



Emerald Publishing Limited

and

MAYNOOTH UNIVERSITY

AGREEMENT

THIS AGREEMENT is made on the 21st day of March, 2024

BETWEEN: Emerald Publishing Limited, a company whose registered office is at Floor 5, Northspring, 21 – 23 Wellington Street, Leeds LS1 4DL, United Kingdom.

("Publisher")

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

RECITALS

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

AND WHEREAS the Publisher provides access to its product Emerald eJournal Premier which is an electronic repository of full text journals and issues vouchers that can be redeemed by Eligible Authors for publishing their content;

AND WHEREAS Maynooth University wishes to enter into this Agreement in order for Members of the Consortium to be authorised to access and use the Licensed Material and Eligible Authors to redeem vouchers for publishing their content;

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

IT IS AGREED AS FOLLOWS

1 DEFINITIONS

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

Authorised Users means an individual who is registered with and authorised by a Member to access its information services (whether on-site or off-site) via Secure Authentication and who is:

- a current student of the Member (including undergraduates and postgraduates) or an alumni of the Member;
- a member of staff of the Member (whether permanent or temporary, including retired members of staff and any teacher who teaches Authorised Users registered in the Republic of Ireland);
- a contractor of the Member; or
- a Walk-In User.

Walk-in Users are persons who are allowed by the Member to access the Member's information services from computer terminals within the physical premises of the Member. For the avoidance of doubt, Walk-In Users may be given access to the Licensed Material by any wireless Secure Network. Walk-in Users are not allowed off-site access to the Licensed Material.

Authentication Information means passwords, user names and any other information necessary to access Licensed Material by means of the Secure Authentication.

Commercial Use means use for the purpose of earning monetary reward or generating profit (whether by or for the Consortium, a Member or its Authorised Users) by means of the sale, resale, loan, transfer, licence, hire or other form of exploitation of the Licensed Material, but, for the avoidance of doubt, excluding:

- use for which the Member is entitled only to be reimbursed its costs (which may include overhead costs); and

- use of the Licensed Material in the course of research funded by a commercial or for-profit organisation.

Consortium	means the group of Members, as set out in SCHEDULE 4: Consortium Members.
Educational Purposes	means education, teaching, tuition, training, instruction, learning, private study and/or research, including distance learning and teaching.
Initial Subscription Period	means the period set out in SCHEDULE 1: Subscription Period and Fee.
Intellectual Property Rights	means any copyright and other intellectual property rights, howsoever arising and in whatever media, whether or not registered or capable of registration, including (without limitation) trade marks, patents, service marks, trade names, database rights, rights in computer software, registered design and any applications or rights to apply for the protection of the registration of these rights and all renewals and extensions thereof throughout the world.
Fee	means the fee for access to and use of the Licensed Material as set out in SCHEDULE 1: Subscription Period and Fee.
Licensed Material	means the electronic journals or other materials and resources, which include and any other resources, subscribed to by a Member under this Agreement and as identified in SCHEDULE 2: Licensed Material.
Member	means a university, other educational institution or research organisation that is a member of the Consortium and listed in SCHEDULE 4: Consortium Members, (which may be updated from time to time by written notice by Maynooth University to reflect changes in the membership of the Consortium).
Renewal Period	has the meaning given to it in Clause 9.1.

Secure Authentication	means access to the Licensed Material by Irish Access Management Federation compliant technology (Edugate), Internet Protocol (“IP”) ranges or by a username and password provided by the Members; or by another means of authentication agreed between the Publisher and the Members.
Secure Network	means a network which is only accessible to Authorised Users by Secure Authentication.
Subscription Year	means the period of twelve (12) months from the first day of the Initial Subscription Period and each consecutive period of twelve (12) months thereafter during which this Agreement is in force.
Term	means the Initial Subscription Period and any Renewal Period.

1.2 Headings contained in this Agreement are for reference purposes only and shall not be deemed to be an indication of the meaning of the clause to which they relate.

1.3 Where the context so implies, words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.

2 LICENCE GRANT

2.1 The Publisher hereby grants to each Member, subject to and in accordance with the terms of this Agreement, a non-exclusive licence to access and use the Licensed Material and to allow Members and Authorised Users to access and use the Licensed Material via Secure Authentication for Educational Purposes (the “**Licence**”).

2.2 In consideration for the Publisher’s licensing of the Licensed Material pursuant to Clause 2.1, the Members undertake to pay to the Publisher the Fee in accordance with the provisions of Clause 8.

3 PERMITTED USES

3.1 Without limitation, this Licence permits each Member for Educational Purposes to:

- 3.1.1 provide Authorised Users with integrated access and an integrated article author, article title and keyword index to the Licensed Material and all other similar material licensed from other publishers;
- 3.1.2 incorporate links to the Licensed Material on a Member's intranet or other electronic learning website operated by the relevant Member;
- 3.1.3 to supply to another library in the Republic of Ireland (whether by post, fax or, provided the electronic file is deleted immediately after printing, secure electronic transmission), a single copy of the whole of, or parts of or extracts from, Licensed Material, and to download such Licensed Material for such purpose;
- 3.1.4 provide single printed or electronic copies of single articles at the request of individual Authorised Users;
- 3.1.5 display, download and print parts of the Licensed Material for the purpose of promoting or testing the Licensed Material, or for training Authorised Users;
- 3.1.6 to convert or adapt Licensed Material into Braille or other formats or forms suitable for providing access to, and use by, Authorised Users with impaired mental and/or physical abilities and to provide access to such converted or adapted form;
- 3.1.7 allow Authorised Users for Educational Purposes only to:
 - (i) access the Licensed Material by Secure Authentication in order to search, browse, retrieve, display and view the Licensed Material;

- (ii) electronically download, store and save parts of the Licensed Material for the exclusive use of that Authorised User;
- (iii) print out single copies of parts of the Licensed Material;
- (iv) incorporate parts of or extracts from the Licensed Material in electronic or printed course packs or management systems to be used in the course of instruction and/or virtual learning and/or research environments hosted on a Secure Network. Authorised Users must specify the title and copyright owner of the Licensed Material used in the course packs;
- (v) incorporate parts of or extracts from the Licensed Material in printed or electronic form in assignments, portfolios, theses, dissertations and other submissions (“Academic Works”), and to make reproductions of the Academic Works for personal use, library deposit and/or to provide to sponsors of the Academic Works. Authorised Users must specify the source, listing title and author of the extract, title and author of the work, copyright notice, and each publisher of the Licensed Material used in the Academic Works;
- (vi) use the Licensed Material to perform and engage in text or data mining activities for academic research and other Educational Purposes and allow Authorised Users to mount, load and use the results in accordance with this Licence.

