



Read and Publish Agreement

between

1. THE ROYAL SOCIETY of 6-9 Carlton House Terrace, London SW1Y 5AG, United Kingdom, Registered Charity No 207043 ("the Publisher")

and

2. National University of Ireland Maynooth, Maynooth University acting on behalf of itself and as agent on behalf of the **IReL consortium** members with an address at IReL, Maynooth, University Library, Co. Kildare, W23 VP22, Ireland ("IReL") ("the Licensee" and "the Member Institution")

Agreement dated: 8th December 2023

Part 1 – Reading element
Part 2 – Publishing element

Part 1: Reading element.

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AND WHEREAS the Licensee desires to use the rights and the Publisher desires to grant to the Licensee the licence to use the rights for the Subscription Fee, subject to the terms and conditions of this Licence.

IT IS AGREED AS FOLLOWS: -

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Current members of the faculty and other staff of the Licensee (whether on a permanent, temporary, contract or visiting basis) and individuals who are currently studying at the Licensee's institution, who are permitted to access the Secure Network from within the Library Premises or from such other places where Authorized Users work or study (including but not limited to Authorized Users' offices and homes, halls of residence and student dormitories) and who have been issued by the Licensee with a password or other authentication together with other persons who are permitted to use the Licensee's library or information service and access the Secure Network but only from computer terminals within the Library Premises.

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Virtual Learning Environment

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8. LICENSEE'S UNDERTAKINGS

8.1 The Licensee shall:

8.1.1 use reasonable endeavours to ensure that Authorized Users are aware of the importance of respecting the intellectual property rights in the Licensed Materials and of the terms and conditions of this Licence, and use reasonable endeavours to notify Authorized Users of the terms and conditions of this Licence and take steps to protect the Licensed Materials from unauthorized use or other breach of this Licence;

8.1.2 use reasonable endeavours to monitor compliance and immediately upon becoming aware of any unauthorized use or other breach, inform the Publisher and take all reasonable and appropriate steps, including disciplinary action, both to ensure that such activity ceases and to prevent any recurrence;

8.1.3 provide the Publisher, within 30 days of the date of this Agreement, with information sufficient to enable the Publisher to provide access to the Licensed Material in accordance with its obligation under clause 7.2.3. Should the Licensee make any significant change to such information, it will notify the Publisher not less than ten (10) days before the change takes effect.

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9.1 Each party shall use its best endeavours to safeguard the intellectual property, confidential information and proprietary rights of the other party.

10. TERM AND TERMINATION

10.1 In addition to automatic termination (unless renewed) under clause 2.2, this Licence shall be terminated:

10.1.1 if the Licensee wilfully defaults in making payment of the Fee as provided in this Licence and fails to remedy such default within thirty (30) days of notification in writing by the Publisher;

10.1.2 if the Publisher commits a material or persistent breach of any term of this Licence and fails to remedy the breach (if capable of remedy) within thirty (30) days of notification in writing by the Licensee;

10.1.3 if the Licensee commits a wilful material and persistent breach of the Publisher's copyright or other intellectual property rights or of the provisions of clause 3 in respect of usage rights or of clause 6 in respect of prohibited uses;

10.1.4 if either party becomes insolvent or becomes subject to receivership, liquidation or similar external administration.

10.2 On termination all rights and obligations of the parties automatically terminate except for obligations in respect of Licensed Materials to which access continues to be permitted as provided in clause 2.3.

10.3 On termination of this License for cause, as specified in clauses 10.1.1 and 10.1.3, the Licensee shall immediately cease to distribute or make available the Licensed Materials to Authorised Users except as provided in clause 2.3.

10.4 On termination of this Licence by the Licensee for cause, as specified in clause 10.1.2 above, the Publisher shall forthwith refund the proportion of the Fee that represents the paid but un-expired part of the Subscription Period.

11. GENERAL

11.1 This Licence constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter of this Licence, whether oral or written.

11.2 Alterations to this Licence and to the Schedules to this Licence are only valid if they are recorded in writing and signed by both parties.

11.3 This Licence may not be assigned by either party to any other person or organisation, nor may either party sub-contract any of its obligations, except as provided in this Licence in respect of the management and operation of the Server, without the prior written consent of the other party, which consent shall not unreasonably be withheld.

11.4 If rights in all or any part of the Licensed Materials are assigned to another publisher, the Publisher shall use its best endeavours to ensure that the terms and conditions of this Licence are maintained.

