enforce the terms of this Agreement and the Parties hereby exclude any such rights for any third party enforcement.
- 17.6. No delay or failure by either Party to exercise any of its powers, rights or remedies under this Agreement will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any further exercise of them. Any waiver, to be effective, must be in writing and signed by a duly authorised representative of each Party.
- 17.7. Any notice under this Agreement must be in writing and may be delivered or sent by first class post or email to the offices of the relevant Party set out in Part A (or as otherwise notified from time to time) and such notice shall be deemed to have been received upon successful transmission of email (subject to proof) or 7 (seven) days from the date of posting.
- 17.8. Where this Agreement is bilingual, the English language version shall prevail.
- 17.9. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with its subject matter of formation shall be governed and construed in accordance with the laws of England and Wales. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

PART D: PUBLICATION TERMS

PART D1: APC FUND(S)

During the Term, the following fund(s) shall be made available to the Subscriber and each Consortium Member for use in accordance with Part D of this Agreement. References in this Agreement to “**APC Fund**” shall mean the relevant fund, as appropriate, listed below.

Hybrid APC Fund:	The Hybrid APC Fund shall be capped at the Allowance(s) listed below and may only be utilised in connection with those Eligible Journal(s) described below.	
	Allowance:	In each Subscription Year, the Hybrid APC Fund shall be capped at the following amount(s):
		Subscription Year 1 2024:
Subscription Year 2 2025:		Unlimited
	Subscription Year 3 2026:	Unlimited
Eligible Journal(s):	Any BMJ Hybrid Journal title (as listed in Part D2 below).	

PART D2: BMJ HYBRID JOURNALS

BMJ Hybrid Journal:	References to “ BMJ Hybrid Journal ” include the following titles:
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Title:	Creative Commons Licence:	
	CC-BY*	CC-BY-NC**
Annals of the Rheumatic Diseases		X
Archives of Disease in Childhood		X
Archives of Disease in Childhood: Education & Practice		X
Archives of Disease in Childhood: Fetal & Neonatal		X
BMJ Evidence-Based Medicine	X	
BMJ Innovations	X	
BMJ Leader	X	
BMJ Military Health	X	
BMJ Quality & Safety	X	
BMJ Sexual & Reproductive Health	X	
BMJ Supportive & Palliative Care	X	
British Journal of Ophthalmology		X
British Journal of Sports Medicine	X	
Emergency Medicine Journal	X	
European Journal of Hospital Pharmacy	X	
Evidence-Based Nursing	X	
Frontline Gastroenterology		X
Gut		X
Heart		X
Injury Prevention	X	
International Journal of Gynecological Cancer	X	
Journal of Clinical Pathology	X	
Journal of Epidemiology & Community Health	X	

	Journal of Medical Ethics	X	
	Journal of Medical Genetics		X
	Journal of NeuroInterventional Surgery		X
	Journal of Neurology Neurosurgery & Psychiatry		X
	Medical Humanities	X	
	Occupational and Environmental Medicine	X	
	Practical Neurology		X
	Regional Anesthesia & Pain Medicine	X	
	Sexually Transmitted Infections	X	
	Thorax		X
	Tobacco Control	X	

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PART D3: PUBLICATION TERMS AND CONDITIONS

- Definitions** The following additional defined terms are used in this Part D3:

Accepted Manuscript: the final draft version of the Eligible Article, which has been accepted for publication in an Eligible Journal and peer reviewed but not copyedited, typeset or published.

Allowance: the total value of the relevant APC Fund as specified in D1.

APC(s): the article processing charge that BMJ charges for the publication of an Eligible Article as an Open Access Article within an Eligible Journal.

APC Fund: means those fund(s) described in Part D1 above.

BMJ's Self-Archiving and Permissions Policy: BMJ's policy on self-archiving which is currently available via <https://www.bmj.com/company/products-services/rights-and-licensing/author-self-archiving-and-permissions/> (and as may be updated or amended from time to time).

