

## **THIRD AMENDMENT TO ELSEVIER SUBSCRIPTION AGREEMENT**

**WHEREAS**, the parties hereto have previously entered into an agreement dated 13 May 2022, as last amended on 03 May 2023 (the "Agreement"), and wish to amend the Agreement as set forth in this amendment ("Amendment").

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth below, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Agreement as of 01 January 2024 as set forth below and on Schedule 1, Schedule 3 and Annex A to Schedule 3.

The term of the Agreement is hereby extended to continue until 31 December 2026.

1. Section 1.4 of the Agreement shall be deleted in its entirety and replaced with the following:

*"1.4 Restrictions on Use of Subscribed Products.*

Except as expressly stated in this Agreement or otherwise permitted in writing by Elsevier, the Subscriber and its Authorized Users may not:

- abridge, modify, translate or create any derivative work and/or service (including resulting from the use of artificial intelligence tools), based on the Subscribed Products, except to the extent
- necessary to make them perceptible on a computer screen to Authorized Users;
- remove, obscure or modify in any way any copyright notices, other notices or disclaimers as they appear in the Subscribed Products;
- use any robots, spiders, crawlers or other automated downloading programs, tools, or devices to search, scrape, extract, deep link, index and/or disrupt the working of the Subscribed Products;
- use the Subscribed Products in combination with an artificial intelligence tool (including to train an algorithm, test, process, analyse, generate output and/or develop any form of artificial intelligence
- tool) except where such artificial intelligence tool is used in a closed hosted environment solely for use by the Subscriber, does not train the algorithm of a third party artificial intelligence tool and does not share the Subscribed Product or any part thereof with a third party;
- post individual items from the Subscribed Products on social networking site
- substantially or systematically reproduce, retain, store locally, redistribute or disseminate the Subscribed Products

Authorized Users who are individuals who are independent contractors or are employed by independent contractors may use the Subscribed Products only for the purposes of the contracted research work for the Subscriber.

Elsevier and the Subscriber both acknowledge the unique potential, challenges and complexities around the emerging artificial intelligence technologies and agree to mutually monitor the legislative and technological developments regarding their usage in combination with the Subscribed Products and support each other in developing policies and protocols for both parties' benefit."

2. Section 6.4 of the Agreement shall be deleted in its entirety and replaced with the following:

*"6.4 Limitation of Liability.*

Except for the express warranties and indemnities stated herein, and except for damages resulting from either party's (i) gross negligence or willful misconduct or (ii) a violation of the subscription rights

grant and/or security obligations by Subscriber, and to the extent permitted by applicable law, in no event will either party be liable for any indirect, incidental, special, consequential or punitive damages including, but not limited to, loss of data, business interruption or loss of profits, arising out of or in connection with this Agreement. Other than with respect to the (i) express warranties and indemnifications stated herein, and (i) gross negligence or willful misconduct or (ii) a violation of the subscription rights grant and/or security obligations by Subscriber, or (iii) infringement of Elsevier's intellectual property rights in the Subscribed Products, the parties' cumulative liability to the other party is limited to any direct damages directly attributable to a party as a result of a breach of this Agreement and in no event will exceed a sum equal to the Fees paid by the Subscriber hereunder during the twelve (12) month period immediately preceding the date on which the claim arose, even if the parties have been advised of the possibility of such liability or damages.

3. Section 5.3 below shall be added to SECTION 5. DURATION of the Agreement as follows:

*"5.3 Early Termination Due To Insufficient Budgetary Allotment From Government*

The Subscriber may terminate this Agreement upon thirty (30) days' notice given by the Subscriber to Elsevier if sufficient funds are not provided, allocated or allotted in future government-approved budgets of the Subscriber or reasonably available or expected to become available from other sources at the time the Subscriber's payment obligation attaches to permit the Subscriber, in the exercise of its reasonable administrative discretion, to continue this Agreement. Notwithstanding the foregoing, if access to the Subscribed Products was provided but not yet paid for prior to termination, Elsevier will be entitled to receive a pro rata portion of the Fees attributable to the period of time that access was provided."

Except as specifically amended hereby, all of the existing terms and conditions of the Agreement are hereby ratified. Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed to them in the Agreement. To the extent any terms or conditions of the Agreement conflict with or are inconsistent with this Amendment, the terms of this Amendment shall prevail.

**IN WITNESS WHEREOF**, the parties have executed this Amendment by their respective, duly authorized representatives as of 27 July 2024.