11.5 Any notices to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the addressee as set out in this Licence or to such other address as notified by either party to the other as its address for service of notices. All such notices shall be deemed to have been received within 14 days of posting.

11.6 Neither party's delay or failure to perform any provision of this Licence, as result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) shall be deemed to be, or to give rise to, a breach of this Licence.

11.7 The invalidity or un-enforceability of any provision of this Licence shall not affect the continuation or enforceability of the remainder of this Licence.

11.8 Either party's waiver, or failure to require performance by the other, of any provision of this Licence will not affect its full right to require such performance at any subsequent time, or be taken or held to be a waiver of the provision itself.

11.9 This Licence shall be governed by and construed in accordance with English law; the parties irrevocably agree that any dispute arising out of or in connection with this Licence will be subject to and within the jurisdiction of the courts of England.

Part 2: Publishing element.

WHEREAS the Publisher is an internationally-recognised publisher which supports the wider dissemination of research

AND WHEREAS the Member Institution desires to support its authors in publishing Open Access Articles in internationally-renowned journals.

ROYAL SOCIETY READ AND PUBLISH OPEN ACCESS PUBLISHING AGREEMENT

FEE: See **Schedule 1**.

THE TERM: 1st Jan 2024 to 31st Dec 2026 (“the Subscription Period”)

ROYAL SOCIETY JOURNALS COVERED UNDER THE AGREEMENT:

<i>Biology Letters</i>	offers <i>Open Choice</i>
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<i>Journal of the Royal Society Interface</i>	offers <i>Open Choice</i>
<i>Notes and Records of the Royal Society</i>	offers <i>Open Choice</i>
<i>Philosophical Transactions of the Royal Society A</i>	offers <i>Open Choice</i>
<i>Philosophical Transactions of the Royal Society B</i>	offers <i>Open Choice</i>
<i>Proceedings of the Royal Society A</i>	offers <i>Open Choice</i>
<i>Proceedings of the Royal Society B</i>	offers <i>Open Choice</i>
<i>Open Biology</i>	a wholly Open Access Journal
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1. KEY DEFINITIONS

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IT IS AGREED AS FOLLOWS

This Open Access Article workflow below is outlined as a means to develop an article-based open access business model.

2. AGREEMENT

2.1 This Agreement covers the Eligible Authors at the Member Institution publishing unlimited Open Access Articles in the journals of the Publisher.

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2.3 The Publisher agrees to list the Member Institution on the Web Site as a supporter of the Publisher's Open Access publishing for the lifetime of this Agreement.

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2.5 The Member Institution will use reasonable endeavours to inform its Eligible Authors about the terms and conditions of the Membership and provide them with the necessary information to be able to make use of the Membership's benefits.

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2.7 The Publisher will reserve the right to verify eligibility of the users. For the avoidance of doubt only the institution of the corresponding author can claim the free at point of use option for the **accepted article**. The Publisher will ensure that any changes to the Eligible Author's affiliation details (from submission to acceptance) are updated.

2.8 The Member Institution, within sixty (60) days from the expiry of this Agreement, has the right to notify the Publisher in writing about any articles published during the terms of validity of this Agreement which have not been granted free at point of use terms.

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

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b) following receipt of an annual report (as per Schedule 8.5), the Members will identify Articles by Eligible Authors which have not been published open access, and where the Eligible Author has not already explicitly declined an invitation to publish open access under the Agreement. The Members will verify the author's eligibility. The Consortium will then forward details of articles they wish to be converted to the publisher, who will invite the author to apply an open access licence to their article.

Within six weeks, the Publisher will respond to the Consortium with an updated report detailing which articles have been converted to open access following the invitation, and articles where the author has declined or failed to respond to the invitation.

2.9 Anomalies reported by members to the Royal Society should be used to inform future decisions on other articles to be accepted under the agreement. IReL do not expect the Royal Society to retrospectively paywall the article or to seek an APC in the wild from the author.

2.10 When negotiating any subsequent agreement, the projection of articles to be published should be based on our average during the term, excluding any anomalies reported.

2.11 Both parties agree to work together during the Term to regularly review the performance of this Agreement's OA publishing provision, to make reasonable efforts to identify and implement improvements, and to promptly troubleshoot any issues as they arise.

3 OPEN ACCESS

3.1 Membership enables academic and research institutions, funders and corporations to actively support and encourage Open Access in scholarly communication. Membership entitles authors who are Eligible Authors to publish as free at point of use, allowing them to publish more content as Open Access, growing the institution's research exposure and citation of articles. Open Access Articles undergo the same standards of high-quality, rapid peer-review and production as other articles, whilst meeting the requirements of research funders requiring Open Access publication.

