

CONSORTIUM LICENCE

DATED

12TH DECEMBER 2025

BETWEEN

- (1) **THE COMPANY OF BIOLOGISTS**, a company limited by guarantee (company number 00514735) whose registered office is at Bidder Building, Station Road, Histon, Cambridge CB24 9LF, UK (**Publisher**); and
- (2) **NATIONAL UNIVERSITY OF IRELAND, MAYNOOTH, MAYNOOTH UNIVERSITY** acting on its behalf and as a non-exclusive agent on behalf of the other Members of the IReL Consortium whose registered office is at County Kildare, W23 VP22, Ireland (**Consortium**).

INTRODUCTION

- (A) The Publisher publishes the titles '*Development*', '*Journal of Cell Science*', '*Journal of Experimental Biology*', '*Biology Open*' and '*Disease Models and Mechanisms*' and provides electronic access to such titles via its on-line platform (**Licensed Titles**).
- (B) The Licensed Titles and all intellectual property rights therein are owned by or duly licensed to the Publisher.
- (C) The Publisher has agreed with the Consortium to provide access to those parties set out in Schedule 4 (Institutions) and permit use of the Licensed Titles in accordance with this Licence subject to payment of the fees for the Term (as defined below) as stated in Schedule 1 (**Licence Fees**), as of 1 January 2026 (**Effective Date**).
- (D) This Licence offers the rights to the Institutions to access and use the Licensed Material, along with rights to publish Version of Record (as defined below) articles, immediately open access under CC BY Version 4.0 terms in the Licensed Titles.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Licence, the following expressions have the meanings specified:

Authentication Information means passwords, usernames and any other information necessary to access Licensed Material by means of the Secure Authentication;

Authorised User means an individual who is authorised by an Institution to have access to its information services whether from a computer or terminal on the Licensee's secure network or offsite via a communications link to the Institution's secure network, via Secure Authentication from a computer or terminal on the Licensee's secure network or offsite via a communications link to the Institution's secure network, via Secure Authentication and who is:

- (a) a current student registered with an Institution (including undergraduates and postgraduates);
- (b) an alumnus of an Institution;
- (c) a contractor of an Institution;
- (d) a user affiliated with the Institution in some capacity other than as staff or students of the Institution;
- (e) a member of staff of an Institution (whether permanent or temporary, including retired members of staff and any teacher who teaches students registered with an Institution); or
- (f) without prejudice to clause 4.2, a Walk-In User;

Business Hours means 8.00 am until 4.00 pm on Working Days;

Calendar Year means each year running from 1 January to 31 December;

Commercial Use means use for the purpose of earning monetary reward or generating profit (whether by or for an Institution or an Authorised User) 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:

- (a) use for which an Institution is entitled only to be reimbursed its costs (which may include overhead costs); and
- (b) use of the Licensed Material in the course of research funded by a commercial or for-profit organisation;

Content Mining means a machine process by which information may be derived by identifying patterns and trends within natural language through text categorisation, statistical pattern recognition, concept or sentiment extraction, and the association of natural language with indexing any form of data;

Continuing Access Rights means the access and licence rights set out in clause 2.2(b) (in respect of Continuing Licensed Material);

Continuing Licensed Content means the Licensed Content in respect of which an Institution shall have Continuing Access Rights, as identified as such in clause 12;

Continuing Licensed Material means the Continuing Licensed Content and all Metadata relating to Continuing Licensed Content;

Continuing Use Period means the indefinite period immediately following the expiry of the Term during which an Institution and Authorised Users are permitted to access and use the Continuing Licensed Material;

Corresponding Authors means authors who are Authorised Users other than Walk-In Users, alumni, retired staff and contractors, who are also the corresponding author of an article published in a Licensed Title;

Course Packs means a collection or compilation of printed or electronic materials (eg, book chapters, journal articles) assembled by members of staff of an Institution for use by students for the purposes of instruction;

Current Access Rights means the access and use rights applicable during the Term, in respect of any Licensed Content, set out in clause 2.2(a);

Educational Purposes means education, teaching, tuition, training, instruction, learning, private study and/or research, including distance learning and teaching;

Eligible Author means a Corresponding Author who asserts affiliation to a Member Institution;

Licence Fee means the total fee payable for access to and use of the Licensed Material by all the Institutions, and the rights to publish accepted articles in the Version of Record, immediately as an Open Access Article in the Licensed Titles, as set out in Schedule 1;

Licensed Content means those articles or other parts of a Licensed Title which form part of the content licensed under this Licence (including all content published during the Term, and including all Previously Subscribed Material);

Licensed Material means the Licensed Content (namely published articles) forming part of the content of the Licensed Titles and all Metadata relating to Licensed Titles and Licensed Content;

Licensed Site means the location from which Authorised Users of each Institution may access the Licensed Materials onsite from a computer or terminal on the Institution's Secure Network located at the Institution's site and via which Authorised Users may access the Licensed Materials via a communications link to a valid IP address on the Licensee's Secure Network located at such site;

Metadata means textual and other data associated with the Licensed Titles and/or Licensed Content that describes the creation, content, and context of each part of the Licensed Titles or Licensed Content, such as the name of the Publisher, the name of the copyright owner, subject matter, the date of publication, the location of the digital file, and in relation to Licensed Content, additionally the name of the contributing author (or authors) and other authors;

Mount means to copy to or install on a computer, computer network or system;

Open Access Article means an original research paper relating to original research (and, for the avoidance of doubt, does not include review papers, commentaries, correspondence, corrections, additions, posters or any other content or material) by

an Eligible Author that is accessible or submitted on the basis that it will be accessible as the Version of Record on the Publisher's website, on an open access basis under CC BY Version 4.0 terms;

Permitted Use means use in accordance with clause 3 subject to the restrictions in clause 4;

Personal Data means personal data as defined in the Data Protection Laws (as defined in Schedule 6);

Previously Subscribed Material means the journal titles subscribed to by an Institution under any previous or predecessor licence for the Licensed Titles;

Prohibited Act means, directly or indirectly:

- (a) to offer, promise or give any person working for or engaged by any party to the Licence a financial or other advantage to:
 - (i) induce that person to perform improperly a relevant function or activity; or
 - (ii) reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Licence;
- (c) committing any offence:
 - (i) under applicable anti-bribery legislation (including but not limited to the UK Bribery Act 2010 (or any legislation repealed or revoked by such Act);
 - (ii) under legislation or common law concerning fraudulent acts;
 - (iii) defrauding, attempting to defraud or conspiring to defraud; and
- (d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;

Publisher Platform means the computing platform operated by or on behalf of the Publisher, including a cloud or virtual platform, on which the Licensed Material is hosted and can be accessed;

Secure Authentication means access by UK Access Management Federation compliant technology, Internet Protocol (IP) ranges or by username and password provided by an Institution or by other authentication means reasonably agreed between the Publisher and the Consortium or Institution;

Secure Network means a network or virtual network the relevant functionality of which is only accessible to Authorised Users by Secure Authentication;

Term means 3 (three) years from the Effective Date;

Verified Author means an Eligible Author whose affiliation with a Member Institution has been verified by the Member at the time of acceptance for publication;

Version of Record means the final typeset and edited version of the Open Access Article published in a journal forming part of the Licensed Material;

Walk-In Users means individuals, who are not otherwise Authorised Users, who are allowed by an Institution to access its information services from computer terminals or by other means (including wirelessly), from within the Licensed Site of an Institution; and

Working Day means a day other than a Saturday, Sunday or public holiday in England when banks in London are not open for business.

