

CONTRACT FOR THE SUPPLY OF PRODUCTS TO A CONSORTIUM OF ACADEMIC INSTITUTIONS
SECTION I CONTRACT FORM
1 THE PARTIES

LICENSOR DETAILS	
Full legal entity name	The Chancellor, Masters, and Scholars of the University of Cambridge acting through its department Cambridge University Press & Assessment ("Licensor")
Postal address	Shaftesbury Road, Cambridge, CB2 8EA, United Kingdom
Telephone	+44 (0) 1223 358 331

LICENSEE DETAILS	
Full legal entity name	The National University of Ireland, Maynooth (acting on behalf of Consortium Members as listed in Section V) ("Licensee")
Postal address	Irish Research eLibrary (IREL) Maynooth University, Mill St, Maynooth, Co. Kildare, W23 H3C2, IE
Telephone	

2 SUBSCRIPTION PACKAGE(S)

2.1 The Licensor agrees to supply the Licensee with the subscription package(s) set out below, in accordance with the terms set out in this Agreement:


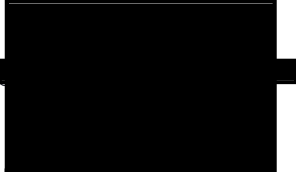

SUBSCRIPTION DETAILS			
Package Name	Subscription Period Start Date	Subscription Period End Date	Subscription Period Fee
Cambridge Journals Online: [Year] Full Package	January 1, 2026	December 31, 2026	€295,712.00
Cambridge Journals Online: [Year] Full Package	January 1, 2027	December 31, 2027	€334,155.00
Cambridge Journals Online: [Year] Full Package	January 1, 2028	December 31, 2028	€377,595.00

3 AGREEMENT TO TERMS

3.1 This Agreement incorporates all the details above, plus the following attached Section(s):

Section I: CONTRACT FORM
 Section II: STANDARD TERMS AND CONDITIONS FOR CONSORTIA
 Section III: TRANSFORMATIVE AGREEMENT TERMS
 Section IV: SPECIAL TERMS AND CONDITIONS
 Section V: CONSORTIUM MEMBERS AND IP ADDRESS RANGES
 (together, the "Agreement")

3.2 Licensee and Licensor hereby accept and agree to the terms of this Agreement:

LICENSOR SIGNATURE		
Full legal name of signatory	 <i>for and on behalf of The Chancellor, Masters, and Scholars of the University of Cambridge acting through its department Cambridge University Press & Assessment</i>	
Email		
Date	24 April 2026	
By signing, I confirm that I (i) am authorised to enter into this Agreement and (ii) agree to all the terms herein on behalf of the Licensor.		

LICENSEE SIGNATURE	
Full legal name of signatory	

	<i>for and on behalf of The National University of Ireland, Maynooth (acting on behalf of the Consortium Members)</i>	
Email		
Date	22 April 2026	
By signing, I confirm that I (i) have read and am authorised to enter into this Agreement and (ii) agree to all the terms herein on behalf of the Licensee.		

SECTION II STANDARD TERMS AND CONDITIONS FOR CONSORTIA**1 DEFINITIONS**

1.1 In this Agreement the following words shall have the following meanings:

- 1.1.1 **Authorised User:** (i) any current student or member of staff of Consortium Member who is authorised by a Consortium Member to access the Secure Network; and/or (ii) any individual granted temporary permission by a Consortium Member to access the Secure Network whilst on its premises.
- 1.1.2 **Commercial Use:** for the purposes of direct or indirect financial gain (whether by or for Licensee, a Consortium Member, an Authorised User, or any other person or entity) by means of sale, resale, loan, transfer, hire or other form of exploitation of the Products. For the avoidance of doubt, Commercial Use shall not include use by Licensee, Consortium Member or by an Authorised User of the Products in the course of research funded by a commercial organisation or recovery of administrative charges by Licensee or Consortium Member from Authorised Users.
- 1.1.3 **Consortium Member:** an educational institution listed in Section V (as may be amended from time to time) which has agreed to only access and use the Products in accordance with the terms of this Agreement.
- 1.1.4 **Fees:** as applicable, the Subscription Fees, and the Purchase Fees.
- 1.1.5 **Licensee:** the consortium or organisation detailed in Section I.
- 1.1.6 **Licensor:** The Chancellor, Masters, and Scholars of the University of Cambridge acting through its department Cambridge University Press & Assessment of Shaftesbury Road, Cambridge CB2 8EA, UK.
- 1.1.7 **Online Access:** access to the Products on the Server.
- 1.1.8 **Products:** as applicable, Purchased Products and Subscription Products.
- 1.1.9 **Purchase Fees:** the fees set out in Section I for the supply of Purchased Products.
- 1.1.10 **Purchased Products:** products which Licensee has purchased on a 'perpetual access' basis (i.e. the Licensee pays a one-time licence fee for the right to permanent access to the applicable products, although other charges may also apply).
- 1.1.11 **Secure Authentication:** Athens or Shibboleth (SAML) technology-based authentication, IP ranges, username and password, or such other authentication process agreed between Consortium Member and Licensor from time to time, and which is consistent with current best practice.
- 1.1.12 **Secure Network:** a network (whether a standalone network or a virtual network within the internet) which is only accessible to Authorised Users whose identities are authenticated by Consortium Member at the time of login (and periodically thereafter in line with best practice) by Secure Authentication.
- 1.1.13 **Server:** either Licensor's server or a third-party server designated by Licensor on which Products are mounted and via which they may be accessed.
- 1.1.14 **Subscription Fees:** the fees set out in Section I for the supply of Subscription Products during the Subscription Period.
- 1.1.15 **Subscription Period:** the period set out in Section I and during which the relevant Consortium Member and the Authorised Users may access the Subscription Products.
- 1.1.16 **Subscription Products:** products listed in 2. SUBSCRIPTION PACKAGE(S) to which Licensee has subscribed for an agreed period.
- 1.1.17 **TDM:** Text and data mining.
- 1.1.18 **Terms of Use:** the permitted uses and restrictions of use of the Products as set out in clauses 3 and 4 of this Section.