BMJ's Standard Author Licence: the contract for the relevant Eligible Journal title which is entered into between BMJ and the author(s) of the relevant Eligible Article, a copy of which is currently available via the following URL (as updated from time to time): <https://authors.bmj.com/policies/copyright-and-authors-rights/>

Eligible Article: an original article reporting on primary research which: (i) is agreed to be published as an Open Access Article; (ii) written by an Eligible Author; (iii) is submitted and accepted to an Eligible Journal during the Term; and (iv) complies with any other article requirements of the relevant Eligible Journal (as updated from time to time). References to an Eligible Article shall include all text, audio, video and audio-visual material, abstracts, databases, tables, data, diagrams, photographs and other images or illustrative material, all drafts of the Eligible Article, the version of the Eligible Article accepted for publication by BMJ and the Version of Record).

Eligible Author(s): an author who is affiliated with a Consortia Member and has been verified in the CCC profile dashboard by the Consortia Member at the time of acceptance. **Affiliated** means current students enrolled at or accredited to the relevant Consortia Member or who are current teaching and research staff employed by or otherwise accredited to that Consortia Member as at the time of article acceptance. Where an Eligible Article is published by multiple authors, only the corresponding author may qualify as the Eligible Author in respect of that Eligible Article.

Eligible Journal(s): in respect of the relevant type of APC Fund, has the corresponding meaning as described in Part D1.

Open Access Article(s): an Eligible Article, for which BMJ is granted non-exclusive right of use, published under the agreed CC licence as set out in part D2. In accordance with BMJ's written policies, it is agreed with the Eligible Author to be made

available to access without charge and which may be reused by third parties in accordance with clause 5 of this Part D3. Open Access Articles will be clearly identified as Open Access Articles. BMJ will endeavour to make all published Open Access Articles available to anyone on its website at all times.

Original Version (Preprint): the pre-review version of an Eligible Article that is submitted to an Eligible Journal or any earlier draft, which has not been peer reviewed.

Version of Record: the final version of the relevant Eligible Author's Open Access Article that has been published by BMJ in an Eligible Journal, whether as part of a specified volume, issue or online (for the avoidance of doubt, this does not include any early release article).

2. Application of the APC Fund

2.1 Eligible Authors may submit their Eligible Article(s) to any Eligible Journal in accordance with the terms for submission applicable to that Eligible Journal (as set out on the relevant BMJ journal website home page). For the avoidance of any doubt, nothing in this Agreement shall affect, alter, or detract from Eligible Authors' obligations to comply in full with BMJ's and the relevant Eligible Journal's policies, procedures, editorial decisions, publication terms and conditions, instructions to authors, licences and any other terms and conditions or requirements made known by BMJ or the editorial team of the relevant Eligible Journal(s).

2.2 BMJ shall notify The Subscriber of any changes to the list of Eligible Journals.

2.2.1. where an Eligible Journal becomes a fully OA (Gold) journal, it will remain an Eligible Journal for the purpose of this agreement

2.3 If an Eligible Article is accepted for publication during the Term, upon Consortia Member approval, that Eligible Article may be published as an Open Access Article without the Eligible Author having to pay the associated APC. Instead, the amount of the APC that would otherwise have been payable for publication in that title will be deducted (at the applicable Eligible Journal's rate) from the relevant APC Fund as appropriate. No publication costs in addition to the APC will be charged for online publications. All online images will be published in colour and no additional page charges will be applied.

2.4 The Subscriber and each Consortia Member acknowledge and agree that all Consortia Members will use the same APC Fund, irrespective of their individual contribution to the Publish Fee (or share of the Publish Fee as stated in Part B3).

2.5 Where the Allowance of an APC Fund is a fixed amount (as opposed to being 'unlimited'):

2.5.1. the value of all APCs deducted from that APC Fund must not exceed the relevant Allowance;

2.5.2. Eligible Authors' APCs shall be deducted from the appropriate APC Fund on a "first come, first served basis" in the order of the date that BMJ deducts the relevant APC rate from the appropriate APC Fund following acceptance of an Eligible Article (and therefore it is possible that the value of APCs allocated to Eligible Authors from any one Consortia Member may exceed that Consortia Member's proportionate share of the applicable APC Fund);

2.5.3. the Subscriber and each Consortia Member acknowledge that the relevant APC Fund may be exhausted before some Consortia Members' Eligible Authors have had a chance to have any of their research published under this Agreement;

2.5.4. no reimbursements or refunds shall be due if the total number of aggregate APCs deducted during the Term is lower than the value of the Allowance for that APC Fund; and

2.5.5. the balance of each APC Fund will be reset at the end of each Subscription Year (and, for the avoidance of doubt, any remaining or unused balance of the Allowance will be lost and will not be carried over into any subsequent Subscription Year(s)).