1.2 Interpretation

In this document (except where the context otherwise requires):

- (a) clause and Schedule headings shall not affect the interpretation of this Licence;
- (b) the Schedules form part of this Licence and shall have effect as if set out in full in the body of this Licence, any reference to this Licence includes the Licence Schedules;
- (c) unless the context otherwise requires, words in the singular shall include the plural and vice versa;
- (d) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- (e) a reference to writing or written includes email;
- (f) any words following the terms '*including*', '*include*', '*in particular*', '*for example*' or any similar expression shall be construed as illustrative and shall not limit the sense of the words term preceding those terms; and
- (g) references to web addresses in this Licence refer to the current web address, and any updated or replacement content/address.

2. LICENCE GRANT

2.1 The Consortium represents and warrants that it has the power and authority to act on behalf of, and bind, the Institutions.

2.2 The Publisher hereby grants to each Institution:

- (a) a non-exclusive, non-transferable right and licence, for the Term:
 - (i) to access and make Permitted Use of the Licensed Material; and
 - (ii) to permit Authorised Users to access and make Permitted Use of the Licensed Material; and

- (b) in respect of Continuing Licensed Material (if any), a perpetual, irrevocable, non-exclusive right and licence:
 - (i) to access and make Permitted Use of the Continuing Licensed Material; and
 - (ii) to permit Authorised Users to access and make Permitted Use of the Continuing Licensed Material,

unless and until the Publisher ceases to have the right to publish such Continuing Licensed Material.

2.3 Except as expressly provided in this Licence, such access shall be on the Publisher Platform through Secure Authentication.

2.4 In the event that a new Institution wishes to be covered by the terms of this Licence, then, subject to obtaining the prior written consent of the Publisher, the Consortium may add an additional Institution to the list in Schedule 4, along with applicable details, and the Licence Fee shall be increased to cover the additional costs due to be paid for such additional Institution. Such amendments shall not be made to Schedule 4 or the Licence Fee without the written agreement of both parties.

3. PERMITTED USES

3.1 Each Institution shall be entitled, for Educational Purposes only:

- (a) to Mount and use Metadata in bespoke or commercially available library information systems to manage library operations, including combining such Metadata with metadata from other sources and/or relating to other materials, and downloading, printing, communicating, displaying, supplying for use by others, and providing public access to the same;
- (b) to communicate, perform, display, download and print parts of, or extracts from, Licensed Content;
- (c) to provide Authorised Users with access to the Licensed Content for Educational Purposes via a Secure Network for the purposes set out in clause 3.2;
- (d) to display, download and print the whole of, or parts of, or extracts from, Licensed Content for the purpose of promoting or testing, and training of Authorised Users in the use of the Licensed Material;
- (e) 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 for the purposes of this clause 3;
- (f) to supply to another library in the same country (or to a library in a different country where reasonably required where such library is unable to gain access from another library in its own country) (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 Content, and to download such Licensed Content for such purpose;

- (g) to provide single printed or electronic copies of individual articles or other parts of Licensed Content to individual Authorised Users, at their request, for Educational Purposes;
- (h) to make and distribute copies of training, teaching or course material reproducing parts of Licensed Content, as may be required by an Institution for the purpose of using the Licensed Material in accordance with clause 3.2; and
- (i) to provide access to and permit use, in accordance with this Licence of, any archived copies of the Licensed Material made in accordance with Schedule 3 (1(b)) and/or (1(c)), if and for so long as the Publisher so fails to provide such access; and if no such archived copies are maintained, to make and supply to a reasonably agreed recognised secure repository a copy of the Licensed Material in electronic form, for the sole purpose of the repository retaining the same for use by an Institution and its Authorised Users (without prejudice to any other purpose for which the repository may be permitted by the Publisher to retain the same).

3.2 Each Institution shall be entitled to permit Authorised Users, for Educational Purposes only:

- (a) to access the Licensed Material by Secure Authentication in order to search, retrieve, display and view the Licensed Material;
- (b) to copy and paste, download, print and save electronic or print copies of parts of or extracts from Licensed Material, for individual use or for use in tutorials or study groups;
- (c) to copy and paste, download, print, save, convert or adapt copies or parts of or extracts from Licensed Material for the purposes of criticism, review, caricature, parody or pastiche. 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 such ways unless this would not be possible for reasons of practicality or otherwise;
- (d) to mark-up or comment on (electronically or otherwise) parts of Licensed Material (including by tagging, highlighting paragraphs and sentences, bookmarking, inserting hyperlinks, exporting references, and writing personal commentary, and saving the same);
- (e) to convert or adapt Licensed Material into formats or forms suitable for providing access to, and use by, Authorised Users with impaired mental and/or physical abilities and to make copies of such converted or adapted Licensed Material for use in accordance with this clause 3.2;
- (f) to incorporate parts of or extracts from the Licensed Content 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 Content used in the Academic Works;

- (g) to incorporate reasonable 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, but not for Commercial Use, conditional upon employing persistent links to the Licensed Materials. Authorised Users must specify the source, listing title and author of the extract, title and author of the work, copyright notice, and the Publisher of the Licensed Material used in the Course Packs;
- (h) to display publicly, communicate to the public or perform in public parts of the Licensed Material as part of a presentation at a seminar, conference, or workshop, or other similar event. 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 such ways;
- (i) to download and make copies of the whole or any parts of the Licensed Material for the purposes of, and to perform and engage in Content Mining using the Licensed Material for the purpose of research and other Educational Purposes but not for Commercial Use, and to permit Authorised Users to distribute and display and otherwise use (publicly or otherwise), other than for Commercial Use, the results, provided that such results do not reproduce the whole or a substantial part of any Licensed Content. Copies of Licensed Content made under this clause 3.2(i) shall be deleted promptly after the computational analysis has been completed;
- (j) to download Licensed Material in whole or in part for the Authorised User's personal Educational Purposes onto personal computing devices including tablets, e-book readers and laptops, and stand-alone computers, without any limit in number. The Publisher makes no warranty as to the suitability of any Licensed Material for use on such devices; and
- (k) to provide access to, communicate to, and share material resulting from any use under this clause 3.2 with other Authorised Users for their use in accordance with this Licence.

3.3 The provisions of this Licence are without limitation to the rights of an Institution or Authorised Users to do any act permitted under the Copyright, Design and Patents Act 1988, including Chapter III (*Acts Permitted in relation to Copyright Works*) or permitted under any Creative Commons Attribution Licence (**CC-BY**) Version 4.0 or other open access licence applicable to the Licensed Material or otherwise which, apart from the rights granted under this Licence, would not infringe the intellectual property rights in the Licensed Material and, notwithstanding any provision of this Licence, an Institution and Authorised Users shall remain entitled to do any such acts.

