DATED 29th JUNE 2020

MDPI

-and-

JISC SERVICES LIMITED

(OPERAATING AS JISC COLLECTIONS)

____________________________________________________________________

MDPI INSTITUTIONAL OPEN ACCESS PROGRAM (IOAP) AGREEMENT
THIS AGREEMENT is made 29th June 2020

BETWEEN: MDPI, a company whose registered office is at St. Alban-Anlage 66, 4052 Basel, Switzerland (“Publisher”)

AND JISC SERVICES LIMITED (OPERATING AS JISC COLLECTIONS) (Company Number 2881024), a company limited by guarantee incorporated in England and Wales whose registered office is at 4 Portwall Lane, Bristol BS1 6NB (“Jisc Collections”)

BACKGROUND

1. MDPI is offering participation in its Institutional Open Access Program (“IOAP”).

2. Jisc Collections, a wholly owned subsidiary of Jisc, a company limited by guarantee incorporated in England and Wales (company number 05747339) carries on with a mandate from the UK funding bodies the businesses of (1) establishing, managing and providing access to the UK learning community and acquiring and granting licences for access and use of learning material for the advancement and benefit of the UK learning community; and (2) acquiring and granting licences for access and use of electronic resources for the community of bodies and institutions engaged in the provision or support of education, learning and/or research in the UK and elsewhere in the world.

3. Jisc Collections has developed an online ordering service: ‘Licence Subscriptions Manager’, whereby nominated persons can place, order, and manage subscriptions online on behalf of their institution, which will be used in connection with this Agreement.

4. The offer for IOAP participation was negotiated and agreed between the Publisher and Jisc Collections.

5. The parties are desirous of reaching agreement to make IOAP participation available to Institutions (as hereafter defined) and their users against a set price and on terms and conditions as set out in the Participation Contract (as hereafter defined).

IT IS AGREED AS FOLLOWS

1. DEFINITIONS

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

"Institutions" means the institutions identified in Schedule 2.

"Licence Subscriptions Manager" means the online subscription ordering service developed by Jisc Collections, or any such service as may replace Licence

Jisc Collections MDPI OA Membership Dec 2022
"Offer" means the offer as set out in Schedule 1.

"Order and Acceptance Form" means the form used by Jisc Collections as part of Licence Subscriptions Manager. A sample copy of the form is attached to the Participation Contract.

"Participating Institution" means an Institution that has completed the Order and Acceptance Form and has accepted the terms and conditions of the Participation Contract for the term of the relevant Participation Contract.

"Participation" means participation in IOAP.

"Participation Contract" means the Participation Contract as attached in Schedule 3.

1.2 Headings contained in this Agreement are for reference purposes only and shall not be deemed to be an indication of the meaning of the clause to which they relate.

1.3 Where the context so implies, words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.

1.4 Where not otherwise defined in Clause 1.1, definitions in Schedule 3 (Participation Contract) shall apply equally to this Agreement.

2. AGREEMENT

2.1 In consideration for the Publisher agreeing to Participation by Participating Institutions on the basis of the Offer and the terms of this Agreement and the Participation Contract, Jisc Collections agrees to promote the Offer to the Institutions.

2.2 The terms of this Agreement and of each Participation Contract, any agreed discounts and the actual paid APCs, can be made public by the Publisher, by Jisc Collections and any Participating Institution.
3. RESPONSIBILITIES OF THE PUBLISHER

3.1 The Publisher agrees to provide Participating Institutions with the services and discounts provided for in the Offer and Participation Contract.

3.2 Subject to securing any necessary permissions, licences or consents the Publisher agrees to join and maintain membership of the Open Access Scholarly Publishers Association (https://oaspa.org/membership/membership-criteria/).

4. RESPONSIBILITIES OF JISC COLLECTIONS

4.1 Jisc Collections agrees to:

4.1.1 promote and publicise the Offer to the Institutions via closed mailing lists and a restricted section on a by Jisc Collections designated web site;

4.1.2 provide the Licence Subscriptions Manager service by which Institutions can enter into the Participation Contract;

4.1.3 collect and save the details of the Institutions as part of Licence Subscriptions Manager and after acceptance of the terms and conditions of the Participation Contract by such Institutions, Jisc Collections will notify the Publisher of the order and the acceptance of the terms and conditions of the Participation Contract by Participating Institutions.

