

# INSTITUTIONAL LICENCE OPEN ACCESS READ & PUBLISH AGREEMENT

**THIS AGREEMENT** is made on 2<sup>nd</sup> January 2024 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, a consortium registered in Spain, whose registered address is Calle Serrano, 117, 28006 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, which include the Licensed Materials (as defined below).
- B. The Licensed Materials and all intellectual property rights therein are owned or duly licensed to the Publisher.
- C. The Organisation oversees and negotiates licence agreements on behalf of the Institutions.
- D. The Publisher has agreed with the Organisation, on behalf of the Institutions, to offer the Institutions:
  - a. rights of access and use in respect of the Licensed Materials; and
  - b. the right for Qualifying Authors to publish Qualifying Articles on an Open Access Basis (as defined below),

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 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.

**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/>.

**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.

**Institution** means a member of Consejo Superior de Investigaciones Científicas (CSIC), 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 Access Basis** means a publishing model where works are published in their entirety freely available online with no subscription fee or article-pay-to-view fee or any other form of access fee for that Work, or any publication embargo being applied, normally upon payment of an APC.

**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 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.

**Open Select Journal** means a Taylor & Francis and Routledge hybrid journal in which work can be published either on (i) an Open Access Basis, or (ii) on a Subscription Basis (Taylor & Francis / Routledge Open Select) as published by the Publisher from time to time.

**Publication Allowance** means the total number of Qualifying Articles for which the Publisher shall be required to waive the Article Publishing Charge under this Agreement, 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 Journal, subject to payment or waiver of an Article Publishing Charge.

**Qualifying Author** means a corresponding author affiliated with one of the Institutions, 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;
- if an Institution is a society, a current member of an Institution,

who identifies themselves as such upon submitting an article to be published by an Open Select 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 01/01/2024 to 31/12/2026 (inclusive).

**Subscription Basis** means a publishing model where works are published with a subscription fee or article-pay-to-view fee or any other form of access fee.

## A. LICENSED MATERIALS

### 2. Grant of Licence

- 2.1. The Publisher agrees to grant to the Organisation the non-exclusive, non-transferable and non-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 or 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 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 Organisation is responsible for ensuring that the Institutions provide the Publisher with lists of valid IP addresses for the purposes of managing access to the Licensed Materials, and update those lists regularly. The Publisher shall not be liable to the Institutions or Organisations for a breach of this Agreement that is as a result of the Publisher not receiving the most recent list of valid IP addresses from an Institution.
- 8.5. The Organisation shall ensure that the Institutions configure the computer system through which the Licensed Materials are used by the Institution and Authorised Users, and put in place procedures, in accordance with all appropriate accepted standards, for the purpose of preventing access to the Licensed Materials by any person other than an Authorised User.
- 8.6. 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 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.

## **B. OPEN ACCESS PUBLISHING**

### **10. Terms of Publication**

- 10.1. In consideration of the Publishing Fee and subject to the terms of this Agreement, the Publisher agrees that the Article Publishing Charges in respect of any Qualifying Article submitted by a Qualifying Author to be published in an Open Select Journal shall be included under the Publishing Fee and not paid separately by the author or an Institution. For the avoidance of doubt, any Qualifying Articles to be published in any Taylor & Francis journal except the Expert Opinions and Expert Reviews collections.
- 10.2. The total number of Qualifying Articles included under Clause 10.1 will be according to the Publication Allowance.
- 10.3. The Organisation acknowledges that, before an article by a Qualifying Author will be accepted for publication:
- 10.3.1. such article must be submitted, peer reviewed and accepted in accordance with the Open Access Workflow; and
  - 10.3.2. 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 6 or as amended or varied by the Publisher from time to time.
- 10.4 The Organisation acknowledges that all Qualifying Articles will be made available under a Creative Commons Licence. Qualifying Authors will have the option to choose between a CC BY, CC BY-NC or CC BY-NC-ND licence, if offered by the journal to which the article has been submitted, the latest versions of which can be found at <https://creativecommons.org/licenses>

