

DATED

2017

IRIS

-and-

[PUBLISHER]

[PRODUCT] LICENCE AGREEMENT

[PRODUCT] LICENCE AGREEMENT

THIS AGREEMENT is made day of 2017

BETWEEN:

IReL [full legal name etc]. –

AND **[FULL LEGAL NAME OF PUBLISHER]** a company having registered number **[insert registration number]** and having its registered office at **[insert address]** ("Publisher") or not-for-profit organisation whose principal place of business is at **[insert address]**

RECITALS

WHEREAS [insert brief product description];

AND WHEREAS the [insert product name] and all intellectual property rights therein are owned by or duly licensed to the Publisher;

AND WHEREAS this License is based on the PA/JISC and the NESLI model licence for journals;

AND WHEREAS the terms of this Licence and the offer for [product] were negotiated and agreed under the [insert product name] agreement between the Publisher and the Consortium dated [insert date] as part of the IREL (Irish Research e-Library) Initiative;

AND WHEREAS the IUA Librarians' Group have appointed JISC Collections to be their negotiation agent for IReL;

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

IT IS AGREED AS FOLLOWS

1. DEFINITIONS

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

"Authorised Users" means an individual who is authorised by the Consortium

Members to access the Members' information services whether on-site or off-site via Secure Authentication and who is

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

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

"Commercial Use"

means use for the purpose of monetary reward (whether by or for the Consortium or an Authorised User) by means of the sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Work. For the avoidance of doubt, neither recovery of direct cost by the Consortium from Authorised Users, nor use by the Consortium or Authorised Users of the Licensed Work in the course of research funded by a commercial organisation is deemed to constitute Commercial Use.

"Consortium"

means the group of Members jointly participating in the agreement.

"Educational Purposes"

means use for the purpose of education, teaching, distance learning, private study and/or research.

"IReL Initiative"

means the Irish Research eLibrary Initiative, a government funded Irish research library.

"IRIS"

means IRIS Electronic Information Services Limited,

a company limited by guarantee whose registered office is at c/o The Library, Maynooth University, Maynooth, Co. Kildare, Ireland. Company number 483811. It is a registered Charity, CHY number 19688.

"Licence Fee"

means the fee for the Licence for access and use of the Licensed Material as set out in the Subscription Order and Acceptance Form. The licence fee will be in line with the Offer and Quote.

"Licensed Material"

means the journals selected by the Member from the Material as Maintained Titles and Top-Up Titles and other material where applicable.

"Maintained Titles"

means the journal titles selected by the Member from the Material and to which the Member subscribes annually (subscribed titles). The Maintained Titles are listed in the Quote.

"Material"

means the journals or other material on offer from the Publisher as part of this Licence as listed in Schedule 2.

"Offer"

means the offer agreed between the Consortium and the Publisher for the Material as set out in Annex 1.

"Member"

A university, other educational Member or research organisation that is in membership of the Consortium and listed in Schedule 4, and which has agreed by virtue of its membership to be bound by the terms and conditions of this Licence as [if it were] a party to it jointly with the Consortium.

"Secure Authentication"

means access to the Licensed Material by Irish Access Management Federation compliant technology (EduGate), Internet Protocol ("IP") ranges or by a username and password provided by the Consortium; or by another means of authentication agreed between the Publisher and the Consortium.

"Secure Network"

means a network which is only accessible to Authorised Users by Secure Authentication.

"Subscription Period"	means the period from [insert date] until [insert date].
"Top-Up Titles"	means the journal titles selected by the Consortium or its Members from the Material other than the Maintained Titles and any other material as part of the Material. The zTop-Up Titles are listed in the Quote.

- 1.2 Headings contained in this Agreement are for reference purposes only and shall not be deemed to be an indication of the meaning of the clause to which they relate.
- 1.3 Where the context so implies, words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.

2. LICENCE GRANT

- 2.1 The Publisher hereby grants to the Consortium, subject to and in accordance with the terms of this Licence, a non-exclusive licence to access and use the Licensed Material and to allow Members and Authorised Users to access and use the Licensed Material via Secure Authentication for Educational Purposes.
- 2.2 In consideration for the Publisher's licensing of the Licensed Material pursuant to Clause 2.1, the Consortium undertakes to pay to the Publisher the Licence Fee in accordance with the provisions of Schedule 1.