4.2 Jisc Collections may, through the Jisc Publications Router service, distribute metadata and content files of articles published by the Publisher to Participating Institutions participating in the Jisc Publications Router service for immediate exposure on their open repositories, subject to the terms and conditions of the Publications Router Service Agreement for Open Access Publishers between Jisc Collections and the Publisher. Authors and Participating Institutions may (in addition to all other CC-BY rights, which are not affected by this clause) in any case archive, under the CC-BY licence, the published version of the publication as soon as it has been published by the Publisher in any repository or website.

5. TERM AND TERMINATION

5.1 The term of this Agreement will be for thirty (30) months, which begins on 1st July 2020 and will remain in full force and effect until 31st December 2022 unless terminated earlier as provided for in this Clause 5.

5.2 Any party may terminate this Agreement at any time on the material or persistent breach by the other of any obligation on its part under this Agreement by serving a written notice on the other identifying the nature of the breach. The termination will become effective thirty days after receipt of the written notice unless during the relevant period of thirty (30) days the defaulting party remedies the breach forthwith by written notice to the other party.

5.3 This Agreement may be terminated by Jisc Collections on written notice if the Publisher becomes insolvent, admits insolvency or a general inability to pay its
debts as they become due, has appointed a receiver or administrative receiver over it or over any part of its undertaking or assets, passes a resolution for winding up other than a bona fide plan of solvent amalgamation or reconstruction, files a petition for protection under any applicable bankruptcy code, or has filed against it or becomes subject to an insolvent petition in bankruptcy or an order to that effect.

6. **FORCE MAJEURE**

6.1 Either party’s failure to perform any term or condition of this Agreement as result of circumstances beyond the control of the relevant party (including without limitation, war, strikes, flood, governmental restrictions, and power, telecommunications or Internet failures or damages to or destruction of any network facilities) ["Force Majeure"] shall not be deemed to be, or to give rise to, a breach of this Agreement.

6.2 If either party to this Agreement is prevented or delayed in the performance of any of its obligations under this Agreement by Force Majeure and if such party gives written notice thereof to the other party specifying the matters constituting Force Majeure together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue, then the party in question shall be excused the performance or the punctual performance as the case may be for so long as such cause of prevention or delay shall continue.

7. **ASSIGNMENT**

7.1 Except as permitted for under this Agreement, neither this Agreement nor any of the rights and obligations under it may be sub-contracted, assigned or novated by either party without obtaining the prior written consent of the other party. The Publisher hereby consents to any assignment or novation by Jisc Collections to a legal entity set up to perform the obligations and enjoy the benefits of Jisc Collections.

8. **GOVERNING LAW AND DISPUTE RESOLUTION**

8.1 This Agreement 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 Agreement will be subject to and within the jurisdiction of the English courts.

8.2 The parties agree to use best efforts to resolve disputes in an informal manner, by decision of the Managing Director of the Publisher and the Chief Executive Officer of Jisc Collections. Where the parties agree that a dispute arising out or in connection with this Agreement would best be resolved by the decision of an expert, they will agree upon the nature of the expert required and together appoint a suitable expert by agreement.

8.3 Any person to whom a reference is made under Clause 8.2 shall act as expert and not as an arbitrator and his decision (which shall be given by him in writing
and shall state the reasons for his decision) shall be final and binding on the parties except in the case of manifest error or fraud.

8.4 Each party shall provide the expert with such information and documentation as he may reasonably require for the purposes of his decision.

8.5 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.

9. NOTICES

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

if to Jisc Collections: Caren Milloy
Director of Licensing
Jisc Collections
15 Fetter Lane
London EC4A 1EW
Caren.milloy@jisc.ac.uk

if to the Publisher: Pablo Velazquez
MDPI AG
Avenida Madrid, 95
08028 Barcelona
Spain
pablo.velazquez@mdpi.com

10. GENERAL

10.1 This Agreement, its Schedules and Annexes constitute the entire agreement between the parties and supersede all prior communications, understandings and agreements (whether written or oral) relating to its subject matter and may not be amended or modified except by agreement of both parties in writing. This Agreement does not terminate, amend or otherwise affect any Jisc Publications Router Service Agreement for Open Access Publishers between Jisc Collections and the Publisher (if applicable) except to the extent expressly stated in this Agreement.

10.2 The Schedules and Annexes shall have the same force and effect as if expressly set in the body of this Agreement and any reference to this Agreement shall include the Schedules and Annexes.