## 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.

## 12. Organisation's Responsibilities (Licensed Materials)

12.1. The Organisation shall:

- 12.1.1. notify the Institution of the terms and conditions of this Agreement and take all reasonable steps to protect the Licensed Materials from unauthorised use or other breach of this Agreement;
- 12.1.2. use reasonable endeavours to monitor compliance and, immediately upon becoming aware of any unauthorised access to or use of the Licensed Materials, or any other breach of security regarding the Online Services or the Licensed Materials that comes to its attention, inform the Publisher and take all reasonable and appropriate steps to: (i) promptly and fully investigate such breach for the purpose of identifying, mitigating, and remedying the breach to ensure as far as reasonably possible that the relevant activity ceases and to prevent any recurrence; (ii) keep the Publisher informed about the investigation and its status and assist the Publisher to identify any breaching Authorised User; and (iii) if the Organisation considers it appropriate, take steps against the individual(s) concerned in accordance with Organisation's disciplinary procedures;
- 12.1.3. issue passwords and/or other access information only to Authorised Users and use all reasonable endeavours to ensure that Authorised Users do not divulge their passwords or other access information to any third party;
- 12.1.4. provide the Publisher, within thirty (30) days of the date of this Agreement, with the information sufficient to enable the Publisher to provide access to the Licensed Material in accordance with its obligation under Clause 7.1.. Should the Organisation make any significant change to such information, it will timely notify the Publisher;
- 12.1.5. keep full and up-to-date records of all Authorised Users and their access details and provide the publisher with details of such additions, deletions or other alterations to such records as are necessary to enable the Publisher to provide Authorised Users with access to the Licensed Materials as contemplated by this Agreement;

12.1.6. provide complete information on its print or online holdings and demographic information (i.e. student FTE) required by the Publisher for pricing purposes (only if applicable) at the time of signing this Agreement, and promptly provide any updates to such information no more frequently than annually.

12.2. If, in the Publisher's reasonable opinion, the Organisation has committed a material breach of its obligations in Clause 12.1.2, including by systematically and/or repeatedly failing to prevent recurrence of a relevant activity contrary to its obligations, and the Organisation has failed to remedy such material breach following fifteen (15) days' written notice from the Publisher, the Publisher shall be entitled (without prejudice to any other right or remedy available to it) to suspend the Organisation's, Institution's and/or the Authorised User's access to the Licensed Materials until such time as the breach has been remedied. In such event, the Publisher shall notify the Organisation of its reasons for such suspension in writing.

### **13. Publication Allowance**

13.1. In the event that the Publication Allowance is not used in full in any Subscription Year or the Term, a maximum of 10% of the annual value will be rolled over into any subsequent Subscription Year. Further, the Publisher shall have no liability or other obligations to the Organisation or Institution in relation to the unused Publication Allowance, including but not limited to making a refund equivalent to any unused APCs or increased the Publication Allowance in subsequent Subscription Years beyond what has been agreed and set out in Schedule 6.

13.2. Subject to Clause 13.3, in the event of the Publication Allowance being reached in any Subscription Year if a Qualifying Author chooses to publish on an Open Access Basis, they shall be liable to the Publisher for any additional APCs above the Publication Allowance. In this event, the Publisher will invoice the author for the APC directly, in the usual way. For the avoidance of doubt, the Qualifying Author shall have no obligation to publish on an Open Access Basis once the Publication Allowance has been reached and may instead decide to publish their Qualifying Article on a Subscription Basis, in which case no APC shall be due by the author to the Publisher.

13.3. The Institutions shall have the option to "opt out" of the provisions of Clause 13.2 above, so that any additional APCs over the Publication Allowance are paid by the Institution. The Institution shall notify the Publisher in writing of its intention to opt out of Clause 13.2 within thirty (30) days of this Agreement or within thirty (30) days of the beginning of each Subscription Year. In this event, the Institutions shall be liable for any additional APCs above the Publication Allowance which shall be invoiced by the Publisher at the end of the Subscription Year at the prevailing APC rates. The Institution shall pay such additional amounts within sixty (60) days of invoice.

13.4. The Organisation is under no obligation to publish any additional Qualifying Articles above the Publication Allowance.

13.5. In the event that the Organisation or Institution indicates that they do not want an article by a Qualifying Author to be deemed a Qualifying Article whose APC is paid by the Publishing Fee, they shall reject the Qualifying Article in the Research Dashboard. In this event, the

Publisher shall invoice the author directly for the APC in the usual way and that article shall not be counted towards the Publication Allowance.

- 13.6. The Publication Allowance shall be recalculated in the event that the number of Institutions changes in accordance with Schedule 1. If a new Institution joins, the percentage by which the total spend increases shall be the percentage by which the Publication Allowance will be increased. For example, if the overall Read & Publish Fee increases by ten percent (10%) from new Institution(s) joining, then the Publication Allowance will also increase by ten percent (10%).
- 13.7. Any relating to Qualifying Articles that would not be eligible for publication under the Publication Allowance for any reason shall be paid for by the author or their funder in the usual way in accordance with the terms of that journal or platform. This includes but is not limited to the APCs for articles submitted to any of the Publisher's journals or platforms (including f1000research.com) that are not Open Select Journals.