4 RESTRICTIONS

4.1 Except where this Agreement states otherwise or as otherwise agreed by the parties, each Member shall not (and shall use reasonable efforts to procure that its Authorised Users shall not):

- 4.1.1 sell or resell the Licensed Material unless the Publisher has given permission in writing to do so;

- 4.1.2 remove, obscure or alter copyright notices, acknowledgements or other means of identification, or disclaimers;
- 4.1.3 alter or adapt the Licensed Material, except to the extent necessary to make it perceptible on a computer screen, or as otherwise allowed in this Agreement. For the avoidance of doubt, no material alteration of the words or their order is allowed;
- 4.1.4 display or distribute any part of the Licensed Material on any electronic network, including the Internet, other than by a Secure Network. For the avoidance of doubt, text mining and data mining output as referred to in Clause 3.1.7(vi) can be displayed and distributed on any electronic network, including the Internet, provided that such output is: (i) for non-commercial purposes only; (ii) is subject to the confidentiality provisions set out in clause 17 below; and (iii) does not contain copies of copyright works owned or licensed to the Publisher;
- 4.1.5 use all or any part of the Licensed Material for any Commercial Use or for any purpose other than Educational Purposes;
- 4.1.6 provide access and/or allow use of the Licensed Material by anyone other than Authorised Users; or
- 4.1.7 provide access to Walk-In Users to the Licensed Material at a location other than the Members' premises (but, for the avoidance of doubt, may provide access on such premises by wireless means).

5 RESPONSIBILITIES OF THE PUBLISHER

5.1 The Publisher agrees to:

- 5.1.1 make the Licensed Material available to the Members and Authorised Users for the duration of the Term;

- 5.1.2 ensure the availability of the Licensed Material 99.98% of the time, 24 hours a day, seven days a week (except when routine maintenance is carried out in which case the Publisher shall carry out the maintenance at a time that causes least inconvenience to Maynooth University, Members and the Authorised Users), and shall restore access to the Licensed Material as soon as possible after any interruption or suspension to the Licensed Material;
 - 5.1.3 provide support to Authorised Users by e-mail or by a telephone help desk, and assist Authorised Users with general enquiries and issues in connection with the Licensed Material, including relating to access, use, functionality and content of the Licensed Material, and shall use reasonable endeavours to resolve any such enquiries and issues promptly;
 - 5.1.4 use all reasonable efforts to ensure that the relevant server or servers have adequate capacity and bandwidth to support the usage of the Members and their Authorised Users;
 - 5.1.5 use all reasonable efforts to ensure that the Licensed Material does not contain any viruses or other computer programming routines which are intended to damage or detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal data and it shall take all reasonable precautions to ensure that no known viruses for which detection and antidote software is generally available are coded or introduced into the Licensed Material;
- 5.2 The Publisher reserves the right at any time to withdraw from the Licensed Material any item or part of an item:
- 5.2.1 for which it no longer retains the right to publish and for which the Publisher has been unable to secure the provisions as set out in Clauses 9.10 and 9.11; or

- 5.2.2 for which the Publisher has reasonable grounds to believe it infringes copyright or other Intellectual Property Rights or is otherwise defamatory, obscene, unlawful or otherwise objectionable.

In the event that the Publisher decides to withdraw any part of the Licensed Material, the Publisher shall give reasonable prior written notice to the Members. If the withdrawn material represents more than ten per cent (10%) of the Licensed Material, the Publisher shall promptly refund to the Members on a pro rata basis such part of the Fee as relates to the period after the material is withdrawn, taking into account the amount of material withdrawn and the length of the Initial Subscription Period and any Renewal Period remaining.

- 5.3 Where articles by Eligible Authors are editorially accepted for publication in the Licensed Materials (or Emerald fully open journals or the Emerald Open Research (EOR) platform) on a date during the Term, the Publisher will offer the Eligible Author the option to make article version of record open access as per the terms set out in Schedule 5: Open Access Provision.

6 RESPONSIBILITIES OF THE PUBLISHER: INFORMATION AND LIBRARY MANAGEMENT STANDARDS

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

7 RESPONSIBILITIES OF THE MEMBERS

- 7.1 Each Member agrees to:

7.1.1 take all reasonable steps to ensure that only Authorised Users are provided with access to Licensed Material;

7.1.2 provide passwords and other Authentication Information to Authorised Users only and to take reasonable steps to prevent Authorised Users from providing such information to any other person or entity;

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

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

8 FEE

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

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

Email: irel@mu.ie

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

9 TERM AND TERMINATION

- 9.1 The Agreement shall commence on the first day of the Initial Subscription Period and shall continue for the Initial Subscription Period. Thereafter, this Agreement may be renewed by the parties for such further period as they may agree to in writing (the “**Renewal Period**”).
- 9.2 Maynooth University (acting as agent on behalf of the Members) may terminate this Agreement without cause by notifying the Publisher, in writing, at least sixty days before the end of the relevant Subscription Year, in which case this Agreement shall terminate upon the expiry of the applicable Subscription Year.
- 9.3 Subject at all times to Clause 9.4 below, a Member’s participation in this Agreement may be terminated without cause by Maynooth University notifying the Publisher in writing, at least sixty days before the end of the relevant Subscription Year, in which case the Parties will amend Schedule 4 to exclude the Member, and Schedule 1 to reflect reduced fees in the subsequent Subscriptions Years of the Term following the Member leaving the Agreement.
- 9.4 The entitlement for a Member to terminate its participation in this Agreement pursuant to Clause 9.3 above shall be subject to a maximum of 3 Members across the Term of this Agreement. The parties agree that, in the event 3 Members have terminated their participation pursuant to Clause 9.3, the right for an individual Member to terminate shall no longer exist and Clause 9.3 shall cease to apply.
- 9.5 Maynooth University (acting as agent on behalf of the Members) may terminate this Agreement with immediate effect by written notice to the Publisher if the Publisher is in material breach of any obligation under this Agreement and, in the event of a material breach capable of being remedied, fails to remedy the breach within thirty (30) days of receipt of notice in writing of such breach.
- 9.6 A Member’s participation in this Agreement may be terminated with immediate effect by the Publisher on written notice if the Member is in material breach of any obligation under this Agreement and, in the event of a material breach capable of being remedied, fails to remedy the breach within thirty (30) days of receipt of notice in writing of such breach.