10.3 Nothing in this Agreement shall be construed to create any relationship of partnership, agency or employment between any of the parties.

10.4 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary
to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

10.5 The rights of the parties arising under this Agreement shall not be waived except in writing. Any waiver of any of a party’s rights under this Agreement or of any breach of this Agreement by the other party shall not be construed as a waiver of any other rights or of any other or further breach. Failure by either party to exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

10.6 The parties will comply with all applicable laws and regulations relating to anti-corruption and anti-bribery. The parties represent and affirm that no bribes or corrupt actions have or will be offered, given, received or performed in relation to the procurement or performance of this Agreement. For the purposes of this clause, “bribes or corrupt actions” means any payment, gift, or gratuity, whether in cash or kind, intended to obtain or retain an advantage, or any other action deemed to be corrupt under the applicable country laws. Jisc Collections will not, directly or indirectly, make any such payment while this Agreement is in effect.
## SCHEDULE 1: OFFER

**Detailed Document**  
2020 Jisc Collections Open Access /Infrastructure Agreement

<table>
<thead>
<tr>
<th>Target group:</th>
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### Publisher/Supplier:
- Full legal name and registered address
- MDPI AG  
  St. Alban-Anlage 66  
  4052 Basel  
  Switzerland

### Status
- Commercial

### Product Name:
- Institutional Open Access Program (IOAP)

### Agreement Name:
- MDPI Institutional Open Access Program Agreement

### Agreement Description:
- An agreement to provide discounts for open access publishing to UK universities along with data about submitted and published articles

### PART A: The Offer

#### 1. Proposal Information

<table>
<thead>
<tr>
<th>Term:</th>
<th>2.5 years</th>
</tr>
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<tbody>
<tr>
<td>Start and End date:</td>
<td>01 July 2020 to 31 December 2022</td>
</tr>
<tr>
<td>Proposal type:</td>
<td>Institutional OA publishing activity</td>
</tr>
</tbody>
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**Eligible Institutions/group:** Research institutions

**Plan S:** Plan S compliant, Creative Commons CC BY licenses only ([https://www.mdpi.com/openaccess](https://www.mdpi.com/openaccess)) with no embargoes and transparent APCs ([https://www.mdpi.com/apc](https://www.mdpi.com/apc))

**Fees and charges:**  
APC charges for MDPI journals are available at [https://www.mdpi.com/apc](https://www.mdpi.com/apc). This page also details how the APC goes towards covering costs of various service
functions (following the recommendations of the Fair Open Access Alliance).

There are no membership charges, minimum or maximum spending limits as part of the agreement. The scheme entitles authors from participating institutions to a 10% discount on APCs for all accepted articles. Only one discount through an IOAP scheme is permitted per paper, and the discount cannot be combined with other available discounts (e.g., discount vouchers, or society membership discounts).

**HE Jisc Bands: Will the agreement be priced according to Jisc Bands?**
Since there are not participation charges, JISC bands do not apply to this scheme.

**Quotation:** Provided by the publisher/supplier OR Jisc Collections
There will be no charge for the scheme, so a quotation is not required. The publisher can provide data of papers published by UK authors if required to estimate total amounts spent.

**New titles: For unlimited publishing proposals, will these be automatically be added to the agreement?** Yes / No (if no, please explain why and the fees involved)
Yes

**Cost increase per annum (%):** There will be no change in the cost of the agreement and no participation fee will be introduced in the future (except where there is a substantial change in the benefits of the scheme)

**Currency:** APCs are charged in Swiss Francs (CHF), however fixed prices for APCs are not within the scope of the scheme.

**Invoicing:**
- The Publisher/Supplier will invoice

### 2. Licensed Coverage

**Licensed Coverage consists of:**
A subset of the journal portfolio OR all the journal portfolio:

Full journal portfolio, including any new journals launched during the period of the agreement

Any further information:
All journals are open access

### 3. Business model

**Licence duration periods**

Agreement Period

**Access**

All published articles will be immediately fully open access under a Creative Commons CC BY license and available from the publisher website.
Via Publisher platform: Available at https://www.mdpi.com

Via Repository: Published papers can be deposited in institutional repositories on the issue release date of the journal using the SWORD 1.3 protocol. Articles (version of record) can be deposited to PubMed Central or Europe PMC by authors immediately after publication, in accordance with Funder Policy.