2 LICENCE

- 2.1 Subject to payment of the Purchase Fees, Licensor grants Licensee a non-exclusive and non-transferable right to give each Consortium Member access to and use of the Purchased Products in accordance with the terms of this Agreement. Where Licensor is no longer able to provide Online Access on a permanent basis, it shall provide a copy of the Purchased Products in pdf format (or such other electronic format as Licensor in its sole discretion determines) and Licensee procures that each Consortium Member agrees and acknowledges that the use of any such electronic copy shall always be subject to the terms of this Agreement.
- 2.2 Subject to the payment of the Subscription Fees, Licensor grants Licensee a non-exclusive and non-transferable right to give each Consortium Member access and use of the Subscription Products in accordance with the terms of this Agreement.
- 2.3 Subject to clause 2.4 of this Section, any journal volume to which Licensee has paid for its Consortium Members to have Online Access for the Subscription Period shall continue to be accessible via Online Access after that Subscription Period has expired, provided that this Agreement is not terminated by the Licensor under clause 10.2 of this Section. This continuing access shall not apply to any content provided free of charge as an additional benefit to online subscribers. The terms of this Agreement shall continue to apply to any journal volume to which access is granted after its Subscription Period has expired.
- 2.4 Where Licensor is no longer able to provide Online Access to the Subscription Products on a permanent basis, it shall provide a copy of the applicable Subscription Products in pdf format (or such other electronic format as Licensor in its sole discretion determines). Licensee accepts and acknowledges that, whilst Licensor cannot guarantee continued access, in the event a journal volume is transferred to another publisher, Licensor shall use commercially reasonable endeavours to negotiate such continued access rights with the new publisher.

3 PERMITTED USES

- 3.1 Subject to the restrictions in clause 4.1 of this Section, and solely for the purposes of research, teaching at Consortium Members' premises and private study Licensee may allow Consortium Members and Authorised Users to:
 - 3.1.1 access, view, download, store and print the Products; and
 - 3.1.2 incorporate links to the Products in electronic course packs or management systems.
- 3.2 Licensee may supply to the library of an institution (whether by post, fax or secure electronic transmission, provided that the electronic file is deleted immediately after printing) a single paper copy of a section of a Product in accordance with the limitations agreed with the Licensor and provided that such copy may only be used for research, teaching and private study purposes and not for any Commercial Use.
- 3.3 Nothing in this Agreement shall in any way exclude, modify or affect any of Licensee's statutory rights under applicable copyright law.
- 3.4 Authorised Users may download, extract, store and index the Products for the purposes of TDM and may mount, load, integrate and analyse the results of TDM on their personal devices or Secure Network. Any copies of the Products accessed or reproduced by an Authorised User for the purposes of TDM must be deleted once the analysis of the results of the TDM is complete.

- 3.5 Authorised Users may use the results of their TDM in their research and make the results of their TDM publicly available, provided that no Product or part of a Product is reproduced within such research, other than as expressly permitted by applicable law.
- 3.6 For any questions relating to TDM please contact openresearch@cambridge.org.
- 3.7 Use the Product in AI Tools within a secure, local, and closed hosted environment, accessible only to the Consortium Member or its Authorised Users solely for non-commercial research purposes. The Consortium Member and Authorised Users may upload, transmit, or provide a reasonable number of documents from the Products to such an AI Tool. AI Tools must operate within a secure, local, or closed hosted environment, with documents from the Products accessible only to the Consortium Member or its Authorised Users. The Consortium Member and its Authorised Users are prohibited from disseminating or using the Products to enhance the capabilities of any AI Tool outside of this hosted environment. The results derived from AI Tools should only be used for non-commercial research purposes, and cannot be used for any research that becomes commercialised at a later date. Third-party images or visual content owned by entities other than the Publisher may not be used in AI Tools. The Publisher shall not be liable for any legal actions taken by third-party content owners claiming infringement of proprietary or intellectual property rights due to such use. The Consortium Member and its Authorised Users are responsible for ensuring that AI Tool use does not result in the Products or AI Outputs being displayed, distributed, or made available to unauthorised third parties, or used in a manner inconsistent with the Permitted Use, or in a way that could create content, products or services that substitute for, are a derivative of, or compete with the Products or any products or services of the Publisher in the Products. The Publisher and Consortium Member acknowledge the evolving nature of AI technologies and their implications in educational, academic, research, and scholarly contexts. They agree to engage in good-faith negotiations as legal clarity on AI develops. The Consortium Member acknowledges that any input to and/or output from an approved AI Tool must comply with the restrictions on the use and/or sharing of the Products. The Publisher acknowledges the Consortium Member's right to use Products for computational analysis using automated techniques to analyse text and data for patterns and trends ("TDM"), provided that such use is for non-commercial research purposes. For the avoidance of doubt, nothing in the foregoing shall, or shall to be understood to, limit mandatory statutory rights under UK copyright law.
- 3.8 For the purpose of this Agreement "AI Tool(s)" means internal applications, systems, or models employing AI techniques such as machine learning, natural language processing, computer vision, or neural networks to analyse content, identify patterns, and generate predictions or outcomes for tasks typically requiring human intelligence. "AI Output(s)" means any output generated by AI tools as a result of inputting the Products for the Permitted Use. Authorised Users must ensure that AI Outputs appropriately cite the source of the Product.
- 3.9 For any proposed use of the Product in AI tools that is of a larger volume (defined as more than 50 sections of content, usually chapters or articles) or for any use that falls outside of the above, please contact business.development@cambridge.org so that we enable a suitable delivery of content. Such suitable delivery may include the removal Third-party images or visual content owned by entities other than the Publisher. Consent and support will not be unreasonably withheld, providing that the purpose is (as per clause 3.7) solely for non-commercial research.