#### **14. Organisation's Responsibilities (Open Access Publishing)**

- 14.1. The Organisation shall ensure that the Institutions shall inform Qualifying Authors that this Agreement is in place and that their Qualifying Articles can be made available on an Open Access Basis on acceptable in an Open Select Journals.
- 14.2. The Organisation shall ensure that the Institutions ensure that Qualifying Authors shall identify themselves as being eligible and shall verify the eligibility of a Qualifying Author in the course of the Open Access Workflow.

### **C. GENERAL**

#### **15. Fees and Payment**

- 15.1. 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.
- 15.2. The Organisation will pay the Read & Publish Fees annually and in advance for the duration of the Agreement.
- 15.3. 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.

- 15.4. Without prejudice to any other rights and/or remedies available to it, the Publisher reserves the right to charge the Organisation (and the Organisation undertakes to pay on demand):
- 15.4.1. interest on outstanding and overdue amounts at 3% per annum above HSBC's base rate (from time to time) from the date of the invoice to the date payment is made in full;
  - 15.4.2. an amount equivalent to all reasonable costs and expenses (including legal fees and collection agency commission) suffered or incurred by the Publisher in connection with the recovery of overdue amounts from the Organisation; and
  - 15.4.3. an administration fee of £120 plus value added tax for internal management and staff overhead time in dealing with the recovery of overdue amounts from the Organisation.

## 16. Term & Termination

- 16.1. 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 16.3 below.
- 16.2. 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.
- 16.3. In addition to automatic termination under Clause 16.2 above, this Agreement shall be terminated:
- 16.3.1. 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;
  - 16.3.2. if the Organisation, an Institution or an Authorised User commits a material or persistent breach of any term of this Agreement; or
  - 16.3.3. by the Publisher, if the Organisation commits a material and/or persistent infringement of the copyright or other Intellectual Property Rights in the Licensed Materials or breaches the provisions of Clause 3 (in respect of usage rights), Clause 6 (in respect of prohibited uses), or Clause 12.1.2 (in respect of its obligations upon becoming aware of any unauthorised access to or use of the Licensed Materials), and fails to remedy the breach (if capable of remedy) within fifteen (15) days of notification in writing by the Publisher;

- 16.3.4. by the Publisher, if the Organisation commits a material or persistent breach of any term of this Agreement (other than those set out in Clause 16.3.3 above) and fails to remedy the breach (if capable of remedy) within sixty (60) days of notification in writing by the Publisher;
  - 16.3.5. 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.
- 16.4. 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.

## 17. Confidentiality

17.1. Each Party ("**Receiving Party**") undertakes to:

- 17.1.1. maintain as secret and confidential all know-how and other technical or commercial information ("**Confidential Information**") obtained directly or indirectly from the other Party ("**Disclosing Party**") in the course of or in anticipation of this Agreement;
- 17.1.2. use the Confidential Information exclusively for the purposes of this Agreement; and
- 17.1.3. only disclose the Confidential Information to those of its employees, contractors and sub-licensees (if any) reasonably necessary for the purposes of this Agreement; and
- 17.1.4. maintain the confidentiality of any data relating to the usage of the Licensed Materials by the Organisation and its Authorised Users. Such data may be used solely for purposes directly related to the Licensed Materials and may only be provided to third parties in aggregate form. Raw usage data, including but not limited to information relating to the identity of specific users and/or uses, shall not be provided to any third parties

17.2. The provisions of Clause 17.1 shall not apply to Confidential Information which the Receiving Party can demonstrate:

- 17.2.1. was, prior to its receipt from the Disclosing Party, in the possession of the Receiving Party and at its free disposal; or
- 17.2.2. is subsequently disclosed to the Receiving Party without any obligations of confidence by a third party who has not derived it directly or indirectly from the Disclosing Party; or
- 17.2.3. is or becomes generally available to the public through no act or default of the Receiving Party or its agents, employees, affiliates or sub-licensees; or
- 17.2.4. the Receiving Party is required to disclose to the courts of any competent jurisdiction, or to any government regulatory agency or financial authority,



provided that the Receiving Party shall, where lawful (i) inform the Disclosing Party as soon as is reasonably practicable; and (ii) at the Disclosing Party's request and cost seek to persuade the court, agency or authority to have the information treated in a confidential manner, where this is possible under the court, agency or authority's procedures.

- 17.3. The Receiving Party shall procure that all of its employees, contractors and sub-licensees who have access to any Confidential Information, shall have entered into written undertakings of confidentiality at least as restrictive as those set out in this Clause 17.

## 18. Data protection

- 18.1. 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).
- 18.2. 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.
- 18.3. 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.
- 18.4. 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.
- 18.5. 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.

