INSTITUTIONAL LICENCE
OPEN ACCESS READ & PUBLISH AGREEMENT

THIS AGREEMENT is made on 05/01/2021 between:

(1) INFORMA UK LIMITED (trading as TAYLOR & FRANCIS GROUP) a company registered in England and Wales with company number 1072954 whose registered office is at 5 Howick Place, London, SW1P 1WG (the Publisher); and

(2) CONSEJO SUPERIOR DE INVESTIGACIONES CIENTÍFICAS (CSIC), whose registered address is C/Joaquin Costa 22 - 28002 MADRID, SPAIN for and on behalf of and duly authorised by the Institutions (as defined below) (the Organisation),

each a Party and together the Parties.

BACKGROUND

A. The Publisher is a publisher of learned scholarly and professional journals.

B. The Organisation oversees, and negotiates licence agreements on behalf of, a group of Institutes.

C. The Organisation, on behalf of the Institutions, wishes to acquire certain rights of use in respect of the Licensed Materials published by the Publisher, and in addition the Publisher wishes to offer certain open access publishing services to Qualifying Authors who are affiliated with the Institutions, on the terms set out in this Agreement.

AGREED TERMS

1. Definitions and Interpretation

Article Publishing Charge (APC) means the charge levied by the Publisher on the acceptance of an article for publication in an Open Select Standard Journal and Full Gold OA Journal, a Cogent OA journal, the amount of which is set out in Schedule 6.

Authorised User means a person authorised by the Organisation, or any one of the Institutions, to access the Licensed Materials who is:

a) affiliated with an Institution as a current faculty member (including temporary or exchange faculty members for the duration of their assignment), enrolled post-graduate or undergraduate student, current staff member or contract personnel directly involved in educational and research activities of the Institution, and has been issued with a password or other currently valid authentication; or
b) physically present on an Institution’s premises and permitted to use the Institution’s library or information service and access the Secure Network but only from computer terminals within the Institution’s premises, as specified in Schedule 5.

**Cogent OA Journal** means a journal from Cogent Open Access publisher, imprint of the Publisher

**Commercially Run Courses** means any course run by an Institution which provides a service to a corporate, government or commercial organisation for a fee, conducted outside and separately from such Institution’s normal undergraduate and postgraduate academic activity, and excluding professional development courses offered to individuals as part of such Institution’s normal activities.

**Commercial Use** means use for the purposes of monetary reward (whether by or for the Organisation, an Institution or an Authorised User) by means of sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Materials. For the avoidance of doubt, neither recovery of direct costs by the Organisation from the Institutions or Authorised Users, nor use by the Organisation, an Institution or an Authorised User of the Licensed Materials in the course of research funded by a commercial organisation, is deemed to be Commercial Use. Course pack use on Commercially Run Courses, whether organised by an Institution, or another third party, is considered Commercial Use and as such prohibited.

**Course Pack** means a collection or compilation of materials (e.g. book chapters, journal articles) assembled by staff of the Organisation or an Institution for the purposes of instruction.

**Creative Commons Licence** means an international public copyright license produced by the Creative Commons Corporation, the latest versions of which can be found at [https://creativecommons.org/licenses/](https://creativecommons.org/licenses/).

**Data Protection Law** means the General Data Protection Regulation (Regulation (EU) 2016/679) and the European Privacy and Electronic Communications Directive (Directive 2002/58/EC), as amended or replaced from time to time, and all other national, international or other laws related to data protection and privacy that are applicable to any territory where the Publisher or Organisation processes personal data or is established.

**Electronic Reserve** means electronic copies of materials (e.g. book chapters, journal articles) assembled by staff of the Organisation or an Institutions for the purposes of instruction.

**Full Gold OA Journal** means a Taylor & Francis journal which publishes only Gold OA articles

**Institution** means a member of Consejo Superior de Investigaciones Científicas, as more particularly set out in Schedule 1.

**Intellectual Property Rights** means patents, trademarks, trade names, design rights, copyright (including rights in computer software and moral rights), database rights, rights in know-how, goodwill and other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world.

**Licensed Materials** means the visual and audio material, databases, and other publications, that are recorded on or contained in electronic data media, or that are otherwise made available electronically by the Publisher to the Organisation and the Institutions in accordance with this Agreement, as more specifically set out in Schedule 2.

**Massive Online Open Course (MOOC)** means a course of study made available over the internet, with or without charge, to any number of people that are not defined as an Authorised User.
**Online Services** means the electronic/digital delivery method or platform used by the Publisher from time to time for delivering the Licensed Materials that is located on the Server.

**Open Select Standard Journal** means a Taylor & Francis and Routledge open access option within a hybrid subscription-based journal (Taylor & Francis / Routledge Open Select Standard) as published by the Publisher from time to time.

**Open Access Workflow** means the procedure by which an article by a Qualifying Author may be submitted, peer reviewed and accepted for publication in an Open Select Standard Journal and a Full Gold OA journal, an indicative example of which is set out at Schedule 3. This procedure may be subject to change and the Publisher reserves the right to modify any part of the procedure either in general or in respect of a specific journal, for whatever reason and at any time. The Publisher will notify the Organisation in advance of modifications to the procedure, whereas such modifications alter the workflow procedure significantly.

**Publication Cap** The total number of Qualifying Articles for which the Publisher shall be required to waive the Article Publishing Charge under this agreement will be limited to a cap of Qualifying Articles (the “Publication Cap”) as set out in Schedule 6.

**Publishing Fee** means the portion of the Read & Publish Fees that applies to the open access publishing part of the Read & Publish Fees paid in any given year as set out in schedule 6.

**Qualifying Article** means an original article submitted and accepted for publication in an Open Select Standard Journal and a Full Gold OA journal subject to payment or waiver of an Article Publishing Charge.

**Qualifying Author** means a corresponding author affiliated with the organisation, including:
- a student enrolled at or accredited to an Institution;
- a member of the teaching and research staff employed by or otherwise accredited to an Institution;
- any other member of staff employed by or otherwise engaged by an Institution;

who identifies themselves as such upon submitting an article to be published by an Open Select Standard Journal or Full Gold OA Journal.

**Readership Fee** means the portion of the Read & Publish Fees that applies to the readership part of the Read & Publish Fees paid in any given volume year as set out in schedule 6.

**Read & Publish Fees** means the total fees and charges payable by the Organisation for the services provided by the Publisher in accordance with this Agreement, comprising Publishing Fees and Readership Fees, as set out in Schedule 6.

**Secure Network** means a network (whether a standalone network or a virtual network within the Internet) which is only accessible to Authorised Users whose identity is authenticated at the time of log-in, and periodically thereafter consistent with current best practice, and whose conduct is subject to regulation by this Agreement.

**Server** means either the Publisher’s server or a third-party server designated by the Publisher on which the Licensed Materials are mounted and may be accessed.

**Subscription Period** means the period from 01/01/2021 to 31/21/2023 (inclusive).

A. **LICENSED MATERIALS**

2. **Grant of Licence**
2.1. The Publisher agrees to grant to the Organisation the non-exclusive, non-transferable and perpetual licence to give Authorised Users access to the Licensed Material by way of the Online Services for the Subscription Period for the purposes of research, teaching and private study, subject to the terms and conditions of this Agreement.

2.2. The Organisation agrees to comply with this terms and conditions of this Agreement and to ensure that all Institutions and Authorised Users do likewise. The Organisation shall be liable for any loss, damages, costs or other liability that the Publisher incurs as a result of a breach of the terms of this Agreement by an Institution or Authorised User. The Organisation represents and warrants that it is authorised to enter into this Agreement for and on behalf of the Institutions.

3. Rights of Use

3.1. The Organisation will not, and shall ensure that Authorised Users do not, print, copy, re-use, reproduce, modify, sell, distribute, transfer or commercially exploit the Licensed Materials in whole or in part, other than as expressly permitted in this Agreement or, in the case of any Licensed Materials published in an Open Select Journal under a Creative Commons License, as permitted by the terms of such license.

3.2. For the duration of the Subscription Period and subject to Clause 6 below, the Organisation may:

3.2.1. make such back-up copies of the Licensed Materials as are reasonably necessary;

3.2.2. make such temporary local electronic copies of all or part of the Licensed Materials as are necessary solely to ensure efficient use by Authorised Users and not to make available to Authorised Users duplicate copies of the Licensed Materials;

3.2.3. allow Authorised Users to have access to the Licensed Materials from the Server via the Secure Network; and

3.2.4. display, download or print the Licensed Materials for the purpose of internal marketing or testing or for training Authorised users or groups of Authorised Users.

3.3. For the duration of the Subscription Period and subject to Clause 6 below, Authorised Users may:

3.3.1. search, view, retrieve and display the Licensed Materials;

3.3.2. electronically save individual articles or items of the Licensed Materials for personal use;

3.3.3. print off single copies of parts of the Licensed Materials; and

3.3.4. use the Licensed Materials to perform and engage in text mining / data mining activities for academic research and other educational purposes and not for Commercial Use, and allow Authorised Users to mount, load and integrate the
results on a Secure Network and use the results in accordance with this Agreement, provided that the Publisher is notified in writing in advance of the project to ensure that they can provide appropriate technical assistance and maintain a log of projects.

4. **Supply of Copies to Other Libraries**

4.1. The Institutions may, subject to Clause 6 below, fulfil occasional requests to supply to an Authorised User of another library by post or fax, or as an attachment to a secure email transmission provided the electronic file is deleted immediately after printing, for the purposes of research or private study and not for Commercial Use, a single paper copy of an electronic original of an individual document being part of the Licensed Materials.

4.2. Notwithstanding the provisions of Clause 3, it is understood and agreed that neither the Organisation, the Institutions nor the Authorised Users may provide, by electronic means, (excluding fax or secure transmission as specified in Clause 4.1), to a user at another library a copy of any part of the Licensed Materials for research or private study or otherwise.

5. **Course Packs, Electronic Reserve and MOOC’s**

5.1. Subject to Clauses 5.5 to 5.7 below, the Organisation may not, and shall ensure that the Institutions do not, incorporate any part of the Licensed Material into Course Packs and Electronic Reserve collections without the prior written consent of the Publisher, which may set out further terms and conditions for such usage.

5.2. In particular, the Organisation acknowledges that the use of Licensed Material in respect of Commercially Run Courses is specifically prohibited.

5.3. A link to the Licensed Material may be incorporated in Electronic Reserve collections

5.4. No content may be made available in a MOOC without a separate licence being obtained in advance from the Publisher.

5.5. Notwithstanding Clause 5.1 above, where the author of an article, which forms part of the Licensed Materials was employed by an Institution at the time the article was written, that Institution may use all or part of such article internally within the Institution, provided that copies are not offered for sale or distribution in any systematic way, and that acknowledgement to prior publication in the relevant Journal is made explicit.

5.6. Notwithstanding Clause 5.1 above, where the author of an article, which forms part of the Licensed Materials, is engaged by the Institution, that author may make printed copies of all of part of such article on a no-commercial basis for use by the author for lecture or classroom purposes, provided in each case that copies are not offered for sale or distribution in any systematic way, and that acknowledgement to prior publication in the relevant Journal is made explicit.

5.7. Notwithstanding Clause 5.1 above, where an article which forms part of the Licensed Materials is published in an Open Select Journal or a Full Gold OA journal under a Creative Commons License, the Organisation or an Institution may incorporate that article into Course Packs and/or Electronic Reserve collections without the prior consent of the Publisher, provided and to the extent that in doing so, they do not contravene any term or condition of the applicable Creative Commons License.
6. **Prohibited Uses**

6.1. Neither the Organisation, any Institution nor any Authorised User may:

6.1.1. remove or alter the authors’ names or the Publisher’s copyright notices or other means of identification or disclaimers as they appear in the Licensed Materials;

6.1.2. systematically make print or electronic copies of multiple extracts of the Licensed Materials, including complete issues, for any purpose;

6.1.3. mount or distribute any part of the Licensed Material on any electronic network, including without limitation the Internet and the World Wide Web, other than the Secure Network; or

6.1.4. systematically distribute the whole or any part of the Licensed Materials to anyone other than an Authorised User.

6.2. The Publisher’s explicit written permission must be obtained in order to:

6.2.1. use all or any part of the Licensed Materials for any Commercial Use;

6.2.2. permit anyone other than an Authorised User to access or use the Licensed Material;

6.2.3. publish, distribute or make available the Licensed Materials, works based on the Licensed Materials or works which combine them with any other material, other than as permitted in this Agreement; or

6.2.4. alter, abridge, adapt or modify the Licensed Materials to Authorised Users. For the avoidance of doubt, no alteration of the words or their order is permitted.

7. **Delivery of Licensed Material**

7.1. The Publisher shall use reasonable endeavours to make the Licensed Materials available to the Organisation and the Authorised Users on a twenty-four (24) hour basis via the Online Services for the duration of the Subscription Period. The Publisher cannot guarantee that the Online Services will operate continuously or without interruptions or that they will be error free and it does not accept any liability for their unavailability.

7.2. The Organisation acknowledges that the availability of the Online Services may be temporarily restricted for the purposes of maintenance or upgrade. As far as reasonably possible, such maintenance will take place outside of hours. Where possible, the Organisation will be notified in advance of the time and duration of any planned maintenance.

7.3. The Publisher shall use reasonable endeavours to restore access to the Licensed Material as soon as possible in the event of an interruption to or suspension of the Online Services.

7.4. The Publisher shall notify the Organisation at least sixty (60) days in advance of any anticipated specification change applicable to the Licensed Materials.
7.5. The Publisher reserves the right at any time to:

7.5.1. make changes or corrections and to alter, update or upgrade any aspect of the Licensed Materials;

7.5.2. vary the technical specification of any of the Licensed Materials or of any software included therein; and

7.5.3. withdraw from the Licensed Materials any item, or part of an item, for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright, is defamatory, obscene or unlawful, or which is, in the reasonable opinion of the Publisher, otherwise objectionable. Where reasonably possible, the Publisher shall give written notice to the Organisation of such withdrawal.

7.6. Except as expressly provided in this Agreement, the Publisher makes no representations or warranties of any kind, express or implied, including but not limited to, warranties of design, accuracy of the information contained in the Licensed Materials, merchantability or fitness of use for a particular purpose. The Licensed Materials are supplied ‘as is’.

8. Terms Applicable to Online Services

8.1. The Organisation acknowledges and agrees that all logins, passwords or other Authorised User identification used to access the Licensed Materials (whether chosen by it or the Authorised User(s) or provided by the Publisher) are personal to the Authorised User(s) and the Organisation shall ensure, as a principal obligation, that the Authorised User(s) shall treat such logins, passwords and other Authorised User identification as confidential and not disclose or transfer them to any person. The Organisation must notify the Publisher immediately of any unauthorised use of them or any other breach of security regarding the Publisher’s websites that comes to its attention. Without prejudice to any other right or remedy available to Publisher, it has the right to disable any login, password or other Authorised User identification at any time, if in its opinion the Organisation, an Institution or an Authorised User has failed to comply with this Clause 8.1.

8.2. The Organisation is responsible for ensuring that the Institutions’ computer systems meet all relevant technical specifications necessary to receive the Licensed Materials. The Organisation also acknowledges that, although the Publisher tries to guard against viruses, it cannot and does not guarantee or warrant that any Licensed Materials will be free from infections, viruses and/or other code that has contaminating or destructive properties. The Organisation and the Institutions are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy their particular requirements for the security of data input and output.

8.3. The Organisation must not, and must ensure that the Institutions do not, attempt to interfere with the proper working of the Online Services and, in particular, must not:

8.3.1. attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other Internet connected device; or
8.3.2. use automated retrieval devices (such as so-called web robots, wanderers, crawlers, spiders or similar devices).

8.4. The Publisher makes no representations whatsoever about any other third-party websites which the Organisation, the Institutions or the Authorised Users may access through the Online Services. When an Authorised User accesses any other third-party website the Organisation understands that it is independent from the Publisher websites and that the Publisher has no control over the content or availability of that website. In addition, a link to any other third-party website does not mean that the Publisher endorses or accepts any responsibility for the content, or the use of, such a website and it shall not be liable for any loss or damage caused or alleged to be caused by or in connection with use of or reliance on any content, goods or services available on or through any other web or resource. Any concerns regarding any external link should be directed to its website administrator or web master.

9. Intellectual Property Rights

9.1. The Organisation acknowledges that the Licensed Materials are protected by international copyright law, database rights and other Intellectual Property Rights, and that all Intellectual Property Rights relating to the Licensed Materials are the sole and exclusive property of the Publisher, its affiliates and licensors.

9.2. This Agreement does not convey to the Organisation any right, title or interest in the Licensed Materials except for the right to use the Licensed Material in accordance with the terms and conditions of this Agreement. All of the Publisher’s rights which are not specifically granted to the Organisation by this Agreement are reserved to the Publisher.

9.3. The Organisation shall notify the Publisher as soon as possible on becoming aware of:

9.3.1. any unauthorised possession or use of the Licensed Material;

9.3.2. any infringement of the Publisher’s Intellectual Property Rights, or any portion thereof; and

9.3.3. any claim by any third party that the Licensed Material infringes an intellectual property or proprietary right of any third party.

9.4. The Publisher warrants to the Organisation that the Licensed Materials used as contemplated by this Agreement do not infringe the Intellectual Property Rights of any person. The Publisher shall indemnify and hold the Organisation harmless from and against any loss, damage, costs, liability and expenses (including reasonable legal and professional fees) arising out of any legal action taken against the Organisation claiming actual or alleged infringement of such rights. This indemnity shall survive the termination of this Agreement for any reason. This indemnity shall not apply if the Organisation has amended the Licensed Materials in any way not permitted by this Agreement.

10. Terms of Publication

10.1. The Organisation acknowledges that, before an article by a Qualifying Author will be accepted for publication:
10.1.1. such article must be submitted, peer reviewed and accepted in accordance with the Open Access Workflow; and

10.1.2. the owner(s) of any copyright in such article must enter into the Publisher’s standard open access publishing agreement substantially in the form set out at Schedule 4.

10.2. The Organisation acknowledges that all Qualifying Articles will be made available under a Creative Commons CC-BY Licence.

10.3. The Publisher hereby acknowledges that the Organisation may wish to post in an Institutional Repository:

10.3.1. the version of record of a Qualifying Article made Gold Open Access under this agreement (each a “Gold OA Article”); and

10.3.2. the revised text version of an author’s accepted manuscript or ‘postprint’ (i.e. the article in the form accepted for publication in a Publisher journal following the process of peer review) of any articles in the Licensed Materials not published under an Open Access licence (each a “Non-Gold OA Article”), subject to embargo policies.

11. Editorial Independence

Nothing in this Agreement shall oblige the Publisher to publish any article submitted to the Publisher by a Qualifying Author, an Institution or the Organisation. The Organisation acknowledges that the selection of material via peer review to be published in an Open Select Journal is entirely at the discretion of the Publisher and/or the editors or proprietors of the Open Select Journal and the Organisation waives any claim it may have against the Publisher in the event that the Publisher or its editors decline to publish any material (or part thereof) submitted by a Qualifying Author, an Institution or the Organisation.

B. GENERAL

12. Fees and Payment

12.1. In consideration of the mutual promises and other valuable consideration set forth in this Agreement, the Organisation agrees to pay the Publisher the Read & Publish Fees within 60 days of receipt of an invoice from the Publisher or intermediary agent

12.2. The Organisation will pay the Read & Publish Fees annually and in advance for the duration of the Agreement.

12.3. All amounts payable by the Organisation under this Agreement shall be in Euros (€) and are exclusive of any applicable sales, value added, sales, use, excise or similar taxes, all of which shall be additionally payable by the Organisation as appropriate.

13. Term & Termination
13.1. In consideration of the payment of the Read & Publish Fees by the Organisation, the Publisher will provide the licensing and publishing services set out in this Agreement for the duration of the Subscription Period, subject to any earlier termination in accordance with Clauses 14.3 or 14.4 below.

13.2. The Organisation’s rights and the Publisher’s obligations under this Agreement shall automatically terminate at the end of the Subscription Period, unless the Parties have previously agreed in writing to renew the Agreement.

13.3. In addition to automatic termination under Clause 14.2 above, this Agreement shall be terminated:

13.3.1. if the Publisher commits a material or persistent breach of any term of this Agreement and fails to remedy the breach (if capable of remedy) within sixty (60) days of notification in writing by the Organisation;

13.3.2. if the Organisation, an Institution or an Authorised User commits a material or persistent breach of any term of this Agreement; or

13.3.3. if either Party becomes insolvent or becomes subject to receivership, liquidation or similar external administration or ceases to carry on business or threatens to do any of these things or suffers any analogous event in any jurisdiction.

13.3.4. Opt out option for the Organisation in case of financial hardship: Organisation is given the option of opting out during the term of this Agreement in the event it is unable to continue due to government funding having been cut by 10% or more. Participation in this Agreement may terminate at the start of an anniversary calendar year (e.g. January 1) provided Taylor & Francis receives notification in writing sixty (60) days prior to the start of said anniversary calendar year. Termination of an Institution shall take effect on January 1st of that calendar year. If the Organisation opts out after a calendar year begins, it will not receive a refund of all or part of the Subscription Fee based on subscriptions for that calendar year.

13.4. On termination of this Agreement for any reason, the Organisation shall immediately cease to distribute, or make available, the Licensed Materials to Authorised Users and shall return to the Publisher or (at the Publisher’s sole election) destroy all Licensed Materials.

14. Data protection

14.1. For the purposes of this Clause 15, the terms “personal data”, “controller”, “processor”, “processing”, “data subject”, “personal data breach” and “supervisory authority” shall have the meanings ascribed to them under the General Data Protection Regulation (Regulation (EU) 2016/679).

14.2. For the purposes of this Agreement and either Party’s processing of personal data in connection with this Agreement, the Parties agree that each Party acts as a data controller.

14.3. Each Party shall (i) only process personal data in compliance with, and shall not cause itself or the other Party to be in breach of, Data Protection Law, and (ii) act reasonably in providing
such information and assistance as the other Party may reasonably request to enable the other Party to comply with its obligations under Data Protection Law.

14.4. If either Party becomes aware of a personal data breach relating to the processing of personal data in connection with this Agreement, it shall (i) provide the other Party with reasonable details of such personal data breach without undue delay, and (ii) act reasonably in co-operating with the other Party in respect of any communications or notifications to be issued to any data subjects and/or supervisory authorities in respect of the personal data breach.

14.5. If either Party receives any communication from any supervisory authority relating to the processing of personal data in connection with this Agreement, it shall (i) provide the other Party with reasonable details of such communication, and (ii) act reasonably in co-operating with the other Party in respect of any response to the same.

15. **Limitation of Liability**

15.1. The Publisher will use its reasonable endeavours to ensure that the information contained in any Licensed Materials is accurate. However, the Publisher cannot guarantee the accuracy of any information and content contained in the Licensed Materials, which is provided on a strictly ‘as is’ basis. The Publisher has no liability for any loss or damage whatsoever sustained by the Organisation, an Institution or an Authorised User as a result of using or relying on any information and content contained in the Licensed Materials.

15.2. The Publisher accepts no liability for any indirect or consequential loss or damage or for any loss of data, profit, goodwill, anticipated savings, revenue or business (whether direct or indirect in each case), howsoever caused, even if foreseeable, arising under or in relation to this Agreement.

15.3. In circumstances where Organisation, an Institution or an Authorised User suffers loss or damage arising out of or in connection with the use or performance of the Licensed Materials, the Publisher accepts no liability for this loss or damage whether due to inaccuracy, error, omission or any other cause and whether on the part of us or our servants, agents or any other person or entity.

15.4. If the Publisher is liable to Organisation under this Agreement for any reason, its liability will be limited to the amount of Read & Publish Fees paid by the Organisation pursuant to this Agreement in the year in which such liability arose.

15.5. Nothing in this Agreement shall limit the Publisher’s liability for death or personal injury resulting from its negligence or from its fraudulent misrepresentation or any liability which cannot be excluded under the applicable law.

16. **Force Majeure**

Either Party’s failure to perform any term or condition of this Agreement as a result of conditions beyond its reasonable control such as (but not limited to) war, strikes, fires, floods, governmental restrictions, acts of terrorism, public health emergencies, power failures, or damage or destruction of any network facilities or servers shall not be deemed a breach of this Agreement.

17. **Assignment**
The Agreement may not be assigned by the Organisation to any other person or organisation, nor may either Party sub-contract any of its obligations, without the prior written consent of the other Party, whose consent shall not be unreasonably withheld. The Publisher shall be entitled to assign, sub-license, subcontract or otherwise dispose of its rights and obligations under this Agreement to any other person or company.

18. Notices

Any notice, request, statement or other communication to be served on either of the Parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the addressee as set out in this Agreement or to such other address as notified by either Party to the other as its address for the service of notices, with a copy to be sent by email to such email address as notified by either Party to the other as its email address for the service of notices. All such notices shall be deemed to have been received within 14 days of posting.

19. Severability

In the event that any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid or un-enforceable, the remaining provisions of this Agreement shall not be affected and will remain in full force and effect.

20. Third Parties

A person who is not a Party to this Agreement shall have no rights under the provisions of the Contracts (Rights of Third Parties) Act 1999 which shall be specifically excluded from the scope of this Agreement.

21. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with English law. The parties irrevocably agree that any dispute arising out of, or in connection with, this Agreement will be subject to the non-exclusive jurisdiction of the courts of England and Wales.

Schedules

This Agreement includes the following Schedules:

Schedule 1: Institutions
Schedule 2: Licensed Materials
Schedule 3: Open Access Workflow
Schedule 4: Licencia CC-By (T&F)
Schedule 5: Library Premises
Schedule 6: Fees and Additional Commercial Terms
Schedule 7: Post Cancellation Rights
Schedule 8: Publishing Rights
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Schedule 2 – Licensed Materials

Licence material according to subscription of database.

2021 current library collections will apply.

A title list of the library packages will be attached as a separate xls file.
Schedule 3 – Open Access Workflow

1) Organisation’s workflow:

   a. The Organisation can approve or decline the OA funding of a specific number of articles as specified in Schedule 6;
   b. The Organisation is able to log into their Research Dashboard account and verify the eligibility of the article to be published open access under this agreement;
   c. Once an article is accepted for publication, the Organisation will be informed via mail, by an Organisation’s notification email address, shared with the Publisher;
   d. Organisation will verify the eligibility of an article as quickly as possible (ideally within 5 working days) to ensure the timely production and publication;
   e. Organisation is under no obligation to approve or decline funding for the accepted articles which feed into the Research Dashboard;
   f. If the Organisation approves an article for OA funding, such article will be counted against the publication cap as stated in Schedule 6;
   g. If the Organisation declines an article for OA funding, such article will not be counted against the publication cap as stated in Schedule 6. The declined article can still be
   h. The Organisation can download metadata from the Research Dashboard, in xls format, such as:
      • Institution member’s name
      • article’s title;
      • DOI;
      • Submission Date;
      • Submission ID;
      • Funding Body (when provided by author at submission);
      • OA Status of the article;
      • Entered Date;
      • Acceptance Date;
      • Article Type;
      • Currency
      • Author’s Name;
      • Author’s email;
      • Author’s Orcid ID (when provided);
      • Multiple Organisations’ status;
      • Journal’s title;
      • Journals’ reference acronym;
      • Journal’s OA profile;
      • Status of the article

Author’s’ workflow:

a) Author submits article via the standard submission process on Taylor & Francis Online.

b) Author’s Identification:

   • The Author will be identified either at Submission (in case of an article in a Full Gold OA journal) or Acceptance (in case of an article in an Open Select Standard Journal). The identification will be based on email domain or by Organisation name (as included in the list specified in Schedule 1).
• It will be possible for the Author to select the Organisation name from a normalised list of institution names.

2) Peer Review of the article:
   a) Rejection: The Publisher will inform the Author;
   b) Acceptance:
      • Corresponding Author identified as affiliated to the Organisation (Schedule 1). The identification of authors is dependent on them entering this information at submission (using organisation’s email address or entering the Institute name as Organisation);
      • Author is sent an email from Taylor & Francis Production team with a URL to the Electronic Copyright System, where they are able to select and sign the Creative Commons Licence online.
      • Accepted article metadata feeds into the Research Dashboard;
      • If an article in the Research Dashboard is approved funding by the Organisation, the Author will be informed accordingly via email;
      • Article is published online under an Open Access licence.
      • If an article in the Research Dashboard is declined funding by the Organisation, no further communication will be sent to the author regarding the Agreement, unless the Author has specifically requested funding;
      • If the Organisation takes no action in the Research Dashboard, this will not hold up publication of the article. The Author will continue with the standard process and in the case of Open Select Standard, be able to choose to publish the article behind the paywall or request an APC invoice to publish open access.

3) General
   a) The criteria for eligibility will be the date of acceptance, so eligible articles are those accepted for publication since January 2021:
   b) All core, peer-reviewed original research article types will be covered by this agreement, as specified below:
      • Article
      • Review
      • Research Article
      • Review Article
      • Report
      • Short Communication
      • Case Report
      • Note
      • Original Article
      • Guest Editorial

Publisher and Organisation will work together to advocate open access publishing and promote this agreement to researchers within Spain. This will be through tailored email communications to authors, webinars and events, to be decided mutually and organised collaboratively.
Schedule 4 – T&F Standard Open Access Publishing Agreement

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AUTHOR(S):
JOURNAL TITLE: ('Journal')

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✓ I confirm that I have read and agree to comply with Taylor & Francis’ policy on publishing ethics.

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   vii. Any patient, service user, or participant (or that person’s parent or legal guardian) in any research or clinical experiment or study who is described in the article has given written consent to the inclusion of material, text or image, pertaining to themselves, and that they acknowledge that they cannot be identified via the article and that you have anonymized them and that you do not identify them in any way. Where such a person is deceased, you warrant you have obtained the written consent of the deceased person’s family or estate.
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in the article; your article includes explicitly relevant safety precautions; and cites, if an accepted Standard or Code of Practice is relevant, a reference to the relevant Standard or Code.

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xi. You have read and complied with our policy on publishing ethics.

xii. You have read and complied with the Journal’s Instructions for Authors.

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xiv. You consent to allowing us to use your article for marketing and promotional purposes.

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Schedule 6 – Fees and Additional Commercial Terms

A. Read & Publish Fees

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B. Article Publishing Charges

The Organisation will pay an equivalent fee at the prevailing APC rate. These can be found at:

https://authorservices.taylorandfrancis.com/publishing-open-access/oa-options-finder/

C. Publication Cap

The Publication Cap will be:

- 30 Qualifying Articles in Open Select Standard Journals, 6 in Full Gold OA Journals for a total of 36 Articles in Volume Year 2021;
- 30 Qualifying Articles in Open Select Standard Journals, 6 in Full Gold OA Journals for a total of 36 Articles in Volume Year 2022;
- 30 Qualifying Articles in Open Select Standard Journals, 6 in Full Gold OA Journals for a total of 36 Articles in Volume Year 2023;

D. Additional Commercial Terms

i. Post Cancellation Rights to the Licenced Material of previously held core subscriptions are granted under this agreement for the content published in the Subscription Period. PCA rights are being priced at 10% of Core Subscription value, included in the Readership Fee;
ii. Previously acquired perpetual rights are unaffected by this agreement;
iii. Read access is given back to 1997, where available;
iv. The Read & Publish Fees include read access to the titles listed in Schedule 2 for all institutes listed in Schedule 1;
v. The Publishing Fees covers Open Access publishing rights in any T&F Open Select Standard journal and in any Full Gold OA journal;
vi. In case of a shortfall of Open Access publishing below the Publication Cap in a given year, the Publisher agrees to transfer and add the non-used Qualifying Articles to the following year, up to a total of 10% share of the Publication Cap;
vii. In case of Open Access publishing over the Publication Cap in a given year, the Organisation will be billed at a 10% discounted APC price, up to 10% share of the Publication Cap. In case of further Open Access publishing, the Organisation will be billed at prevailing APC price;
viii. The Publisher agrees to work with appointed representatives of the Organisation to discuss, agree and make any agreed improvements to the workflow and the functionality of the Research Dashboard;
ix. Print DDP: 25% of List Price
Schedule 7 – Post Cancellation Rights

A title list of the subscriptions, where PCA applies will be attached as a separate xls file and can be entered here when license and list is approved from both sides.
Schedule 8 – Publishing Rights

For journals eligible for publishing rights in this agreement, a list of titles is provided here below: (as an annexe)
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Signed by ........................................................................

for and on behalf of

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Signed by ........................................................................

for and on behalf of

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