3.2 Open Access Articles published on the Web Site are made freely available to all on an open access basis, immediately upon publication on the World Wide Web.

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

3.4 Where applicable Open Access Articles are deposited in PubMed Central by the Publisher on the author's behalf.

3.5 Open Choice is an option found in journals that publish both Open Access Articles and non-Open Access content. With Open Choice an author has the choice to pay an Article Publishing Charge to have their article published as Open Access. The Publisher operates a transparent pricing policy in which the subscription price of each journal is calculated by taking into account the number of non-Open Access articles published in that journal. There may be other pricing factors but through this method we take account of the income from Article Publishing Charges in partially Open Access Journals.

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- for any reuse or distribution, it must be made clear to others what the license terms of this work are.

Published Open Access Articles will clearly identify in text and/or branding the article's open access license.

4 ELIGIBLE AUTHORS

4.1 Authors ("Eligible Authors") who intend to publish articles as open access must be current staff or students of the Member Institution at the moment of publication.

4.2 Eligible Authors must be the primary corresponding author as confirmed at the moment of **Editorial Acceptance Date**, and the Member Institution must be given as their affiliation in the article submission process at or before final acceptance stage.

4.3 If authors have not provided details to identify their eligibility at submission, they are not guaranteed to be identified as eligible to publish open access under this agreement.

4.4 Publisher will not directly charge an Eligible Author for the article publication charge.

4.5 Eligible Authors can decide not to allow their article to be made open access and publish subscription based instead.

5 EDITORIAL INDEPENDENCE

5.1 Nothing herein contained shall oblige the Publisher to publish any article submitted by an author or the Member Institution. The Member Institution acknowledges that the selection of material to be published on the Web Site is entirely at the discretion of the Publisher and the Member Institution waives any claim it may have in the event that the Publisher refuses or declines to publish any material (or part thereof) submitted by an author or the Member Institution.

6 TERMS OF PUBLICATION

6.1 The Member Institution acknowledges that before any material submitted by an author or the Member Institution will be accepted for publication the author and the owner of any copyright in such material will be required to agree to the Publisher's existing terms and conditions of publication (including any terms relating to Open Access Articles).

7 MEMBERSHIP SUBSCRIPTION

7.1 The Member Institution agrees to pay to the Publisher the annual Publishing Fee before the Commencement Date of this Agreement. The Member Institution will receive before the end of the Term an invoice for fees for renewal of the Membership Subscription for a further period of one year.

8 PUBLISHER'S UNDERTAKINGS

8.1 The Publisher shall:

8.1.1 provide the Member Institution, within 30 days of the date of this Agreement, with information sufficient to enable the Member Institution to link to our Open Access Membership web page.

8.1.2 use reasonable endeavours to ensure that the Server has adequate capacity and bandwidth to support the usage of the Member Institution at a level commensurate with the standards of availability for information services of similar scope operating via the World Wide Web, as such standards evolve from time to time over the term of this Agreement.

8.1.3 Publisher shall provide quarterly reports of the total number of Articles published in conformity with this Agreement. This list shall be provided both in machine readable form in a structured format as comma separated value file format (csv) and in human readable format and shall include the following details:

- Name of the publisher
- Bibliographic metadata (Journal title, journal abbreviation, journal ISSN, volume, issue, pages, article title, authors' names) and DOI
- Affiliated author, incl. ORCID
- Affiliated author's institution
- Date of acceptance
- Publication date

Publisher shall label Open Access Articles 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>. For now this will be a manual process until there is a workflow to automate this addition.

Publisher will also deliver article metadata including open access license information to Crossref and other relevant third parties. The CrossRef records for Open Access Article must specify that the relevant Creative Commons license has been applied to the version of record.

8.2 The Publisher reserves the right at any time to withdraw from the Web Site any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable.

8.3 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE PUBLISHER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF DESIGN, ACCURACY OF THE INFORMATION CONTAINED ON THE WEB SITE, MERCHANTABILITY OR FITNESS OF USE FOR A PARTICULAR PURPOSE. THE MEMBER WEB PAGE AND THE WEB SITE ARE SUPPLIED 'AS IS'.