9.7 If a Member's participation in this Agreement is terminated then that Member's further rights and obligations under this Agreement shall cease upon the effective date of such termination, but such termination:

9.7.1 shall not prejudice any rights or liabilities of any party in connection with that Member which may have arisen on or before the effective date of such termination; and

9.7.2 shall have no effect on the continuation in force of the Agreement.

9.8 Upon termination of this Agreement where the Licenced Materials are sold with access in perpetuity/continual archive rights (see SCHEDULE 2: Licensed Material) (except where a Member's participation in this Agreement is terminated under clause 9.6) the Publisher will provide the Members and Authorised Users with access to and use of the full text of the Licensed Material in accordance with those rights (for products purchased on a subscription basis this will be content which was published and paid for within the term of this Agreement, without charge, by one or more of the following options:

9.8.1 continuing online access to archival copies of the same Licensed Material on the Publisher's server; or

granting access to the same Licensed Material through one of the e-journals archiving solutions as listed in SCHEDULE 3 – Industry Standards. For the avoidance of doubt, access to and use of archival copies shall be subject to the terms and conditions as set out in Clauses 3 and 4 of this Agreement.

9.9 Members are permitted to:

9.9.1 mount the archival copies of the Licensed Material supplied by the Publisher in accordance with Clause 9.8;

9.9.2 communicate, make available and provide access to such Licensed Material via a Secure Network to Authorised Users in accordance with the terms of this Agreement;

9.9.3 make copies of or re-format the Licensed Material contained in the archival copies supplied by the Publisher in any way

to ensure their future preservation and accessibility in accordance with this Agreement;

9.10 In the event that ownership of a part or parts of the Licensed Material is sold by the Publisher or otherwise transferred to another publisher, the Publisher will use all reasonable efforts to retain a non-exclusive copy of the volumes published during the term of this Agreement and make them available without charge to Members:

9.10.1 through the Publisher's server; or

9.10.2 by supplying such material without charge to Members in accordance with the procedure described in Clause 9.8.

9.11 In the event that the Publisher ceases to publish a part or parts of the Licensed Material (including back issues of a title as part of the Licensed Material), the Publisher will:

9.11.1 maintain a digital archive of such Licensed Material; make the digital archive available to Members without charge either through the Publisher's server, via a third party server (including e-journals archiving initiatives as listed in SCHEDULE 3 – Industry Standards).

9.11.2 or by supplying the digital archive to Member without charge in accordance with the procedure described in Clause 9.8.

9.12 The archival copies supplied in accordance with Clauses 9.8.1 will contain all textual content of the Licensed Material but may not contain all links and other features and functionality associated with the online version available via the Publisher's server. Access and use of such copies will be free of charge.

9.13 On termination of this Agreement by Maynooth University due to a material breach by the Publisher, the Publisher will promptly reimburse Maynooth University such proportion of the Fee as relates to period after termination of the Agreement on a pro rata basis.

9.14 Except in instances where the Member(s)' participation has been terminated pursuant to Clause 9.4 (in which case the Member(s) shall destroy copies of

any Licensed Materials in its possession or control and promptly provide to Publisher such evidence as it may reasonable require of the Member(s)' compliance with this requirement), upon termination of this Agreement, copies of parts of the Licensed Material made by Members or Authorised Users may be retained. Such copies may be used after termination of this Agreement subject to the terms of Clauses 3 and 4 of this Agreement, which terms shall survive any termination of this Agreement.

10 ACKNOWLEDGEMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 10.1 Each Member acknowledges that all Intellectual Property Rights in the Licensed Material are the property of the Publisher or duly licensed to the Publisher and that this Agreement does not assign or transfer to any Member any right, title or interest therein except as otherwise set out in this Agreement.
- 10.2 For the avoidance of doubt, the Publisher hereby acknowledges that any Intellectual Property Rights created by a Member as a result of local mounting of the Licensed Material as referred to in Clause 9.9 shall be the property of that Member.
- 10.3 For the avoidance of doubt, the Publisher hereby acknowledges that any Intellectual Property Rights created by Authorised Users as a result of text mining/data mining of the Licensed Material as referred to in Clause 3.1.7(vi) shall be the property of the relevant Authorised User or its Member, as applicable.

11 REPRESENTATION, WARRANTIES AND INDEMNIFICATION

- 11.1 The Publisher warrants to the Members that the Licensed Material and all Intellectual Property Rights therein are owned by or licensed to the Publisher and that the Licensed Material used as contemplated in this Agreement shall not infringe any Intellectual Property Rights or other rights of any natural or legal person. The Publisher agrees that the Members shall have no liability and the Publisher will indemnify, defend and hold the Members harmless against any and all damages, liabilities, claims, causes of action, legal fees and costs incurred by any Member in defending against any third party claim of Intellectual Property Rights infringements or threats of claims thereof with

respect to the Member's or its Authorised Users' use of the Licensed Material, provided that:

- 11.1.1 the use of the Licensed Material has been in full compliance with the terms and conditions of this Agreement;
 - 11.1.2 the Member provides the Publisher with prompt notice of any such claim or threat of claim;
 - 11.1.3 the Member co-operates fully with the Publisher in the defence or settlement of such claim; and
 - 11.1.4 the Publisher has sole and complete control over the defence or settlement of such claim.
- 11.2 The Publisher reserves the right to change the content of all or any part of the Licensed Material (including removal of an entire journal on ceasing to have the right to publish), presentation, user facilities or availability of parts of the Licensed Material and to make changes in any software used to make the Licensed Material available at their sole discretion. The Publisher will give notice to the Members of any substantial change to the Licensed Material.
- 11.3 Each Member agrees to notify the Publisher immediately and to provide all information available in the event that it becomes aware of any actual or threatened claims by any third party in connection with any works contained in the Licensed Material and it shall do all things reasonably required to assist the Publisher in such claims, and such Member shall be reimbursed on demand for all reasonable expenses incurred in doing so. It is expressly agreed that upon such notification, or if the Publisher becomes aware of such a claim from other sources, the Publisher may remove such work(s) from the Licensed Material. Failure to report knowledge of any actual or threatened claim by any third party shall be deemed a material breach of this Agreement.
- 11.4 Nothing in this Agreement shall make any Member liable for breach of the terms of this Agreement by any Authorised User provided that it did not cause, knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred.
- 11.5 Each Member shall have several liability under and in connection with this Agreement.