**MAYNOOTH UNIVERSITY**  
**(Lead Institution)**

Title: Director

**ELSEVIER B.V.**

**(Elsevier)**

Name: [redacted]

Title: Vice President, Account Support & Tender Management

Amendment No: 1-23513197696 Or 1-23513197860 Or 1-23514239948 Or 1-23513156689 Or 1-23622258668 Or 1-23621998513 Or 1-23622465944 Or 1-23622247833 Agreement No.: 1-20976631944, 1-20942324263, 1-20942325019, 1-20942298999, 1-20941933794, 1-20942300304, 1-20942325156, 1-20942363818, 1-20976631964

**SECOND AMENDMENT TO  
ELSEVIER SUBSCRIPTION AGREEMENT  
Schedule 1**

The Subscribed Products and Fees identified below replace and supersede those identified in the Agreement.

**DUBLIN CITY UNIVERSITY**

No. 1-23513048339

<b>Subscribed Products - publisher</b>	<b>Access</b>	<b>2024 EUR</b>	<b>2025 EUR</b>	<b>2026 EUR</b>
<b>ScienceDirect® online</b> - Elsevier B.V.	sciencedirect.com			
Cell Press Collection Fee		[redacted]	[redacted]	[redacted]
<b>TOTAL FEES</b>		[redacted]	[redacted]	[redacted]

**NATIONAL UNIVERSITY OF IRELAND GALWAY**

No. 1-23513197860

<b>Subscribed Products - publisher</b>	<b>Access</b>	<b>2024 EUR</b>	<b>2025 EUR</b>	<b>2026 EUR</b>
<b>ScienceDirect® online</b> - Elsevier B.V.	sciencedirect.com			
Cell Press Collection Fee		[redacted]	[redacted]	[redacted]
<b>TOTAL FEES</b>		[redacted]	[redacted]	[redacted]

**NATIONAL UNIVERSITY OF IRELAND MAYNOOTH**

.No. 1-23514239948

<b>Subscribed Products - publisher</b>	<b>Access</b>	<b>2024 EUR</b>	<b>2025 EUR</b>	<b>2026 EUR</b>
<b>ScienceDirect® online</b> - Elsevier B.V.	sciencedirect.com			
Cell Press Collection Fee		[redacted]	[redacted]	[redacted]
<b>TOTAL FEES</b>		[redacted]	[redacted]	[redacted]

## ROYAL COLLEGE OF SURGEONS IN IRELAND

No. 1-23513197696

<b>Subscribed Products - publisher</b>	<b>Access</b>	<b>2024 EUR</b>	<b>2025 EUR</b>	<b>2026 EUR</b>
<b>ScienceDirect® online</b> - Elsevier B.V.	sciencedirect.com			
Cell Press Collection Fee		[redacted]	[redacted]	[redacted]
<b>TOTAL FEES</b>		[redacted]	[redacted]	[redacted]

## TECHNOLOGICAL UNIVERSITY DUBLIN

No. 1-23514305462

<b>Subscribed Products - publisher</b>	<b>Access</b>	<b>2024 EUR</b>	<b>2025 EUR</b>	<b>2026 EUR</b>
<b>ScienceDirect® online</b> - Elsevier B.V.	sciencedirect.com			
Cell Press Collection Fee		[redacted]	[redacted]	[redacted]
<b>TOTAL FEES</b>		[redacted]	[redacted]	[redacted]

## UNIVERSITY COLLEGE CORK

No. 1-23513376593

<b>Subscribed Products - publisher</b>	<b>Access</b>	<b>2024 EUR</b>	<b>2025 EUR</b>	<b>2026 EUR</b>
<b>ScienceDirect® online</b> - Elsevier B.V.	sciencedirect.com			
Cell Press Collection Fee		[redacted]	[redacted]	[redacted]
<b>TOTAL FEES</b>		[redacted]	[redacted]	[redacted]

UNIVERSITY COLLEGE DUBLIN

No. 1-23513336133

<b>Subscribed Products - publisher</b>	<b>Access</b>	<b>2024 EUR</b>	<b>2025 EUR</b>	<b>2026 EUR</b>
<b>ScienceDirect® online</b> -Elsevier B.V.	sciencedirect.com			
Cell Press Collection Fee		[redacted]	[redacted]	[redacted]
<b>TOTAL FEES</b>		[redacted]	[redacted]	[redacted]



## THE UNIVERSITY OF DUBLIN TRINITY COLLEGE

No. 1-23513198017

<b>Subscribed Products - publisher</b>	<b>Access</b>	<b>2024 EUR</b>	<b>2025 EUR</b>	<b>2026 EUR</b>
<b>ScienceDirect® online</b> - Elsevier B.V.	sciencedirect.com			
Cell Press Collection Fee		[redacted]	[redacted]	[redacted]
<b>TOTAL FEES</b>		[redacted]	[redacted]	[redacted]