2.6 The APC Fund and the remaining or unused balance of the Allowance is non-exchangeable, non-transferable and no cash alternative is offered.

3. Identification of Eligible Authors and workflow

3.1 BMJ will identify approved Eligible Articles that have been submitted by Eligible Authors and will indicate the availability of this Agreement to Eligible Authors via BMJ's website (currently available <https://authors.bmj.com/open-access/institutional-programme/>, as may be updated or modified from time to time), where Eligible Authors will find information on each Consortia Member's entitlements as part of this Agreement.

3.2 Eligible Authors may opt-out of publishing their submitted manuscript as an Open Access Article and in such cases, BMJ is not required to seek the approval of the Consortia Member.

3.3 Eligible Authors shall be identified through their applicable Consortia Member's group Ringgold identifier. Verification is based on Consortia Member approval via the CCC Agreement Manager Dashboard. BMJ shall update any changes to the Eligible Author's affiliation details (from submission to acceptance). The Subscriber and each Consortia Member shall provide to BMJ all requested billing and user account details, lists of valid Ringgold identifiers and email domains, for the purpose of setting up each Consortia Member's profile within the CCC Open Access Agreement Manager Tool. BMJ shall have no liability to any Consortia Member or Eligible Author where an APC has paid in error if the Consortia Member to whom the Eligible Author is affiliated has failed to provide the necessary details to BMJ in accordance with this clause.

3.4 Where an Eligible Author is not identified on acceptance of their Eligible Article due to an error or omission on BMJ's part (which shall include circumstances where an Eligible Author contacts BMJ's editorial office to request that their affiliation be updated after submission):

- 3.4.1. if their Eligible Manuscript has already been published by BMJ as a non-Open Access Article then, provided that the Allowance of the applicable APC Fund is sufficient to cover the cost of the relevant APC (charged at the applicable Eligible Journal's rate):
- (i) BMJ will contact the affected Eligible Author and offer them the opportunity to convert their published non-Open Access Article into an Open Access Article; and
 - (ii) if the affected Eligible Author opts to convert their non-Open Access Article into an Open Access Article then BMJ will deduct the cost of the applicable APC from the relevant APC Fund as appropriate; or
- 3.4.2. if their Eligible Article has already been published by BMJ as an Open Access Article (and an APC has already been paid in full to BMJ in respect of the publication of that Eligible Article) then, provided that the Allowance of the applicable APC Fund is sufficient to cover the cost of the relevant APC (charged at the applicable Eligible Journal's rate) then:
- (i) BMJ shall deduct the cost of the applicable APC from the relevant APC Fund as appropriate; and
 - (ii) BMJ will contact the Eligible Author to arrange a refund of the APC which was already originally received by BMJ in respect of that Eligible Article (which shall be refunded using the Eligible Author's original method of payment).
- 4. Annual account performance reports**
- 4.1 During the Term, each Consortia Member may at any time access reporting on a self-serve basis via the CCC Open Access Agreement Manager tool to allow them to monitor Open Access Articles published by their Eligible Authors pursuant to this Part D. Reports shall be generated in machine readable, structured format (as comma separated value file format (csv)) and shall include the following information for each Open Access Article published pursuant to this Part D:
- 4.1.1. bibliographic metadata (including journal title, journal abbreviation, journal ISSN, volume, issue, pages, article title, authors' names, Creative Commons licence type) or DOI;
 - 4.1.2. Eligible Author name including ORCID;
 - 4.1.3. acceptance date; and
 - 4.1.4. publication date.
- Exported data requests can be sent to openaccess@bmj.com. BMJ will also deliver article metadata including licence information to CrossRef and other relevant third parties. Open Access Article metadata will specify that the relevant Creative Commons licence has been applied.
- 4.2 Where provided by an Eligible Author, BMJ undertakes to use ORCID (<http://orcid.org/>) throughout the workflow from submission to publication and expose those Eligible Authors' disclosed ORCID ID in Eligible Articles and via Abstracting & Indexing services, CrossRef and other discovery services.
- 4.3 BMJ shall be responsible for updating the DOAJ and SHERPA/RoMEO websites in connection with any Eligible Articles published by BMJ pursuant to this Part D.
- 4.4 BMJ will comply with the last version of NISO's *Recommended Practice on Access and Licensing Indicators* (<https://www.niso.org/standards-committees/access-and-license-indicators>), including, but not limited to, guidance regarding *free_to_read* and *license_reference* metadata fields and regarding mechanisms for distributing metadata.
- 4.5 Following receipt of an annual report pursuant to clause 4.1 Part D3, BMJ shall identify Eligible Articles which have not been published in an Eligible Journal or Eligible Articles which have been published in Eligible Journals, but published Open Access, and where the Eligible Author has not already explicitly declined an invitation to publish under the Agreement. The Subscriber will verify the author's eligibility. The Subscriber will make BMJ aware of details of articles they wish to be converted and BMJ will invite the Eligible Author(s) to apply an Open Access licence to their article. BMJ will respond to the Subscriber with an updated report detailing which articles have been converted to Open Access and articles where the Eligible Author has declined or failed to respond to the invitation.
- 4.6 BMJ shall report to the Subscriber:
- 4.6.1. on journals that have flipped during the year from/to a subscription model to/from an open access model, including hybrid model,
 - 4.6.2. on journals that do or do not have Plan S Transformative Journal Status (<https://www.coalition-s.org/addendum-to-the-coalition-s-guidance-on-the-implementation-of-plan-s/>),
 - 4.6.3. annually on all articles editorially accepted for publication which are written by Eligible Authors and are either:
 - 4.6.4. published in conformity with this Agreement; or
 - 4.6.5. published open access but not in conformity with this Agreement (e.g. author paid the APC or the Publisher waived APC); or
 - 4.6.6. published subscription (not open access) during the Term.
 - 4.6.7. The annual reports shall cover the previous calendar year and shall be delivered in the first quarter of the following year.
 - 4.6.8. 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.
 - 4.6.9. For each article, the Publisher will complete the metadata fields indicated in Appendix 1:



publication reporting metadata.

4.6.10. 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. "

5. Open Access Publication Terms

5.1 Each Eligible Article accepted for publication in an Eligible Journal title pursuant to this Agreement shall be published by BMJ under the applicable Creative Commons Licence specified in Part D2 unless either:

5.1.1. the research on which an Open Access Article is based is funded by the Wellcome Trust, UK Research and Innovation, NIH, or any other funder that mandates the use of CC-BY licence (provided that the Eligible Author must advise BMJ at the point of submission of the Eligible Article whether the funding source is one of the aforementioned funding bodies); or

5.1.2. BMJ has expressly agreed that the CC-BY licence shall apply, in which case the Version of Record of an Eligible Article shall be published under the terms of the Creative Commons Attribution 4.0 International Licence (CC BY 4.0) further details of which are available at <https://creativecommons.org/licenses/by/4.0/> or any subsequent versions of that licence as determined by BMJ.

5.2 BMJ shall use all reasonable efforts to ensure that published Open Access Articles meet the W3C accessibility standards (www.w3.org/WAI/Resources/#in)

6. **Author self-archiving** Eligible Authors shall be permitted to store a copy of their work in their institutional repository.

**APPENDIX 1:
Publication reporting metadata**

Reporting period start		DD/MM/YYYY	
Reporting period end		DD/MM/YYYY	
Relevant draw-down date for an article's inclusion in the agreement's annual OA fund/allocation		submission date / acceptance date / publication date etc.	
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			
https://esac-initiative.org/about/transformational-agreements/reference-guide/negotiation/			
ESAC requirements	IReL requirements	Column	Notes
ESAC Mandatory	IReL Mandatory	DOI	
ESAC Mandatory	IReL Mandatory	Article title	