4 RESTRICTIONS

- 4.1 Except in the course of exercising rights specifically granted in this Agreement or permitted under any applicable Creative Commons license, the Licensee shall not, and shall procure as a principle obligation that neither a Consortium Member nor any Authorised User shall not:
- 4.1.1 remove or alter Licensor's copyright notice or other means of identification or disclaimers as they appear on a Product;
 - 4.1.2 systematically make printed or electronic copies of any of the Products;
 - 4.1.3 permit access to the Products to anyone who is not an Authorised User;
 - 4.1.4 display or distribute any part of a Product on any electronic network, (including without limitation the internet and the world wide web) other than the Secure Network;
 - 4.1.5 use all or any part of a Product for Commercial Use;
 - 4.1.6 modify, adapt or alter a Product or make available a Product in any other form or medium or create derivative works from a Product without the prior written permission of Licensor;
 - 4.1.7 create a database in electronic or structured manual form by downloading and storing any content from the Products;
 - 4.1.8 attempt to interfere with the proper workings of any online provision of the Products including attempting to circumvent security, tamper with, hack into or otherwise disrupt or compromise the functionality or availability of the Server or other internet-connected device used as part of Licensor's IT system which enables access to the Products;
 - 4.1.9 either individually or collectively download Product content at rate which exceeds 500 pdfs per hour;
 - 4.1.10 use any automated retrieval devices (such as web robots, wanderers, crawlers, spiders of similar devices) save that this is not intended to prevent a Consortium Member from using a federated search engine or discoverability service as part of its library information services; nor
 - 4.1.11 otherwise download, store, reproduce, transmit, display, print, copy, distribute, extract, exploit or use the Products.
- 4.2 The Licensee and Consortium Members are not permitted to supply the whole or part of any Product to another institution or library without the Licensor's prior written consent, except to the extent expressly permitted by applicable law.
- 4.3 Licensor reserves the right to withdraw access to the Products in the event of a download rate in excess of the limit in clause 4.1.9 of this Section. The withdrawal of access in such circumstances is generated by an automatic abuse detection process. Upon activation of the process, e-mails including details of the actual download rate detected will be sent to Licensor's administrator, following which Licensor may contact Licensee's administrator to request an investigation. Licensor shall only restore access once the issue has been resolved to its satisfaction.

5 LICENSEE'S RESPONSIBILITIES

- 5.1 Licensee shall provide, or shall ensure that each Consortium Member provides, Licensor on request with all identifying information, including IP address ranges, relating to each Consortium Member and its Secure Network necessary to enable Licensor to set up and activate Online Access. Online Access is conditional upon this information being supplied to Licensor, and Licensee or Consortium Members promptly notifying Licensor of any changes to this information.
- 5.2 Licensee warrants and represents that the range of IP addresses provided further to clause 5.1 of this Section are only assigned to devices within each Consortium Member's Secure Network.
- 5.3 Licensee shall:
- 5.3.1 ensure Online Access is only granted to Authorised Users via the Secure Network and that access granted to such users ceases on them ceasing to be an Authorised User;
 - 5.3.2 take all reasonable measures to monitor the use of the Products and shall make Authorised Users aware of the Terms of Use;

- 5.3.3 ensure that all Authorised Users treat all logins, passwords or other Authorised User identification required for Online Access as confidential and do not disclose them to any other person;
- 5.3.4 ensure that all Authorised Users only use the Products in compliance with the terms of this Agreement; and
- 5.3.5 and shall ensure that each Consortium Member shall, promptly notify Licensor on becoming aware of any unauthorised possession or use or other breach of this Agreement and take appropriate action (including disciplinary action) to ensure that such activity ceases and to prevent any recurrence.
- 5.4 Licensee and each Consortium Member is responsible for obtaining at its own cost all internet connections, equipment and software necessary to access the Products via the Secure Network. Furthermore, whilst Licensor will use commercially reasonable endeavours to guard against viruses, it does not guarantee or warrant that any Products or Online Access will be free from infections, viruses and/or other code that has contaminating or destructive properties and Licensee and each Consortium Member is responsible for implementing sufficient procedures and virus checks to satisfy its requirements for the security of data input and output.

6 LICENSOR'S RESPONSIBILITIES

- 6.1 Following activation of Licensee's account Licensor shall, subject to payment of the Fees, use commercially reasonable endeavours to:
- 6.1.1 provide each Consortium Member with Online Access; and
- 6.1.2 ensure that the Server has sufficient capacity and rate of connectivity to provide Licensee and each Consortium Member with a level of service which is commensurate with the current standards in the online information industry sector.
- 6.2 Licensor may temporarily suspend Licensee's Online Access for the purposes of maintenance or upgrades but shall use its commercially reasonable endeavours to notify Licensee and each Consortium Member of such activities and to minimise the period of suspension or interruption.
- 6.3 In relation to any Product made available via Online Access, Licensor reserves the right at any time on notice to Licensee to:
- 6.3.1 make changes or corrections and to alter, update or upgrade any aspect of the Product;
- 6.3.2 vary the technical specification of the Product or of any software included therein; and
- 6.3.3 withdraw the Product (or any part of a Product) where it has decided to cease publication of that Product.
- 6.4 Where Licensor withdraws a Product or a part of a Product in accordance with clause 6.3.3 of this Section, if Licensee purchased the withdrawn Product on a perpetual access basis, a copy of the withdrawn Product shall be provided to Licensee in pdf format (or such other electronic format as Licensor in its sole discretion determines), otherwise Licensor may in its sole discretion either offer broadly equivalent replacement materials or a credit in respect of the unexpired portion of the Subscription Fees in relation to the withdrawn Product (or part of a Product). The provision of a pdf copy, replacement or credit (as applicable) shall discharge Licensor's liabilities to Licensee in respect of the withdrawn Product (or part of a Product).
- 6.5 For such period that a Consortium Member is entitled to Online Access, Licensor agrees to provide Consortium Member with access to usage data and, where available, usage reports detailing the level of use of any Subscription Products by Consortium Member's Authorised Users per month. Any reports made available shall be COUNTER compliant (or compliant with an equivalent industry standard), and such reports and data will not identify individual Authorised User usage, but will be provided in respect of the IP address ranges provided further to clause 5.1 of this Section. Licensor will not be able to provide accurate usage data and/or reports if Consortium Member stores any of the Subscription Products on any cache or proxy server, which is discouraged in any event due to the dynamic nature of the Subscription Products.
- 6.6 The Licensor shall make reasonable efforts to provide or to make arrangements for a third party to provide an archive of all products to which the Licensee should have lawful access after the termination or expiry of this Agreement. Where Licensee has paid for perpetual access to the Products, the Licensor shall make reasonable efforts to ensure that access will continue provided that a third party archiving services continues to be available such as Portico.
- 6.7 The Licensor makes reasonable endeavours to comply with relevant disability laws and regulations and provide the Products in a manner consistent with the Web Accessibility Initiative's Web Content Accessibility Guidelines. The Licensor will work with the Licensee and its staff to address any accessibility concerns. The Licensor shall make reasonable endeavours to adapt the Products in a timely manner and at no cost to the Licensee. Alternatively, Licensee may alter or modify the Products as necessary to provide an equivalent level of access to Authorized Users with disabilities if the Products are not already provided in accessible formats
- 6.8 The Licensor agrees to implement the following industry standards to enhance access and use of the Products and shall:
- 6.8.1 Subject to clause 6.7 above, provide the means for Members to continue to access the Products via the archiving service defined in 6.7 for use only in the event that the Licensor ceases trading, and inform Consortium Members where the Products has been archived, and provide Consortium Members with sufficient authority and information to enable Consortium Members to access such Products;
- 6.8.2 use 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;
- 6.8.3 use all reasonable efforts to adhere to the Code of Practice of Project Transfer (<http://www.niso.org/standards-committees/transfer>) 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;
- 6.8.4 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;
- 6.8.5 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>); and
- 6.8.6 provide openly accessible data on citations according to the standards set out by the Initiative for Open Citations (I4OC - <https://i4oc.org/>)