11.6 Subject to Clause 11.7 and in respect of the Publisher's liability under clause 11.1 for which its aggregate liability shall be limited to £3million, each party's liability for any claim whether in contract, tort (including for negligence or breach of statutory duty howsoever arising), restitution or otherwise, for any loss or damage, arising out of or in connection with this Agreement shall be limited to an amount equal to the total Fee paid and payable under this Agreement during the twelve (12) months immediately preceding the date on which the claim arose in respect of any event or series of connected events provided always that no party shall be liable for:

11.6.1 any special, indirect, incidental, punitive or consequential damages;

11.6.2 loss of direct or indirect profits, business, contracts, revenue or anticipated savings; or

11.6.3 any increased costs or expenses.

11.7 No party limits its liability for:

11.7.1 death or personal injury to the extent it results from its negligence, or that of its employees or agents in the course of their engagement; or

11.7.2 its own fraud or that of its employees or agents in the course of their engagement.

11.8 Except as expressly provided in this Agreement, all representations or warranties of any kind, express or implied, including but not limited to the accuracy of the information contained in the Licensed Materials, merchantability or fitness of use for a particular purpose are to the fullest extent permitted by law excluded from this Agreement and accordingly the Licensed Materials are supplied "as is".

12 FORCE MAJEURE

12.1 A party's failure to perform any term or condition of this Agreement as result of circumstances beyond the control of the relevant party (including without limitation, war, strikes, flood, governmental restrictions, and power,

telecommunications or Internet failures or damages to or destruction of any network facilities) ("Force Majeure") shall not be deemed to be, or to give rise to, a breach of this Agreement.

- 12.2 If a party to this Agreement is prevented or delayed in the performance of any of its obligations under this Agreement by Force Majeure and if such party gives written notice thereof to the other party specifying the matters constituting Force Majeure together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue, then the party in question shall be excused the performance or the punctual performance as the case may be as from the date of such notice for so long as such cause of prevention or delay shall continue.

13 ASSIGNMENT

- 13.1 Save as permitted under this Agreement, neither this Agreement nor any of the rights and obligations under it may be assigned by a Member without obtaining the prior written consent of the other Publisher; such consent shall not be unreasonably withheld or delayed. In any permitted assignment, the assignor shall procure and ensure that the assignee shall assume all rights and obligations of the assignor under this Agreement and agrees to be bound to all the terms of this Agreement.
- 13.2 Where the Publisher assigns either this Agreement or any of the rights and obligations under it, it shall provide notice to Maynooth University without undue delay.

14 GOVERNING LAW AND JURISDICTION

- 14.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of the Republic of Ireland.
- 14.2 The parties irrevocably agree that any dispute arising out of or in connection with this Agreement will be subject to the non-exclusive jurisdiction of the courts of the Republic of Ireland.

15 DISPUTE RESOLUTION

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

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

16 NOTICES

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

if to the Publisher:

Name of recipient	REDACTED, General Counsel
Postal address	Emerald Publishing, Floor 5, Northspring, 21-23 Wellington Street, Leeds LS1 4DL
Email address	etregenza@emerald.com

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

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

17 CONFIDENTIALITY

17.1 Any financial information and/or financial terms set out in this Agreement are confidential and except as permitted in this Agreement or required by law, Maynooth University (acting as agent on behalf of the Members) and the

Members shall not disclose to any third party without the written permission of the Publisher.

17.2 Maynooth University (acting as agent on behalf of the Members) and the Members consent to the Publisher providing the details of their account to the Publisher's Group Companies, associates, agents and IT service providers, some of which are based outside of the European Economic Area, where this is necessary to provide the products and services in connection with this Agreement.

17.3 Maynooth University (acting as agent on behalf of the Members) and the Members agree to maintain the confidentiality of any data provided to them by the Publisher relating to usage of the Licensed Materials by the Members and their Authorised Users. This data will only be used for internal analysis of usage of the Licensed Materials and will not be shared with third parties without the prior written consent of the Publisher.

17.4 The Publisher may publicly acknowledge that the Members are customers and the Members grant to the Publisher the right to use their names and quotations in public relations and promotional material, subject to the prior consent of the Members or Maynooth University (acting as agent on behalf of the Members) on their behalf (not to be unreasonably withheld or delayed).

17.5 This clause 17 shall survive termination of this Agreement.

18 GENERAL

18.1 This Agreement and its Schedules and Annexes constitute the entire agreement between the parties relating to the Licensed Material and supersede all prior communications, understandings and agreements (whether written or oral) relating to its subject matter and may not be amended or modified except by agreement of both parties in writing.

18.2 Termination or expiry of this Agreement shall not affect any party's accrued rights or liabilities or affect the coming into force of any provision which is expressly or intended by implication to come into or continue in force on or after expiration or termination.

- 18.3 The Schedules and Annexes shall have the same force and effect as if expressly set in the body of this Agreement and any reference to this Agreement shall include the Schedules and Annexes.
- 18.4 The invalidity or unenforceability of any provision of this Agreement shall not affect the continuation in force of the remainder of this Agreement.
- 18.5 If the whole or any part of a provision of this Agreement is or becomes illegal, invalid or unenforceable under the law of any jurisdiction, that shall not affect the legality, validity or enforceability under the law of that jurisdiction of the remainder of the provision in question or any other provision of this Agreement and the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
- 18.6 This Agreement is not intended to, and does not, create, a partnership or the relationship of principal and agent or any contract of employment or other legal relationship between any of the parties.
- 18.7 This Agreement may be executed in original counterparts and all the counterparts together constitute the same document. This Agreement shall not be effective until each party has executed and delivered at least one original counterpart.
- 18.8 The rights of the parties arising under this Agreement shall not be waived except in writing. Any waiver of any of a party's rights under this Agreement or of any breach of this Agreement by the other party shall not be construed as a waiver of any other rights or of any other or further breach. Failure by either party to exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

SCHEDULE 1: Subscription Period and Fee

1. The agreed Initial Subscription Period is:

01/01/2024 - 31/12/2026

2. The Fee for the Initial Subscription Period comprises of the following:

Fees per member

	Subscription Year 1 (01/01/2024 – 31/12/2024)	Subscription Year 1 (01/01/2025 – 31/12/2025)	Subscription Year 3 (01/01/2026 – 31/12/2026)
Members	£	£	£
Dublin City University	REDACTED	REDACTED	REDACTED
	£	£	£
Mary Immaculate College	REDACTED	REDACTED	REDACTED
	£	£	£
Maynooth University	REDACTED	REDACTED	REDACTED
	£	£	£
Technological University Dublin	REDACTED	REDACTED	REDACTED
	£	£	£
Trinity College Dublin	REDACTED	REDACTED	REDACTED
	£	£	£
University College Cork	REDACTED	REDACTED	REDACTED
	£	£	£
University College Dublin	REDACTED	REDACTED	REDACTED
	£	£	£
University Of Galway	REDACTED	REDACTED	REDACTED
	£	£	£
University Of Limerick	REDACTED	REDACTED	REDACTED
Higher Education Authority	no fee	no fee	no fee
Science Foundation Ireland	no fee	no fee	no fee
	£	£	£
Royal College Surgeons In Ireland	REDACTED	REDACTED	REDACTED
	£	£	£
Grand Total	REDACTED	REDACTED	REDACTED

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

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

4. The Fee for each Subscription Year will be split into a Read Fee and a Publish Fee. The Publisher will define this split and will communicate it to Maynooth University before the beginning of the relevant Subscription Year.