**Preservation:** Via Portico and/or CLOCKSS and/or LOCKSS archive / Other

Articles are preserved using CLOCKSS and with e-Helvetica, the Swiss National Library Digital Archive.

**Licence Fees:**

By quotation: No

Jisc Band structure: No (no fees, therefore the band structure is not relevant)

**Payment process:**

Contract + Licence - From the Institution to the Publisher directly:

Contract + Licence - Single payment through Jisc Collections to the Publisher:

**Acceptance of the Licence:**

Via Jisc Online Ordering System: Yes
SCHEDULE 2: LIST OF INSTITUTIONS

Higher education institutions and research councils in the UK are eligible.

The most up-to-date information on eligible Institutions and institutional bands can be found online at:

https://subscriptionsmanager.jisc.ac.uk/about/jisc-banding

This list may be updated from time to time to reflect mergers between Institutions or otherwise.

MDPI will provide access to the IOAP program - and will apply the APC discount - only to those Participating Institutions that have accepted the terms and conditions of the Participation Contract. Upon acceptance of the terms by each Participating Institution, Jisc Collections will provide the Publisher with the following information:

- IP address range of the Participating Institution
- E-mail address of a staff representative of the Participating Institution for automated submission alerts and account login
- Email domain/s of the Participation Institution (for author detection)
- Preferred APC payment type
- Invoice address (only if Central Payment or Prepayment is selected)

The APC discount will be applied only after the IOAP account of each Participating Institution is active, and for all those articles submitted after the activation date.
SCHEDULE 3: PARTICIPATION CONTRACT

MDPI, a company whose registered office is at St. Alban-Anlage 66, 4052 Basel, Switzerland

OFFERS to you, the Institution, participation in IOAP on the terms and conditions as set out in this Agreement.

Acceptance of this Agreement will be by receipt of the Order Confirmation Email (Publisher) (as hereafter defined) by the Publisher as part of Licence Subscriptions Manager (as hereafter defined). Acceptance shall be acceptance of all terms and conditions of this Agreement and no variation or counter offer will be accepted by the Publisher.

BACKGROUND

1. MDPI is offering participation in its Institutional Open Access Program (“IOAP”).

2. Jisc Collections (as hereafter defined) has developed an online ordering service; the ‘Licence Subscriptions Manager’, whereby nominated persons can place, order, and manage subscriptions online on behalf of their institution, which will be used in connection with this Agreement.

3. The terms of this Agreement and the offer were negotiated and agreed between the Publisher and Jisc Collections.

IT IS AGREED AS FOLLOWS

1. DEFINITIONS

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

"Article Processing Charge (APC)" means the charge made by the Publisher for services related to the submission, review, preparation for publication and (if accepted, at the Publisher’s discretion) publication of an article which has been accepted for publication in accordance with the Publisher’s processes and principles.

"Eligible Author" means an author who is affiliated to or based at the Institution of an article submitted to the Publisher. This includes university staff, undergraduate and postgraduate students, those on temporary or permanent research contracts, lecturers, and full professors. Those granted an emeritus title are also included. Those with a temporary status (e.g., visiting researchers) qualify as affiliated authors if the research in the manuscript was partially or wholly conducted at the Institution.

"Funder" means the body or bodies (if any) under whose funding terms an article or other relevant content was prepared, or the work on which it is based was carried out.

"Eligible Article" means an article by an Eligible Author accepted for publication by the Publisher.
"Jisc Collections" means Jisc Services Limited (operating as Jisc Collections) (Company Number 2881024), a company limited by guarantee incorporated in England and Wales whose registered office is at 4 Portwall Lane, Bristol BS1 6NB.

"Licence Subscriptions Manager" means the online subscription ordering service developed by Jisc Collections, or any such service as may replace Licence Subscriptions Manager. Licence Subscriptions Manager can be found at https://subscriptionsmanager.jisc.ac.uk.

"Offer" means the offer agreed between Jisc Collections and the Publisher for participation in IOAP as set out in Schedule 1.

"Open Access Article" means an article or other published content by an Eligible Author that is accessible or submitted on the basis that it will be accessible immediately, on an open access basis under CC BY terms.