## 19. Limitation of Liability

- 19.1. 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.

- 19.2. 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.
- 19.3. 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.
- 19.4. 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.
- 19.5. 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.
- 19.6. 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) (collectively, "Claims") arising out of any legal action taken against the Organisation claiming that the use of the Licensed Materials as contemplated by this Agreement infringes any proprietary or Intellectual Property Rights of a third party. This indemnity shall not apply if the Organisation has amended the Licensed Materials in any way not permitted by this Agreement.
- 19.7. In relation to any claim made or action brought to which Clause 19.6 applies, the Organisation shall:
- 19.7.1. promptly give the Publisher written notice of any claim against it in respect of which it wishes to rely on the indemnity at Clause 19.6;
  - 19.7.2. give the Publisher immediate and complete control of the defence and settlement of such claim;
  - 19.7.3. give the Publisher all reasonable assistance with the defence and settlement of such claim, at their own cost; and
  - 19.7.4. not, without prior consultation with the Publisher, make any admission relation to the claim or attempt to settle it.
- 19.8. The Organisation shall indemnify the Publisher against all Claims or other liability incurred by the Publisher in respect of any infringement or material breach of the Organisation's representations, warranties, covenants or other obligations made herein.
- 19.9. No indemnity obligation shall exist with respect to an indemnity Claim that arises from a non-indemnifying party's gross negligence, wilful misconduct or breach of this Agreement.

## **20. 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.

## **21. 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.

## **22. 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.

## **23. 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.

## **24. 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.

## **25. 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.

## **26. 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.

## Schedule 1 – Institutions

Acronym	Institution	IP Ranges
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## Schedule 2 – Licensed Materials

### Social Sciences & Humanities Library:

(...)

### Science and Technology Library:

(...)

### Schedule 3 – Open Access Workflow

1. Author submits article via the standard submission process on Taylor & Francis Online.
2. Peer Review of the article:
  - a) Rejection: T&F informs Author;
  - b) Acceptance
    - Corresponding author identified as affiliated to an Institute (Schedule A). This will happen at acceptance (as the manuscript enters the Production system) and will be by either email domain or by Organisation name (as included in the list specified in Schedule A). The identification of authors is dependent on them entering this information at submission (using Institution's email address or entering the Institute name as Organisation).
    - Organization will be informed and will verify the eligibility of an article as quickly as possible to ensure the timely production and publication.
3. Accepted article metadata feeds into the Research Dashboard. Each institution is able to log into their Research Dashboard account and verify the eligibility of the article to be published open access under this agreement.
4. 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.
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## General

Publisher is keen to work with Organisation to advocate open access publishing and promote this agreement to researchers within CSIC. 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

<CC BY OPEN ACCESS LICENCE TO PUBLISH TAYLOR & FRANCIS JOURNAL>

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- I confirm that I have read and accept my author warranties.



- I confirm that I have read and agree to comply with Taylor & Francis' [policy on publishing ethics](#)

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Signed: ..... Name (Print): .....

Position ..... Date: .....

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**LICENCE TO PUBLISH: TERMS & CONDITIONS**

**DEFINITION**

- Your article is defined as comprising (a) your Accepted Manuscript (AM) in its final form; (b) the final, definitive, and citable Version of Record (VoR) including the abstract, text, bibliography, and all accompanying tables, illustrations, data, and media; and (c) any supplemental material hosted by Taylor & Francis. This licence and these Terms & Conditions constitute the entire agreement and the sole understanding between you and us ('agreement'); no amendment, addendum, or other communication will be taken into account when interpreting your and our rights and obligations under this agreement, unless amended by a written document signed by both of us.

**TAYLOR & FRANCIS' RESPONSIBILITIES**

- If deemed acceptable by the Editors of the Journal, we shall prepare and publish your article in the Journal. We may post your accepted manuscript as free-to-access in advance of the formal publication of the Version of Record (VoR). We shall publish the VoR in the Journal on an Open Access basis, viz., to be made freely available online with no subscription fee or article-pay-to-view fee or any other form of access fee or any publication embargo being applied,. We reserve the right to make such editorial changes as may be necessary to make the article suitable for publication or

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### **YOUR RIGHTS AS AUTHOR**

7. These rights are personal to you, and your co-authors, and cannot be transferred by you to anyone else. You assert and retain the following rights as author(s):
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### **WARRANTIES MADE BY YOU AS AUTHOR**