SCHEDULE 2: Licensed Material

The Material consists of the following:

Licensed Material	Subscription Period	Access in Perpetuity
Emerald Premier eJournal	01/01/2024 – 31/12/2024	Yes
Emerald Premier eJournal	01/01/2025 – 31/12/2025	Yes
Emerald Premier eJournal	01/01/2026 – 31/12/2026	Yes

Titles within the Licensed Material are reviewed on an annual basis and may be altered annually. The list below is accurate at the date of this agreement.

Complimentary access to previous editions is available with E-Journal subscriptions, at the discretion of the Publisher.

Where access to archives is provided, it is dependent on availability of content (any date ranges provided are for guidance only).

Emerald eJournal Premier Title Listing

Journal title	Acronym	ISSN
Academia Revista Latinoamericana de Administracion	ARLA	1012-8255
Accounting Research Journal	ARJ	1030-9616
Accounting, Auditing & Accountability Journal	AAAJ	0951-3574
African Journal of Economic and Management Studies	AJEMS	2040-0705
Agricultural Finance Review	AFR	0002-1466
American Journal of Business	AJB	1935-5181
American Journal of Police	AJP	0735-8547
Annals in Social Responsibility	ASR	2056-3515
Archnet-IJAR: International Journal of Architectural Research	ARCH	2631-6862
Arts and the Market	AAM	2056-4945
Arts Marketing: An International Journal	AM	2044-2084
Asia Pacific Journal of Marketing and Logistics	APJML	1355-5855
Asian Journal on Quality	AJQ	1598-2688
Asian Review of Accounting	ARA	1321-7348
Asia-Pacific Journal of Business Administration	APJBA	1757-4323
Balance Sheet	BS	0965-7967
Baltic Journal of Management	BJM	1746-5265
Benchmarking for Quality Management & Technology	BQMT	1351-3036
Benchmarking: An International Journal	BIJ	1463-5771
British Food Journal	BFJ	0007-070X
Built Environment Project and Asset Management	BEPAM	2044-124X

Business Process Management Journal	BPMJ	1463-7154
Business Process Re-engineering & Management Journal	BPRMJ	1355-2503
Business Strategy Series	BSS	1751-5637
Career Development International	CDI	1362-0436
China Agricultural Economic Review	CAER	1756-137X
China Finance Review International	CFRI	2044-1398
Chinese Management Studies	CMS	1750-614X
Competitiveness Review	CR	1059-5422
Construction Innovation: Information, Process, Management	CI	1471-4175
Consumer Behavior in Tourism and Hospitality	CBTH	2752-6666
Continuity & Resilience Review	CRR	2516-7502
Corporate Communications: An International Journal	CCIJ	1356-3289
Corporate Governance	CG	1472-0701
Critical perspectives on international business	CPOIB	1742-2043
Cross Cultural & Strategic Management	CCSM	2059-5794
Cross Cultural Management: An International Journal	CCM	1352-7606
Development and Learning in Organizations: An International Journal	DLO	1477-7282
Digital Policy, Regulation and Governance	DPRG	2398-5038
Direct Marketing: An International Journal	DMIJ	1750-5933
Disaster Prevention and Management: An International Journal	DPM	0965-3562
Employee Counselling Today	ECT	0955-8217
Employee Relations: The International Journal	ER	0142-5455

Empowerment in Organizations	EIO	0968-4891
Engineering, Construction and Architectural Management	ECAM	0969-9988
English Teaching: Practice & Critique	ETPC	1175-8708
Environmental Management and Health	EMH	0956-6163
Equal Opportunities International	EOI	0261-0159
Equality, Diversity and Inclusion: An International Journal	EDI	2040-7149
EuroMed Journal of Business	EMJB	1450-2194
European Business Review	EBR	0955-534X
European Journal of Innovation Management	EJIM	1460-1060
European Journal of Marketing	EJM	0309-0566
European Journal of Training and Development	EJTD	2046-9012
Evidence-based HRM: a Global Forum for Empirical Scholarship	EBHRM	2049-3983
Executive Development	ED	0953-3230
Facilities	F	0263-2772
Foresight	FS	1463-6689
Gender in Management: An International Journal	GM	1754-2413
Handbook of Business Strategy	HBS	1077-5730
Human Resource Management International Digest	HRMID	0967-0734
Humanomics	H	0828-8666
IMP Journal	IMP	2059-1403
Indian Growth and Development Review	IGDR	1753-8254
Industrial and Commercial Training	ICT	0019-7858
Industrial Management & Data Systems	IMDS	0263-5577

Info	INFO	1463-6697
Information and Computer Security	ICS	2056-4961
Information Management & Computer Security	IMCS	0968-5227
Information Technology & People	ITP	0959-3845
Integrated Manufacturing Systems	IMS	0957-6061
International Journal of Accounting and Information Management	IJAIM	1834-7649
International Journal of Agile Management Systems	IJAMS	1465-4652
International Journal of Bank Marketing	IJBM	0265-2323
International Journal of Building Pathology and Adaptation	IJBPA	2398-4708
International Journal of Career Management	IJCM	0955-6214
International Journal of Climate Change Strategies and Management	IJCCSM	1756-8692
International Journal of Commerce and Management	IJCOMA	1056-9219
International Journal of Conflict Management	IJCMA	1044-4068
International Journal of Contemporary Hospitality Management	IJCHM	0959-6119
International Journal of Culture, Tourism and Hospitality Research	IJCTHR	1750-6182
International Journal of Development Issues	IJDI	1446-8956
International Journal of Disaster Resilience in the Built Environment	IJDRBE	1759-5908
International Journal of Emergency Services	IJES	2047-0894
International Journal of Emerging Markets	IJOEM	1746-8809
International Journal of Energy Sector Management	IJESM	1750-6220
International Journal of Entrepreneurial Behavior & Research	IJEBR	1355-2554