7 INTELLECTUAL PROPERTY RIGHTS

- 7.1 Products, usage data and usage reports are protected by international copyright laws, database rights and other intellectual property rights. Licensor, its affiliates and licensors are the owners of these rights, and this Agreement does not transfer any right, title or interest in the Products to Licensee or Consortium Members.
- 7.2 Licensor warrants that

- 7.2.1 it has all necessary permissions, licenses and consents to make the Products available to the Licensee;
- 7.2.2 use of the Products in accordance with these terms does not infringe the intellectual property rights of any third party.

8 LIMITATION OF LIABILITY

- 8.1 Whilst Licensor shall use commercially reasonable endeavours to provide Online Access, it cannot guarantee that Online Access will operate continually or without interruption, and neither does Licensor guarantee the accuracy of any information and/or content contained in the Products, which are provided on a strictly 'as is' basis. Licensor has no liability for any loss or damage whatsoever sustained by Licensee, a Consortium Member or any Authorised User as a result of the availability or use of or reliance on the content in the Products. If Online Access is unavailable for five (5) consecutive days, Licensee shall be entitled, at its option to:
 - 8.1.1 a pro-rata refund for the period that the Products were unavailable; or
 - 8.1.2 terminate the Agreement on behalf of Consortium Member(s) on written notice.
- 8.2 Save as expressly provided otherwise in this Agreement, Licensor, to the fullest extent permitted by law, excludes all express or implied terms, conditions, warranties and/or representations with regard to the Products including, without limitation, any warranties relating to quality or fitness for purpose.
- 8.3 Licensor shall not be liable for any indirect or consequential loss or damage or for any loss of or corruption of data, loss of programs, profit, anticipated savings, revenue or goodwill (whether direct or indirect) arising out of or in connection with the access, availability, use of or reliance on the Products.
- 8.4 Licensee agrees that the entire liability of Licensor to Licensee and any Consortium Member or Authorised User for any claim (whether in contract, tort, misrepresentation, breach of statutory duty or otherwise) arising out of or in connection with the access, availability, use of, or reliance on a Product shall be limited to the Fees paid for that Product in the year in which the liability arose in relation to that Product in the year in which the liability arose. Licensee agrees that the entire liability of each Consortium Member to the Licensor for any claim (whether in contract, tort, misrepresentation, breach of statutory duty or otherwise) arising out of or in connection with the access and use of the Product or otherwise under this Agreement shall be limited to the Fees paid by such Consortium Member in the year during which the liability arose.
- 8.5 Nothing in this Agreement shall limit or exclude Licensor's liability for death or personal injury resulting from Licensor's negligence or its fraudulent misrepresentation or any other liability which cannot be limited or excluded under applicable law.

9 FEES

- 9.1 The Fees are net of all applicable taxes, including without limitation VAT or other applicable sales taxes, which shall be charged in accordance with the relevant regulations in force at the time of making the taxable supply, and such amounts shall be payable by Licensee in addition to the Fees on receipt of a valid tax invoice.
- 9.2 Licensee shall pay the Fees in full without deduction or withholding in respect of any tax unless required by law. If any such deduction or withholding is required, Licensee shall, when making the payment to which the withholding or deduction relates, pay to Licensor such additional amount as will ensure that Licensor receives the same total amount that it would have received if no such withholding or deduction had been required.
- 9.3 Licensee shall pay the Fees within 30 days of the date of invoice unless different payment provisions are set out in the invoice. Without prejudice to any other right or remedy that Licensor may have, where Licensee fails to pay the Fees and any VAT or other applicable sales tax on the due date, Licensor shall be entitled to:
 - 9.3.1 charge interest at a rate of 4% per annum above the base lending rate of Barclays Bank plc, accruing on a daily basis until the date of actual payment; and
 - 9.3.2 delay the activation of or suspend access to the Products previously granted until full payment is made of any Fees, and Licensee agrees that the Subscription Period shall not be extended by any period of delay or suspension resulting from late payment.

10 TERM AND TERMINATION

- 10.1 The Subscription Period may be renewed by mutual consent for additional periods upon payment of the agreed Subscription Fees.
- 10.2 Either party may terminate this Agreement (and Licensor may terminate this Agreement in part) immediately by serving written notice on the other in the event that the other party commits a material breach of this Agreement, and in the case of a breach capable of remedy fails to remedy the same within 30 days of a written request to do so. Licensee, Consortium Member or an Authorised User's breach of clauses 4 or 5 of this Section shall be deemed a material breach.
- 10.3 Upon termination of this Agreement by the Licensor under clause 10.2 of this Section:
 - 10.3.1 Licensee's, Consortium Member's and Authorised Users' rights to access and use the Products shall immediately terminate and Online Access shall cease;
 - 10.3.2 Licensee shall immediately cease using any passwords or other Authorised User identification to access the Products;
 - 10.3.3 Licensee shall ensure that all Consortium Members and Authorised Users shall do likewise; and
 - 10.3.4 Licensor shall not be required to refund any Fees. Any copies of Product information and/ or content shall be deleted from Licensee's and each Consortium Member's records and storage media.
- 10.4 On termination of this Agreement by the Licensee under clause 10.2 of this Section, Online Access to the Products shall continue for the applicable Subscription Period or on a perpetual access basis, as appropriate, unless Licensor is unable to provide such access, in which case the relevant provisions in clause 2.1 of this Section shall apply.

11 DATA PROTECTION

- 11.1 Licensor shall be entitled to:
 - 11.1.1 hold and process the Consortium Members personal data as defined in applicable privacy and data protection legislation;
 - 11.1.2 make such information available to: (i) business partners, sub-contractors and/or suppliers who provide products or services to Licensor; (ii) our branches; either of whom may be outside of the European Economic Area;
 - 11.1.3 for legal and administrative purposes and in order to fulfil its obligations under this Agreement. This clause shall survive termination of this Agreement.