ESAC Mandatory	IReL Mandatory	Article Open Access type (e.g. gold, closed)	Types: gold, hybrid, green, bronze or closed
ESAC Mandatory	IReL Mandatory	Article License (where relevant, e.g. CC-BY)	
ESAC Mandatory	IReL Mandatory	Article type (e.g. original paper, review article, etc.)	
ESAC Mandatory	IReL Mandatory	Article type relevant to contract (yes/no, i.e. peer reviewed article)	
ESAC Mandatory	IReL Mandatory	Publication date (first/online)	
ESAC Recommended	IReL Mandatory	Relevant date for agreement (date of submission/acceptance/publication) - as specified in row 3 above	
	IReL Mandatory	Editorial acceptance date (if relevant date for agreement is not the acceptance date)	
ESAC Recommended	IReL Recommended	Discipline (e.g. HSS/STEM)	
ESAC Mandatory	IReL Mandatory	Publisher name	
ESAC Mandatory	IReL Mandatory	Journal title	
ESAC Mandatory	IReL Mandatory	Journal ID (publisher-specific)	
ESAC Mandatory	IReL Mandatory	Print ISSN	
ESAC Mandatory	IReL Mandatory	Online ISSN	
	IReL Mandatory	Journal eligible for OA in IReL agreement (y/n)	
ESAC Mandatory	IReL Mandatory	Journal business model (e.g. hybrid, fully OA, subscription)	
ESAC Mandatory	IReL Mandatory	APC list price (where relevant)	
ESAC Mandatory	IReL Mandatory	Invoice amount (where relevant)	
ESAC Recommended	IReL Mandatory	Invoicing channel (i.e. author, funder, agreement)	If the invoicing channel is an agreement, please specify the fund / allocation used, along with its period, eg "IReL R&P OA fund, 2022"
ESAC Mandatory	IReL Mandatory	Currency (where relevant)	



ESAC Recommended	IReL Recommended	Discount/surcharge category	
ESAC Recommended	IReL Recommended	Discount/surcharge amount	
ESAC Mandatory	IReL Mandatory	Corresponding author name (or eligible author that counts under the agreement, i.e. submitting) (if multiple, list all)	
ESAC Mandatory	IReL Mandatory	Corresponding author email	
ESAC Recommended	IReL Requested	Corresponding author ORCID	NORF National Action Plan for Open Research will deliver a National PID Roadmap in 2023 which is expected to direct the Irish research sector to prioritise adoption of PIDs, including ORCID
ESAC Mandatory	IReL Mandatory	Corresponding institution name (affiliation as on the VoR) (if multiple, list all)	
ESAC Recommended		Corresponding institution ID: (e.g. Ringgold, ROR)	
	IReL Requested	Corresponding institution ID: ROR	NORF National Action Plan for Open Research will deliver a National PID Roadmap in 2023 which is expected to direct the Irish research sector to prioritise adoption of PIDs, including ROR
	IReL Mandatory	Corresponding author institution name (standardised)	Note for publisher: Institution name should be standardised as defined in IReL-publisher license agreement, as distinct from affiliation as on the VoR)
ESAC Recommended	IReL Requested	Funder ID (where applicable)	NORF National Action Plan for Open Research will deliver a National PID Roadmap in 2023 which is expected to direct the Irish research sector to prioritise adoption of PIDs, including Crossref FundRef DOIs
ESAC Recommended	IReL Mandatory	Funder name (where relevant)	



ESAC Recommended	IReL Requested	Grant ID (where relevant)	NORF National Action Plan for Open Research will deliver a National PID Roadmap in 2023 which is expected to direct the Irish research sector to prioritise adoption of PIDs, including Crossref Grant DOIs
ESAC Recommended	IReL Recommended	Funding acknowledgement from the article (if available)	
ESAC Recommended	IReL Recommended	Notes and comments	
	IReL Mandatory	author opted out of inclusion in agreement (y/n)	
	IReL Mandatory	approved/rejected for inclusion in agreement by participating institution	Note for IReL member: if publisher does not support this at time of article acceptance, it must be completed by the institution at the time of annual reporting
	IReL Mandatory	approved/rejected by (name of individual in participating institution)	Note for IReL member: if publisher does not support review at the time of article acceptance, or if article published outside the agreement, this must be completed at time of annual reporting
	IReL Mandatory	date of approval/rejection by participating institution	Note for IReL member: if article was not approved/rejected at time of article acceptance (ie author opted out of OA offer), it must be approved/rejected at the time of annual reporting
	IReL Mandatory	where applicable, indicate if IReL OA quota exceeded at time of article acceptance	
	IReL Mandatory	article initially published outside agreement and retrospectively included (yes / no)	
	IReL Mandatory	if retrospectively included in agreement, has the APC been refunded to author (y / n / not applicable)	