International Journal of Ethics and Systems	IJOES	2514-9369
International Journal of Event and Festival Management	IJEFM	1758-2954
International Journal of Gender and Entrepreneurship	IJGE	1756-6266
International Journal of Housing Markets and Analysis	IJHMA	1753-8270
International Journal of Innovation Science	IJIS	1757-2223
International Journal of Islamic and Middle Eastern Finance and Management	IMEFM	1753-8394
International Journal of Law and Management	IJLMA	1754243X
International Journal of Law in the Built Environment	IJLBE	1756-1450
International Journal of Leadership in Public Services	IJLPS	1747-9886
International Journal of Lean Six Sigma	IJLSS	2040-4166
International Journal of Managerial Finance	IJMF	1743-9132
International Journal of Managing Projects in Business	IJMPB	1753-8378
International Journal of Manpower	IJM	0143-7720
International Journal of Operations & Production Management	IJOPM	0144-3577
International Journal of Organization Theory & Behavior	IJOTB	1093-4537
International Journal of Organizational Analysis	IJOA	1934-8835
International Journal of Pharmaceutical and Healthcare Marketing	IJPHM	1750-6123
International Journal of Physical Distribution & Logistics Management	IJPDLM	0960-0035
International Journal of Productivity and Performance Management	IJPPM	1741-0401
International Journal of Public Leadership	IJPL	2056-4929
International Journal of Public Sector Management	IJPSM	0951-3558

International Journal of Quality & Reliability Management	IJQRM	0265-671X
International Journal of Quality and Service Sciences	IJQSS	1756669x
International Journal of Quality Science	IJQS	1359-8538
International Journal of Retail & Distribution Management	IJRDM	0959-0552
International Journal of Service Industry Management	IJSIM	0956-4233
International Journal of Social Economics	IJSE	0306-8293
International Journal of Sociology and Social Policy	IJSSP	0144-333X
International Journal of Sports Marketing and Sponsorship	IJSMS	1464-6668
International Journal of Tourism Cities	IJTC	2056-5607
International Journal of Wine Business Research	IJWBR	1751-1062
International Journal of Wine Marketing	IJWM	0954-7541
International Marketing Review	IMR	0265-1335
Internet Research	INTR	1066-2243
Journal of Accounting & Organizational Change	JAOC	1832-5912
Journal of Accounting in Emerging Economies	JAEE	2042-1168
Journal of Accounting Literature	JAL	0737-4607
Journal of Advances in Management Research	JAMR	0972-7981
Journal of Agribusiness in Developing and Emerging Economies	JADEE	2044-0839
Journal of Applied Accounting Research	JAAR	0967-5426
Journal of Asia Business Studies	JABS	1558-7894
Journal of Business & Industrial Marketing	JBIM	0885-8624
Journal of Business Strategy	JBS	0275-6668
Journal of Chinese Economic and Foreign Trade Studies	JCEFTS	1754-4408

Journal of Chinese Entrepreneurship	JCE	1756-1396
Journal of Chinese Human Resource Management	JCHRM	2040-8005
Journal of Communication Management	JCOM	1363-254X
Journal of Consumer Marketing	JCM	0736-3761
Journal of Contemporary Marketing Science	JCMAR S	2516-7480
Journal of Corporate Real Estate	JCRE	1463-001X
Journal of Cultural Heritage Management and Sustainable Development	JCHMS D	2044-1266
Journal of Economic and Administrative Sciences	JEAS	1026-4116
Journal of Economic Studies	JES	0144-3585
Journal of Engineering, Design and Technology	JEDT	1726-0531
Journal of Enterprise Information Management	JEIM	1741-0398
Journal of Enterprising Communities: People and Places in the Global Economy	JEC	1750-6204
Journal of Entrepreneurship and Public Policy	JEPP	2045-2101
Journal of Entrepreneurship in Emerging Economies	JEEE	2053-4604
Journal of European Industrial Training	JEIT	0309-0590
Journal of European Real Estate Research	JERER	1753-9269
Journal of Facilities Management	JFM	1472-5967
Journal of Family Business Management	JFBM	2043-6238
Journal of Fashion Marketing and Management: An International Journal	JFMM	1361-2026
Journal of Financial Crime	JFC	1359-0790
Journal of Financial Economic Policy	JFEP	1757-6385

Journal of Financial Management of Property and Construction	JFMPC	1366-4387
Journal of Financial Regulation and Compliance	JFRC	1358-1988
Journal of Financial Reporting and Accounting	JFRA	1985-2517
Journal of Global Mobility: The Home of Expatriate Management Research	JGM	2049-8799
Journal of Global Operations and Strategic Sourcing	JGOSS	2398-5364
Journal of Global Responsibility	JGR	2041-2568
Journal of Historical Research in Marketing	JHRM	1755-750X
Journal of Hospitality and Tourism Insights	JHTI	2514-9792
Journal of Hospitality and Tourism Technology	JHTT	1757-9880
Journal of Human Resource Costing & Accounting	JHRCA	1401-338X
Journal of Indian Business Research	JIBR	1755-4195
Journal of Information, Communication and Ethics in Society	JICES	1477-996X
Journal of Intellectual Capital	JIC	1469-1930
Journal of International Trade Law and Policy	JITLP	1477-0024
Journal of Investment Compliance	JOIC	1528-5812
Journal of Islamic Accounting and Business Research	JIABR	1759-0817
Journal of Islamic Marketing	JIMA	1759-0833
Journal of Knowledge Management	JKM	1367-3270
Journal of Knowledge-based Innovation in China	JKIC	1756-1418
Journal of Korea Trade	JKT	1229-828X
Journal of Management Development	JMD	0262-1711
Journal of Management History	JMH	1751-1348

