Read and Publish Agreement

between

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and

2. BIBSAM CONSORTIUM, National Library of Sweden, Box 5039, 102 41 Stockholm, Sweden ("the Licensee" and “the Member Institution”)

Agreement dated: 08/12/2020

Part 1 – Reading element
Part 2 – Publishing element
Part 1: Reading element.

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**PUBLISHING FEE:** See Schedule 1

**THE TERM:** 1st Jan 2021 to 31st Dec 2021 (“the Subscription Period”)

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8.1 The Publisher shall:

8.1.1 provide the Member Institution, within 30 days of the date of this Agreement, with information sufficient to enable the Member Institution to link to our Open Access Membership web page.

8.1.2 use reasonable endeavours to ensure that the Server has adequate capacity and bandwidth to support the usage of the Member Institution at a level commensurate with the standards of availability for information services of similar scope operating via the World Wide Web, as such standards evolve from time to time over the term of this Agreement.

8.2 The Publisher reserves the right at any time to withdraw from the Web Site any item or part of an item for which it no longer retains the right to publish, or which it has reasonably
grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable.

8.3 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 ON THE WEB SITE, MERCHANTABILITY OR FITNESS OF USE FOR A PARTICULAR PURPOSE. THE MEMBER WEB PAGE AND THE WEB SITE ARE SUPPLIED 'AS IS'.

8.4 EXCEPT AS PROVIDED IN THIS AGREEMENT UNDER NO CIRCUMSTANCES SHALL THE PUBLISHER BE LIABLE TO THE MEMBER INSTITUTION OR ANY OTHER PERSON, INCLUDING BUT NOT LIMITED TO ELIGIBLE USERS, FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER ARISING OUT OF THE INABILITY TO USE, OR THE USE OF, THE WEB SITE. IRRESPECTIVE OF THE CAUSE OR FORM OF ACTION, THE PUBLISHER'S AGGREGATE LIABILITY FOR ANY CLAIMS, LOSSES, OR DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT SHALL IN NO CIRCUMSTANCES EXCEED THE FEE PAID BY MEMBER INSTITUTION TO THE PUBLISHER UNDER THIS AGREEMENT IN RESPECT OF THE SUBSCRIPTION PERIOD DURING WHICH SUCH CLAIM, LOSS OR DAMAGE OCCURRED. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES. REGARDLESS OF THE CAUSE OR FORM OF ACTION, THE MEMBER INSTITUTION MAY BRING NO ACTION ARISING FROM THIS AGREEMENT MORE THAN TWELVE (12) MONTHS AFTER THE CAUSE OF ACTION ARISES.

9 MEMBER INSTITUTION'S UNDERTAKINGS

9.1 The Member Institution undertakes to promote the benefits of the Agreement to their faculty staff and researchers, who are Eligible Authors, this could be done through the institution’s library portal, intranet, newsletters, emails, social media, or other preferred communications of the Member Institution, where applicable, or Eligible Authors could be referred direct to the Publisher’s Web Site for further information should this be deemed necessary by the Member Institution.

9.2 The Member Institution shall, in consideration for the benefits that qualify under this Agreement, pay the Fee within thirty (30) days of receipt of invoice, and if applicable, prior to each subsequent Subscription Period and receipt of such payment shall be a condition of this Agreement coming into effect. For the avoidance of doubt, the Fee shall be exclusive of any sales, use, value added or similar taxes and the Member Institution shall be liable for any such taxes in addition to the Fee.

10 UNDERTAKINGS BY BOTH PARTIES

10.1 Each party shall use its best endeavours to safeguard the intellectual property, confidential information and proprietary rights of the other party.
11 TERM AND TERMINATION

11.1 In addition to automatic termination (unless renewed) under clause 2.4, this Agreement shall be terminated:

11.1.1 if the Member Institution wilfully defaults in making payment of the Fee as provided in this Agreement and fails to remedy such default within thirty (30) days of notification in writing by the Publisher;

11.1.2 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 thirty (30) days of notification in writing by the Member Institution;

11.1.3 if the Member Institution commits a wilful material and persistent breach of the Publisher’s copyright or other intellectual property rights;

11.1.4 if either party becomes insolvent or becomes subject to receivership, liquidation or similar external administration.