8.4 EXCEPT AS PROVIDED IN THIS AGREEMENT UNDER NO CIRCUMSTANCES SHALL THE PUBLISHER BE LIABLE TO THE MEMBER INSTITUTION OR ANY OTHER PERSON, INCLUDING BUT NOT LIMITED TO ELIGIBLE USERS, FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER ARISING OUT OF THE

INABILITY TO USE, OR THE USE OF, THE WEB SITE. IRRESPECTIVE OF THE CAUSE OR FORM OF ACTION, THE PUBLISHER'S AGGREGATE LIABILITY FOR ANY CLAIMS, LOSSES, OR DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT SHALL IN NO CIRCUMSTANCES EXCEED THE FEE PAID BY MEMBER INSTITUTION TO THE PUBLISHER UNDER THIS AGREEMENT IN RESPECT OF THE SUBSCRIPTION PERIOD DURING WHICH SUCH CLAIM, LOSS OR DAMAGE OCCURRED. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES. REGARDLESS OF THE CAUSE OR FORM OF ACTION, THE MEMBER INSTITUTION MAY BRING NO ACTION ARISING FROM THIS AGREEMENT MORE THAN TWELVE (12) MONTHS AFTER THE CAUSE OF ACTION ARISES.

8.5 Annual Account performance reports

8.5.1 The Publisher will report annually on:

8.5.1.1 the Publisher's journals that have flipped during the year from/to a subscription model to/from an open access model, including hybrid model,

8.5.1.2. the Publisher's journals that do or do not have Plan S Transformative Journal Status (<https://www.coalition-s.org/addendum-to-the-coalition-s-guidance-on-the-implementation-of-plan-s/>),

8.5.1.3 the proportion of articles published open access in each of the Publisher's journals.

8.5.2 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.

The annual reports shall cover the previous calendar year and shall be delivered in the first quarter of the following year.

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.

For each article, the Publisher will complete the metadata fields indicated in Appendix 1: publication reporting metadata.

During the Term the Publisher will make reasonable efforts to enhance its annual reporting to provide all of IReL's metadata requirements as listed in Appendix 1: publication reporting metadata.

9 MEMBER INSTITUTION'S UNDERTAKINGS

9.1 The Member Institution undertakes to promote the benefits of the Agreement to their faculty staff and researchers, who are Eligible Authors, this could be done through the institution's library portal, intranet, newsletters, emails, social media, or other preferred communications of the Member Institution, where applicable, or Eligible Authors could be referred direct to the Publisher's Web Site for further information should this be deemed necessary by the Member Institution.

9.2 The Member Institution shall, in consideration for the benefits that qualify under this Agreement, pay the Fee within thirty (30) days of receipt of invoice, and if applicable, prior to each subsequent Subscription Period and receipt of such payment shall be a condition of this Agreement coming into effect. For the avoidance of doubt, the Fee shall be exclusive of any sales, use, value added or similar taxes and the Member Institution shall be liable for any such taxes in addition to the Fee.

9.3 The Member Institution will verify the corresponding author affiliation of articles in the quarterly reports and advise the Publisher of any anomalies within sixty (60) days of receipt.

10 UNDERTAKINGS BY BOTH PARTIES

10.1 Each party shall use its best endeavours to safeguard the intellectual property, confidential information and proprietary rights of the other party.

11 TERM AND TERMINATION

11.1 In addition to automatic termination (unless renewed) under clause 2.4, this Agreement shall be terminated:

11.1.1 if the Member Institution wilfully defaults in making payment of the Fee as provided in this Agreement and fails to remedy such default within thirty (30) days of notification in writing by the Publisher;

11.1.2 if the Publisher commits a material or persistent breach of any term of this Agreement and fails to remedy the breach (if capable of remedy) within thirty (30) days of notification in writing by the Member Institution;

11.1.3 if the Member Institution commits a wilful material and persistent breach of the Publisher's copyright or other intellectual property rights;

11.1.4 if either party becomes insolvent or becomes subject to receivership, liquidation or similar external administration.

11.2 On termination all rights and obligations of the parties automatically terminate.

11.3 On termination of this Agreement by the Member Institution for cause, as specified in clause 10.1.2 above, the Publisher shall forthwith refund the proportion of the Fee that represents the paid but un-expired part of the Subscription Period.

12 GENERAL

12.1 This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter of this Agreement, whether oral or written.

12.2 Alterations to this Agreement and to the Schedules to this Agreement are only valid if they are recorded in writing and signed by both parties.

12.3 This Agreement may not be assigned by either party to any other person or organisation, nor may either party sub-contract any of its obligations, except as provided in this Agreement in respect of the

management and operation of the Server, without the prior written consent of the other party, which consent shall not unreasonably be withheld.