Journal of Management History (Archive)	JMH_A RC	1355-252X
Journal of Managerial Psychology	JMP	0268-3946
Journal of Manufacturing Technology Management	JMTM	1741-038X
Journal of Marketing Practice: Applied Marketing Science	JMPAM S	1355-2538
Journal of Modelling in Management	JM2	1746-5664
Journal of Money Laundering Control	JMLC	1368-5201
Journal of Organizational Change Management	JOCM	0953-4814
Journal of Organizational Effectiveness: People and Performance	JOEPP	2051-6614
Journal of Organizational Ethnography	JOE	2046-6749
Journal of Participation and Employee Ownership	JPEO	2514-7641
Journal of Place Management and Development	JPMD	1753-8335
Journal of Product & Brand Management	JPBM	1061-0421
Journal of Property Finance	JPF	0958-868X
Journal of Property Investment & Finance	JPIF	1463-578X
Journal of Property Valuation and Investment	JPVI	0960-2712
Journal of Property, Planning and Environmental Law	JPPEL	2514-9407
Journal of Public Budgeting, Accounting & Financial Management	JPBAF M	1096-3367
Journal of Public Procurement	JOPP	1535-0118
Journal of Quality in Maintenance Engineering	JQME	1355-2511
Journal of Research in Interactive Marketing	JRIM	2040-7122
Journal of Research in Marketing and Entrepreneurship	JRME	1471-5201

Journal of Science and Technology Policy in China	JSTPC	1758-552X
Journal of Science and Technology Policy Management	JSTPM	2053-4620
Journal of Service Management	JOSM	1757-5818
Journal of Service Theory and Practice	JSTP	2055-6225
Journal of Services Marketing	JSM	0887-6045
Journal of Small Business and Enterprise Development	JSBED	1462-6004
Journal of Social Marketing	JSOCM	2042-6763
Journal of Strategy and Management	JSMA	1755-425X
Journal of Systems and Information Technology	JSIT	1328-7265
Journal of Technology Management in China	JTMC	1746-8779
Journal of Workplace Learning	JWL	1366-5626
Leadership & Organization Development Journal	LODJ	0143-7739
Management & Sustainability: An Arab Review	MSAR	2752-9819
Management Decision	MD	0025-1747
Management Development Review	MDR	0962-2519
Management of Environmental Quality: An International Journal	MEQ	1477-7835
Management Research News	MRN	0140-9174
Management Research Review	MRR	2040-8269
Management Research: The Journal of the Iberoamerican Academy of Management	MRJIAM	1536-5433
Managerial Auditing Journal	MAJ	0268-6902
Managerial Finance	MF	0307-4358
Managerial Law	ML	0309-0558

Managing Service Quality: An International Journal	MSQ	0960-4529
Marketing Intelligence & Planning	MIP	0263-4503
Measuring Business Excellence	MBE	1368-3047
Meditari Accountancy Research	MEDAR	2049-372X
Multinational Business Review	MBR	1525-383X
Nankai Business Review International	NBRI	2040-8749
Open House International	OHI	0168-2601
Pacific Accounting Review	PAR	0114-0582
Participation and Empowerment: An International Journal	PE	1463-4449
Personnel Review	PR	0048-3486
Police Studies: Intl Review of Police Development	PS	0141-2949
Policing: An International Journal	PIJPSM	1363-951X
Pricing Strategy and Practice	PSP	0968-4905
Property Management	PM	0263-7472
Qualitative Market Research: An International Journal	QMR	1352-2752
Qualitative Research in Accounting & Management	GRAM	1176-6093
Qualitative Research in Financial Markets	QRFM	1755-4179
Qualitative Research in Organizations and Management: An International Journal	QROM	1746-5648
Records Management Journal	RMJ	0956-5698
Review of Accounting and Finance	RAF	1475-7702
Review of Behavioral Finance	RBF	1940-5979
Review of International Business and Strategy	RIBS	2059-6014

Smart and Sustainable Built Environment	SASBE	2046-6099
Social Enterprise Journal	SEJ	1750-8614
Social Responsibility Journal	SRJ	1747-1117
Social Transformations in Chinese Societies	STICS	1871-2673
Society and Business Review	SBR	1746-5680
South Asian Journal of Business Studies	SAJBS	2398-628X
South Asian Journal of Global Business Research	SAJGB R	2045-4457
Sport, Business and Management: An International Journal	SBM	2042-678X
Strategic Direction	SD	0258-0543
Strategic HR Review	SHR	1475-4398
Strategic Outsourcing: An International Journal	SO	1753-8297
Strategy & Leadership	SL	1087-8572
Structural Survey	SS	0263-080X
Studies in Economics and Finance	SEF	1086-7376
Supply Chain Management: An International Journal	SCM	1359-8546
Sustainability Accounting, Management and Policy Journal	SAMPJ	2040-8021
Team Performance Management: An International Journal	TPM	1352-7592
Technological Sustainability	TECHS	2754-1312
The Antidote	SLA	1363-8483
The International Journal of Logistics Management	IJLM	0957-4093
The Journal of Risk Finance	JRF	1526-5943
The Learning Organization	TLO	0969-6474

The TQM Journal	TQM	1754-2731
The TQM Magazine	TQM	0954-478X
Tourism Review	TR	1660-5373
Training for Quality	TFQ	0968-4875
Training Strategies for Tomorrow	TST	1369-7234
Transforming Government: People, Process and Policy	TG	1750-6166
VINE	VINE	0305-5728
VINE Journal of Information and Knowledge Management Systems	VJIKMS	2059-5891
Women In Management Review	WIMR	0964-9425
Work Study	WS	0043-8022
World Class Design to Manufacture	WCDM	1352-3074
World Journal of Entrepreneurship, Management and Sustainable Development	WJEMS D	2042-5961
World Journal of Science, Technology and Sustainable Development	WJSTS D	2042-5945
Worldwide Hospitality and Tourism Themes	WHATT	1755-4217
Young Consumers: Insight and Ideas for Responsible Marketers	YC	1747-3616

SCHEDULE 3 – Industry Standards and Related Obligations

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

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

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

for constructing an article-level link from an article's metadata within the Licensed Material;

9. provide relevant information to third party discovery tools (such as Scopus, Summon), in accordance with NISO recommendations (<https://www.niso.org/publications/rp-19-2020-odi>);

SCHEDULE 4: Consortium Members

Irish publicly funded higher education institutions:

- Dublin City University
- National University of Ireland, Galway (trading as University of Galway)
- Mary Immaculate College
- Maynooth University
- Trinity College Dublin
- University College Cork
- University College Dublin
- University of Limerick
- Royal College of Surgeons in Ireland
- Technological University Dublin

Irish publicly funded funding bodies (to be included as Consortium Members with no additional fee).

- Higher Education Authority
- Science Foundation Ireland

For clarity, Higher Education Authority and Science Foundation Ireland are entitled to access the licensed materials, but are not included in this agreement's provision for OA publishing (as per clause 5.3 and Schedule 5).

Schedule 5: Open Access Provision

Definitions

Eligible Author: means corresponding authors whose primary affiliation is with a Member as stated in the Eligible Content.