"Order and Acceptance Form" means the form used by Jisc Collections as part of Licence Subscriptions Manager. A sample copy of the form is attached to this Agreement in Annex 1. Once the completed form has been received by Licence Subscriptions Manager, the system automatically generates an Order Confirmation Email (Institution) to the Institution, Order Confirmation Email (Jisc Collections) to Jisc Collections and an Order Confirmation Email (Publisher) to the Publisher repeating the information on the form regarding the name of the Institution, the start and end date of the Participation Period and confirming the date on which the Institution accepted the terms and conditions of this Agreement.

"Order Confirmation Email (Institution)" means the email to the Institution, automatically generated by Licence Subscriptions Manager after the Institution has completed the Order and Acceptance Form, confirming that the Institution has placed the order, the start and end date of the Participation Period and that the Institution has agreed to the terms and conditions of this Agreement.

"Order Confirmation Email (Jisc Collections)" means the email to Jisc Collections, automatically generated by Licence Subscriptions Manager after the Institution
Jisc Collections MDPI OA Membership Dec 2022

has completed the Order and Acceptance Form, confirming that the Institution has placed the order, the start and end date of the Participation Period and that the Institution has agreed to the terms and conditions of this Agreement.

"Order Confirmation Email (Publisher)" means the email to the Publisher, automatically generated by Licence Subscriptions Manager after the Institution has completed the Order and Acceptance Form, confirming that the Institution has placed the order, the start and end date of the Participation Period and that the Institution has agreed to the terms and conditions of this Agreement.

"Participation" means participation in IOAP.

"Participation Fee" means the fee for Participation as set out in Schedule 1. The fee will be in line with the Offer.

"Participation Period" means the period as set out in the Order and Acceptance Form.

"Version of Record" means the final typeset and edited version of the article published in a journal.

1.2 Headings in this Agreement are for reference purposes only and shall not be deemed to be an indication of the meaning of the clause to which they relate.

1.3 Where the context so implies, words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.

2. AGREEMENT

2.1 In consideration for the Participation Fee payable by the Institution to the Publisher, the Publisher will provide the Institution with Participation in IOAP on the terms and conditions as set out in this Agreement and will perform the obligations as set out in Clause 3.

3. RESPONSIBILITIES OF THE PUBLISHER

3.1 The Publisher agrees to provide the Institution as part of the Participation with:

3.1.1 a discount on, or waiver of, its published APCs for any Eligible Article submitted during the Participation Period, to be applied at the Publisher’s discretion;

3.1.2 a listing on the IOAP website as a participant;
3.1.3 access to a dedicated account on Susy, the Publisher’s online submission system, to view manuscripts and associated metadata.

3.2 The Publisher agrees to publish Eligible Articles, under the conditions outlined in this Clause 3.

3.2 The Version of Record of all Eligible Articles that follow the terms of this Agreement shall be:

(i) made immediately Open Access, as the Version of Record on the Publisher website with no embargo period;
(ii) published under the terms of the CC-BY licence;
(iii) deposited to PubMed Central by the Publisher on publication in an issue, in accordance with Funder policy, for journals listed in PubMed Central.

3.4 Upon request, the Publisher will provide the Institution (either directly or via Jisc Collections) with a report every six months detailing the Eligible Articles published, containing the following information:

(i) Journal Title
(ii) Article Title
(iii) Corresponding Author
(iv) Institution Name
(v) DOI

4. RESPONSIBILITIES OF INSTITUTION

4.1 The Institution agrees to:

4.1.1 provide the Publisher with a single central point of contact (the “Point of Contact”) for verification and invoicing purposes, on or shortly after this Participation Contract comes into effect;

4.1.2 pay the Publisher any applicable APCs for which it has agreed to accept responsibility;

4.1.3 inform Eligible Authors that this Agreement is in place and that their Eligible Articles can be made Open Access Articles on acceptance by the Publisher;

4.1.4 use reasonable efforts to ensure that Eligible Authors shall identify themselves as being eligible, and shall verify the eligibility of an Eligible Author in the course of the Publisher’s publishing workflow.

5. EDITORIAL INDEPENDENCE

5.1 All parties acknowledge that while the Institution has financial obligations toward the Publisher, that the Institution is in no way involved with the editorial process.

5.2 Nothing herein contained shall oblige the Publisher to publish any article submitted to the Publisher by an Eligible Author or the Institution. The Institution acknowledges that the selection of material to be published is entirely at the discretion of the Publisher and the Institution waives any claim it may have against the Publisher in the event that the Publisher refuses or declines to publish any material (or part thereof) submitted by an Eligible Author or the Institution.
6. TERMS OF PUBLICATION

6.1 The Institution acknowledges that before any material submitted by an Eligible Author or the Institution will be accepted for publication the Eligible Author or and (if different) the owner of any copyright in such material will be required to agree to the applicable terms and conditions of publication (including without limitation the terms relating to open access).

