

Public Library of Science Mailing Address: 1875 Mission St Ste 103 # 188 San Francisco, CA 94103

### **PUBLISHING SERVICES ORDER FORM**

Customer Name:	Maynooth University (acting on behalf of itself and the institutions listed in APPENDIX B)			
Customer Street Address:	IReL, Maynooth University, Maynooth, Co. Kildare, W23 VP22, Ireland			
Effective Date:	01.01.2025			
Term:	Jan 01, 2025 – Dec 31, 2025 (1 year)			
Grand Total Annual Fee:	\$265,879			

- Applicable Terms. This Order Form is governed by PLOS' Master Publishing Terms of Service ("Service Terms") as they appear on the PLOS Terms of Service page: <a href="https://plos.org/terms-of-service/">https://plos.org/terms-of-service/</a>
   Capitalized terms used in this Order Form have the same meaning they do in the Service Terms.
- 2. Services & Fees. Customer agrees to receive and pay for the service(s) set forth below. By checking the box next to a service, Customer will be bound by the terms applicable to that service and the general terms in the Service Terms. Except for PLOS' Annual Flat Fee publishing service which applies to all Participating Journals collectively, PLOS will provide Customer with services only for those journal(s) selected below. The annual fee payable to PLOS in exchange for services is listed below. If Customer selects Global Equity publishing, it may voluntarily make an Equity Contribution to a Participating Journal. The Equity Contribution, if any, is reflected below.

SERVICE	ANNUAL FEE 2025
Annual Flat Fee×	\$265,879
About page	
Participating Journals	
PLOS Digital Health	
PLOS ONE	
PLOS Computational Biology	
PLOS Pathogens	
PLOS Neglected Tropical Diseases	
PLOS Genetics	
PLOS Complex Systems	

# 3. Consortium Customers Only.

- 3.1 <u>Covered Authors</u>. This Order Form will cover Authors from the academic institutions listed on **Appendix B** attached hereto.
- 3.2 <u>Community Action Publishing.</u> (check only if applicable) Consortium will pay the annual fee through one invoice on behalf of all consortium member institutions and is therefore eligible to receive a one percent (1%) discount on the annual fee payable to PLOS.

Accepted and agreed to by:

**REDACTED** 

Customer Reporting Contact Information (for monthly reports - if different from above)

## **APPENDIX A**

#### MASTER PUBLISHING TERMS OF SERVICE

This Master Publishing Terms of Service governs PLOS' services to institutions and consortia ("Customer") to enable authors to publish with PLOS on an unlimited basis each year in exchange for one annual payment to PLOS. The types of services offered by PLOS and the journals to which they apply ("Participating Journals") are set forth in the PLOS Publishing Service Order Form between the parties ("PLOS Order Form"). The applicable terms are set forth below and are made part of the PLOS Order Form.

#### 1. ANNUAL FLAT FEE TERMS

- 1.1 Customer agrees to pay PLOS an upfront annual fee each year for PLOS' review and publication of research articles by corresponding authors employed by or affiliated with Customer ("Authors") on articles accepted for publication within the Agreement Term in Participating Journals selected in the PLOS Order Form, regardless of the number of articles from corresponding authors accepted by PLOS during the Term. The annual fee to be paid by Customer is set forth in the PLOS Order Form.
- 1.2 Customer will pay PLOS the annual fee for year 1 within ten (10) days of the Effective Date. Thereafter, Customer will pay the annual fee in full in the manner identified on PLOS' invoice within thirty (30) days of the invoice date.
- **1.3** Customer will not be entitled to a prorated refund of the annual fee in the event of early termination of this agreement.
- **1.4** Within sixty (60) days prior to the termination date, the parties will discuss a renewal and whether the annual fee should change for the renewal term based on historical acceptance rates of Author manuscripts. If the parties agree that the amount should change, the parties will enter into an amendment to this agreement to reflect the new agreed-upon renewal term and fee.

## 2. GENERAL TERMS - APPLICABLE TO ALL SERVICES

- 2.1 Reports. PLOS will provide Customer access to monthly accepted publications reports and, upon request, COUNTER data from Participating Journals. The monthly publications reports will show the name of the Author, the manuscript submission date, the journal title, the article title, and journal ISSN. Customer will notify PLOS in writing within fourteen (14) days of receipt of the report of any incorrect information or discrepancy in the report, and absent such notification will be deemed to have accepted the monthly report as correct.
- 2.2 Effective Date. This effective date of this agreement shall be the date indicated in the PLOS Order Form ("Effective Date"). The terms of this agreement will apply to manuscripts accepted by PLOS during the Term, beginning on the Effective Date.
- 2.3 Term. The term of this agreement shall be the term indicated in the PLOS Order Form ("Term").
- **2.4 Termination.** Either party may terminate this agreement: (1) for cause due to the other party's material breach if such breach remains uncured thirty (30) days after written notice of the breach is given by the party claiming the breach. A termination for cause shall be effective three (3) days after written notice of such termination is given; or (2) with immediate effect from the date of written notice if the other party (a) files for bankruptcy protection or makes an assignment for the benefit of creditors, (b) is the subject of an order made for the winding up of its operations, (c) becomes subject to an administration order or a receiver or trustee, (d) becomes insolvent, or (e) ceases to do business or threatens to cease to do

- business. Except as expressly provided for herein, the parties' respective rights and obligations under this agreement end immediately upon termination.
- 2.5 Currency. All amounts reflected in a PLOS Order Form and attachments are in United States dollars.
- **2.6 Severability.** If any part of this agreement is found to be unreasonable, invalid or unlawful under any enactment or rule of law, the court shall have the power to strike out or override that part whether it be an entire clause or clauses or some part or parts thereof and enforce this agreement as if the offending part or parts had not been included.
- **2.7 Amendments; Waivers.** No amendment or alteration of this agreement shall be valid unless made in writing and signed by a duly authorized representative of both parties. The waiver by either party of its rights regarding any breach of any provision(s) of this agreement shall not be taken or held to be a waiver of such rights with respect to any other or subsequent breach thereof.
- **2.8 Entire Agreement.** This agreement constitutes the entire agreement between the parties. Other than as expressly stated otherwise in this agreement neither party shall be under any liability for any representations made prior to or during the operation of this agreement.
- **2.9 Governing Law; Venue.** This agreement shall be governed and construed in accordance with the laws of the State of California, and any legal action between the parties relating to this agreement must be brought and filed in San Francisco, California.
- 2.10Assignment. Neither party may assign its rights or obligations under this agreement to another person or entity without the written consent of the other party, which consent shall not be unreasonably withheld. No consent shall be necessary in the event of an acquisition of substantially all of the assets of a party. Subject to the foregoing, this agreement will bind and inure to the benefit of and be enforceable by the parties, their respective successors, and permitted assigns.
- 2.11 Force Majeure. Neither party shall be liable to the other for performance rendered impossible due to circumstances beyond the control of the party, such as acts of God, war, government regulations, disaster, strikes (except those involving the employees or agents of the party seeking the protection of this clause), or civil disorder. The ability to terminate this agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical but in no event longer that ten (10) days after learning of such basis.
- 2.12 Authority to Sign. Each person signing the PLOS Order Form represents and warrants that they have complete authority to legally bind the party on whose behalf he/she is signing to the terms of this agreement. A signed copy of this Agreement by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.
- 2.13 Website Accessibility. PLOS acknowledges the importance of website accessibility and will engage in conversations on this topic with Customer throughout the Term. PLOS shall use reasonable efforts to conform to the accessibility requirements of Web Accessibility Initiative, Web Content Accessibility Guidelines (WCAG) 2.1 at level AA. PLOS and the Customer have the right to access or post the content on other websites or platforms in order to comply with applicable law.
- **2.14Antidiscrimination in the Workplace.** The parties represent that they comply with any applicable laws prohibiting workplace discrimination.
- 3 Additional Terms.

- 3.1 For clarity, when Customers receive monthly publication reports (as per 2.1), the Customer may notify PLOS within fourteen days of any articles where they do not deem the corresponding author to be employed by or affiliated with the Customer. In such cases, the article will be excluded from the Annual Flat Fee Terms (as per 1.1).
- 3.2 The following sections are omitted:
  - 2.1.4 Antidiscrimination in the Workplace.

## **APPENDIX B**

# List of Academic Institutions and contact details:

Language		Institution	Institution	Ringgold	Contact for	Contact for monthly reports (Title; Email)
1.         University College Cork         University College Cork         8795         REDACTED         REDACTED           2.         University College Cork         3.797         REDACTED         REDACTED           3.         Maynooth University University University of Galway / University of Galway Galway         NUI Galway / S799         REDACTED         REDACTED           4.         NUI Galway / University of Galway G		Name English	Name Local	<u>ID</u>	<u>montly</u>	
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2.   University College Dublin   S797   REDACTED   REDACTED	<u></u>	=	-	8733	REDACTED	REDACTED
College Dublin   College Dublin   8798   REDACTED   REDACTED	2.			8797	REDACTED	REDACTED
University   University of Galway   S808   REDACTED   REDACTED						_
A.   NUI Galway / University of Galway   University of University of University of University of University of University of University   University   University University   University University   University University   University University   University University   University University   University University   University University   University of the Shannon:   Midlands   Midwest   Midwest   University   Un	<u>3.</u>			<u>8798</u>	REDACTED	REDACTED
University of Galway   Galwa						
Galway   Galway   Salway   S	<u>4.</u>			<u>8799</u>	REDACTED	REDACTED
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Limerick   Limerick   Emerick   Em	-			0000	DEDACTED	DEDACTED
6     Trinity College Dublin     Trinity College Dublin     REDACTED     REDACTED       7     Dublin City University     Dublin City University     B818     REDACTED     REDACTED       8     Technological University Dublin     Technological University     B819     REDACTED     REDACTED       9     South East Technological University     South East Technological University     REDACTED     REDACTED       10     Technological University of the Shannon: Midlands Midwest     Midlands Midwest     REDACTED     REDACTED       11     Atlantic Technological University     Atlantic Technological University     REDACTED     REDACTED       12     Dundalk Institute of Technology     Technology     REDACTED     REDACTED       13     Institute of Art Design and     Institute of Art Design and     REDACTED     REDACTED     REDACTED	5			8808	REDACTED	REDACTED
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13   Institute of Art   Institute of Art   8832   REDACTED   REDACTED						
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	<u>Laoghaire</u>	<u>Laoghaire</u>			
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	Design and	Design and			
	<u>Technology</u>	<u>Technology</u>			
<u>14</u>	Munster	Munster	<u>587895</u>	REDACTED	REDACTED
	<u>Technological</u>	<u>Technological</u>			
	<u>University</u>	<u>University</u>			

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