Eligible Content: means peer-reviewed content that is accepted for publication by the Publisher on a date during the Term and includes, but is not limited to, the following peer-reviewed article types:

- Research Paper
- Practitioner Paper
- Case Study
- General Review
- Literature Review
- Precis
- Original Article
- Empirical Research Article
- Standard Paper
- Article
- Conceptual Paper
- Technical Paper

Journal Fees: means the part of the Fees attributable to journal subscriptions.

Voucher: means a voucher representing a prepaid article processing charge where one voucher redeems one item of Eligible Content.

1. In consideration of the Fees, the Publisher will issue unlimited Vouchers for 2024 to 2026, for redemption by Eligible Authors.
2. The Vouchers expire after the periods stated and cannot be used in subsequent periods.
3. Eligible Authors may redeem Vouchers:
 - 3.1. In any Publisher subscription journal supporting Open Access options (excluding Gold Open Access) on www.emerald.com/insight that their

affiliated Member has subscribed to in the period in which the Vouchers remain redeemable pursuant to the terms of this Agreement; or

- 3.2. In any Emerald Open Access Journal (excluding Gold Open Access) available as at the date of this Agreement or, subject to the Publisher's sole discretion, any future Emerald Open Access Journal (excluding Gold Open Access) procured or otherwise made available by the Publisher from time to time.
4. The Publisher shall inform Eligible Authors about the availability of Vouchers following article acceptance and will allocate to Eligible Content on a first come first served basis.
5. A condition of redemption is that the Eligible Authors must agree that, and grant all necessary rights to enable, the Eligible Content to be published on a Creative Commons Attribution 4.0 International (CC BY 4.0) licence (or other open access licence agreed between the Eligible Author and the Publisher). Authors will retain copyright to the Eligible Content and may deposit Eligible Content published under these licences on any webpage, subject to full attribution and with zero embargo.
6. The Publisher will identify Eligible Authors following acceptance of Eligible Content for publication using industry standard methods of identifying affiliation, including Ringgold ID. The Parties acknowledge and agree that nothing in this Agreement, in particular but not limited to the definition or identification of an Eligible Author, affects how the affiliation of the author or Eligible Author is stated in the published article, which will be determined by the Publisher's policy from time to time.
7. If the Publisher allocates a Voucher to Eligible Content that was not authored by an Eligible Author, it will add a Voucher to the remaining balance following notification from the Member. For the avoidance of doubt, the Eligible Content will remain published on the open access licence that was applied at publication.
8. If the Publisher fails to identify an Eligible Author (the author having provided affiliation information) and Eligible Content is published without the use of a Voucher and the Eligible Author requests rectification, the Publisher will allocate a Voucher to the Eligible Content and publish it under a Creative Commons Attribution 4.0 International (CC BY 4.0) licence but will have no obligation to refund any article processing charges.

9. The Parties agree that Vouchers may be applied retrospectively and therefore the Eligible Content of an Eligible Author that was published prior to the date that this Agreement was entered into but within a period that Vouchers are available under this Agreement, will be allocated a Voucher and published on Creative Commons Attribution 4.0 International (CC BY 4.0) licence subject to the Eligible Author's approval. The Publisher will have no obligation to refund any article processing charges already received prior to the date this Agreement was entered into.
10. Vouchers shall be applied only with the prior approval by a Member of the Eligible Author's affiliation. Upon acceptance of articles by Eligible Authors for publication, the Publisher shall send an email notification to the relevant Member to determine if the Eligible Author is affiliated with the Member. The Member will respond, verifying or not verifying the Eligible Author's affiliation within a reasonable period of time.
11. The Publisher will deliver metadata for Eligible Content published OA under the terms of Schedule 5, including open access license information, to CrossRef and other relevant third parties. The CrossRef records for Eligible Content published OA under the terms of Schedule 5 must specify that the relevant Creative Commons license has been applied to the version of record. The online version of record hosted by the Publisher for Eligible Content published OA under the terms of Schedule 5 shall clearly display its Creative Commons license.
12. The Publisher will, subject to Maynooth University (acting as agent on behalf of the Members) requesting access to such information as agreed between the parties (acting in good faith) on no more than an annual basis, make available to Maynooth University (acting as agent on behalf of the Members) information about Eligible Content from Eligible Authors for the period 1 January 2024 to 31 December 2026. Maynooth University acknowledge that such information for each calendar year of the Term may only be available after 01 February of each subsequent year. The Publisher will make reasonable efforts to provide such information in the format, and with the level of detail required by IReL, as detailed in Appendix 1: publication reporting metadata.

IN WITNESS the hands of the above parties on the date first above written:

SIGNED by: _____

Date: _____

Name: _____

Position: _____

for and on behalf of Emerald Publishing Limited

SIGNED by: _____

Date: _____

Name: REDACTED

Position: IReL Director

for and on behalf of National University of Ireland Maynooth, Maynooth University

Appendix 1: publication reporting metadata

Article coverage requirement

All articles where the Relevant Author is affiliated with a participating IReL member institution. (The Relevant Author is usually the Corresponding Author, but this may vary by publisher.)

All articles with a Drawdown Date in the current report year. (This is usually the Editorial Acceptance Date, but this may vary by publisher.)

All articles, regardless of OA status.

All articles, regardless of whether they availed of the IReL agreement or not, including articles where the author opted out or where a limited quota was exceeded.

All article types, i.e. both eligible and ineligible article types.

Articles from all the publisher's journals, i.e. articles from both eligible and ineligible journals.

Reporting fields

Reporting period start

Reporting period end

Relevant draw-down date for an article's inclusion in the agreement's annual OA fund/allocation (submission date / acceptance date / publication date etc.)

DOI

Article title

Article Open Access type (Gold, Hybrid, Closed, Bronze)

Article License (where relevant, e.g. CC BY 4.0, CC BY-NC 4.0)

Article type (e.g. original paper, review article, etc.)

Article type eligible for OA in IReL agreement? (yes/no)

Publication date (first/online)

Relevant date for agreement (the date of submission, acceptance or publication)

Editorial acceptance date

Discipline (HSS/STEM)

Publisher name

Journal title

Journal ID (publisher-specific)

Print ISSN / ISBN

Online ISSN / ISBN

Journal eligible for OA in IReL agreement? (yes/no)

Journal business model (Gold, Hybrid, Subscription-Only)

APC list price at the time relevant to the article (relevant price and currency for Irish authors)

Invoice amount (final amount paid after discounts and surcharges)

Invoicing channel (e.g. IReL agreement, author, non-IReL waiver, other)

Currency

Discount/surcharge category

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