12 ANTI-BRIBERY AND CORRUPTION

- 12.1 Licensee understands that Licensor acts in accordance with the UK Bribery Act 2010, Criminal Finances Act 2017 and other applicable anti-bribery and tax evasion laws in the jurisdictions in which it operates. The Licensee (and its related officers and employees) warrants that it (and Licensee confirms on behalf of each Consortium Member that they each) shall not engage in any activity, practice or conduct in relation to its performance under this Agreement which would constitute an offence under any applicable law or regulation relating to anti-bribery, corruption or tax evasion. The Licensee agrees to promptly notify Licensor of any suspected or known breach of this clause.

13 CONFIDENTIALITY

- 13.1 In the course of negotiating the terms of this Agreement, Licensor shall from time to time disclose to Licensee information that is proprietary or confidential to Licensor. Licensee agrees not to disclose information it receives in pre-contractual negotiations in a way that could be prejudicial to Licensor, except as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. This clause shall survive the termination of this Agreement.

14 GENERAL

- 14.1 Licensee may not assign, transfer or sub-license its rights or obligations under this Agreement.
- 14.2 In no circumstances shall Licensor be liable to Licensee, Consortium Member or any Authorised User for any delay or failure to perform its obligations due to an event beyond its reasonable control, including but not limited to loss or failure of third party controlled IT equipment and internet connections.
- 14.3 This Agreement constitutes the entire agreement between the parties and supersedes any previous agreement between the parties relating to its subject-matter. Each party acknowledges and agrees that, in entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) other than as expressly set out in this Agreement.
- 14.4 This Agreement may not be amended, varied or supplemented except in writing signed by duly authorised representatives of both parties.
- 14.5 If any provision of this Agreement (or any part of any provision) is found by a court to be unenforceable that provision or part provision shall, to the extent required, be deemed not to form part of this Agreement and the validity and enforceability of the other provisions of this Agreement shall not be affected.
- 14.6 No provision of this Agreement is intended to be enforceable by a person who is not a party to this Agreement.
- 14.7 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next business day delivery service at its registered office (if a company) or its principal place of business (in any other case) or sent by e-mail, if to Cambridge at generalcounsel@cambridge.org, and if to the Licensee, at the e-mail address in Section I. Any notice shall be deemed to have been duly received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first-class post or other next business day delivery service, at 9.00 am on the second business day after posting or at the time recorded by the delivery service; if sent by e-mail, at 9.00 am on the next business day after transmission. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 14.8 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 further breach.
- 14.9 Headings used in this Agreement are for convenience only and are deemed not to be part of the Agreement.
- 14.10 This Agreement is drafted in the English language. If this Agreement is translated into any other language in the event of conflict the English language version shall prevail.
- 14.11 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is subject to English Law. The parties submit to the non-exclusive jurisdiction of the English courts to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

SECTION III TRANSFORMATIVE AGREEMENT TERMS**1 DEFINITIONS**

1.1 This Section uses the following defined terms:

- 1.1.1 **Article:** a research, case report, brief report, review or rapid communications format article (as defined by Licensor).
- 1.1.2 **Article Processing Charges (APCs):** the fee a publisher will sometimes charge for making articles Open Access.
- 1.1.3 **Cambridge Core:** Licensor's online platform for books and journals.
- 1.1.4 **Cambridge OA Journals:** journals which offer an OA publishing option.
- 1.1.5 **Corresponding Author:** a student or member of staff affiliated with the Licensee who handles the manuscript and correspondence during an Article's publication process – from manuscript correction and proof reading, to the revisions and re-submission of revised manuscripts up to acceptance. They (a) have the authority to act on behalf of all co-authors in all matters pertaining to publication of the manuscript including supplementary material (b) are responsible for informing the co-authors of the manuscript's status throughout the submission, review, and publication process and (c) act as the point of contact for any enquiries after an Article is published.
- 1.1.6 **Creative Commons Licence:** a type of licence allowing an author to communicate which rights they reserve and which they agree to waive in order to enable end-users to benefit from a gratis right to reproduce and distribute (and make derivative works from) the original Article. Licensor offers CC-BY, CC-BY-NC-SA, and CC-BY-NC-ND, each described in more detail on the Creative Commons website.
- 1.1.7 **Open Access/OA:** a publishing model that allows content to be published digitally and made accessible without charge to the end-user (subject to the terms of an applicable Creative Commons Licence).
- 1.1.8 **OA Publishing Services:** the opportunity to publish Articles in Cambridge OA Journals without paying an APC.
- 1.1.9 **Payment Processing Software:** RightsLink or other payment processing software
- 1.1.10 **Year:** calendar year.

1.2 Any other defined terms in this Agreement shall have the meaning given in the relevant Section.

2 OA PUBLISHING PROCESS

2.1 Corresponding Authors have the opportunity to publish OA Articles in Cambridge OA Journals without incurring any Article Processing Charges.

2.2 In order to publish in a Cambridge OA Journal, the Corresponding Author must:

- 2.2.1 have an Article accepted for publication;
- 2.2.2 provide details of their affiliation with Licensee, when submitting their Article for publication; and
- 2.2.3 sign a licence to publish form or equivalent documentation, as required by the Cambridge OA Journal publishing the Article, selecting a Creative Commons Licence in the process.

2.3 The OA publishing opportunities the Agreement offers are only available for Articles which have an acceptance date during the Term of this Agreement.

2.4 Articles published non-OA in Cambridge OA Journals during the Term of this Agreement will be eligible for retroactive conversion to OA provided:

- 2.4.1 the Article was published during the Term of this Agreement; and
- 2.4.2 the request to convert to OA is made no more than three months after the Year in which the Article was published (for example, an article published in December non-OA will need to be made retroactively OA by 31 March of the following year. Only the Corresponding Author can request their Article be made OA and this must be done through Payment Processing Software, or correspondence directly with the Licensor).

2.5 If a Cambridge OA Journal is transferred to another publisher during the term of this Agreement:

- 2.5.1 Articles which were accepted for publication will still be published in the Cambridge OA Journal, provided there is space to do so in a journal volume published before the transfer;
- 2.5.2 All retroactive OA requests must be complete prior to the date of content file transfer to the new OA journal publisher.