7. You warrant that:
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  - ii. You have been authorized by all such co-authors to sign this agreement as agent on their behalf, and to agree on their behalf the priority of the assertion of copyright and the order of names in the publication of the article.
  - iii. The article is your original work, apart from any permitted third-party copyright material you include, and does not infringe any intellectual property rights of any other person or entity and cannot be construed as plagiarizing any other published work, including your own published work.
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  - v. The article contains no content that is abusive, defamatory, obscene, fraudulent, nor in any way infringes the rights of others, nor is in any other way unlawful or in violation of applicable laws.
  - vi. Research reported in the article has been conducted in an ethical and responsible manner, in full compliance with all relevant codes of experimentation and legislation. All articles which report *in vivo*

experiments or clinical trials on humans or animals must include a written statement in the Methods section that such work was conducted with the formal approval of the local human subject or animal care committees, and that clinical trials have been registered as applicable legislation requires.

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

#### GOVERNING LAW

8. This agreement (and any dispute, proceeding, claim or controversy in relation to it) is subject to English law and the parties hereby submit to the non-exclusive jurisdiction of the Courts of England and Wales.

**THIRD PARTY ACCESS & USAGE TERMS & CONDITIONS FOR OPEN ACCESS CONTENT RIGHTS ARE GIVEN AT <http://www.tandfonline.com/page/terms-and-conditions>**

### Schedule 5 – Library Premises

#### CONSORTIAL LICENSE

The License granted hereunder is a consortial license, a "Consortium" being any group of related or unrelated institutions/agencies/libraries who may or may not share administrative structure, networks or IP address ranges, but would like to negotiate a group price on individual subscriptions.

The Consortium licensed hereunder is as follows:

Description of consortium: The Spanish National Research Council (CSIC) is a State Agency for scientific research and technological development that has a separate legal personality, its own patrimony and treasury, functional and managerial autonomy, and indefinite duration

Licensed premises: Calle Serrano, 117, 28006 Madrid, Spain

IP ranges/addresses: see Schedule 1, Institutions

### Schedule 6 – Fees and Additional Commercial Terms

	2024	2025	2026
Gold OA publications	6	6	6
APC rate	€ 1.648,00	€ 1.697,44	€ 1.748,36
<b>SUB TOTAL GOLD OA</b>	<b>€ 9.888,00</b>	<b>€ 10.184,64</b>	<b>€ 10.490,18</b>
Open Select publications	40	42	45
APC rate	€ 2.714,22	€ 2.795,65	€ 2.879,52
<b>SUB TOTAL HYBRID OA</b>	<b>€ 108.568,80</b>	<b>€ 117.417,16</b>	<b>€ 129.578,22</b>
<b>SUB TOTAL PUBLICATION FEE</b>	<b>€ 118.456,80</b>	<b>€ 127.601,80</b>	<b>€ 140.068,40</b>
<b>SUB TOTAL DATABASE FEE</b>	<b>€ 13.737,73</b>	<b>€ 8.558,56</b>	<b>€ 176,77</b>
<b>TOTAL</b>	<b>€ 132.194,53</b>	<b>€ 136.160,36</b>	<b>€ 140.245,17</b>
Gold OA APCs	9	9	9
unit cost	€ 1.648,00	€ 1.697,44	€ 1.748,36
total value	€ 14.832,00	€ 15.276,96	€ 15.735,27
<b>GRAND TOTAL</b>	<b>€ 147.026,53</b>	<b>€ 151.437,32</b>	<b>€ 155.980,44</b>

#### A. Additional Commercial Terms

- i. Invoicing for the Read & Publish Fees will be done in December preceding the subsequent volume year, eg December 2023 for the 2024 Volume Year.
- ii. Perpetual rights are not included for any Licensed Materials. Therefore, there will be no post cancellation access rights to any Licensed Materials.
- iii. Previously acquired perpetual rights are unaffected by this agreement
- iv. Read access is given back to 1997, where available
- v. The Read & Publish Fees include read access to the titles listed in Schedule 2 for all institutions listed in Schedule 1.
- vi. Any Open Access publishing over the Read & Publish Fees will be billed at the year at prevailing APC rates.
- vii. The Organisation is under no obligation to publish additional Open Access articles above the equivalent amount of the Read & Publish Fees.
- 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

### Schedule 7 – Publishing Rights

For journals eligible for publishing rights in this agreement, please refer to the [Taylor & Francis Online Journal Finder](#).

**THIS AGREEMENT** has been entered into on the date stated at the beginning of it.

Signed by

.....

VP Commercial Lead EMEA

for and on behalf of

**INFORMA UK LIMITED TRADING AS  
TAYLOR & FRANCIS GROUP**

Signed by

.....

Vicepresidente Organización y Relaciones  
Institucionales

for and on behalf of **CSIC**