

25 June 2020

Letter of Agreement – Pilot Transitional Agreement 2021-23

This letter confirms the agreement between the Consejo Superior de Investigaciones Científicas, Unidad de Recursos de Información Científica para la Investigación (URICI-CSIC), in English identified as the Spanish National Research Council, Unit of Information Resources for Research, in Joaquin Costa 22, Madrid, 28007, Spain and Microbiology Society (the Society), of 14-16 Meredith Street, London EC1R 0AB, UK, whereby URICI-CSIC will act as a library consortium, managing its members institutional inclusion within a Publish and Read package during 2021.

URICI-CSIC agrees to:

1. Cover the cost of
 - a. read access for those following URICI-CSIC subscribing institutions:
 - CENTRO NACIONAL DE BIOTECNOLOGIA (@CNB.csic.es) 0006025
 - CENTRO DE INVESTIGACIONES BIOLÓGICAS (@CIB.csic.es) 0006026
 - INSTITUTO DE BIOLOGIA MOL. Y CEL. DE PLANTAS PRIMO YUFERA (@IBMCP.csic.es) 0005969, and
 - b. OA publishing for all authors using either a CSIC general domain or any sub domain email of @csic.es.
2. Pay the agreed Publish and Read Licence flat rate with no annual increases for each year of the three-year agreement (2021-23) of £ 9,371, such transactions to be paid via URICI-CSIC's selected subscription agent no later than 31 December of each year.
3. URICI-CSIC ensures member Institutes agree to Licence terms as set out in Appendix 1.
4. Manage opt-in and payment of an additional £1,500 per institution where one of its non-participating member Institutes wishes to benefit from either access to the Society journals' paywalled content or that published two or more articles in the previous calendar year. The sub domain email would be used to identify the publishing output of specific institutes.

A list of CSIC Institutes active in biological disciplines is given in Appendix 2. The aim of the Publish and Read agreement is to flip research from Spanish National Research Council institutes to OA. In the pilot phase of this 'transitional agreement', the Society will monitor and report on the take up of

the unlimited 'publish' offer across all CSIC members (identified by sub domain), URICI-CSIC will check that data is correct (corresponding authors are CSIC contractual affiliated authors) and this data will feed into pricing calculations in phase two of a Publish and Read Agreement.

Learning outcomes have been identified for the pilot phase of this Publish and Read agreement. With the benefit of running the scheme for several years, both partners will review and assess how to:

- Screen potential corresponding authors who use csic.es email domain, but whom URICI-CSIC wish not to recognise as eligible authors,
- Provide a metadata feed into CSIC's institutional repository.

The Microbiology Society agrees to grant the benefits of Publish and Read for the remainder of 2020 on signature of this agreement. CSIC will be added to the list of participating Publish and Read institutions on the Society's webpage here: <https://www.microbiologyresearch.org/fee-free-open-access>.

Please confirm your agreement by countersigning below.

On behalf of the Microbiology Society

On behalf of URICI-CSIC Consortium





Head of Business Development & Sales

1. APPENDIX 1 – LICENSING TERMS FOR URICI-CSIC MEMBERS

Institutional Publish and Read Licence Terms

IS AGREED this day of [25 June 2020] BETWEEN

1. **Microbiology Society of 14-16 Meredith Street, London EC1R 0AB, UK** ("the Publisher") and
2. **[Spanish National Research Council, Unit of Information Resources for Research]** located at **[Joaquin Costa 22, Madrid, 28002]** ("the Licensee")

The Publisher offers to the Licensee and its Authorized Users permission to access the Licenced Material and use such material only on the terms and conditions as set out in this Licence.

1.1 Definitions

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

‘Accepted for Publication’ means the date on which an Eligible Corresponding Author is notified that their article has passed peer review, and will be published in the Licenced Material.

‘Authorised User’ means an individual who is authorised by the Institution to have access to its information services (whether on-site or off-site) via Secure Authentication and is:

- An Institution defined within the Publisher’s tier structure, published on its website, to qualify for a Standard, Extended or Publish & Read Licence
- A current student of the Institution (including undergraduates and postgraduates) or an alumni of the Institution;
- A member of staff of the Institution (whether permanent or temporary including retired members of staff and any teacher who teaches Authorised Users registered in the United Kingdom);
- A contractor of the Institution; or
- A Walk-In User. Walk-In Users are persons who are allowed by the Institution to access its information services from computer terminals or otherwise within the physical premises of the Institution. For the avoidance of doubt, Walk-In Users may be given access to the Licenced Material by any wireless Secure Network. Walk-In Users are not allowed off-site access to the Licenced Material.