- 3.4 Unless expressly set out in this clause 3, or in relation to specific Licensed Content or specific Permitted Uses, there shall be no limit on the number of Authorised Users to which this Licence (including clause 3.1 and clause 3.2) applies.

4. RESTRICTIONS

- 4.1 Except where this Licence provides otherwise, an Institution shall not, and shall not grant an Authorised User the right to:

- (a) sell, resell, or sub-license the Licensed Material, in whole or in part, unless the Publisher has given permission in writing to do so;
- (b) remove, obscure or alter copyright notices, the author's name, acknowledgements or other means of identification, or disclaimers, other than Metadata;
- (c) alter, abridge, adapt or otherwise modify the Licensed Material (other than Metadata), including any alteration of the words of Licensed Content or their order, except to the extent necessary to make it perceptible on a computer screen;
- (d) display, download or distribute any part of the Licensed Material (other than Metadata) on any electronic network, including the internet, other than on a Secure Network;
- (e) make any Commercial Use of the Licensed Material (in whole or in part);
- (f) use the Licensed Materials (in whole or in part) other than for Educational Purposes; or
- (g) systematically make print or electronic copies of multiple extracts or make multiple copies of any part of the Licensed Materials for any purpose other than expressly permitted by this Licence;
- (h) provide access to and/or permit use of the Licensed Content by anyone, or transmit any part of the Licensed Material (other than Metadata) by any means to anyone, other than an Authorised User (but, for the avoidance of doubt, Institutions may provide interlibrary loans as permitted by clause 3.1(f)).

- 4.2 An Institution shall not provide access to Walk-In Users to the Licensed Content at a location other than an Institution's Licensed Site (but, for the avoidance of doubt, may provide access on such Licensed Site by wireless means).

- 4.3 The restrictions in this clause 4 are subject to clause 3.3 (*Acts permitted by legislation or other rights in relation to copyright works*).

5. RESPONSIBILITIES OF THE PUBLISHER

- 5.1 The Publisher shall:

- (a) during the Term make the Licensed Material; and
- (b) during the Continuing Use Period, subject to clause 12.3, make the Continuing Licensed Material,

available through the Publisher Platform to each Institution and Authorised Users for access, download and Permitted Use.

5.2 During the Term and, subject to clause 13, during the Continuing Use Period, the Publisher shall at all times:

- (a) use all reasonable efforts to ensure that the Publisher Platform or relevant server or servers have adequate capacity and bandwidth to support the usage of each Institution; and
- (b) use all reasonable efforts to make the Licensed Material available to each Institution and Authorised Users 24 hours a day (except when routine maintenance is carried out), and to restore access to the Licensed Material as soon as possible after any interruption or suspension of the service.

5.3 During the Term, the Publisher, in respect of the Licensed Material made available under clause 5.1, shall not, without the agreement of the Institutions, such agreement not to be unreasonably withheld, implement any digital rights management technologies or access management technologies which have a material adverse impact on the performance or usability of the Licensed Material in accordance with this Licence or on the exercise by an Institution of its rights under this Licence, for example by repeatedly requiring an Authorised User to provide active confirmation in relation to their use of or access to the Licensed Material, which impair the usability of DOIs or other links, or which require the downloading of software onto any platform used for accessing or using the Licensed Material.

5.4 The Publisher reserves the right at any time to withdraw from the Licensed Material any Licensed Material (including any Licensed Title or Licensed Content or part of Licensed Content) (**Withdrawn Material**):

- (a) which the Publisher is no longer entitled to publish; or
- (b) which has converted to full open access and is no longer offered under the subscription model; or
- (c) which the Publisher has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable.

5.5 The Publisher shall promptly give written notice of such withdrawal to the Consortium.

6. RESPONSIBILITIES OF THE PUBLISHER: AUTHORISED USERS

6.1 The Publisher shall not require Authorised Users to enter into an end user licence agreement or other terms and conditions of use in connection with their access to or use of the Licensed Material under this Licence or otherwise impose any restrictions on an Authorised User's use of the Licensed Material other than the website terms and conditions applicable to all users of the Publisher's websites, and other than as provided in this Licence. No such end user licence agreement or terms or conditions or restrictions sought to be imposed shall be of any effect; provided that, where the licence the Publisher has in relation to specific Licensed Content has more restricted rights than Permitted Use, it shall make that clear in the

Metadata for the Licensed Title or Licensed Content and notify the Authorised User on access to the Licensed Content.

- 6.2 The Publisher shall comply with its obligations under the applicable Data Protection Laws and in accordance with the provisions of Schedule 6 in relation to the collection, use and retention, and any other processing of any such Personal Data.

7. RESPONSIBILITIES OF THE PUBLISHER: INFORMATION AND LIBRARY MANAGEMENT STANDARDS

During the Term, the Publisher shall use reasonable efforts to implement the standards and other provisions of Schedule 3.

8. RESPONSIBILITIES OF CONSORTIUM

- 8.1 Consortium enters into this Licence on behalf of itself and the Institutions, and represents and warrants that Consortium is authorised to act as agent for each Institution and to execute this Licence on behalf of each Institution. Consortium agrees to enforce all of the obligations herein on the Institutions, including but not limited to all of those obligations which are expressed to be performed by the Institutions.
- 8.2 Consortium acknowledges that solely the Institutions have the benefit of the rights to access Licensed Material under the terms of this Licence and that the Consortium shall have no rights to access such Licensed Material.
- 8.3 Consortium shall procure the agreement of all of the Institutions to the terms of this Licence, and further undertakes to provide a copy of this Licence to each institution:
- 8.4 Consortium acknowledges and agrees that the Publisher shall not be obliged to make the Licensed Materials available to any Institution unless and until the Publisher has received payment in full for the applicable year of the Term.
- 8.5 Consortium shall inform the Institutions of any variations to the Licence.
- 8.6 Consortium shall comply with all applicable Data Protection Laws and with the provisions of Schedule 6 in respect of any Personal Data processed by the Consortium in relation to this Licence.

9. RESPONSIBILITIES OF INSTITUTIONS

- 9.1 Each Institution shall:
- (a) provide passwords and other confidential Authentication Information only to Authorised Users and take reasonable steps to prevent Authorised Users from providing such Authentication Information to anyone else;
 - (b) provide to the Publisher lists of valid IP addresses and any other information as may be reasonably required by the Publisher for the purpose of managing access to the Licensed Material and update those lists regularly as agreed by the parties from time to time;

- (c) use reasonable efforts to ensure that only Authorised Users are permitted access to the Licensed Material;
 - (d) inform the Authorised Users about the conditions of use of the Licensed Material provided for in this Licence and to the extent that such terms apply to them, use reasonable efforts to ensure that all Authorised Users are made aware of and undertake to abide by the terms of this Licence; and
 - (e) configure the computer system through which the Licensed Material used by an Institution and Authorised Users, and put in place procedures, in accordance with reasonably appropriate accepted standards, for the purpose of preventing access to the Licensed Material by any person other than an Authorised User.
- 9.2 Each Institution shall use reasonable efforts to monitor compliance with the terms of this Licence and shall promptly notify the Publisher, providing full particulars (to the extent that it is not prohibited by law or contractual obligation from doing so), on becoming aware of any of the following:
- (a) any unauthorised access to or use of the Licensed Material or unauthorised use of Authentication Information; or
 - (b) any act by an Authorised User which gives rise to a breach of this Licence.
- 9.3 As soon as an Institution is aware of any breach of the terms of this Licence, an Institution shall:
- (a) take reasonable steps to investigate such breach for the purpose of ensuring that the relevant activity ceases and preventing any recurrence; and
 - (b) if an Institution considers this appropriate, take steps against the individual concerned in accordance with an Institution's disciplinary procedure,
- but an Institution shall not have any other liability for any breach relating to the security of the Secure Network or use by Authorised Users of any Licensed Material.