3. PERMITTED USES

- 3.1 This Licence permits the Member for Educational Purposes only to:
 - 3.1.1 provide Authorised Users with integrated access and an integrated article author, article title and keyword index to the Licensed Material and all other similar material licensed from other publishers;
 - 3.1.2 supply to another library (whether by post, fax or secure electronic transmission, whereby the electronic file is deleted immediately after printing) a single paper copy of an electronic original of an individual document;
 - 3.1.3 provide single printed or electronic copies of single articles at the request of individual Authorised Users;

- 3.1.4 display, download and print parts of the Licensed Material for the purpose of promoting or testing the Licensed Material, or for training Authorised Users;
- 3.1.5 make and distribute copies of training material as may be required for the purpose of using the Licensed Material in accordance with this Agreement; and
- 3.1.6 allow Authorised Users for Educational Purposes only to:
 - 3.1.6.1 access the Licensed Material by Secure Authentication in order to search, retrieve, display and view the Licensed Material;
 - 3.1.6.2 electronically save parts of the Licensed Material;
 - 3.1.6.3 print out single copies of parts of the Licensed Material;
 - 3.1.6.4 incorporate parts of the Licensed Material in printed and electronic course packs to be used in the course of instruction and/or in virtual learning environments hosted on a Secure Network. Authorised Users must specify the title and copyright owner of the Licensed Material used in the course packs. Course packs in other formats, such as Braille, may also be offered to Authorised Users;
 - 3.1.6.5 incorporate parts of the Licensed Material in printed or electronic form in assignments and portfolios, theses and in dissertations (“the Academic Works”), and to make reproductions of the Academic Works for personal use and library deposit. Reproductions of the Academic Works may be provided to sponsors of those Academic Works. Authorised Users must specify the title and copyright owner of the Licensed Material used in the Academic Works.
 - 3.1.6.6 publicly display or publicly perform parts of the Licensed Material as part of a presentation at a seminar, conference, or workshop, or other similar event;
 - 3.1.6.7 save and/or deposit in perpetuity parts of the Licensed Material in electronic repositories operated by the Consortium or its Members and/or by an Authorised User on a Secure Network. Access to and use of such repositories shall be limited to Authorised Users;
 - 3.1.6.8 use the Licensed Material to perform and engage in text mining/data mining activities for academic research and other Educational Purposes and allow Authorised Users to mount, load and use the results in accordance with this Licence
 - 3.1.6.9 save and/or deposit in perpetuity parts of the Licensed Material of

which they are the authors on any network including networks open to the public and to communicate to the public such parts via any electronic network, including without limitation the Internet and the World Wide Web, and any other distribution medium now in existence or hereinafter created.

- 3.2 This Licence shall be deemed to complement and extend the rights of the Consortium and Authorised Users under the Copyright and Related Rights Act 2000, and nothing in this Licence shall constitute a waiver of any statutory rights held by the Consortium and Authorised Users from time to time under this Act or any amending legislation.

4. RESTRICTIONS

- 4.1 Except where this licence states otherwise, the Consortium, its Members and Authorised Users may not:
- 4.1.1 sell or resell the Licensed Material unless the publisher has given the Member or Authorised User permission in writing to do so
 - 4.1.2 remove, obscure or alter copyright notices, text acknowledging or other means of identification or disclaimers;
 - 4.1.3 alter or adapt the Licensed Material, except to the extent necessary to make it perceptible on a computer screen, or as otherwise allowed in this Agreement. For the avoidance of doubt, no alteration of the words or their order is allowed;
 - 4.1.4 display or distribute any part of the Licensed Material on any electronic network, including the Internet other than by a Secure Network. For the avoidance of doubt textmining and datamining output as referred to in Clause 3.1.6.8 can be displayed and distributed on any electronic network, including the Internet, provided that such output does not contain copies of copyright works owned or licensed to the Publisher
 - 4.1.5 use all or any part of the Licensed Material for any Commercial Use or for any purpose other than Educational Purposes.
 - 4.1.6 provide access and/or allow use of the Licensed Material by anyone other than Authorised Users.
- 4.2 This Clause will continue to apply after termination of this Licence for any reason.

5. RESPONSIBILITIES OF THE PUBLISHER

5.1 The Publisher agrees to:

- 5.1.1 make the Licensed Material available to the Consortium, its Members and Authorised Users from the start of the Subscription Period;
- 5.1.2 use all reasonable efforts to make the Licensed Material available to the Members 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;
- 5.1.3 provide customer support services to Authorised Users via e-mail or phone. This includes answering e-mail inquiries relating to the use, functionality and content of the Licensed Material within 24 hours;
- 5.1.4 to use all reasonable efforts to ensure that the relevant server or servers have adequate capacity and bandwidth to support the usage of the Consortium and its members;
- 5.1.5 to provide electronic product documentation to the Consortium free of charge. The Publisher will allow copies of all documentation to be made and distributed by the Consortium to Authorised Users provided it is either duplicated in full, or a proper ownership acknowledgement is included;
- 5.1.6 to provide at least initial on-site training to users free of charge
- 5.1.7 implement the industry standards as set out in Schedule 3; and
- 5.1.8 allow Members to cancel titles as part of their Maintained Titles during the term of this Licence. Members are entitled to cancel []% of value of the titles as their Maintained Titles (subscribed titles) in year 1 and []% of value of their Maintained Titles in years 2 and 3 as relevant. In the event that a title is cancelled by the Member, the Member retains archival access to the content of that title that was published prior to the year of cancellation of such title.
- 5.1.9 use all reasonable efforts to provide the Consortium with annual statistics about the number of Open access articles by Authorised Users of the Consortium
- 5.1.10 allow Members to substitute titles as part of their Maintained Titles with other titles in the Material. The substitution allowance is up to the value of []% of their Maintained titles (subscribed titles) per year.
- 5.1.11 permit the Members to make cancellations and substitutions of the Licensed

Material annually [only applicable for multi-years agreements].

5.2 The Publisher reserves the right at any time to withdraw from the Licensed Material any item or part of an item:

(i) for which it no longer retains the right to publish and for which the Publisher has been unable to secure the provisions as set out in Clauses 8.7 and 8.8; or

(ii) for which the Publisher has reasonable grounds to believe it infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable.

In the event of a withdrawal, the Publisher shall give written notice to the Consortium. If the withdrawn material represents more than five per cent (5%) of the Licensed Material the Publisher shall make a pro rata refund of part of the Licence Fee to the Consortium, taking into account the amount of material withdrawn and the length of the Subscription Period remaining.

6. RESPONSIBILITIES OF THE CONSORTIUM

6.1 The Consortium and each Member agree to:

6.1.1 give passwords or other access information only to Authorised Users and use all reasonable efforts to ensure that Authorised Users do not give their passwords or other access information to anyone else;

6.1.2 provide lists of valid IP addresses to the Publisher and update those lists regularly as agreed by the parties from time to time;

6.1.3 use all reasonable efforts, to ensure that only Authorised Users are permitted access to the Licensed Material;

6.1.4 use all reasonable efforts to ensure that all Authorised Users are made aware of and undertake to abide by the terms of this Agreement; and

6.1.5 use all reasonable efforts to monitor compliance with the terms of this Agreement and notify the Publisher immediately and provide full particulars on becoming aware of any of the following

(i) any unauthorised access to or use of the Licensed Material or unauthorised use

of any of Consortium's password(s); or

(ii) any breach by an Authorised User of the terms of this Agreement.

As soon as a Member becomes aware of any breach of the terms of this Agreement, the Consortium Members further agree promptly to fully investigate and initiate disciplinary procedures in accordance with the Member's standard practice and use all reasonable effort to ensure that such activity ceases and to prevent any recurrence.

- 6.2 The Consortium and Members undertake to the Publisher that the computer system through which the Licensed Material will be used is configured, and procedures are in place, to prohibit access to the Licensed Material by any person other than an Authorised User, that it shall inform the Authorised Users about the conditions of use of the Licensed Material, and that during the term of this Agreement, the Consortium and Members will make best efforts to bar non-permitted access and to convey appropriate use information to its Authorised Users.

7. LICENCE FEE

- 7.1 The Consortium will pay Licence Fee as set out in Schedule 1. The Publisher will invoice the Consortium for the Fee payable at the address set out below:

IRIS Electronic Information Services Ltd.
c/o Maynooth University, Library, Maynooth, Co Kildare, Ireland.

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

8. TERM AND TERMINATION

- 8.1 The term of this Licence shall commence at the beginning of Subscription Period and, unless terminated earlier as provided for in this Clause 8, will remain in full force and effect until the end of the Subscription Period.
- 8.2 The Consortium may terminate this Agreement on an annual basis. In the event that the Consortium wishes to terminate this Agreement after the first twelve months of the term of this Agreement, the Consortium should notify the Publisher by December 1st of **xxx** of its intent to cancel the Agreement for the subsequent year. Any such termination will become effective on 1st January of the relevant year.
- 8.3 Any party may terminate this Agreement at any time on the material breach or repeated other breaches by the other of any obligation on its part under this Agreement by serving a written notice on the other identifying the nature of the breach. The termination will become effective thirty days after receipt of the written notice unless during the relevant

period of thirty (30) days the defaulting party remedies the breach forthwith by written notice to the other party.

- 8.4 Upon termination of this Agreement by the Publisher due to a material breach or repeated other breaches by the Consortium or Member, the Publisher shall cease to authorise on-line access to the Licensed Material by the Consortium and its Authorised Users.
- 8.5 Upon termination of this Agreement (except for a material breach by the Consortium of its obligations under this Agreement) the Publisher will provide (at the option of the Consortium) the Consortium and its Authorised Users with access to and use of the full text of the Licensed Material which was published and paid for within the term of this Licence and preceding Licences (where applicable) between the Publisher and the Member, without charge, either by one or more of the following options:
- i) continuing online access to archival copies of the same Licensed Material on the Publisher's server; or
 - ii) by supplying archival copies of the same Licensed Material to the consortium in an electronic medium mutually agreed between the parties; or
 - iii) supplying archival copies of the same Licensed Material to a central archiving facility operated on behalf of the Consortium or other archival facility; or
 - iv) granting access to the same Licensed Material through one of the e-journals archiving solutions as listed in Schedule 3 (2)

For the avoidance of doubt, access to and use of archival copies shall be subject to the terms and conditions as set out in Clauses 3 and 4 of this Agreement.

- 8.6 The Consortium and its Members are permitted to
- mount the archival copies of the Licensed Material supplied by the Publisher in accordance with Clauses 8.5 (ii) and 8.5 (iii);
 - communicate, make available and provide access to such Licensed Material via a Secure Network to Authorised Users in accordance with the terms of this Agreement;
 - make copies or re-format the Licensed Material contained in the archival copies supplied by the Publisher in any way to ensure their future preservation and accessibility in accordance with this Licence;
- 8.7 In the event that ownership of a part or parts of the Licensed Material is sold by the Publisher or otherwise transferred to another publisher, the Publisher will use all reasonable efforts to retain a non-exclusive copy of the volumes published during the subscription period and make them available without charge to the Consortium

(1) through the Publisher's server; or

(2) by supplying such material without charge to the Consortium in accordance with the procedure described in Clause 8.5;

- 8.8 In the event that the Publishers ceases to publish a part or parts of the Licensed Material, (including back issues of a title as part of the Licensed Material), the Publisher will:
- (i) maintain a digital archive of such Licensed Material;
 - (ii) make the digital archive available to the Member without charge through the Publisher's server, via a third party server (including e-journals archiving initiatives as listed in Schedule 3) or by supplying the digital archive to the Member without charge in accordance with the procedure described in Clause 8.5.
- 8.9 The archival copies supplied in accordance with Clause 8.5 (ii) and (iii) will contain all textual content of the Licensed Material but may not contain all links and other features and functionality associated with the online version available via the Publisher's server. Access and use of such copies will be free of charge.
- 8.10 On termination of this Agreement by the Consortium due to a material breach or repeated other breaches by the Publisher, the Publisher will reimburse the Consortium a pro rata proportion of the then remaining Licence Fee for the unexpired part of the Subscription Period. The Publisher shall not be obligated to return any portion of the Licence Fee for termination by the Publisher due to the Consortium's breach pursuant to Clause 8.3.
- 8.11 Upon termination of this Licence, copies of parts of the Licensed Material made by the Member or Authorised Users may be retained. Such copies may be used after termination of this Licence subject to the terms of Clauses 3 and 4 of this Licence, which terms shall survive any termination of this Licence.

9. ACKNOWLEDGEMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 9.1 Except as provided for in Clauses 9.2 and 9.3, the Consortium acknowledges that all Intellectual Property Rights in the Licensed Material are the property of the Publisher or duly licensed to the Publisher and that this Agreement does not assign or transfer to the Consortium and its members any right, title or interest therein except for the right to access and use the Licensed Material in accordance with the terms and conditions of this Agreement.
- 9.2 For the avoidance of doubt, the Publisher hereby acknowledges that any database rights created by the Consortium and its members as a result of local mounting of the Licensed Material as referred to in Clause 8.6 shall be the property of the Consortium and its Members.
- 9.3 For the avoidance of doubt, the Publisher hereby acknowledges that any database rights created by Authorised Users as a result of text mining/data mining of the Licensed

Material as referred to in Clause 3.1.6.8 shall be the property of the Member concerned.

10. REPRESENTATION, WARRANTIES AND INDEMNIFICATION

- 10.1 The Publisher warrants to the Consortium that the Licensed Material and all intellectual property rights therein are owned by or licensed to the Publisher and that the Licensed Material used as contemplated in this Licence does not infringe any intellectual property rights of any natural or legal person. The Publisher agrees that the Consortium shall have no liability and the Publisher will indemnify, defend and hold the Consortium harmless against any and all damages, liabilities, claims, causes of action, legal fees and costs incurred by the Consortium in defending against any third party claim of intellectual property rights infringements or threats of claims thereof with respect of the Consortium's or Authorised Users use of the Licensed Material, provided that:
- (i) the use of the Licensed Material has been in full compliance with the terms and conditions of this Agreement;
 - (ii) the Consortium provides the Publisher with prompt notice of any such claim or threat of claim;
 - (iii) the Consortium co-operates fully with the Publisher in the defence or settlement of such claim; and
 - (iv) the Publisher has sole and complete control over the defence or settlement of such claim.
- 10.2 The Publisher reserves the right to change the content (including removal of an entire journal on ceasing to have the right to publish), presentation, user facilities or availability of parts of the Licensed Material and to make changes in any software used to make the Licensed Material available at their sole discretion. The Publisher will give six months' notice to the Consortium of any substantial change to the Licensed Material.
- 10.3 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 any part of the Licensed Material including (without limitation) 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 as a result of their reliance on the Licensed Material.
- 10.4 In no circumstances will the Publisher be liable to the Consortium 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.

- 10.5 The Consortium agrees to notify the Publisher immediately and provide full particulars in the event that it becomes aware of any actual or threatened claims by any third party in connection with any works contained in the Licensed Material and do all things reasonably required to assist the Publisher in such claims. It is expressly agreed that upon such notification, or if the Publisher becomes aware of such a claim from other sources, the Publisher may remove such work(s) from the Licensed Material. Failure to report knowledge of any actual or threatened claim by any third party shall be deemed a material breach of this Agreement.
- 10.6 Nothing in this Agreement shall make the Consortium liable for breach of the terms of this Agreement by any Authorised User provided that the Consortium did not cause, knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred.
- 10.7 Except as provided for in Clause 10.1, neither the Consortium nor the Publisher will be liable to the other in contract or negligence or otherwise for
- (i) any special, indirect, incidental, punitive or consequential damages
 - (ii) loss of direct or indirect profits, business, contracts, revenue or anticipated savings
 - (iii) any increased costs or expenses.
- 10.8 No party limits its liability for:
- (i) 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; and
 - (ii) its own fraud or that of its employees or agents in the course of their engagement.

11. FORCE MAJEURE

- 11.1 Either party's failure to perform any term or condition of this Agreement as result of circumstances beyond the control of the relevant party (including without limitation, war, strikes, flood, governmental restrictions, and power, telecommunications or Internet failures or damages to or destruction of any network facilities ["Force Majeure"]) shall not be deemed to be, or to give rise to, a breach of this Agreement.
- 11.2 If either party to this Agreement is prevented or delayed in the performance of any of its obligations under this Agreement by Force Majeure and if such party gives written notice thereof to the other party specifying the matters constituting Force Majeure together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue, then the party in question shall be excused the

performance or the punctual performance as the case may be as from the date of such notice for so long as such cause of prevention or delay shall continue.

12. ASSIGNMENT

- 12.1 Save as permitted under this Agreement, neither this Agreement nor any of the rights and obligations under it may be assigned by either party without obtaining the prior written consent of the other party; such consent shall not unreasonably be withheld or delayed. In any permitted assignment, the assignor shall procure and ensure that the assignee shall assume all rights and obligations of the assignor under this Agreement and agrees to be bound to all the terms of this Agreement.

13. GOVERNING LAW AND DISPUTE RESOLUTION

- 13.1 This Agreement shall be governed by and construed in accordance with Irish law and the parties irrevocably agree that any dispute arising out of or in connection with this Agreement will be subject to and within the jurisdiction of the Irish courts.
- 13.2 The parties agree to use best efforts to resolve disputes in an informal manner, by decision of the Managing Director of the Publisher and the current Chairman of the Consortium. Where the parties agree that a dispute arising out of or in connection with this Agreement would best be resolved by the decision of an expert, they will agree upon the nature of the expert required and together appoint a suitable expert by agreement.
- 13.3 Any person to whom a reference is made under Clause 13.2 shall act as expert and not as an arbitrator and his decision (which shall be given by him in writing and shall state the reasons for his decision) shall be final and binding on the parties except in the case of manifest error or fraud.
- 13.4 Each party shall provide the expert with such information and documentation as he may reasonably require for the purposes of his decision.
- 13.5 The costs of the expert shall be borne by the parties in such proportions as the expert may determine to be fair and reasonable in all circumstances or, if no determination is made by the expert, by the parties in equal proportions.

14. NOTICES

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

despatch in the case of courier:

if to the Consortium:

IRIS Electronic Information Services Ltd.
c/o Maynooth University Library, Maynooth, Co.
Kildrare

if to the Publisher

[insert details]

15. GENERAL

- 15.1 This Agreement and its Schedules and Annexes constitute the entire agreement between the parties relating to the Licensed Material and supersede all prior communications, understandings and agreements (whether written or oral) relating to its subject matter and may not be amended or modified except by agreement of both parties in writing.
- 15.2 The Schedules and Annexes shall have the same force and effect as if expressly set in the body of this Agreement and any reference to this Agreement shall include the Schedules and Annexes.
- 15.3 The invalidity or unenforceability of any provision of this Agreement shall not affect the continuation in force of the remainder of this Licence.
- 15.4 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: Subscription Period and Fee

1. The agreed Subscription Period is:

2. The Fees are :

[insert currency and amount] (exclusive of VAT) for the period [insert start/end dates]

as payment for the rights granted in this Agreement. Such Fees shall fall due and payable by the Consortium within 60 days on receipt by the Consortium of the Publisher's invoice. The Fee is shown exclusive of VAT.

3. The above clause can be repeated for multi-annual contracts.

4. Opt-out of multi-year agreement is available at end of each year

SCHEDULE 2: LICENSED MATERIAL

The Material consists of the following: [Do not forget to indicate for each title the Subscription Period.]

SCHEDULE 3 – INDUSTRY STANDARDS

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

The Publisher will:

1. Provide the Institution with fully COUNTER-compliant usage statistics every three months (www.projectcounter.org, and [www.jisc-collections.ac.uk/Guide-for-Publishers /industry standards/User-statistics](http://www.jisc-collections.ac.uk/Guide-for-Publishers/industry_standards/User-statistics));
2. Implement the Standardized Usage Statistics Harvesting Initiative (SUSHI) protocol (www.niso.org/workrooms/sushi);
3. Archive the Licensed Material to ensure that it is preserved for future scholarship in at least one of the following archiving solutions: Portico, Clockss or Lockss, and inform the Institution in which of the archiving solutions the Licensed Material may be found;
[DETAIL HERE THE ARCHIVING SOLUTIONS WHERE THE LICENSED MATERIAL HAS BEEN DEPOSITED]
4. Use all reasonable efforts to meet the W3C standards (www.w3.org/WAI/Resources/#in and www.jisc-collections.ac.uk/Guide-for-Publishers/industry_standards/Accessibility-standards) to ensure that the Licensed Material is accessible to all Authorised Users;
5. Use all reasonable efforts to meet the Open URL Standard (www.niso.org/kst/reports/standards?step=2&gid=&project_key=d5320409c5160be4697dc046613f71b9a773cd9e) to ensure that Authorised Users can discover the Licensed Material;
6. 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 the Institution and its Authorised Users when there is a transfer of material between parties, and to ensure that the transfer process occurs with minimum disruption; and
7. 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.
8. Provide relevant information to third party discovery tools (such as Scopus, Summon), in accordance with NISO recommendations http://www.niso.org/apps/group_public/download.php/13388/rp-19-2014_ODI.pdf

SCHEDULE 4: Consortium Members

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

The Higher Education Authority and the Science Foundation Ireland will be given access to the Licensed material at no additional fee.

Annex I – Offer

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

SIGNED by: _____ Date: _____

Name: (Signature)

Position:

for and on behalf of

[PUBLISHER]

SIGNED by: _____ Date: _____

Name: (Signature)

Position:

for and on behalf of

CONSORTIUM