2.6 Retroactive publishing will remain available until Licensor considers that this service is no longer necessary.

3 LICENSOR'S RESPONSIBILITIES

3.1 Licensor shall:

- 3.1.1 identify the identity of the Corresponding Authors after the acceptance of Article manuscripts, via affiliation, email domain, or ORCID.
- 3.1.2 provide Consortium Members with a list of the Cambridge OA Journals;
- 3.1.3 provide annual reports to the Licensee of each Consortium Member detailing their respective publishing outputs as per the specific metadata fields and structure detailed in Section VI: Publication Reporting information ; and
- 3.1.4 host information relating to the OA publishing opportunities it offers on Cambridge Core.
- 3.1.5 facilitate retroactive OA publishing, as described in clauses 2.4 and 2.5 of this Section.

4 CONSORTIUM MEMBER RESPONSIBILITIES

4.1 Consortium Members shall inform their researchers and authors about the Licensor's OA publishing process.

4.2 Consortium Members shall verify the Corresponding Authors are affiliated with Consortium Members. Upon request of the Licensor, the Licensee and/or the Consortium Members shall provide supporting documents of such verification.

5 EXCEPTIONS AND EXCLUSIONS

5.1 Some of Licensor's journals currently do not permit OA publishing. As such, OA publishing will initially not be available in those journals. These journals will become eligible for OA publishing on an annual basis, if and when OA options are introduced by the journal's proprietors.

5.2 Although Licensor endeavours to include all Cambridge OA Journals in this agreement, it reserves the right to exclude a journal.

6 FEES

6.1 The Subscription Fee is split into two parts to correctly describe the products and services being delivered:

- 6.1.1 A '**Read**' fee, for the supply of the Subscription Products; and
- 6.1.2 A '**Publish**' fee, for the provision of the OA Publishing Services

6.2 The split of the Subscription Fee is as follows:

Year	Subscription Fee Split (Read / Publish)
2026	Read: 80% Publish: 20%
2027	To be agreed in writing at least 30 days before the end of the previous calendar year.
2028	To be agreed in writing at least 30 days before the end of the previous calendar year.

SECTION IV SPECIAL TERMS AND CONDITIONS**1 ORDER OF PRECEDENCE**

1.1 The provisions of this Section are agreed in addition to the Licensor's standard terms and conditions. In the event of any conflict between this Section and any other Section in the Agreement, the terms of this Section take precedence.

2 FINANCIAL HARDSHIP

2.1 "**Financial Hardship**" means substantial cuts during the Subscription Period to Licensee's budget for the type of products Licensor supplies.

2.2 Where the Parties have agreed a multi-year Subscription Period, Licensee may terminate the Agreement for Financial Hardship, provided:

2.2.1 Licensee arranges a meeting with Licensor to discuss the possibility of revising the terms of the Agreement, rather than terminating outright; and

2.2.2 In the event that Licensee still wishes to terminate the Agreement after this discussion, it gives Licensor at least two months' notice in writing.

SECTION V CONSORTIUM MEMBERS AND IP ADDRESS RANGES

This Section lists all Consortium Members and the range of IP Addresses with access to the Server:

Name	IP address (from)	IP address (to)
Atlantic Technological University	193.1.112.1	193.1.112.255
Atlantic Technological University	193.1.112.255	193.1.112.255
Atlantic Technological University	193.1.192.128	193.1.192.128
Atlantic Technological University	193.1.192.128	193.1.192.128
Atlantic Technological University	193.1.80.0	193.1.80.255
Atlantic Technological University	193.1.80.255	193.1.80.255
Atlantic Technological University	193.1.57.1	193.1.57.4
Atlantic Technological University	193.1.57.4	193.1.57.4
Atlantic Technological University	52.30.65.247	52.30.65.247
Dublin City University	136.206.0.0	136.206.53.255
Dublin City University	136.206.53.255	136.206.53.255
Dublin City University	154.59.124.118	154.59.124.118
Dublin City University	136.206.55.0	136.206.161.255
Dublin City University	136.206.161.255	136.206.161.255
Dublin City University	136.206.163.0	136.206.163.255
Dublin City University	136.206.163.255	136.206.163.255
Dublin City University	136.206.165.0	136.206.170.255
Dublin City University	136.206.170.255	136.206.170.255
Dublin City University	136.206.174.0	136.206.174.255
Dublin City University	136.206.174.255	136.206.174.255
Dublin City University	136.206.177.0	136.206.177.255
Dublin City University	136.206.177.255	136.206.177.255
Dublin City University	136.206.180.0	136.206.184.255
Dublin City University	136.206.184.255	136.206.184.255
Dublin City University	136.206.186.0	136.206.222.255
Dublin City University	136.206.222.255	136.206.222.255
Dublin City University	136.206.224.0	136.206.255.255
Dublin City University	136.206.255.255	136.206.255.255
Dublin City University	136.206.228.0	136.206.255.255
Dublin City University	136.206.255.255	136.206.255.255
Dublin City University	193.1.192.0	193.1.192.127
Dublin City University	193.1.192.127	193.1.192.127
Dublin City University	54.195.242.201	54.195.242.201
Dundalk Institute of Technology	193.1.45.252	193.1.45.252
Dundalk Institute of Technology	193.1.45.253	193.1.45.253
Higher Education Authority	193.1.200.59	193.1.200.59
Institute of Art, Design + Technology	193.1.72.0	193.1.72.24
Institute of Art, Design + Technology	193.1.72.24	193.1.72.24
Mary Immaculate College	193.1.104.14	193.1.104.14
Mary Immaculate College	193.1.218.145	193.1.218.146
Mary Immaculate College	193.1.98.1	193.1.98.62
Mary Immaculate College	193.1.218.153	193.1.218.158
Mary Immaculate College	193.1.98.8	193.1.98.8
Mary Immaculate College	193.1.98.193	193.1.98.198
Mary Immaculate College	193.1.98.198	193.1.98.198
Mary Immaculate College	193.1.98.201	193.1.98.206
Mary Immaculate College	193.1.98.206	193.1.98.206
Mary Immaculate College	193.1.218.146	193.1.218.146
Mary Immaculate College	193.1.98.209	193.1.98.214
Mary Immaculate College	193.1.98.214	193.1.98.214
Mary Immaculate College	193.1.218.158	193.1.218.158
Mary Immaculate College	193.1.98.62	193.1.98.62
Mary Immaculate College	198.137.190.11	198.137.190.11
Maynooth University	149.157.0.0	149.157.255.255
Maynooth University	149.157.255.255	149.157.255.255
Maynooth University	149.157.1.168	149.157.1.168
Maynooth University	154.59.125.136	154.59.125.136
Munster Technological University	154.59.125.38	154.59.125.38
Royal College of Surgeons In Ireland	193.1.229.0	193.1.229.255
Royal College of Surgeons In Ireland	193.1.229.255	193.1.229.255
Royal College of Surgeons In Ireland	193.1.254.0	193.1.254.255
Royal College of Surgeons In Ireland	193.1.254.255	193.1.254.255

Royal College of Surgeons In Ireland	5.198.139.185	5.198.139.185
Research Ireland	137.191.248.242	137.191.248.242
South East Technological University	149.153.0.0	149.153.255.255
South East Technological University	149.153.255.255	149.153.255.255
South East Technological University	193.1.184.0	193.1.184.255
South East Technological University	193.1.184.255	193.1.184.255
South East Technological University	193.1.185.0	193.1.185.255
South East Technological University	193.1.185.255	193.1.185.255
South East Technological University	193.1.34.0	193.1.34.255
South East Technological University	193.1.34.255	193.1.34.255
South East Technological University	2001:770:20:0000:0000:0000:0000:0000	2001:770:20:FFFF:FFFF:FFFF:FFFF:48
South East Technological University	2001:770:20:FFFF:FFFF:FFFF:FFFF:48	2001:770:20:FFFF:FFFF:FFFF:FFFF:48
South East Technological University	2001:770:21:0000:0000:0000:0000:0000	2001:770:21:FFFF:FFFF:FFFF:FFFF:48
South East Technological University	2001:770:21:FFFF:FFFF:FFFF:FFFF:48	2001:770:21:FFFF:FFFF:FFFF:FFFF:48
South East Technological University	2001:770:22:0000:0000:0000:0000:0000	2001:770:22:FFFF:FFFF:FFFF:FFFF:48
South East Technological University	2001:770:22:FFFF:FFFF:FFFF:FFFF:48	2001:770:22:FFFF:FFFF:FFFF:FFFF:48
South East Technological University	52.215.69.237	52.215.69.237
Teagasc	137.191.243.67	137.191.243.67
Technological University Dublin	193.1.120.0	193.1.120.24
Technological University Dublin	193.1.120.24	193.1.120.24
Technological University Dublin	193.1.121.0	193.1.121.24
Technological University Dublin	193.1.121.24	193.1.121.24
Technological University Dublin	52.213.146.50	52.213.146.50
Technological University Dublin	147.252.0.0	147.252.255.255
Technological University Dublin	147.252.255.255	147.252.255.255
Technological University Dublin	34.255.58.146	34.255.58.146
Technological University Dublin	154.59.124.211	154.59.124.211
Technological University Dublin	34.241.111.167	34.241.111.167
Technological University Dublin	193.1.39.1	193.1.39.1
Technological University Dublin	193.1.122.0	193.1.122.24
Technological University Dublin	193.1.122.24	193.1.122.24
Technological University Dublin	193.1.123.0	193.1.123.24
Technological University Dublin	193.1.123.24	193.1.123.24
Technological University Dublin	193.1.124.0	193.1.124.24
Technological University Dublin	193.1.124.24	193.1.124.24
Technological University Dublin	193.1.125.0	193.1.125.24
Technological University Dublin	193.1.125.24	193.1.125.24
Technological University Dublin	193.1.126.0	193.1.126.24
Technological University Dublin	193.1.126.24	193.1.126.24
Technological University Dublin	193.1.127.0	193.1.127.24
Technological University Dublin	193.1.127.24	193.1.127.24
Technological University Dublin	193.1.24.0	193.1.24.24
Technological University Dublin	193.1.24.24	193.1.24.24
Technological University Dublin	193.1.25.0	193.1.25.24
Technological University Dublin	193.1.25.24	193.1.25.24
Technological University Dublin	193.1.26.0	193.1.26.24
Technological University Dublin	193.1.26.24	193.1.26.24
Technological University Dublin	52.140.1.73	52.140.1.73
Technological University Dublin	34.250.136.192	34.250.136.192
Technological University Dublin	54.171.184.91	54.171.184.91
Technological University of the Shannon: Midlands Midwest	193.1.30.1	193.1.30.255
Technological University of the Shannon: Midlands Midwest	193.1.212.10	193.1.212.254
Technological University of the Shannon: Midlands Midwest	193.1.212.254	193.1.212.254
Technological University of the Shannon: Midlands Midwest	193.1.94.10	193.1.94.254
Technological University of the Shannon: Midlands Midwest	193.1.94.254	193.1.94.254
Technological University of the Shannon: Midlands Midwest	193.1.30.255	193.1.30.255
Technological University of the Shannon: Midlands Midwest	83.174.182.154	83.174.182.154
Technological University of the Shannon: Midlands Midwest	2001:770:50:1100:0000:0000:0000:0000	2001:770:50:11ff:ffff:ffff:ffff:ffff
Technological University of the Shannon: Midlands Midwest	2001:770:50:11ff:ffff:ffff:ffff:ffff	2001:770:50:11ff:ffff:ffff:ffff:ffff
Technological University of the Shannon: Midlands Midwest	2001:770:50:2100:0000:0000:0000:0000	001:770:50:21ff:ffff:ffff:ffff:ffff

Technological University of the Shannon: Midlands Midwest	001:770:50:21ff:ffff:ffff:ffff:ffff	001:770:50:21ff:ffff:ffff:ffff:ffff
Technological University of the Shannon: Midlands Midwest	52.215.89.140	52.215.89.140
Trinity College Dublin	134.226.0.0	134.226.255.255
Trinity College Dublin	134.226.255.255	134.226.255.255
University College Cork	143.239.0.0	143.239.255.255
University College Cork	143.239.255.255	143.239.255.255
University College Cork	154.59.124.137	154.59.124.137
University College Dublin	193.1.160.0	193.1.175.255
University College Dublin	193.1.175.255	193.1.175.255
University College Dublin	137.43.0.0	137.43.255.255
University College Dublin	137.43.255.255	137.43.255.255
University College Dublin	193.1.128.0	193.1.159.255
University College Dublin	193.1.159.255	193.1.159.255
University College Dublin	154.59.124.94	154.59.124.94
University Of Galway	193.1.218.160	193.1.218.191
University Of Galway	193.1.218.191	193.1.218.191
University Of Galway	154.59.125.105	154.59.125.105
University Of Galway	87.44.3.0	87.44.3.15
University Of Galway	87.44.3.15	87.44.3.15
University Of Galway	140.203.0.0	140.203.255.255
University Of Galway	140.203.255.255	140.203.255.255
University Of Limerick	193.1.100.0	193.1.100.255
University Of Limerick	193.1.100.255	193.1.100.255
University Of Limerick	193.1.104.1	193.1.104.10
University Of Limerick	193.1.104.10	193.1.104.10
University Of Limerick	193.1.98.128	193.1.98.191
University Of Limerick	193.1.98.191	193.1.98.191
University Of Limerick	154.59.125.246	154.59.125.246

For clarity, the Consortium Members Higher Education Authority and Research Ireland are excluded from benefitting from this Agreements OA publishing provision as described in SECTION II TRANSFORMATIVE AGREEMENT TERMS.