10. OPEN ACCESS PUBLISHING

In consideration for the Publisher agreeing to permit Verified Authors to publish an accepted Open Access Article in accordance with Schedule 5 of this Licence in the Version of Record, immediately '*Open Access*' in the Licensed Title with CC BY Version 4.0 terms on the basis of the terms of this Licence, the Consortium agrees to pay the Licence Fee, (and the parties acknowledge that a proportion of the Licence Fee is attributable to such rights of publication).

11. EDITORIAL INDEPENDENCE

- 11.1 All parties acknowledge that while the Institutions and the Consortium have financial obligations toward the Publisher, that neither the Consortium nor any Institution is in any way involved with the editorial process.
- 11.2 Nothing herein contained shall oblige the Publisher to publish any article submitted to the Publisher by an Eligible Author. The Consortium and the Institutions

acknowledge that the selection of material to be published on the Publisher Platform is entirely at the discretion of the Publisher. The Consortium and the Institutions waive any claim they may have against the Publisher in the event that the Publisher refuses or declines to publish any material (or part thereof) submitted by an Eligible Author.

- 11.3 Notwithstanding any terms or conditions to the contrary in any agreement between Publisher and Verified Author, Verified Authors whose work is accepted for publication within the Licensed Materials (**Content**) shall retain the non-exclusive, royalty-free right to use their Content for scholarly, private and educational purposes, including self-archiving or depositing the Content in institutional, subject-based, national or other open non for profit repositories or archives (including the Eligible Author's own web pages or departmental servers), and to comply with all grant or institutional requirements associated with the Content, provided that a link to the version published by Publisher is included.

12. CONTINUING LICENSED MATERIAL

- 12.1 Each Institution shall have Continuing Access Rights in respect of:
- (a) all Licensed Content published in any Licensed Title during the Term;
 - (b) all other Licensed Content published in any Licensed Title to which archival or continuing access rights apply as identified in the Order; and
 - (c) all Previously Subscribed Material.
- 12.2 No later than the end of the Term or other termination of this Licence, the Publisher shall make the Continuing Licensed Material (including Continuing Licensed Content) available for access and Permitted Use by an Institution and its Authorised Users without charge by means of the Publisher Platform.
- 12.3 If the Publisher gives written notice that it will no longer provide access on the Publisher Platform in accordance with clause 12.1, the Publisher shall continue to make the Continuing Licensed Material available by means of the Publisher Platform until the earlier of (a) the expiry of 30 Working Days after the date of any notice or (b) written notice by an Institution that it no longer requires the Publisher to make the Continuing Licensed Material available by means of the Publisher Platform.

13. LICENCE FEE AND PAYMENT

- 13.1 The Consortium shall pay to the Publisher the Licence Fee on an annual basis, as set out in Schedule 1.
- 13.2 The Consortium shall pay each instalment of the Licence Fee within forty-five (45) days of the receipt of an invoice from the Publisher. For the avoidance of doubt, the Consortium agrees to pay the full amount of the Licence Fee due under this clause by the due date, regardless of whether any Institution is delayed in making its payment to the Consortium. In the event that an Institution is added to the Consortium under clause 2.4, then the total Licence Fee shall be increased as notified by the Publisher to the Consortium to cover the additional amount due to be

paid for the applicable Institution, and the Consortium shall receive an invoice for such additional costs pursuant to this clause 13.2.

13.3 Consortium acknowledges and agrees that the Publisher shall not be obliged to make the Licensed Materials available to the Institutions unless and until the Publisher has received payment in full of the applicable Licence Fee for the applicable year of the Term.

13.4 All sums specified under this Licence, unless otherwise stated, are exclusive of VAT and any other similar or equivalent taxes or duties, where applicable, and any applicable VAT will be payable in addition.

14. TERM AND TERMINATION

14.1 This Licence will commence on the Effective Date and this Licence will remain in full force for the Term, unless terminated earlier as provided for in this clause 14.

14.2 Without affecting any other right or remedy available to it, either the Consortium or the Publisher may terminate this Licence with immediate effect by giving written notice to the other party if:

- (a) the other party becomes insolvent (and in the case of the Consortium, one or more Institutions), admits insolvency or a general inability to pay its debts as they become due, has appointed a receiver or administrative receiver over it or over any part of its undertaking or assets, passes a resolution for winding up other than a bona fide plan of solvent amalgamation or reconstruction, files a petition for protection under any applicable bankruptcy code, or has filed against it or becomes subject to an insolvency petition in bankruptcy or an order to that effect; and
- (b) the other party commits a material or persistent breach (and in the case of the Consortium, one or more Institutions) of any term of this Licence which breach is irremediable or, if such breach is remediable, fails to remedy that breach within a period of ninety (90) days after being notified in writing to do so.

14.3 Without affecting any other right or remedy available to it, the Consortium may terminate this Licence with immediate effect by giving written notice to the Publisher if the Publisher is no longer entitled to make the Licensed Material available for access and Permitted Use by an Institution and Authorised Users.

14.4 Without affecting any other right or remedy available to it, the Publisher may terminate this Licence (and the access to the Licensed Materials by the Institutions and Authorised Users) with immediate effect by giving written notice to the Consortium if the Consortium:

- (a) fails to pay any undisputed amount due under this Licence on the due date for payment and remains in default for not less than thirty (30) days after being notified in writing to make such payment;
- (b) wilfully and repeatedly infringes, or wilfully permits an Institution or Authorised Users repeatedly to infringe, the copyright in the Licensed Material; or