6.2 All parties agree to comply with all applicable data protection laws. Each party is considered to be a data controller of any data it processes concerning any identifiable person. If any party becomes a data processor for another party, a suitable data protection agreement shall be entered into as necessary.

7. PAYMENT TERMS

7.1 The Institution shall pay to the Publisher the Participation Fee and APCs as applicable, in the amounts set out in, or calculated in accordance with, Schedule 1.

7.2 Upon receipt of the Order Confirmation Email (Publisher) the Publisher shall issue an invoice to the Institution for the relevant Participation Fee(s).

7.3 Central payment: the Publisher shall issue invoices to the Point of Contact for APCs for articles submitted by Eligible Authors, either individually or collated and issued on a regular basis (e.g. monthly or quarterly), as agreed between the Institution and the Publisher. The Publisher does not set the criteria for central payment eligibility but may automatically enrol authors for central payment based on their location (IP address) or email address, and whether or not they identified as an Eligible Author.

7.4 Prepayment: the Institution shall transfer funds to the Publisher in order to cover APCs in advance of an invoice being issued. The funds are used to pay for invoices as they are raised, and used only with the approval of the Institution. For each invoice issued to the Institution and after the Institution has agreed to pay the invoice via Susy, the total will be deducted from the deposited funds. At the end of the Participation Period, the Publisher shall reimburse any unused funds to the Institution within 30 days. Institutions using Central payment may also use Prepayment for APCs.

7.5 The Institution reserves the right to refuse to pay APC invoices it receives and is solely responsible for deciding whether to pay an APC. Issuing of an invoice via central payment does not constitute a contract between the Publisher and the Institution or give the Institution an obligation to pay. In the case that the Institution declines to pay, a new invoice will be issued to the authors by the Publisher.

7.6 The Institution shall pay any APCs within 45 days on receipt by the Institution of the Publisher’s invoice.

7.7 All sums specified under this Agreement, unless otherwise stated, are exclusive of VAT and any other similar or equivalent taxes or duties, where applicable, and any applicable VAT will be payable in addition.

8. TERM AND TERMINATION

8.1 The term of this Agreement will commence upon the start date as set out in the Subscription Order and Acceptance Form (and subsequently in the Order Confirmation Email (Institution) and Order Confirmation Email (Publisher)) and will remain in full force
and effect until the end of the Participation Period as set out in such Subscription Order and Acceptance Form, unless terminated earlier as provided for in this Clause 7.

8.2 The Institution may terminate this Agreement at any time without cause on the anniversary date as set out on the Subscription Order and Acceptance Form (and subsequently in the Order Confirmation Email (Institution)) by giving the Publisher and Jisc Collections sixty days’ notice to that effect.

8.3 Any party may terminate this Agreement at any time on the material breach or repeated other breaches by the other of any obligation on its part under this Agreement by serving a written notice on the other identifying the nature of the breach. The termination will become effective thirty days after receipt of the written notice unless during the relevant period of thirty (30) days the defaulting party remedies the breach forthwith by written notice to the other party.

8.4 On any termination by the Institution under Clause 8.2 or Clause 8.3 the Publisher shall reimburse any prepaid APCs in accordance with the provisions of Clause 7.4.

9. **FORCE MAJEURE**

9.1 Either party’s failure to perform any term or condition of this Agreement as result of circumstances beyond the control of the relevant party (including without limitation, war, strikes, flood, governmental restrictions, and power, telecommunications or Internet failures or damages to or destruction of any network facilities ["Force Majeure"] shall not be deemed to be, or to give rise to, a breach of this Agreement.

9.2 If either party to this Agreement is prevented or delayed in the performance of any of its obligations under this Agreement by Force Majeure and if such party gives written notice thereof to the other party specifying the matters constituting Force Majeure together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue, then the party in question shall be excused the performance or the punctual performance as the case may be as from the date of such notice for so long as such cause of prevention or delay shall continue.

10. **ASSIGNMENT**

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

11. **LIABILITY**

11.1 Except as provided for in Clause 10.2, neither the Institution nor the Publisher will be liable to the other in contract or negligence or otherwise for:

i) any special, indirect, incidental, punitive or consequential damages;

ii) loss of direct or indirect profits, business, contracts, revenue or anticipated savings; or

iii) for any increased costs or expenses.