11.2 On termination all rights and obligations of the parties automatically terminate.

11.3 On termination of this Agreement by the Member Institution for cause, as specified in clause 10.1.2 above, the Publisher shall forthwith refund the proportion of the Fee that represents the paid but un-expired part of the Subscription Period.

12 GENERAL

12.1 This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter of this Agreement, whether oral or written.

12.2 Alterations to this Agreement and to the Schedules to this Agreement are only valid if they are recorded in writing and signed by both parties.

12.3 This Agreement may not be assigned by either party to any other person or organisation, nor may either party sub-contract any of its obligations, except as provided in this Agreement in respect of the management and operation of the Server, without the prior written consent of the other party, which consent shall not unreasonably be withheld.

12.4 If rights in all or any part of the Membership are assigned to another publisher, the Publisher shall use its best endeavours to ensure that the terms and conditions of this Agreement are maintained.

12.5 Any notices 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 service of notices. All such notices shall be deemed to have been received within fourteen (14) days of posting.

12.6 Neither party’s delay or failure to perform any provision of this Agreement, as result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) shall be deemed to be, or to give rise to, a breach of this Agreement.
12.7 The invalidity or un-enforceability of any provision of this Agreement shall not affect the continuation or enforceability of the remainder of this Agreement.

12.8 Either party's waiver, or failure to require performance by the other, of any provision of this Agreement will not affect its full right to require such performance at any subsequent time, or be taken or held to be a waiver of the provision itself.

12.9 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 License will be subject to and within the jurisdiction of the courts of England.

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

FOR THE PUBLISHER: THE ROYAL SOCIETY

Name (in block capitals): [Redacted] Date: ______________

Position / Title: PUBLISHING DIRECTOR

Signature: ______________________

FOR THE MEMBER INSTITUTION:

Name (in block capitals): ______________ Date: ______________

Position / Title: ______________________

Signature: ______________________
SCHEDULE 1
LICENSED MATERIALS SUBSCRIPTION PERIOD AND ACCESS METHOD

A schedule dated 08/12/2020 to the Licence dated 08/12/2020 between THE ROYAL SOCIETY and BIBSAM Consortium

THE LICENSED MATERIALS

List of Licensed Material, for each item list title, initial Subscription Period, including where relevant the start date and end date, format and Fee for the initial Subscription Period. If back files are provided free of charge as part of the Licence, these should be listed specifically.

<table>
<thead>
<tr>
<th>Title/Package</th>
<th>Subscription Period</th>
<th>Format</th>
<th>Reading Fee</th>
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<td>Online</td>
<td>Negotiated</td>
</tr>
</tbody>
</table>

Reading Fee:
+Publishing Fee:
=Total Read & Publish price:

ACCESS METHOD

☒ Authentication via IP address

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

FOR THE PUBLISHER: THE ROYAL SOCIETY

Name (in block capitals):  
Date: ______________

Position / Title: PUBLISHING DIRECTOR

Signature: ______________________

FOR THE LICENSEE:

Name (in block capitals):  
Date: ______________

Position / Title:  
Signature: ______________________

National Library of Sweden Reference Number KB 2020-1127
Contact name:  
**SCHEDULE 2**

**LIBRARY PREMISES**

A schedule dated 08/12/2020 to the Licence dated 08/12/2020 between THE ROYAL SOCIETY and BIBSAM Consortium

Licensee’s main library name & address, IP addresses/ranges, contact:

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<thead>
<tr>
<th>Member</th>
<th>Contact person</th>
<th>Cost price €</th>
<th>IP address list</th>
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<td>Naturhistoriska Riksmuseet</td>
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</tr>
</tbody>
</table>

*National Library of Sweden Reference Number KB 2020-1127*

*Contact name: [Redacted]*
AS WITNESS the hands of the duly authorized representatives of the parties the day and year below first written

FOR THE PUBLISHER: THE ROYAL SOCIETY

Name (in block capitals): [Redacted] Date: __________

Position / Title: PUBLISHING DIRECTOR

Signature: ______________________

FOR THE LICENSEE:

Name (in block capitals): ___________ Date: __________

Position / Title: _________________

Signature: ______________________

National Library of Sweden Reference Number KB 2020-1127
Contact name: [Redacted]