- (c) has committed a breach of clause 8 (Responsibility of Consortium) and fails remedy that breach within a period of thirty (30) days after being notified in writing to do so.
- 14.5 Without affecting any other right or remedy available to it, the Publisher shall have the right to terminate access to the Licensed Materials by:
 - (a) any Authorised User of an Institution, after promptly notifying the applicable Institution any of such termination at any time during the Term, if such Authorised User infringes the copyright in the Licensed Materials or otherwise breaches the terms of clauses 3.2 or clause 4 of this Licence; or
 - (b) An Institution, if an Institution breaches the terms of this Licence, including but not limited to the provisions set out in clauses 3 (Permitted Uses), 4 (Restrictions) or clause 9 (Responsibility of Institutions).
- 14.6 For the avoidance of doubt an Institution shall not be deemed to be in breach of this Licence on the grounds that an act of an Authorised User, if carried out by an Institution, would have been a breach of this Licence, provided that the Institution has complied with its obligations under this Licence in clauses 4 and 9.
- 15. CONSEQUENCES OF TERMINATION**
- 15.1 On expiry or termination of this Licence for any reason and subject to any express provisions set out elsewhere in this Licence (including clause 2.2 (Licence Grant/Continuing Licensed Material) and 12 (Continuing Licensed Material)):
 - (a) all rights and licences granted pursuant to this Licence shall cease and the Institutions shall cease to access and use, and permit access to and use of, the Licensed Material; and
 - (b) the Publisher shall cease to make available Licensed Material for access and use by the Institutions and Authorised Users,

provided that the Institutions may retain and use, and permit the use of, Metadata, and that copies of parts of the Licensed Material made by an Institution or Authorised Users in accordance with this Licence may be retained, subject to the terms of clauses 3 and 4 to the extent that these are applicable.
- 15.2 Any provision of this Licence that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Licence (including clauses 2.2(b), 4, 5.1, 5.2, 5.4, 8.6, 11, 12 and 14 to 25) shall continue in force.
- 15.3 Termination or expiry of this Licence shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Licence which existed at or before the date of termination or expiry.
- 16. ACKNOWLEDGEMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**
- 16.1 Subject to clause 16.2, the Consortium and the Institutions acknowledge that all copyright in the Licensed Material are the exclusive property of the Publisher or its

licensors and that this Licence does not assign or transfer to the Consortium or the Institutions any right, title or interest in such copyright except for the right to access and use the Licensed Material in accordance with the terms and conditions of this Licence.

- 16.2 The Publisher hereby acknowledges that any copyright and database rights arising from any Content Mining of the Licensed Material referred to in clause 3.2(i) shall, as between an Institution and Authorised User on the one hand, and the Publisher (and any licensor of the Publisher or other rights holder in the Licensed Materials), on the other, be the property of the relevant Authorised Users or an Institution, as the case may be.

17. REPRESENTATION, WARRANTIES AND INDEMNITIES

- 17.1 The Publisher warrants to the Consortium that so far as Publisher is aware, all intellectual property rights in the Licensed Material are owned by or are validly licensed to the Publisher and that the Permitted Use of the Licensed Material will not infringe any intellectual property of any person. Other than as set out in the foregoing sentence, the Licensed Materials are provided on an 'as is' basis, without warranties of any kind, either express or implied, including, but not limited to, warranties of title, or implied warranties of satisfactory quality, merchantability or fitness for a particular purpose, notwithstanding that such purpose, use or conditions may be known to the Publisher, and the Publisher accepts no liability for loss suffered or incurred by the Institution or Authorised Users as a result of their reliance on the Licensed Material. 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:

- the use of the Licensed Material has been in full compliance with the terms and conditions of this Agreement;
- the Member provides the Publisher with prompt notice of any such claim or threat of claim;
- the Member co-operates fully with the Publisher in the defence or settlement of such claim; and
- the Publisher has sole and complete control over the defence or settlement of such claim.

- 17.2 Nothing in this Licence shall make the Consortium liable for breach of the terms of the Licence by any Authorized Users provided that the Consortium, and/or the applicable Institution did not cause, knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred.

- 17.3 While the Publisher has no reason to believe that there are any inaccuracies or defects in the information contained in the Licensed Material the Publisher makes no representation and gives no warranty, express or implied, with regard to the information contained in or in any part of the Licensed Material including, but not limited to, warranties of design, merchantability, accuracy of the information and the fitness of such information or part for any purposes whatsoever and the Publisher accepts no liability for loss suffered or incurred by the Consortium or Authorised Users of Institutions as a result of their reliance on the Licensed Material. The Licensed Materials are supplied 'as is'.
- 17.4 In relation to any claim or action referred to in clause 17.2, or any other claim by a third party of which the Consortium becomes aware, that the access to or use of any Licensed Material infringes any copyright, the Publisher may at its option and expense, and on written notice to the Consortium, remove such Licensed Material from the Licensed Material or obtain for the Consortium the right to continue accessing and using such Licensed Material in accordance with this Licence.
- 17.5 Except as provided for in clause 17.2, neither the Consortium nor the Publisher will be liable to the other in contract or negligence or otherwise for:
- (a) any special, indirect, incidental, punitive or consequential damages; or
 - (b) loss of direct or indirect profits, business, contracts, revenue or anticipated savings; or
 - (c) for any increased costs or expenses.
- 17.6 No party excludes or limits its liability under this Licence for:
- (a) 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
 - (b) its own fraud or that of its employees or agents in the course of their engagement.
- 17.7 In no circumstances will the Publisher be liable to the Consortium, Institution or any Authorised Users for any loss resulting from a cause over which the Publisher does not have direct control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, unauthorised access, theft, or operator errors.
- 17.8 To the fullest extent permitted by law, the Publisher and the Consortium limits its liability under this Licence, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Licence, to Consortium, Institution and Authorised Users, collectively to the value of the Licence Fee paid to the Publisher during the twelve (12) months prior to the time at which the liability arises.
- 18. FORCE MAJEURE**
- 18.1 Neither party shall have any liability under or be deemed to be in breach of this Licence for any failure to perform any term or condition of this Licence which result

from circumstances beyond the reasonable control of such party, including war, strikes, flood, governmental restrictions, power, telecommunications or Internet failures, pandemics, epidemics, or damage to or destruction of any network facilities not arising from an act or omission of such party or its employees or contractors (**Force Majeure Event**).

- 18.2 Each party shall promptly notify the other party in writing of any Force Majeure Event which is causing delay or failure in performance of such party's obligations under this Licence, or will or is likely to do so, including the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under this Licence, and use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 18.3 Provided it has complied with clause 18.2, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Licence by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this Licence or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 18.4 If a Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 180 (one hundred and eighty) days, the party not affected by the Force Majeure Event may terminate this Licence by giving 14 days' written notice to the Affected Party.

19. ASSIGNMENT

- 19.1 Subject to clause 19.2, this Licence is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Licence, without the prior written consent of the other party, such consent shall not be unreasonably withheld or delayed.
- 19.2 In any assignment to which the other party has given consent under Clause 19.1, the assigning party shall procure and ensure that the assignee shall assume all rights and obligations of the assigning party under this Licence and agrees to be bound to all the terms of this Licence.

20. GOVERNING LAW AND JURISDICTION

- 20.1 This Licence 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 laws of England.
- 20.2 The parties irrevocably agree that any dispute arising out of or in connection with this Licence will be subject to and within the exclusive jurisdiction of the courts of England.

21. DISPUTE RESOLUTION

- 21.1 If any dispute arises out of or in connection with this Licence or the performance, validity or enforceability of it (**Dispute**), the parties shall 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 Company Secretary or Director (or equivalent position) of the Publisher, or its nominated representative, and the current [senior executive] (or equivalent post) of the Consortium, or their nominated representative.
- 21.2 In the event that the dispute is not resolved by such senior executives pursuant to clause 21.1 above within thirty (30) days, the parties will then attempt to settle any such dispute between them by mediation in accordance with the Centre for Effective Dispute Resolution (“CEDR”) model mediation procedure. The mediation will take place in London, England and will be initiated by one party giving written notice to the other (“ADR”) notice requesting a mediation. A copy of that request should be sent to CEDR. Unless otherwise agreed between the parties, CEDR shall nominate a mediator. If the dispute cannot be resolved by the parties within one month of being escalated as referred to in clause 21.1, 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.
- 21.3 Subject to clause 21.1, except where urgent interim measures are sought or a decision made pursuant to 21.2, nothing in this clause 21 shall prevent either party commencing or continuing court proceedings in relation to the Dispute under clause 20.