11.2 No party limits its liability for:
i) death or personal injury to the extent it results from its negligence, or of its employees or agents in the course of their engagement; and

ii) its own fraud or that of its employees or agents in the course of their engagement.

12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1 This Agreement 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 Agreement will be subject to and within the jurisdiction of the English courts.

13. NOTICES

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

if to the Institution: as stated in the Order and Acceptance Form

if to the Publisher Pablo Velazquez
MDPI AG
Avenida Madrid, 95
08028 Barcelona
Spain
pablo.velazquez@mdpi.com

14. GENERAL

14.1 This Agreement, its Schedules and Annexes constitute the entire agreement between the parties relating to the Participation and supersede all prior communications, understandings and agreements (whether written or oral) relating to its subject matter and may not be amended or modified except by agreement of both parties in writing.

14.2 The Schedules and Annexes shall have the same force and effect as if expressly set in the body of this Agreement and any reference to this Agreement shall include the Schedules and Annexes.

14.3 The invalidity or unenforceability of any provision of this Agreement shall not affect the continuation in force of the remainder of this Agreement.

14.4 The rights of the parties arising under this Agreement shall not be waived except in writing. Any waiver of any of a party's rights under this Agreement or of any breach of this Agreement by the other party shall not be construed as a waiver of any other rights or of any other or further breach. Failure by either party to exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

14.5 The parties will comply with all applicable laws and regulations relating to anti-corruption and anti-bribery. The parties represent and affirm that no bribes or corrupt actions have or will be offered, given, received or performed in relation to the procurement or performance of this Agreement. For the purposes of this clause, "bribes
or corrupt actions” means any payment, gift, or gratuity, whether in cash or kind, intended to obtain or retain an advantage, or any other action deemed to be corrupt under the applicable country laws. The Institution will not, directly or indirectly, make any such payment while this Agreement is in effect.
SCHEDULE 1: PARTICIPATION FEES AND OFFER

1. By completing the Order and Acceptance Form as part of Licence Subscriptions Manager the Institution accepts the terms of this Agreement.

2. The Participation Fee shall be a peppercorn payable if demanded by the Publisher. For the avoidance of doubt, the Publisher will not charge a Participation Fee.

APCs will not be fixed during the Participation Period, and any discounts or waivers will be applied at the Publisher’s discretion.

<table>
<thead>
<tr>
<th>Detailed Document</th>
<th>Target group:</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020 Jisc Collections Open Access /Infrastructure Agreement</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Publisher/Supplier:</th>
<th>MDPI AG</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full legal name and registered address</td>
<td>St. Alban-Anlage 66</td>
</tr>
<tr>
<td></td>
<td>4052 Basel</td>
</tr>
<tr>
<td></td>
<td>Switzerland</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Product Name:</th>
<th>Institutional Open Access Program (IOAP)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agreement Name:</td>
<td>MDPI Institutional Open Access Program Agreement</td>
</tr>
<tr>
<td>Agreement Description:</td>
<td>An agreement to provide discounts for open access publishing to UK universities along with data about submitted and published articles</td>
</tr>
</tbody>
</table>

PART A: The Offer

1. Proposal Information

Term: 2.5 years

Start and End date: 01 July 2020 to 31 December 2022

Proposal type: Institutional OA publishing activity

Eligible Institutions/group: Research institutionsS: Plan S compliant, Creative Commons CC BY licenses only (https://www.mdpi.com/openaccess) with no embargoes and transparent APCs (https://www.mdpi.com/apc)
**Fees and charges:**

APC charges for MDPI journals are available at [https://www.mdpi.com/apc](https://www.mdpi.com/apc). This page also details how the APC goes towards covering costs of various service functions (following the recommendations of the Fair Open Access Alliance).

There are no membership charges, minimum or maximum spending limits as part of the agreement. The scheme entitles authors from participating institutions to a 10% discount on APCs for all accepted articles. Only one discount through an IOAP scheme is permitted per paper, and the discount cannot be combined with other available discounts (e.g., discount vouchers, or society membership discounts).

**HE Jisc Bands: Will the agreement be priced according to Jisc Bands?**
Since there are not participation charges, JISC bands do not apply to this scheme.

