



Read and Publish Agreement

This Agreement is made on

2 October 2018

BETWEEN

- (1) Delft University of Technology, Postbus 5, 2600 AA Delft, The Netherlands
- (2) Wageningen University, Droevendaalsesteeg 4, 6708 PB Wageningen

("the Institutions");

and

- (3) IWA Publishing Ltd, Alliance House, 12 Caxton St, London SW1H 0QS, UK

("the Publisher")

The Institutions and the Publisher agree that:

1. AGREEMENT

- a. The Institutions agree to pay the Publisher the Deal Rate annually as outlined in Appendix A. This sum will be [REDACTED] in 2019.
- b. The Publisher agrees to grant access to all online content associated with the Publisher's journals listed in Appendix B to the Institutions and all affiliated members via IP Ranges. For the avoidance of doubt, all journals added to the Publisher's portfolio will be covered by this Agreement.
- c. The Publisher agrees to waive APCs for articles of any type submitted by corresponding authors affiliated with the Institutions that are published online in the Publisher's journals during the term of this Agreement.
- d. Authors affiliated with the Institutions reserve the right to refuse the option to publish Open Access under the Deal. In these instances, the Publisher will not include these articles in the Deal Rate calculation outlined in Appendix A.

- e. The Publisher agrees to grant a 25% discount to authors affiliated with the Institutions on Open Access Book Publishing Charges.
- f. The Publisher agrees to grant perpetual access to online content published in the Publisher's journals during the term of this Agreement to the Institutions and all affiliated members.
- g. The Publisher agrees to deliver monitoring reports on a bi-annual basis. The report will give an overview of the corresponding author(s), the affiliation of the corresponding author(s), journal title, tier, journal volume and article title. The two reports will be delivered by 30 January and 30 July respectively in each year.
- h. The parties agree to evaluate the annual reports, including the number of published articles on an annual basis. They agree to re-evaluate the business model at the end of the Deal Term.

2. TERM

The Term under this Agreement shall be three (3) years from 1 January 2019 to 31 December 2021.

3. TRANSITION TO DEAL

The Publisher agrees to begin informing relevant corresponding authors submitting papers after 1 October 2018 of their eligibility for a fee waiver in the event that their paper is published online. Any qualifying papers submitted between 1 October 2018 and 1 January 2019 will automatically be published Open Access, unless explicitly requested otherwise by the authors.

4. PAYMENT DATES

The Publisher will invoice the Institutions for the Deal Rate in the first quarter of each year. The Institutions agree to pay the Publisher the Deal Rate for the year within thirty (30) days of receiving the invoice from the Publisher.

5. PRINT MATERIALS

This agreement does not cover the sales or distribution of print materials associated with the Publisher's journals listed in Appendix B. If the Institutions or affiliated members order print copies, these will be subject to the regular prices listed on the Publisher's website and will involve additional payment by the Institutions beyond the payments detailed in this Agreement.

6. ENTIRE AGREEMENT

This Agreement and the Appendices attached constitute the entire agreement between the parties pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements, negotiations and understandings, oral or written between the Parties. This Agreement may be amended in writing duly executed by both parties.

7. TERMINATION

The Publisher may terminate this agreement if:

- a. The Institutions become insolvent (as defined by English law), file for bankruptcy, become subject of an involuntary bankruptcy proceeding (or a proceeding for dissolution or

liquidation) which is not dismissed within ninety (90) days of the filing date, commence a proceeding to appoint a trustee, receiver or liquidator or make an assignment for the benefit of creditors.

- b. The Institutions commit any criminal act or any act of embezzlement, fraud, larceny, theft, dishonesty, wilful misconduct, gross neglect or breach of fiduciary duty in connection with this Agreement and/or the performance of its obligations hereunder.

The Institutions may terminate this agreement if:

- a. The Publisher becomes insolvent (as defined by definition of English law), files for bankruptcy, becomes subject of an involuntary bankruptcy proceeding (or a proceeding for dissolution or liquidation) which is not dismissed within ninety (90) days of the filing date, commences a proceeding to appoint a trustee, receiver or liquidator or makes an assignment for the benefit of creditors.
- b. The Publisher commits any criminal act or any act of embezzlement, fraud, larceny, theft, dishonesty, wilful misconduct, gross neglect or breach of fiduciary duty in connection with this Agreement and/or the performance of its obligations hereunder.

8. ASSIGNMENT

This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided that this Agreement may not be assigned in whole or in part by either party without the written consent of the other, except that either party may assign this Agreement without the consent of the other party to any other entity controlled by such party or to any person or entity which succeeds to its business to which this Agreement relates and which assumes all of its obligations hereunder in writing. Any other assignment in contravention of this clause shall be null and void.

9. WAIVER

Any waiver of any right or default hereunder shall be effective only in the instance given and shall not operate as or imply a waiver of any similar right or default on any subsequent occasion.

10. GOVERNING LAW

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

11. COMPLIANCE WITH LAWS

Each party shall comply with all applicable laws, codes and regulations.

12. NO THIRD-PARTY BENEFICIARY RIGHTS

This Agreement is not intended to create rights for any third parties. Any person who is not a party to this Agreement has no right to enforce any term or terms of this Agreement.

13. NO AGENCY RELATIONSHIP

This contract shall not, in any way be construed so as to create a partnership, or any kind of joint undertaking or venture between the parties hereto.

14. NOTICES

All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given by email or any reputable courier service, such as Federal Express, providing proof of delivery. All communications hereunder shall be delivered to the respective parties at the following addresses:

If to Publisher:

IWA Publishing Ltd
Alliance House, 12 Caxton Street
London SW1H 0QS
United Kingdom
[REDACTED]

If to Institutions:

Delft University of Technology
Marina Lebedeva, Collection Development Manager
Postbus 5, 2600 AA Delft
The Netherlands
[REDACTED]

Wageningen University
Aquila Weijers, License Manager
Droevendaalsesteeg 4, 6708 PB Wageningen
The Netherlands
[REDACTED]

15. SEVERABILITY

If any term of this Agreement is for any reason invalid or unenforceable, the rest of the Agreement remains fully valid and enforceable.

16. SINGULAR AND PLURAL

As used herein, the use of the plural of any term defined in Clause 1 hereof includes the singular and vice-versa.

17. COUNTERPARTS

This Agreement may be signed in counterparts, each one of which is considered an original, but all of which constitute one and the same instrument.

IN WITNESS WHEREOF, The Parties have executed this Agreement as of the date first above written.

Authorised Signatory, for and on behalf of **Delft University of Technology**

Marina Lebedeva, Collection Development Manager

By.....
DocuSigned by:
Marina Lebedeva
D04ABD44CF354C3...

Title.....

Authorised Signatory, for and on behalf of **Wageningen University**

Hubert Krekels, Library Director

By.....
DocuSigned by:
Hubert Krekels
E30215A2ABAB419...

Title..... Library director

Authorised Signatory, for and on behalf of **IWA Publishing Ltd**

Rod Cookson, Managing Director

By.....


Title..... *MANAGING DIRECTOR*

Appendix A – Deal Rate

In 2019, the Deal Rate shall be calculated by adding one (1) per cent to the Baseline Revenue.

In 2020 and subsequent years, the Deal Rate shall increase or decrease in proportion with the Change in Article Output for that year. The sum paid by the Institutions to the Publisher in any year shall not rise compared to the previous year by more than five (5) per cent or fall by more than five (5) per cent, regardless of whether the Change in Article Output exceeds these amounts.

DEFINITIONS

Baseline Revenue	Half of the Historic Subscription Payment plus half of the Historic Nominal APC Payment.
Change in Article Output	In a given year, the number of articles published online in the Publisher's journals by authors affiliated with the Institutions in the preceding three (3) years divided by the number of articles published in the Publisher's journals by authors affiliated with the Institutions in the three (3) year period before the preceding year. For the avoidance of doubt, in 2020 this shall be the number of articles published in the Publisher's journals by authors affiliated with the Institutions in 2017, 2018 and 2019 divided by the number of articles published in the Publisher's journals by authors affiliated with the Institutions in 2016, 2017 and 2018.
Deal Rate	The sum paid by the Institutions to the Publisher in a given year for online access to the Publisher's journals and for Open Access publication of articles published in the Publisher's journals by authors affiliated with the Institutions during that year.
Full APC	The Article Processing Charge (APC) applied to each journal by the Publisher for Open Access publication of an article in any given year.
Historic Article Output	The articles published in the Publisher's journals by authors affiliated with the Institutions in 2015, 2016 and 2017.
Historic Subscription Payment	The average payment from the Institutions to the Publisher for subscriptions to the Publisher's journals in 2015, 2016 and 2017.
Historic Nominal APC Payment	The sum the Institutions would have paid to the Publisher if the Institutions paid a Full APC (Article Processing Charge) to the Publisher for the entirety of the Historic Article Output divided by three.
Open Access (OA)	Publication of an article or other form content under a Creative Commons licence attribution 4.0 international.
Published Online	An article is considered published online from the date the uncorrected proof is posted to the IWA Publishing platform.

Appendix B – IWA Publishing Journals

- *Blue-Green Systems* [Open Access]
- *H₂Open Journal* [Open Access]
- *Hydrology Research*
- *Journal of Hydroinformatics*
- *Journal of Water and Climate Change*
- *Journal of Water and Health*
- *Journal of Water Reuse and Desalination* [Open Access]
- *Journal of Water Sanitation and Hygiene for Development*
- *Journal of Water Supply: Research and Technology - AQUA*
- *Water Practice and Technology*
- *Water Policy*
- *Water Science and Technology*
- *WST: Water Supply*
- *Water Quality Research Journal*