22. NOTICES

- 22.1 Any notice given to a party under or in connection with this Licence shall be in writing and shall be delivered by hand or email, or by pre-paid first-class post or other next Working Day delivery service at its address set out below:
- (a) if to the Publisher: Commercial Manager, Subscriptions Team
- The Company of Biologists Ltd, Bidder Building
- Station Road, Cambridge. CB24 9LF
- Email: subscriptions@biologists.com; and
- (b) if to the Consortium: Manager, IReL Consortium
- Maynooth University, Mill Street
- Maynooth, Co. Kildare, W23 H3C2, Ireland
- Email: irel@mu.ie

- 22.2 Any notice or communication shall be deemed to have been received:
- (a) if delivered by hand, or courier, on signature of a delivery receipt; or
 - (b) if sent by pre-paid first-class post or other next Working Day delivery service, at 9.00 am on the second Working Day after posting or at the time recorded by the delivery service; or
 - (c) if sent by email, on delivery of the email (as evidenced by a delivery receipt) if delivered during working hours on a Working Day, and otherwise on the first Working Day following delivery; or

22.3 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.

23. PREVENTION OF FRAUD AND CORRUPTION

23.1 Each party represents and warrants that neither it, nor to the best of its knowledge any of its employees, agents or contractors have at any time prior to the Effective Date:

- (a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
- (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

23.2 Neither party during the term of this Licence shall offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing any act in relation to the obtaining or execution of this Licence or for showing or refraining from showing favour or disfavour to any person in relation to this Licence.

23.3 Each party shall take all reasonable steps in accordance with good industry practice to prevent fraud by its employees, and the party (including its shareholders, members and directors), in connection with this Licence and shall notify the other party in writing immediately if it has reason to suspect that any fraud is occurring or is likely to occur.

23.4 If a party or its staff engages in conduct prohibited by clause 23.1 or commits fraud in relation to this Licence, the other shall be entitled to:

- (a) terminate this Licence and recover from the first party the amount of any loss suffered resulting from the termination, including the cost reasonably incurred by making other arrangements for the provision of access to the Licensed Material and any additional expenditure incurred by the other party throughout the remainder of this Licence; and
- (b) recover in full from the first party any other loss sustained in consequence of any breach of this clause.

24. THIRD PARTY RIGHTS

- 24.1 Except as expressly provided elsewhere in this Licence, a person who is not a party to this Licence is not intended to have any rights to, and shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence.
- 24.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Licence are not subject to the consent of any other person, and a person who is not a party to this Licence shall not be entitled to require its consent to any amendment.

25. GENERAL

- 25.1 This Licence and its Schedules constitute the entire agreement between the parties and supersede all prior communications, promises, assurances, warranties, representations and understandings and agreements (whether written or oral) relating to its subject matter, but without prejudice to any continuing rights and obligations arising under any prior formal licence agreements between Consortium and the Publisher. Each party acknowledges that in entering into this Licence it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Licence.
- 25.2 This Licence may not be amended or modified except by agreement of both parties in writing.
- 25.3 Nothing in this Licence shall be construed to create any relationship of partnership, agency or employment between any of the parties.
- 25.4 If any provision or part-provision of this Licence is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Licence.
- 25.5 The rights of the parties arising under this Licence shall not be waived except in writing. Any waiver of any of a party's rights under this Licence or of any breach of this Licence 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 Licence 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 - LICENCE FEES

	Initial Fee for Period January 1 – December 31, 2026	Renewal Fee for Period January 1 – December 31, 2027	Renewal Fee for Period January 1 – December 31, 2028
Licence Fees			

Plus any applicable taxes

SCHEDULE 2- LICENSED TITLES

The Licensed Titles consist of the following:

Hybrid journals:

Development

Journal of Cell Science

Journal of Experimental Biology

OA Journals:

Biology Open

Disease Models & Mechanisms

Notwithstanding clause 5.5, the list of Licensed Titles for Open Access Publishing (clause 10) will not change during the course of this agreement.

SCHEDULE 3 - INDUSTRY STANDARDS AND RELATED OBLIGATIONS

1. The Publisher agrees to use all reasonable efforts to implement the following industry standards to enhance access and use of the Licensed Material and shall:
 - (a) provide Institutions with usage statistics by either:
 - (i) participating in the Journal Usage Statistics Portal (JUSP), if the publisher is COUNTER compliant; or
 - (ii) access via the Publisher's Platform to COUNTER 5 usage statistics;
 - (b) archive the Licensed Material to ensure that it is preserved for future scholarship in an archiving solution (such as Portico, Clockss or Lockss), and inform the Institutions in which of the archiving solutions the Licensed Material may be found;
 - (c) subject to paragraph 1(b), provide the means for the Institutions to continue to access the Licensed Material via an archiving service for use only in the event that the Publisher ceases trading or any of the provisions of Clause 14.2(a) applies to the Publisher, and inform the Institutions where the Licensed Material has been archived, and provide the Institutions with sufficient authority and information to enable Institutions to access such Licensed Material for the purposes of clause 3.1.(i) (Access where Publisher fails to provide it) ;
 - (d) Publisher provides access to Licensed Materials to the Licensee on the Publisher's Platform provided by a third party. Such third party is committed to targeting compliance of its software platform with level AA conformance to the Web Accessibility Guidelines 2.1 (WCAG 2.1) standards of the World Wide Web Consortium Web Accessibility Initiative (W3C WAI);
 - (e) Notwithstanding the provisions of clause (d) above, the Publisher shall not be liable to the Licensee or any of its Authorised Users for failure of the Publisher's Platform to comply with the Web Accessibility Guidelines 2.1 (WCAG 2.1) standards of the World Wide Web Consortium Web Accessibility Initiative (W3C WAI).
 - (f) use all reasonable efforts to meet the Open URL Standard (<https://www.niso.org/publications/z3988-2004-r2010>) to ensure that Authorised Users can search for and find the Licensed Titles and Licensed Content;
 - (g) use all reasonable efforts to keep to the Code of Practice of Project Transfer (www.projecttransfer.org) to ensure that journal content remains easily accessible by Institutions and their Authorised Users when there is a transfer of material between parties, and to ensure that the transfer process occurs with minimum disruption;
 - (h) use all reasonable efforts to 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,

*urls and web addresses are for guidance and may change.