**Quotation:** Provided by the publisher/supplier OR Jisc Collections
There will be no charge for the scheme, so a quotation is not required. The publisher can provide data of papers published by UK authors if required to estimate total amounts spent.

**New titles: For unlimited publishing proposals, will these be automatically be added to the agreement?** Yes / No (if no, please explain why and the fees involved)
Yes

**Cost increase per annum (%):** There will be no change in the cost of the agreement and no participation fee will be introduced in the future (except where there is a substantial change in the benefits of the scheme)

**Currency:** APCs are charged in Swiss Francs (CHF), however fixed prices for APCs are not within the scope of the scheme.

**Invoicing:**
- The Publisher/Supplier will invoice

<table>
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<tr>
<th>2. Licensed Coverage</th>
</tr>
</thead>
</table>

**Licensed Coverage consists of:**

A subset of the journal portfolio OR all the journal portfolio:

Full journal portfolio, including any new journals launched during the period of the agreement

**Any further information:**
All journals are open access

<table>
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<tr>
<th>3. Business model</th>
</tr>
</thead>
</table>

**Licence duration periods**

Agreement Period

**Access**

All published articles will be immediately fully open access under a Creative Commons CC BY license and available from the publisher website.
Via Publisher platform: Available at https://www.mdpi.com

Via Repository: Published papers can be deposited in institutional repositories on the issue release date of the journal using the SWORD 1.3 protocol. Articles (version of record) can be deposited to PubMed Central or Europe PMC by authors immediately after publication, in accordance with Funder Policy.

**Preservation:** Via Portico and/or CLOCKSS and/or LOCKSS archive / Other

Articles are preserved using CLOCKSS and with e-Helvetica, the Swiss National Library Digital Archive.

**Licence Fees:**

By quotation: No

Jisc Band structure: No (no fees, therefore the band structure is not relevant)

**Payment process:**

Contract + Licence - From the Institution to the Publisher directly:

Contract + Licence - Single payment through Jisc Collections to the Publisher:

**Acceptance of the Licence:**

Via Jisc Online Ordering System: Yes
ANNEX 1 – ORDER AND ACCEPTANCE FORM (EXAMPLE)

Basket contents

Items requiring publisher, subscription agent, or Helpdesk administration

<table>
<thead>
<tr>
<th>Item</th>
<th>Type</th>
<th>Licence Acceptance Status</th>
<th>Starts</th>
<th>Expires</th>
<th>Agent</th>
<th>RESL12 Single Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Open Access Membership Agreement</td>
<td>NERL2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Your order notes:

Designated Site Representatives

Select up to three designated site representatives that you would like to associate with this order:

Open Access Membership order and acceptance

☐ I am authorised by my institution to make this order. By clicking on the ‘Confirm and Place Order’ button (on behalf of my institution), I acknowledge that I have read and understood the Membership Agreement(s) listed below and agree to be bound by the terms and conditions of such Agreements. I agree that my institution will pay the membership fee(s) due from the invoice(s) generated from this order no later than thirty (30) days after being issued by Jisc Collections or the publisher.

☐ By clicking on the ‘Confirm and Place Order’ button (on behalf of my institution) I acknowledge that I have checked the List of Products in the Schedule of each agreement(s) listed below and agree that this is correct at the time of accepting the agreement(s).

The following membership agreement(s) is/are available for acceptance:

☐ Open Access Membership agreement.doc

It should be noted that by clicking on the ‘Confirm and Place Order’ button, your institution is legally bound to pay for each Agreement listed above the full total relevant fee for your institution (if and when demanded) from the start date until the expiry date of such Agreements as set out in this Form.”
IN WITNESS the hands of the above parties on the date first above written: -

SIGNED by: Pablo Velazquez __________________________
Position: Head of the IOAP (Signature)
for and on behalf of
MDPI

WITNESSED by: Delia Mihaila __________________________
Position: Chief Executive Office (Signature)
Address: MDPI AG, St. Alban-Anlage 66, 4052 Basel, Switzerland

SIGNED by: Caren Milloy __________________________
Position: Director of Licensing (Signature)
for and on behalf of
JISC SERVICES LIMITED
(OPERATING AS JISC COLLECTIONS)

WITNESSED by: Sukaina Rajwani __________________________
Position: Helpdesk and Licensing Administrator (Signature)
Address: Jisc Collections, 15 Fetter Lane, London EC4A 1EW.