12.4 If rights in all or any part of the Membership are assigned to another publisher, the Publisher shall use its best endeavours to ensure that the terms and conditions of this Agreement are maintained.

12.5 Any notices to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the addressee as set out in this Agreement or to such other address as notified by either party to the other as its address for service of notices. All such notices shall be deemed to have been received within fourteen (14) days of posting.

12.6 Neither party's delay or failure to perform any provision of this Agreement, as result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) shall be deemed to be, or to give rise to, a breach of this Agreement.

12.7 The invalidity or un-enforceability of any provision of this Agreement shall not affect the continuation or enforceability of the remainder of this Agreement.

12.8 Either party's waiver, or failure to require performance by the other, of any provision of this Agreement will not affect its full right to require such performance at any subsequent time, or be taken or held to be a waiver of the provision itself.

12.9 This Agreement shall be governed by and construed in accordance with English law; the parties irrevocably agree that any dispute arising out of or in connection with this License will be subject to and within the jurisdiction of the courts of England.

AS WITNESS the hands of the duly authorized representatives of the parties the day and year below first written

FOR THE PUBLISHER: THE ROYAL SOCIETY

Name: GRAHAM ANDERSON

Date: _08 December 2023

Position / Title: Head of Publishing Operations

Signature:



FOR THE MEMBER INSTITUTION:

Name: Susan Reilly

Date: 12/12/2023

Position / Title: IReL Director

Signature:



Appendix 1: publication reporting metadata

TBC

SCHEDULE 1**LICENSED MATERIALS SUBSCRIPTION PERIOD AND ACCESS METHOD**

A schedule dated 08/12/23 to the Licence dated 08/12/23 to between THE ROYAL SOCIETY and IReL consortium.

THE LICENSED MATERIALS

Title/Package	Subscription Period	Format	Read & Publish Fee
Package S – Excellence in Science Collection	01/01/2024 – 31/12/2024	Online	€20,880 Reading €16,880 Publishing €4,000
Package S – Excellence in Science Collection	01/01/2025 – 31/12/2025	Online	€23,000 Reading €16,000 Publishing €7,000
Package S – Excellence in Science Collection	01/01/2026 – 31/12/2026	Online	€23,500 Reading €14,500 Publishing €9,000

ACCESS METHOD

- Authentication via IP address
 Authentication via Shibboleth: _____

AS WITNESS the hands of the duly authorized representatives of the parties the day and year below first written

FOR THE PUBLISHER: THE ROYAL SOCIETY

Name: GRAHAM ANDERSON

Date: _08 December 2023

Position / Title: Head of Publishing Operations

Signature:

FOR THE MEMBER INSTITUTION:

Name: Susan Reilly

Date: 12/12/2023

Position / Title: IReL Director

Signature:

**SCHEDULE 2
LIBRARY PREMISES**

A schedule dated 08/12/23 to the Licence dated 08/12/23 to between THE ROYAL SOCIETY and IReL consortium.

Licensee’s member list:

Member institution name	Library RoR ID	Library contact	Library email
1. Dublin City University	https://ror.org/04a1a1e81	<i>Supplied</i>	<i>Supplied</i>
2. Maynooth University	https://ror.org/048nfjm95	“	“
3. National University Of Ireland, Galway	https://ror.org/03bea9k73 https://ror.org/01hxy9878	“	“
4. Royal College Surgeons In Ireland	https://ror.org/04t0qbt32	“	“
5. Technological University Dublin	https://ror.org/02tyrky19	“	“
6. Trinity College Dublin	https://ror.org/03265fv13	“	“
7. University College Cork	https://ror.org/05m7pjf47	“	“
8. University College Dublin	https://ror.org/00a0n9e72	“	“
9. University Of Limerick	https://ror.org/0471xye93	“	“
10. Higher Education Authority	https://ror.org/0271asj38	“	“
11. Science Foundation Ireland	https://ror.org/03sx84n71	“	“
12. Teagasc	https://ror.org/051sx6d27	“	“
13. NEW for 2024: Dublin Institute for Advanced Studies (DIAS)			

AS WITNESS the hands of the duly authorized representatives of the parties the day and year below first written

FOR THE PUBLISHER: THE ROYAL SOCIETY

Name: GRAHAM ANDERSON

Date: _08 December 2023

Position / Title: Head of Publishing Operations

Signature:

FOR THE MEMBER INSTITUTION:

Name: Susan Reilly

Date: 12/12/2023

Position / Title: IReL Director

Signature: