# DATED [date]

**[PARENT INSTITUTION]**

**[NAME OF PRESS]**

-and-

**JISC SERVICES LIMITED**

**(OPERATING AS JISC COLLECTIONS)**

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**[NAME OF PRESS] OPENING THE FUTURE**

**AGREEMENT**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

THIS AGREEMENT is made 28th day of April 2021.

**BETWEEN**: **[PARENT INSTITUTION] (ACTING ON BEHALF OF [NAME OF PRESS])**,a company whose registered office is 1051 Budapest, Nádor utca 9, Hungary ("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. Participation in “[NAME OF PRESS] *Opening the Future*” project offers institutions the opportunity to support the Publisher in converting to a fully OA monograph frontlist and receive perpetual access to titles from the Publisher’s backlist.
2. Jisc Collections (Jisc Services Limited operating under the name “Jisc Collections”) carries on 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. The terms of the attached participation contract and the offer for [NAME OF PRESS] *Opening the Future* were negotiated and agreed between the Publisher and Jisc Collections.
4. The parties are desirous of reaching agreement to make participation in [NAME OF PRESS] *Opening the Future* available to Institutions (as hereafter defined) and their users against a set price and on terms and conditions as set out in the Participation Agreement (as hereafter defined).

**IT IS AGREED AS FOLLOWS**

**1. DEFINITIONS**

* 1. In this Agreement, the following terms shall have the following meanings:

"Institutions" means the institutions identified in Schedule 3.

"Licence Subscriptions Manager" means the online subscription ordering service developed by Jisc Collections. The Licence Subscriptions Manager can be found at https://subscriptionsmanager.jisc.ac.uk.

"Master Fee" means the total amount of aggregate Participation Fees actually received by Jisc Collections from the Institutions under this Agreement.

"Offer" means the offer as set out in Schedule 1.

"Order and Acceptance Form" means the form used by Jisc Collections and completed by an Institution as part of Licence Subscriptions Manager. A sample copy of the form is attached to the Participation Agreement in Annex 2 and may be modified as necessary.

"Participating Institution" means an Institution that has entered into a Participation Agreement and has paid the Participation Fee.

"Participation Agreement " means the participation agreement as attached in Schedule 4.

"Participation Fee" means the institutional fee payable to the Publisher via Jisc Collections.

"Products" means the Publisher’s products as listed 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.

**2**. **AGREEMENT**

2.1 In consideration for the Publisher agreeing to participation in [NAME OF PRESS] *Opening the Future* by Participating Institutions on the basis of the Offer and the terms of this Agreement and the Participation Agreement, Jisc Collections agrees to promote the Offer to the Institutions, collect the Participation Fees from Participating Institutions and pay the Master Fee to the Publisher.

**3. RESPONSIBILITIES OF THE PUBLISHER**

3.1 The Publisher agrees to provide Participating Institutions with:

3.1.1 perpetual online access to the Backlist Products on the Project MUSE platform for use to the institution at the end of the three year subscription period. Access is via Project MUSE with authentication methods supported including IP, Shibboleth, and referring URL.

3.1.2 assurance that funds raised from the Backlist subscription fees will be allocated solely to enable Frontlist titles to be made Open Access at the point of publication. Membership revenue will pay for only those books that do not already have funding, and any surplus in a year will go towards supporting infrastructure projects devoted to enhancing open book dissemination.

**4. RESPONSIBILITIES OF JISC COLLECTIONS**

* 1. Jisc Collections agrees to:
     1. promote and publicise the Offer to the Institutions via mailing lists, webinars and on the Jisc Collections web site;
     2. collect and save the details of the Participating Institutions as part of the Licence Subscriptions Manager and add the order to the Institutions account.
     3. after acceptance of the terms and conditions of the Licence by any Institution, notify the Publisher of the order and the acceptance of the terms and conditions of the Licence by such Institution;
     4. issue an invoice to the Participating Institution upon receipt of their Order and Acceptance Form, in respect of the Participation Fee due under the Participation Agreement;
     5. receive payments from Participating Institutions; and
     6. pay the Master Fee to the Publisher by the date agreed with the Publisher in accordance with Schedule 1 hereto.

**5. TERM AND TERMINATION**

5.1 The term of this Agreement will be for six years, which is effective from [DATE] and will remain in full force and effect until [DATE] 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 as from the date of such notice for so long as such cause of prevention or delay shall continue.

6.3 Since the present Agreement is finalised during the period of the COVID-19 Pandemic, parties do not deem the COVID-19 Pandemic Force Majeure i.e. possible difficulties in performance origiating from the Pandemic do not to give rise to the application of Clause 6.2. Notwithstanding the above, parties hereby affirm that they shall aim to handle such difficulties by mutual cooperation.

**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 Director of the Publisher and the Director 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.acuk

if to the Publisher: [PUBLISHER’S NAME]

[NAME OF PRESS]

[POSTAL ADDRESS]

[EMAIL ADDRESS]

**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.

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 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: MASTER FEE AND OFFER**

1. Jisc Collections shall pay to the Publisher for each collection of the term of this Agreement the Master Fee which is the aggregate of the Participation Fees actually received for the respective year by Jisc Collections from Participating Institutions. The Participation Fee receivable from each Participating Institution shall be calculated in accordance with the appropriate charge for each Participating Institution as set out in the Offer below. The Master Fee and the Participation Fees are exclusive of VAT, which will be payable where applicable.
2. The Publisher will invoice Jisc Collections for the Master Fee payable and due at the address set out below:

Jisc Collections

15 Fetter Lane

London EC4A 1EW

1. Invoices issued by the Publisher shall be due and payable forty-five (45) days after receipt of such invoice by Jisc Collections.

**OFFER**

|  |  |
| --- | --- |
| **2021 Jisc Collections Open Access Monographs Agreement** | **Target group**  **HE, MLAG, Affiliates,**  **Research**  **Councils** |
|  |

|  |  |
| --- | --- |
| **Publisher:**  Full legal name and registered address | **[NAME OF PRESS],** [ADDRESS] |
| **Product Name:** | Opening the Future |
| **Agreement Name:** | [NAME OF PRESS] Opening the Future [YEAR TO YEAR] |
| **Product Description:** | [NAME OF PRESS] welcomes members as they aim to convert to a fully OA monograph frontlist. In return, you will receive access to some of the most popular titles from [NAME OF PRESS]’s extensive backlist. By purchasing access to the backlist, you can fund [NAME OF PRESS]'s future to be open access. |

|  |  |
| --- | --- |
| **Access URL:** | https://muse.jhu.edu/ |
| **Product Information URL:** | [URL] |

**eif offer summary:ntact Jisc Collections Helpdesk via: help@jisc-collections.ac.uk**

|  |
| --- |
| **PART A: The Offer** |
| **Commercial Information** |
| **Term:** 3 years  **Start and End date:** [DATE TO DATE]  **Eligible Institutions/group:** HE/MLAG/Affiliates/Research Councils  **Licence Fees:**  Membership is open to libraries and institutions worldwide. Members receive access to a package of XX titles from [NAME OF PRESS]’s extensive Backlist on XXXXX. There are several packages to choose from, including XXXX. Institutions can also subscribe to more than one package.  Membership is for three years, regardless of at what point a library signs up: once the payment is processed and subscription is activated, access to the package is granted for three years from that date, and becomes automatically perpetual at the end of the three year period.   |  |  |  |  | | --- | --- | --- | --- | |  | Jisc Bands 1 to 3  Per Annum, 3 annual payments | Jisc Bands 4 to 5B | Jisc Bands 6 to 10 | | PACKAGE 1 | £1,000 | £700 | £300 | | PACKAGE 2 | £1,000 | £700 | £300 | | PACKAGE 3 | £1,000 | £700 | £300 | | PACKAGE 4 | £1,000 | £700 | £300 | | OA Supporter Membership | £1,000 | £700 | £300 |   Fees can be paid annually or members can pay all three years in advance.  Institutions that do not wish to sign up to a book package, or may not be able to, can still support and help to fund the Open Access monographs Frontlist through an ‘OA Supporter Membership’.  The books in the subscription packages are hosted on Project MUSE in their standard DRM-free, unlimited-use model for ebooks.  **Fee cap/increase per annum:** 0%. Prices quoted above are due annually for the three year duration of the agreement. The packages and their contents won’t change: members won’t be asked to pay more on top of their annual fee to access additional titles.  **HE Jisc Bands used for this agreement:**  [New HE Jisc Bands applied post 01 August 2019](https://www.jisc-collections.ac.uk/Support/Jisc-Banding/New-HE-bands-by-band/)  **Currency:** Sterling    **Transaction Charge:** For invoices less than £1,000 a £50 Transaction Management Charge will be applied. For invoices of £1,000 and above a Transaction Management Charge of £100 will be applied.  **Pro-rating of Fees:** Not applicable |
| **Licensed Material on offer** |
| **Licensed Material consists of:**  An institutional selection of the Licensed Material by Collection  PACKAGE 1  PACKAGE 2  PACKAGE 3  PACKAGE 4  Institutions may select the OA Supporter Membership which is to purely support the publication of new OA books. Libraries choosing this ‘package’ do not get any backlist access in return for their membership fee. |
| **Business model** |
| **Licence duration periods**  Subscription Period: Three years, [DATE TO DATE]  **Access**  Via Project MUSE  **Licence Fees:**  Jisc Band structure  **Collection of payment by Jisc Collections**  Collection of payment for all Licensed Material  **Acceptance of the Licence/Sub-Licence**  Via Jisc Licence subscription manager |

**SCHEDULE 2: PRODUCTS**

* **PACKAGE 1** – [brief details of package contents and number of titles]
* **PACKAGE 2** – [brief details of package contents and number of titles]
* **PACKAGE 3** – [brief details of package contents and number of titles]
* **PACKAGE 4** – [brief details of package contents and number of titles]
* **Combination of two or three packages** – any combination of the above products, each invoiced at appropriate multiples.

(Note that *in total* there are only xxx Backlist titles available to *Opening the Future* members.)

**SCHEDULE 3: 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.

**SCHEDULE 4: PARTICIPATION AGREEMENT**

**[NAME OF PRESS] Opening the Future**

**[PARENT INSTITUTION] (ACTING ON BEHALF OF [NAME OF PRESS])**,a company whose registered office is [address] ("Publisher")

OFFERS to you, the Institution, participation in [NAME OF PRESS] *Opening the Future* on the terms and conditions as set out in this Agreement.

Acceptance of this Agreement will be by receipt of the Order Confirmation Email (as hereafter defined) by the Publisher as part of the 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. Participation in “[NAME OF PRESS] *Opening the Future*” project offers institutions the opportunity to support the Publisher in converting to a fully OA monograph frontlist and receive perpetual access to titles from the Publisher’s backlist.
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 agreed between the Publisher and Jisc Collections, and the Publisher has appointed Jisc Collections to collect the Participation Fee on its behalf.

**IT IS AGREED AS FOLLOWS**

**1. DEFINITIONS**

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

"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. The 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 [NAME OF PRESS] Opening the Future as set out in Annex 1.

“Order and Acceptance Form” means the form used for orders placed on Licence Subscriptions Manager. A sample copy of the form is attached hereto in Annex 2 to this Participation Agreement and may be modified as necessary. Once the completed form has been submitted by the Institution, Licence Subscriptions Manager automatically generates the Order Confirmation Emails.

"Order Confirmation Email" means the emails to each of the Institution, Jisc Collections and the Publisher automatically generated by Licence Subscriptions Manager, confirming that the Institution has placed the relevant order, the start and end date of the participation period and that the Institution has agreed to the terms and conditions of this Participation Agreement.

"Participation Fee" means the fee for participation in [NAME OF PRESS] *Opening the Future* as set out in Schedule 1. The fee will be in line with the Offer and is payable by the Institution to the Publisher via Jisc Collections.

"Products" means the products selected from the list of products as listed in Schedule 2.

"Transaction Management Charge" means the charge payable to Jisc Collections to cover the cost of the bank charges for organising the payments by Jisc Collections to the Publisher as further set out in Schedule 1.

1.2 Headings in this Participation 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. **AGREEMENT**

2.1 In consideration for the Participation Fee payable by the Institution through Jisc Collections to the Publisher, the Publisher will provide the Institution with participation in [NAME OF PRESS] *Opening the Future* on the terms and conditions as set out in this in [NAME OF PRESS] *Opening the Future* Agreement and will perform the obligations as set out in Clause 3.

**3. PUBLISHER OBLIGATIONS**

3.1 The Publisher agrees to provide the Institution with:

* + 1. online access to the Backlist Products on the Project MUSE platform for use to the institution for the three year subscription period.
    2. perpetual online access to the Backlist Products on the Project MUSE platform for use to the institution at the end of the three year subscription period. Access is via Project MUSE with authentication methods supported include IP, Shibboleth, and referring URL.

3.1.2 assurance that funds raised from the Backlist subscription fees will be allocated solely to enable Frontlist titles to be made Open Access at the point of publication. Membership revenue will pay for only those books that do not already have funding, and any surplus in a year will go towards supporting infrastructure projects devoted to enhancing open book dissemination.

**4. RESPONSIBILITIES OF INSTITUTION**

4.1 The Institution agrees to:

4.1.1 pay the Publisher the Participation Fee (through Jisc Collections) in accordance with Schedule 1.

4.1.2 pay the Transaction Management Charge to Jisc Collections in accordance with Schedule 1.

**5. TERM AND TERMINATION**

5.1 The term of this Agreement will commence on the start date as set out in the Order and Acceptance Form and will remain in full force and effect for 36 months, unless terminated earlier as provided for in Clauses 5.2 and 5.3.

5.2 The Institution may terminate this Agreement at the end of any 12 month period, but will forfeit the right to perpetual access of the backlist which takes place only at the end of the three-year Participation period. Access to the backlist will be terminated at the point where notice to teminate is given, or when payment for the forthcoming year has not been paid.

5.2 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.

**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 as from the date of such notice for so long as such cause of prevention or delay shall continue.

6.3 Since the present Agreement is fianlised during the period of the COVID-19 Pandemic, parties do not deem the COVID-19 Pandemic Force Majeure i.e. possible difficulties in performance origiating from the Pandemic do not to give rise to the application of Clause 6.2. Notwithstanding the above, parties hereby affirm that they shall aim to handle such difficulties by mutual cooperation.

**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 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.

**8. LIABILITY**

8.1 Except as provided for in Clause 8.2, 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.

9.2 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.

**9. GOVERNING LAW AND DISPUTE RESOLUTION**

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

**10. NOTICES**

10.1 All notices required to be given under this Participation 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 Participation 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 [PUBLISHER’S NAME]

[NAME OF PRESS]

[POSTAL ADDRESS]

[EMAIL ADDRESS]

**11. GENERAL**

11.1 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.

11.2 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.

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

11.4 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.

11.5 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 TRANSACTION MANAGEMENT CHARGES**

1. By completing the Order and Acceptance Form as part of the Jisc Collections Online Ordering Service, the Institution accepts that it must pay to the Publisher, through Jisc Collections, the total sum of the Participation Fee in accordance with the applicable fee as set out below. All prices are exclusive of VAT, which will be payable by the Institution where applicable.

**Participation Fees (per annum, [YEAR TO YEAR])**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Jisc Bands 1 to 3** | **Jisc Bands 4 to 5B** | **Jisc Bands 6 to 10** |
| [PACKAGE 1] | £1,000 | £700 | £300 |
| [PACKAGE 2] | £1,000 | £700 | £300 |
| [PACKAGE 3] | £1,000 | £700 | £300 |
| [PACKAGE 4] | £1,000 | £700 | £300 |
| OA Supporter Membership | £1,000 | £700 | £300 |

1. Institutions may elect to pay the full three year participation fee in one instalment, or annually. This is to be indicated when signing up for membership to [NAME OF PRESS] *Opening the Future*.
2. Requests for payment issued by Jisc Collections shall be due and payable by the Institution no later than 30 days after being issued.
3. Jisc Collections will invoice that institution for the Transaction Management Charge as follows:

|  |  |
| --- | --- |
| **Participation Fee payable by Institution (p.a.) excl. VAT** | **Transaction Management Charge (p.a.) excl. VAT** |
| < £1.000 | £50 |
| £1,000 to £10,000 | £100 |

**SCHEDULE 2: PRODUCTS**

**PACKAGE 1** – [brief details of package contents and number of titles]

**PACKAGE 2** – [brief details of package contents and number of titles]

**PACKAGE 3** – [brief details of package contents and number of titles]

**PACKAGE 4** – [brief details of package contents and number of titles]

Combination of two or three packages – any combination of the above products, each invoiced at appropriate multiples.

(Note that in total there are only xxx Backlist titles available to Opening the Future members.)

**ANNEX 1: OFFER**

|  |  |
| --- | --- |
| **2021 Jisc Collections Open Access Monographs Agreement** | **Target group**  **HE, MLAG, Affiliates,**  **Research**  **Councils** |
|  |

|  |  |
| --- | --- |
| **Publisher:**  Full legal name and registered address | **[NAME OF PRESS],** 1051 Budapest,  Oktober 6 utca 14, Hungary |
| **Product Name:** | Opening the Future |
| **Agreement Name:** | [NAME OF PRESS] Opening the Future [YEAR TO YEAR] |
| **Product Description:** | [NAME OF PRESS] welcomes members as they aim to convert to a fully OA monograph frontlist. In return, you will receive access to some of the most popular titles from [NAME OF PRESS]’s extensive backlist. By purchasing access to the backlist, you can fund [NAME OF PRESS]'s future to be open access. |

|  |  |
| --- | --- |
| **Access URL:** | https://muse.jhu.edu/ |
| **Product Information URL:** | [URL] |

**eif offer summary:ntact Jisc Collections Helpdesk via: help@jisc-collections.ac.uk**

|  |
| --- |
| **PART A: The Offer** |
| **Commercial Information** |
| **Term:** 3 years  **Start and End date:** [DATES TO DATES]  **Eligible Institutions/group:** HE/MLAG/Affiliates/Research Councils  **Licence Fees:**  Membership is open to libraries and institutions worldwide. Members receive access to a package of 50 titles from [NAME OF PRESS]’s extensive Backlist on [topics here]. Institutions can also subscribe to more than one package.  Membership is for three years, regardless of at what point a library signs up: once the payment is processed and subscription is activated, access to the package is granted for three years from that date, and becomes automatically perpetual at the end of the three year period.   |  |  |  |  | | --- | --- | --- | --- | |  | Jisc Bands 1 to 3  Per Annum, 3 annual payments | Jisc Bands 4 to 5B | Jisc Bands 6 to 10 | | [PACKAGE 1] | £1,000 | £700 | £300 | | [PACKAGE 2] | £1,000 | £700 | £300 | | [PACKAGE 3] | £1,000 | £700 | £300 | | [PACKAGE 4] | £1,000 | £700 | £300 | | OA Supporter Membership | £1,000 | £700 | £300 |   Fees can be paid annually or members can pay all three years in advance.  Institutions that do not wish to sign up to a book package, or may not be able to, can still support and help to fund the Open Access monographs Frontlist through an ‘OA Supporter Membership’.  The books in the subscription packages are hosted on Project MUSE in their standard DRM-free, unlimited-use model for ebooks.  **Fee cap/increase per annum:** 0%. Prices quoted above are due annually for the three year duration of the agreement. The packages and their contents won’t change: members won’t be asked to pay more on top of their annual fee to access additional titles.  **HE Jisc Bands used for this agreement:**  [New HE Jisc Bands applied post 01 August 2019](https://www.jisc-collections.ac.uk/Support/Jisc-Banding/New-HE-bands-by-band/)  **Currency:** Sterling    **Transaction Charge:** For invoices less than £1,000 a £50 Transaction Management Charge will be applied. For invoices of £1,000 and above a Transaction Management Charge of £100 will be applied.  **Pro-rating of Fees:** Not applicable |
| **Licensed Material on offer** |
| **Licensed Material consists of:**  An institutional selection of the Licensed Material by Collection  [PACKAGE 1]  [PACKAGE 2]  [PACKAGE 3]  [PACKAGE 4]  Institutions may select the OA Supporter Membership which is to purely support the publication of new OA books. Libraries choosing this ‘package’ do not get any backlist access in return for their membership fee. |
| **Business model** |
| **Licence duration periods**  Subscription Period: Three years, [DATE TO DATE]  **Access**  Via Project MUSE  **Licence Fees:**  Jisc Band structure  **Collection of payment by Jisc Collections**  Collection of payment for all Licensed Material  **Acceptance of the Licence/Sub-Licence**  Via Jisc Licence subscription manager |

**ANNEX 2: ORDER AND ACCEPTANCE FORM (EXAMPLE)**



SIGNED by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position: (Signature)

for and on behalf of

**[PARENT INSTITUTION]**

**(ACTING ON BEHALF OF [NAME OF PRESS])**

SIGNED by: Caren Milloy \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position: Director of Licensing (Signature)

for and on behalf of

**JISC SERVICES LIMITED**

**(OPERATING AS JISC COLLECTIONS)**