SCHEDULE 4 - DETAILS ABOUT THE CONSORTIUM AND LIST OF INSTITUTIONS

Consortium Name: IReL

Consortium Contact Name: Teresa Hackett

Consortium Contact Email: teresa.hackett@mu.ie

The Institution Site(s) (Institution members of Consortium)

- Dublin City University
- University of Galway
- Maynooth University
- Royal College of Surgeons in Ireland
- Trinity College Dublin
- Technological University Dublin
- University College Cork
- University College Dublin
- University of Limerick

IReL funding bodies (to be included as Members no additional fee)

- Higher Education Authority
- Taighde Éireann - Research Ireland

SCHEDULE 5- OPEN ACCESS PROVISIONS

1. DEFINITIONS

In this Schedule, the following terms shall have the following meanings:

Article Metadata means data describing any article or research paper and includes index terms, bibliographic information, headers, references, digital object identifiers (DOIs), unique identifiers, dates, keywords, funder information, grant identifier, author affiliations, abstracts, or any other metadata which the Publisher makes available;

Funder means the body or bodies (if any) under whose funding terms the article or other relevant content was prepared, or the work on which it is based was carried out;

Hybrid Journal means a journal title in which articles that are not Open Access Articles are published in the same issue as Open Access Articles; and

Institutional System means a system, such as an institutional repository or current research information system (CRIS), which an Institution uses to collect, store or make publicly available, research outputs including information relating to research outputs.

2. OPEN ACCESS ARTICLES

The Publisher agrees to publish Open Access Articles, under the following conditions:

- (a) made immediately Open Access, as the Version of Record in a Licensed Title on the Publisher website with no embargo period;
- (b) published under the terms of the CC-BY Version 4.0 licence granting the Publisher non-exclusive right of use. Authors of Open Access retain copyright to the article; and
- (c) Verified Authors of Eligible Articles shall be invited to publish the article open access without additional charges; and
- (d) the Publisher will not charge Verified Authors, or Maynooth University or the Members service fees (e.g., colour in-print, reprints, posters);
- (e) the Publisher will make open access publishing with a CC-BY licence the default option offer to Eligible Authors; and
- (f) upon acceptance of articles by Eligible Authors for publication, the Publisher shall send an email notification to the relevant Member to determine if the Verified Author is a Verified Author. The request shall provide the following details:
 - Name and email address of the Eligible Author
 - Full name of Author's affiliation(s);

- Date of acceptance
- Journal title
- Article title
- DOI

- (g) If a corresponding author is not identified as a Eligible Author due to error/omission of the Publisher, a member or the author, and an article is accepted for publication during the Term and published subscription (i.e., not open access), the Publisher agrees to convert the article to open access in conformity with this Agreement; and
- (h) If an Eligible Author is not verified by a Member as a Verified Author, the Publisher will offer the Eligible Author the option to either publish the article open access outside the agreement, or to publish the article on with a subscription licence (i.e., not open access); and
- (i) the Publisher will enable Eligible Authors to opt-out of publishing open access; and
- (j) the Publisher will ensure that Open Access articles include notification stating, “Open access funding provided by IReL” and that article metadata will include the Funder Registry identifier for IReL: <http://dx.doi.org/10.13039/100018998>
- (k) deposited by the Publisher on acceptance in PubMed Central

3. RESPONSIBILITIES OF EACH INSTITUTION

- 3.1 Each Institution agrees to inform Eligible Authors that this Licence is in place and that their articles can be made Open Access Articles on acceptance in the Licensed Title.
- 3.2 Each Institution shall make reasonable efforts to ensure that Eligible Authors shall identify themselves as being eligible to the Publisher by using an appropriate institutional email address throughout the submission process.
- 3.3 Each Institution shall use all reasonable efforts to make its authors aware that to become Eligible Authors and for an Institution, therefore, to benefit most from the Licence, they should be prepared to take on the responsibilities of Corresponding Author.

4. ANNUAL ACCOUNT PERFORMANCE REPORTS

- (a) The Publisher will report on annually on:
 - (i) the Publisher’s journals that have flipped during the year from/to a subscription model to/from an open access model, including hybrid model
 - (ii) the Publisher’s journals that do or do not have Plan S Transformative Journal Status (<https://www.coalition-s.org/addendum-to-the-coalition-s-guidance-on-the-implementation-of-plan-s/>)

- (iii) the proportion of articles published open access in each of the Publisher's journals
- (b) the Publisher shall provide annual reports on all articles editorially accepted for publication which are written by Eligible authors and are either:
 - published in conformity with this Agreement; or
 - published open access but not in conformity with this Agreement (e.g., author paid the APC or the Publisher waived (APC); and
 - published subscription (not open access) during the Term
 - the annual reports shall cover the previous calendar year and shall be delivered in the first quarter of the following year
 - this report shall be provided both in machine readable form in a structured format as comma separated value file format (csv) and in human readable format
 - for each article the Publisher will provide the metadata fields it has indicated it can provide in Appendix 1: publication reporting metadata
 - during the Term the Publisher will make reasonable efforts to enhance its annual reporting to provide all of IReL's metadata requirements as listed in Appendix 1: publication reporting metadata
- (c) the Publisher shall list the Institutions and Consortium on its website and provide reasonably sufficient information to enable Authorised Users to benefit from its open access schemes as described in this Schedule 5

5. SUPPLY OF ARTICLE METADATA UPON PUBLICATION

Within a reasonable time period of publication of each Open Access Article, the Publisher shall:

- (a) use all reasonable efforts to register the article's DOI with CrossRef, and inform all Corresponding Authors;
- (b) where available use all reasonable efforts to populate co-authors' institutional affiliation fields on CrossRef <http://www.crossref.org/>;
- (c) where available populate funding Metadata, including the funding body grant number in accordance with the Open Funder Registry taxonomy (<http://www.crossref.org/fundingdata>) in FundRef <http://ftp.crossref.org/fundref/index.html> and provide same information via its APIs;
- (d) where available include all the author ORCIDs in xml copies of the Published Journal Article and provide same information via its APIs;
- (e) expose all author ORCIDs via the following abstracting and indexing and discovery services: CrossRef and, Pubmed Central; and

- (f) supply the Corresponding Author with an email containing the following information:
 - (i) the day, month and year of acceptance; and
 - (ii) a clear statement on what the author may do with the Version of Record, including:
 - (A) details of licensing terms for example by means of a link to the applicable Creative Commons licence. This shall include the information on which licensing terms apply to which version of the article using ALPSP-NISO standard terms;
 - (B) any disclaimers or other statements required by the Publisher in compliance with its policies for release on the open web;
 - (C) a statement asking authors to forward the email to their librarian or repository manager, and all co-authors in the event that the applicable contact has not already been copied in); and
 - (D) the article's DOI (even if it is not yet formally registered on CrossRef, but known internally).