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

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

‘Eligible Corresponding Author’ means an author affiliated with the Institution on the date of acceptance for publication, and identified as the corresponding author of the article accepted for publication, in one of the Publisher’s journals.

‘Licence Fee’ means the fee for the Licence for access and use of the Licensed Material as set out in the Pricing and Ordering details released annually by the Publisher.

‘Licensed Material’ means the online version of each of the Publisher’s journals for which the Licensee holds a current institutional subscription.

‘Secure Authentication’ means access to the Licensed Material by UK Access Management Federation compliant technology or by Internet Protocol (‘IP’) ranges provided by the Institution.

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

‘Licence Period’ means the period from 01 January until 31 December in the calendar year during which the Institution subscribes.

1.2 Open Access publication

1. This Licence entitles Eligible Corresponding Authors from the Institution to publish articles under an Open Access licence without further fees, where such articles are Accepted For Publication after signature of this Licence and throughout the Licence Period.
2. It is the responsibility of the Institution to inform faculty and students of the terms of this Licence.
3. Articles will be published under an Open Access licence when:
 - Eligible Corresponding Authors are identified prior to publication on the basis of their institutional email domain, or institutional affiliation as listed in the file submitted for peer review; and
 - Eligible Corresponding Authors are affiliated with the Institution on the date of acceptance for publication; and
 - Eligible Corresponding Authors sign the appropriate Creative Commons license; and
 - Eligible Corresponding Authors do not opt-out of publishing under an Open Access licence.
4. It is the responsibility of Eligible Corresponding Authors to provide the correct information in respect of their Institution.
5. Should an article from an Eligible Corresponding Author be identified after publication,
 - a. Where the article is not Open Access, the Eligible Corresponding Author will be asked to sign the relevant Creative Commons licence and the article will be made retrospectively Open Access;

- b. Where the article is Open Access and a fee has been paid, the fee will be refunded.

1.3 Licence Grant

The Publisher hereby grants to the Institution, subject to and in accordance with the terms of this Licence, a non-exclusive non-transferable licence to access and use the Licensed Material and to allow Authorised Users to access and use the Licensed Material via Secure Authentication.

In consideration for the Publisher's licensing of the Licensed Material, the Institution undertakes to pay to the Publisher the Licence Fee.

1.4 Permitted Uses

This Licence permits the Institution for Educational Purposes only to:

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;
2. Supply to another library (whether by post, fax or ARIEL (or equivalent) whereby the electronic file is deleted immediately after printing) a single paper copy of an electronic original of an individual document;
3. Provide single printed or electronic copies of single articles at the request of individual Authorised Users;
- 3.1 display, download and print parts of the Licensed Material for the purpose of promoting or testing the Licensed Material or for training Authorised Users;
- 3.2 make and distribute copies of training material as may be required for the purpose of using the Licensed Material in accordance with this Licence;
- 3.3 allow Authorised Users for Educational Purposes only to:
 - access the Licensed Material by Secure Authentication in order to search, retrieve, display and view the Licensed Material;
 - electronically save parts of the Licensed Material;
 - print out single copies of parts of the Licensed Material;
 - 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;
 - 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 can 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;

- 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;
 - save and/or deposit in perpetuity parts of the Licensed Material in electronic repositories operated by the Institution and/or by an Authorised User on a Secure Network. Access to and use of such repositories shall be limited to Authorised Users; and
 - 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.
- 3.4 This Licence shall be deemed to complement and extend the rights of the Institution and Authorised Users under the Copyright, Designs and Patents Act 1988 and the Copyright (Visually Impaired Persons) Act 2002 and nothing in this Licence shall constitute a waiver of any statutory rights held by the Institution and Authorised Users from time to time under these Acts or any amending legislation.

1.5 Restrictions

1. Except where this Licence states otherwise, the Institution and Authorised Users may not:
 - sell or resell the Licensed Material unless the Publisher has given the Institution or an Authorised User permission in writing to do so;
 - remove, obscure or alter copyright notices, acknowledgements or other means of identification or disclaimers;
 - alter or adapt the Licensed Material, except to the extent necessary to make it perceptible on a computer screen, or as otherwise allowed under this Licence. For the avoidance of doubt, no alteration of the words or their order is allowed;
 - 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 text-mining and data-mining output 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;
 - use all or any part of the Licensed Material for any Commercial Use or for any purpose other than Educational Purposes; or
 - provide access and/or allow use of the Licensed Material by anyone other than Authorised Users.
2. This Clause will continue to apply after termination of this Licence for any reason.

1.6 Responsibilities of the Publisher

1. The Publisher agrees to:
 - make the Licensed Material available to the Institution and Authorised Users from the start of the Licence Period;

- use all reasonable efforts to make the Licensed Material available to the 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;
 - provide customer support services to Authorised Users by e-mail. This includes answering e-mail queries about the use, functionality and content of the Licensed Material;
 - provide usage statistics in compliance with the COUNTER standard and display them to the Institution via the administration page.
2. The Publisher reserves the right at any time to withdraw from the Licensed Material any item or part of an item:
- for which the Publisher no longer retains the right to publish; or
 - for which the Publisher has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable.
3. In the event of a withdrawal of content from the platform, the Publisher shall give written notice thereof to the Institution. If the withdrawn material represents more than ten per cent (10%) of the Licensed Material, the Publisher shall make a pro rata refund of the Licence Fee to the Institution. The refund will take into account the amount of material withdrawn and the length of the Licence Period remaining.

1.7 Responsibilities of the Institution

1. The Institution agrees to:
- 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;
 - provide lists of valid IP addresses to the Publisher and update those lists regularly as agreed by the parties from time to time;
 - use all reasonable efforts to ensure that only Authorised Users are permitted access to the Licensed Material;
 - use all reasonable efforts to ensure that all Authorised Users are made aware of and undertake to abide by the terms of this Licence; and
 - use all reasonable efforts to monitor compliance with the terms of this Licence and notify the Publisher immediately and provide full particulars on becoming aware of any of the following:
 - a. any unauthorised access to or use of the Licensed Material or unauthorised use of any of Institution's password(s); or
 - b. any breach by an Authorised User of the terms of this Licence.

2. As soon as the Institution is aware of any breach of the terms of this Licence, the Institution further agrees promptly to fully investigate and initiate disciplinary procedures in accordance with the Institution's standard practice and use all reasonable effort to ensure that such activity ceases and to prevent any recurrence.
3. The Institution undertakes 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 Licence, the Institutions will make best efforts to bar non-permitted access and to convey appropriate use information to its Authorised Users.

1.8 Term and Termination

1. This Licence will be in full force and effect for the duration of the Licence Period, unless terminated earlier as provided for in this Clause.
2. Any party may terminate this Licence at any time on the material breach or repeated other breaches by the other of any obligation on its part under this Licence 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.
3. Upon termination of this Licence by the Publisher due to a material breach or repeated other breaches by the Institution, the Publisher shall cease to authorise on-line access to the Licensed Material by the Institution and Authorised Users.
4. Upon termination of this Licence (except for a material breach by the Institution of its obligations under this Licence), the Publisher will provide (at the option of the Institution) the Institution and its Authorised Users with continuous access to and use of the full text of the Licensed Material which was published and paid for during the term of this Licence and preceding licences (where applicable) between the Publisher and the Institution, without charge, either by one or more of the following options:
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 - For the avoidance of doubt access and use of archival copies shall be subject to the terms and conditions as set out in Clauses 3 and 4 of this Licence.
5. 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 ensure access to the volumes published during the Licence Period and make them available without charge to the Institution.

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7. On termination of this Licence by the Institution due to a material breach or repeated other breaches by the Publisher, the Publisher will reimburse the Institution a pro rata proportion of the then remaining Licence Fee for the unexpired part of the Licence Period. The Publisher shall not be obligated to return any portion of the Licence Fee for termination by the Publisher due to the Institution's breach.
8. Upon termination of this Licence, copies of parts of the Licensed Material made by the Institution or Authorised Users may be retained. Such copies may be used after termination of this Licence subject to the terms of this Licence, which terms shall survive any termination of this Licence.

1.9 Acknowledgement and Protection of Intellectual Property Rights

1. Except as provided for in this Licence, the Institution acknowledges that all Intellectual Property Rights in the Licensed Material are the sole and exclusive property of the Publisher or duly licensed to the Publisher and that this Licence does not assign or transfer to the Institution 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 Licence.
2. For the avoidance of doubt, the Publisher hereby acknowledges that any database rights created by the Institution as a result of local mounting of the Licensed Material shall be the property of the Institution.
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 shall be the property of the Institution.

1.10 Representation, Warranties and Indemnification

1. The Publisher warrants to the Institution 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.
2. The Publisher reserves the right to change the content (including removal of a 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 notify the Institution of any substantial change to the Licensed Material.

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 Institution or Authorised Users as a result of their reliance on the Licensed Material.
4. In no circumstances will the Publisher be liable to the Institution 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.
5. The Institution 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 Licence.
6. Nothing in this Licence shall make the Institution liable for breach of the terms of this Licence by any Authorised User provided that the Institution did not cause, knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred.
7. Except as provided for in this Licence, neither the Institution nor the Publisher will be liable to the other in contract or negligence or otherwise for:
 - any special, indirect, incidental, punitive or consequential damages;
 - loss of direct or indirect profits, business, contracts, revenue or anticipated savings; or
 - for any increased costs or expenses.
8. Any notice given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand, by email or by pre-paid first-class post or other next Working Day delivery service at its address set out below, or such other address as may be notified in accordance with this Clause:

if to the Publisher: Gaynor Redvers-Mutton
Head of Business Development and Sales
Microbiology Society
14-16 Meredith Street
London EC1R 0AB
Email: to both g.redvers-mutton@microbiologysociety.org and
journalsales@microbiologysociety.org

1.11 Assignment

1. Except as permitted for under this Licence, neither this Licence 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 Licence and agrees to be bound to all the terms of this Licence.

1.12 Governing Law and Dispute Resolution

1. This Licence shall be governed by and construed in accordance with English law and the parties irrevocably agree that any dispute arising out of or in connection with this Licence will be subject to and within the jurisdiction of the English courts.
2. The parties agree to use best efforts to resolve disputes in an informal manner, by decision of the Director of Publishing of the Publisher and the current Vice Chancellor of the Institution. Where the parties agree that a dispute arising out or in connection with this Licence 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.
3. Any person to whom a reference is made under this Licence 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.
4. Each party shall provide the expert with such information and documentation as he may reasonably require for the purposes of his decision.
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.

AS WITNESS the hands of the duly authorized representatives of the parties the day and year below first written

FOR THE PUBLISHER: Microbiology Society

Signature:

Name (in block capitals): [REDACTED]

Date:

Position/Title: Head of Business Development & Sales

FOR THE LICENSEE:

Signature: _____

Name (in block capitals): _____

Date: _____

Position/Title: _____

Signature: _____

Name (in block capitals): _____

Date: _____

Position / Title: _____

2. URICI-CSIC Member Institutes with discipline relevance

CODE	CSIC site	City
CABD	CENTRO ANDALUZ DE BIOLOGIA DEL DESARROLLO (CABD)	SEVILLA
CABIMER	CENTRO ANDALUZ DE BIOLOGIA MOLECULAR Y MEDICINA REGENERATIVA (CABI)	SEVILLA
CBM	CENTRO DE BIOLOGIA MOLECULAR SEVERO OCHOA (CBM)	CANTOBLANCO (MADRID)
CEBAS	CENTRO DE EDAFOLOGIA Y BIOLOGIA APLICADA DEL SEGURA (CEBAS)	MURCIA
CIB	CENTRO DE INVESTIGACIONES BIOLÓGICAS (CIB)	MADRID
CICIC	CENTRO DE INVESTIGACIONES CIENTÍFICAS ISLA DE LA CARTUJA (CICIC)	SEVILLA
CID	CENTRO DE INVESTIGACION Y DESARROLLO PASCUAL VILA (CID)	BARCELONA
CNB	CENTRO NACIONAL DE BIOTECNOLOGIA (CNB)	CANTOBLANCO (MADRID)
EBD	ESTACION BIOLÓGICA DE DOÑANA (EBD)	SEVILLA
IBE	INSTITUTO DE BIOLOGIA EVOLUTIVA (IBE)	BARCELONA
IBGM	INSTITUTO DE BIOLOGIA Y GENÉTICA MOLECULAR (IBGM)	VALLADOLID
IBMB	INSTITUTO DE BIOLOGIA MOLECULAR DE BARCELONA (IBMB)	BARCELONA
IBMCC	INSTITUTO DE BIOLOGIA MOL. Y CEL. DEL CÁNCER DE SALAMANCA (IBMCC)	SALAMANCA
IBMCP	INSTITUTO DE BIOLOGIA MOL. Y CEL. DE PLANTAS PRIMO YUFERA (IBMCP)	VALENCIA
IBV	INSTITUTO DE BIOMEDICINA DE VALENCIA (IBV)	VALENCIA
IC	INSTITUTO CAJAL (IC)	MADRID
IIBM	INSTITUTO DE INVESTIGACIONES BIOMÉDICAS ALBERTO SOLS (IIBM)	MADRID
IIBB	INSTITUTO DE INVESTIGACIONES BIOMÉDICAS DE BARCELONA (IIBB)	BARCELONA
IBFG	INSTITUTO DE BIOLOGIA FUNCIONAL Y GENÓMICA (IBFG)	SALAMANCA