## UNIVERSITY OF LIMERICK

No. 1-23513198041

<b>Subscribed Products - publisher</b>	<b>Access</b>	<b>2024 EUR</b>	<b>2025 EUR</b>	<b>2026 EUR</b>
<b>ScienceDirect® online</b> - Elsevier B.V.	sciencedirect.com			
Cell Press Collection Fee		[redacted]	[redacted]	[redacted]
<b>TOTAL FEES</b>		[redacted]	[redacted]	[redacted]

## HIGHER EDUCATION AUTHORITY

No. 1-23513156689

<b>Subscribed Products - publisher</b>	<b>Access</b>	<b>2024 EUR</b>	<b>2025 EUR</b>	<b>2026 EUR</b>
<b>ScienceDirect® online</b> - Elsevier B.V.	sciencedirect.com			
Cell Press Collection Fee		[redacted]	[redacted]	[redacted]
<b>TOTAL FEES</b>		[redacted]	[redacted]	[redacted]

## SCIENCE FOUNDATION IRELAND

No. 1-23513497170

<b>Subscribed Products - publisher</b>	<b>Access</b>	<b>2024 EUR</b>	<b>2025 EUR</b>	<b>2026 EUR</b>
<b>ScienceDirect® online</b> - Elsevier B.V.	sciencedire ct.com			
Cell Press Collection Fee		[redacted]	[redacted]	[redacted]
<b>TOTAL FEES</b>		[redacted]	[redacted]	[redacted]

### **Schedule 3**

#### **Cell Press Open Access Terms**

Schedule 3 shall be added to the Agreement in its entirety as follows:

#### **1. Background**

- 1.1. Corresponding authors affiliated with a Consortium shall be referred to as "Corresponding Author(s)". For the purposes of eligibility, the Corresponding Author is the single author who manages the publication process for an article from submission to post acceptance and corresponds with Elsevier on the same.
- 1.2. For clarity, Corresponding Authors affiliated with all Subscribing entities, as defined in Schedule 1, will be eligible to benefit from the Open Access terms of Schedule 3, with the exception Science Foundation Ireland and Higher Education Authority.

#### **2. Open Access**

- 2.1. From the date of signing by both parties until the end of the Renewal Term (hereinafter "Open Access Term"), Corresponding Authors are granted the right to publish open access articles in the Elsevier owned and Elsevier published Cell Press hybrid journals set out in Annex A to this Schedule 3 ("Eligible Journals"), subject to the terms of this Schedule 3.
- 2.2. Journal inclusions may from time to time be subject to change, including, but not limited to, changes resulting from the addition of new journal titles, journal transfers and/or changes of business model or ownership.
- 2.3. If accepted for publication in an Eligible Journal, Corresponding Authors may publish the following number of open access articles during the Open Access Term, without having to pay an article publishing charge ("APC"):
  - (a) a total of 22 open access articles for the calendar year 2024; and
  - (b) a total of 22 open access articles for the calendar year 2025.
  - (c) a total of 22 open access articles for the calendar year 2026
- 2.4. If there are any unused articles at the end of a calendar year, such articles will not carry over to the next calendar year. Unused articles will expire at the end of the Open Access Term and are not refundable.
- 2.5. The following article types are eligible for open access publishing under the terms of Schedule 3:

#### **3. Additional Pricing**

- 3.1. In the event that the maximum number of open access articles under this Agreement has been reached, then Corresponding Authors may publish open access articles in Eligible Journals at the then current list price set forth at <https://www.elsevier.com/books-and-journals/journal-pricing/apc-pricelist>. For clarity, Corresponding Authors will not be obliged to publish open access and pay APCs: they will have the option their articles in the hybrid journals with a subscription licenses (ie not open access).

#### **4. Workflow**

- 4.1. The Elsevier publishing workflow will use the acceptance date to determine the eligibility of an article under this Agreement. In order to benefit from the commercial arrangements mentioned in this Schedule 3, articles submitted by the Corresponding Author must be accepted by the relevant Eligible Journal during the Open Access Term.

- 4.2. In Elsevier's journal workflow, the Corresponding Author must specify the institution that they are affiliated to and the relevant research funding source(s). Based on this data, Elsevier will provide the Corresponding Author with the relevant publishing options.

- 4.3. In the event a Corresponding Author has chosen the open access option, the journal article, if accepted for publication in an Eligible Journal, shall automatically be published under a CC BY or CC BY-NC-ND license as determined by the Corresponding Author, subject to the conditions and process set forth herein with the authors of such article retaining their copyright (other than for certain society journals).
- 4.4. The Elsevier Open Access Platform ("EOA Platform") requires each Institution to make reasonable efforts to accurately validate that the relevant Corresponding Author is affiliated with the Institution, and will provide the Institution with the available relevant details including Corresponding Author name and e-mail address, DOI, article title, article type, journal title, research funding, submission and acceptance date of the article and the APC. The Institution will receive a notification via email to validate a Corresponding Author's eligibility on the EOA Platform.
- 4.5. The Institutions are responsible for informing Corresponding Authors that they are required to identify themselves as being a Corresponding Author in Elsevier's journal workflow in order to benefit from the commercial arrangements under this Agreement.
- 4.6. Each Institution will have access to the EOA Platform in order to validate a Corresponding Author's eligibility within 15 business days after Elsevier sends an eligibility validation notification to the Institution via the EOA Platform ("Validation Date"). Articles must be validated by an Institution before they can benefit from Schedule 3's open access provision.

## **5. Payment and Invoicing for APCs not covered by clause 2.3**

- 5.1. The Corresponding Author is responsible for the payment of the APC.
- 5.2. In the event that the maximum number of open access articles set out under clause 2.3 above has been reached during any calendar year, or the Institution does not validate the eligibility of an author by the Validation Date, the relevant Corresponding Author must pay the non-discounted APC themselves and Elsevier will send the Corresponding Author an invoice for the APC list price as at the submission date of the relevant article.
- 5.3. If the Corresponding Author chooses to pay the APC pursuant to clauses 3.1 or 5.2, Elsevier will send the invoice to the address provided by the Corresponding Author.

## **6. Reporting**

- 6.1. The Institutions will have access to monthly reports that include a breakout of all articles (open access and subscription based) published by Corresponding Authors in the Elsevier journals governed by this Agreement. Minimum metadata requirements are: Corresponding Author name, Corresponding Author affiliation, corresponding e-mail, funding grant IDs (if provided), date of submission, date of acceptance, journal title, ISSN, article title, article type, article APC and discount (if any), open access Y/N, DOI, and CC license.
- 6.2. Elsevier will provide the Subscriber with an annual publication reports during the Term of all articles published in Cell Press journals by corresponding authors affiliated with the Institutions. These reports will include articles published open access under the terms of Schedule 3, and also articles published closed/subscription (ie not open access) and articles published open access where Corresponding Authors have paid APCs.



**Annex A to Schedule 3**  
**Cell Press Hybrid Eligible Journals**

Annex A to Schedule 3 shall be added to the Agreement in its entirety as follows:

This list of eligible Cell Press hybrid journals may from time to time be subject to non-material changes, including but not limited to, changes resulting from the addition of new journal titles, journal transfers and changes of business model or ownership.

<b>ISSN</b>	<b>Journal Title</b>
2451-9456	Cell Chemical Biology
1535-6108	Cancer Cell
0092-8674	Cell
2405-4712	Cell Systems
2667-1093	Chem Catalysis
2451-9294	Chem
1931-3128	Cell Host & Microbe
1550-4131	Cell Metabolism
0960-9822	Current Biology
1534-5807	Developmental Cell
2666-9986	Device
1074-7613	Immunity
2542-4351	Joule
2590-2385	Matter
2666-6340	Med
1097-2765	Molecular Cell
0896-6273	Neuron
2590-3322	One Earth
1934-5909	Cell Stem Cell
0969-2126	Structure
1043-2760	Trends in Endocrinology & Metabolism
0968-0004	Trends in Biochemical Sciences
0167-7799	Trends in Biotechnology
0962-8924	Trends in Cell Biology
1364-6613	Trends in Cognitive Sciences
0168-9525	Trends in Genetics
0966-842X	Trends in Microbiology
0166-2236	Trends in Neurosciences
0165-6147	Trends in Pharmacological Sciences
2405-8033	Trends in Cancer
2589-5974	Trends in Chemistry
0169-5347	Trends in Ecology & Evolution
1471-4906	Trends in Immunology
1471-4922	Trends in Parasitology
1471-4914	Trends in Molecular Medicine
1360-1385	Trends in Plant Science
0002-9297	The American Journal of Human Genetics

0006-3495	Biophysical Journal
1674-2052	Molecular Plant
1525-0016	Molecular Therapy