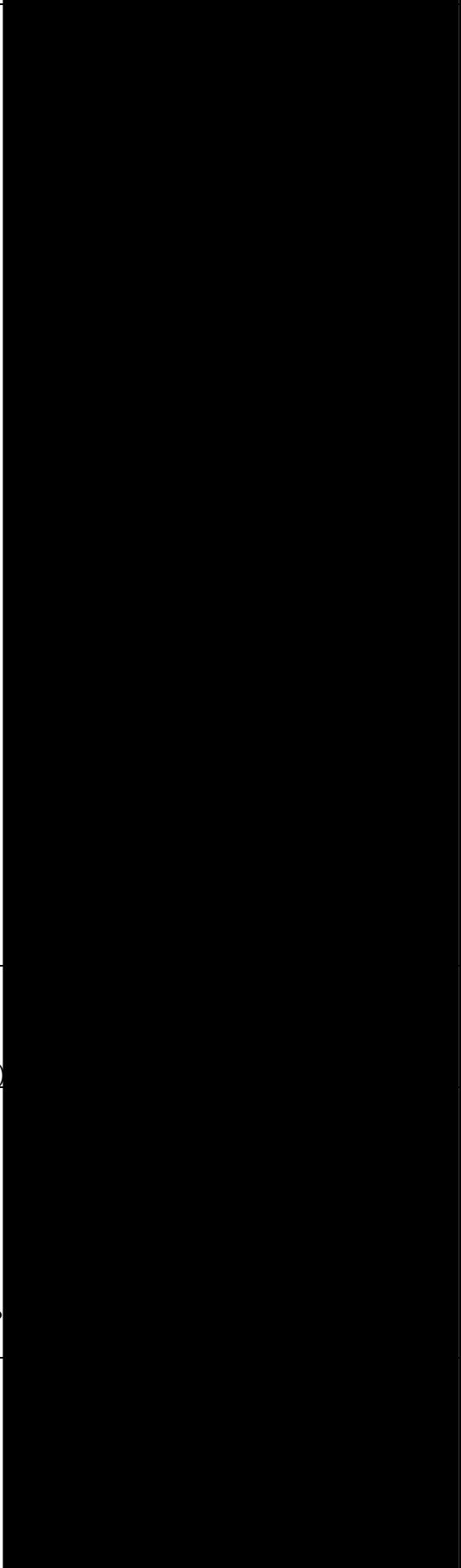
Section VI: Publication Reporting information

		Will this criteria be met going forward? (YES / NO)
<p>Article coverage requirement</p> <p>The report should include 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.) It should NOT include articles from other Irish authors that are not affiliated with participating members.</p>		Yes
<p>The report should include all articles with a Drawdown Date in the report year. (This is usually the Editorial Acceptance Date, but this may vary by publisher.) Note that this may including articles with YOP in the following year.</p>		Yes

Articles should be included 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.		Yes
Articles should be included regardless of their OA status.		Yes
Articles should be included regardless of article type, i.e. both eligible and ineligible article types.		Yes
Articles should be included from all journals from the publisher, i.e. articles from both eligible and ineligible journals.		Yes
All data should be included in a single spreadsheet, i.e. no need for IReL to map and collate multiple files or tabs.		Yes
Template field (please see the template for a README)		Will this field (or equivalent) be included going forward? (YES / NO)
Reporting period start		Yes
Reporting period end		Yes
Publisher name		Yes
DOI		Yes
Draw-down DATE TYPE		Yes
Draw-down DATE for this article		Yes
Editorial acceptance date		Yes

Publication date (first online date)		Yes
Article title		Yes
Article License (e.g. CC BY 4.0, CC BY-NC 4.0)		Yes
Article OA level (Gold, Hybrid, Closed, Bronze)		Yes
Journal business model (Gold, Hybrid, Subscription-Only, Diamond, etc)		Yes
Journal title		Yes
Journal ID		Yes
Online ISSN / ISBN		Yes
Print ISSN / ISBN		Yes
Was the JOURNAL eligible under the agreement? (yes/no)		Yes
Article type (e.g. original paper, review article, etc.)		Yes
Was this ARTICLE TYPE eligible under the agreement? (yes/no)		Yes
Article discipline (HSS/STEM)		Yes

Relevant author full name		Yes
Relevant author email (or email domain)		Yes
Relevant author ORCID		No
Relevant author's primary IReL institution		Yes
Relevant author's full affiliation list as on the VoR		Yes
Invoicing channel (i.e. who paid for the APC)		Yes

		
Had IReL's OA quota already run out? (yes/no)		Yes
Did the author opt out of using the agreement? (yes/no)		Yes
IReL OA approver's decision (approved, rejected, n/a)		Yes

OA approver's name or username		Yes
Date of approval/rejection by IReL's OA approver		Yes
Was the deal applied retrospectively to this article, after publication?		Yes
If retrospectively included in agreement, was an APC paid and refunded?		Yes
Currency for the pricing fields		Yes
YYYY APC list price (standard cost without deals, discounts or surcharges)		Yes
Invoice amount (final amount paid after deals and discounts)		Yes

Discount/surcharge types applied (e.g. invited author discount, extra pages surcharge, etc)	No
Relevant institution ID: Ringgold	No
Relevant institution ID: ROR	Yes
Research funder IDs (where applicable)	Yes
Research funder names (where applicable)	Yes
Research grant IDs (where applicable)	Yes
Research funding acknowledgement text from the article	No
Additional notes and comments from the publisher	No