6. ADDITIONAL INFORMATION

- (a) for each Open Access Article the Publisher shall include details of licensing terms by means of a link to the CC-BY Version 4.0 licence.
- (b) the Publisher shall use all reasonable efforts to ensure that the IReL Eligible Author definition is consistently used in the author workflow
- (c) the Publisher's Open Access workflow will prompt authors to review their affiliation at the time of "editorial acceptance" and if they are a new IReL author, bring them in the IReL agreement workflow
- (d) the Publisher's Open Access workflow will permit local verification of articles at the time of editorial acceptance
- (e) the Publisher will ensure that the Open Access draw down will occur on the date of editorial acceptance
- (f) as part of this Agreement the Publisher agrees to take all necessary steps to deposit, at least once a year during the period of this contract, price and service data in cOAlition S's Journal Comparison Service (<https://journalcomparisonservice.org/>) using one of the Plan S-approved transparency frameworks

SCHEDULE 6

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following definitions and rules of interpretation apply in this Schedule:

Agreed Purposes means:

- (a) the processing by the Publisher of personal data supplied by the Consortium relating to each Institution; and
- (b) any other purposes agreed between the parties from time to time;

appropriate technical and organisational measures, controller, data subject, personal data, processing, processor, special categories of personal data and supervisory authorities have the respective meanings given to them in applicable Data Protection Laws from time to time (and related expressions shall be construed accordingly);

Competent Authority means:

- (a) in respect of the UK, the UK government or the Information Commissioner's Office;
- (b) in respect of any EEA member state, the European Commission; or
- (c) any other competent court or authority in the UK or EEA, as the case may be;

Data Protection Laws means:

- (a) in the UK:
 - (i) the UK GDPR and the Data Protection Act 2018 and any corresponding or equivalent national laws or regulations relating to the protection of personal data; and
 - (ii) the Privacy and Electronic Communications (EC Directive) Regulations 2003, SI 2003/2426, and any laws or regulations implementing Directive 2002/58/EC (**ePrivacy Directive**); and
- (b) in member states of the European Union (**EU**) and/or the European Economic Area (**EEA**): the GDPR, the ePrivacy Directive and all relevant EU and EEA member state laws or regulations giving effect to or corresponding with any of them relating to the protection of personal data,

and any other law applicable to the UK and the EU relating to the protection of personal data and the privacy of individuals, including, where applicable, guidance and codes of practice issued by the Information Commissioner or such other applicable supervisory authority;

Consortium Personal Data means personal data obtained by Consortium and which Consortium shares with the Publisher in respect of Institutions such as: name, email address, phone numbers and address;

GDPR means the General Data Protection Regulation ((EU) 2016/679);

Personal Data Breach means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to any of the personal data;

Transfer means any transfer (including any onward transfer) of personal data to a country outside the UK or EEA or to an international organisation, and related expressions shall be construed accordingly;

UK means the United Kingdom of Great Britain and Northern Ireland; and

UK GDPR means the retained EU version of the GDPR as incorporated (in whole or in part) into national law in the UK, if in force.

1.2 Interpretation

In this Schedule:

- (a) any words following the terms '*including*', '*include*', '*in particular*' or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- (b) a reference to legislation is a reference to that legislation as amended, revised, replaced, extended or re-enacted from time to time, and includes all subordinate legislation made from time to time under that legislation; and
- (c) a reference to a provision of the GDPR in this Schedule shall be deemed to include equivalent provisions of the UK GDPR.

2. COMPLIANCE WITH DATA PROTECTION LAWS

- 2.1 In consideration of the provision of personal data by Consortium to the Publisher, each party agrees to comply with all applicable requirements of the Data Protection Laws in connection with the processing of such personal data.
- 2.2 This Schedule is in addition to, and does not relieve, remove or replace any other obligation set out in the Data Protection Laws.

3. SCOPE OF THIS DATA PROTECTION AGREEMENT

- 3.1 The parties acknowledge that, in respect of the processing of Consortium Personal Data, the Publisher is the controller and Consortium is the processor.
- 3.2 The parties acknowledge and agree that this Schedule shall only apply to personal data, as defined under Data Protection Laws. Where any data or information is not personal data, the terms of this Schedule shall not apply.

4. DATA PROCESSING OBLIGATIONS OF CONSORTIUM

- 4.1 The scope, nature, purpose and duration of processing by Consortium, and the types of Consortium Personal Data and categories of data subjects are set out in clause 4.5 below, as may be updated from time to time in accordance with this Schedule.

- 4.2 Consortium shall inform any data subject whose personal data may be processed under this Licence of the nature of such processing, prior to the collection of any such data. This includes informing the data subject that, on the termination of this Licence, personal data relating to them may be retained by or, as the case may be, transferred to the Publisher, its successors and assigns.
- 4.3 Consortium shall:
- (a) process Consortium Personal Data to the extent, and in such a manner, as is necessary for the Agreed Purposes in accordance with the Publisher's written instructions. Consortium will not process the Consortium Personal Data for any other purpose or in a way that does not comply with this Schedule or the Data Protection Laws. Where Consortium is relying on such applicable laws as the basis for processing Consortium Personal Data, it shall promptly notify the Publisher of this before performing the processing required by such applicable laws, unless (and to the extent that) those applicable laws prohibit Consortium from notifying the Publisher;
 - (b) implement and maintain (and at all times comply with) appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Consortium Personal Data and against accidental loss or destruction of, or damage to Consortium Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - (c) keep Consortium Personal Data confidential, and ensure that any individuals provided by Consortium who have access to and/or otherwise process Consortium Personal Data are obliged to keep such personal data confidential;
 - (d) not transfer any Consortium Personal Data outside of the UK and the EEA, unless the prior written consent of the Publisher has been obtained, and then only for the Agreed Purposes and provided the following conditions are fulfilled:
 - (i) the Publisher or Consortium has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) Consortium complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Consortium Personal Data that is transferred; and

- (iv) Consortium complies with reasonable instructions notified to it in advance by the Publisher with respect to the processing of the Consortium Personal Data;
 - (e) assist the Publisher in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (f) notify the Publisher without undue delay on becoming aware of a Personal Data Breach;
 - (g) at the written direction of the Publisher, delete, return or otherwise provide to the Publisher Consortium Personal Data received by Consortium in its capacity as processor and copies thereof, on termination of this Licence, unless Consortium is required by applicable laws to store Consortium Personal Data;
 - (h) maintain complete and accurate records and information to demonstrate its compliance with this Schedule and allow for audits, including inspections, by the Publisher or its designated auditors;
 - (i) promptly inform the Publisher if an instruction by the Publisher infringes the Data Protection Laws; and
 - (j) not by any act or omission cause the Publishers (or any other person) to be in breach of any Data Protection Laws.
- 4.4 Consortium shall not engage a sub-processor to process Consortium Personal Data without the Publisher's prior written consent, and in each case on condition that Consortium enters into a written contract with the sub-processor that contains terms substantially the same as those set out in this Schedule. As between the Publisher and Consortium, Consortium shall remain fully liable for all acts or omissions of any sub-processors appointed pursuant to this clause 4.4.
- 4.5 In respect of Consortium Personal Data, the scope, nature, purpose of processing, types of personal data and categories of data subjects, are as follows:

Scope and purpose of processing:	As set out in the definition of Agreed Purposes.
Types of personal data:	Name; email address; phone number(s); IP address of any representatives of Institutions
Duration of processing:	For the Term.

Types of personal data:	Name; email address; phone number(s); IP address of any representatives of Institutions
Categories of data subjects:	Librarians or other employees based at prospective and current Institutions

EXECUTION PAGE

CONSORTIUM LICENCE

This document has been entered into by the Parties or their duly authorised representatives on the date set out at the beginning of this document.

Signed)
)
for and on behalf of)
THE COMPANY OF BIOLOGISTS)

sign here:

Name:

Date:

Signed)
)
for and on behalf of)
THE CONSORTIUM)

sign here:

Name:

Date: