

IOP Publishing

Read & Publish Licence Agreement 2022-2024

THIS LICENCE IS AGREED BETWEEN IOP PUBLISHING LIMITED of Temple Circus, Temple Way, Bristol BS1 6HG England ("IOP") and Consortium of Swiss Academic Libraries (CSAL), c/o SLSP AG, Werdstrasse 2, CH-8004 Zürich, Switzerland ("the Consortium") acting for and on behalf of its members (together the "Members") whose names are included in Schedule 3. References to the Consortium in these terms and conditions include members which are both commercial organisations and educational institutions, unless specified to the contrary.

1. IOP agrees that the Members may give Authorised Users (defined in standard condition 1) electronic access to the publications listed in Schedule 2 (the "Publications"), as part of IOPscience extra (the "Service"), subject to these terms and conditions.
2. The Members will access the Publications through the IP addresses set out in Schedule 3 or through IP addresses previously supplied to IOP (the "IP addresses"). The Members shall notify IOP in writing if the IP addresses previously supplied to IOP are now inaccurate or incomplete and shall also notify IOP in writing if, at any time during the term of this Licence, there are any changes to the IP addresses.
3. This Licence is subject to the IOP Standard Terms and Conditions which are set out in Schedule 1.
4. Any amendments to these terms and conditions must be in writing and signed by authorised signatories of both parties.
5. This Licence shall be for the initial term which is set out in Schedule 3.
6. Neither the Consortium nor any of the Members shall assign or transfer its right to access the Service to any other institution, organisation or person.
7. These terms and conditions apply only to electronic access by the Members to the Service. Separate licence agreements are available for IOP's other products and services. For the avoidance of doubt, where the Consortium or the Members have previously entered into a separate agreement with IOP, including, but not limited to, an archive agreement, and that agreement is still in force, the Consortium's and/or the Members' rights and obligations under that agreement which relate to that other service are unaffected by these terms and conditions.
8. IOP's online publications and their content, including abstracts, are either owned by IOP or IOP has the right to make them available and are subject to all applicable copyright, database protection and other rights of copyright owners and publishers under the laws of England and other countries. Authorised Users shall claim no ownership by reason of their use of or access to the Service. ALL RIGHTS RESERVED.
9. This Licence is governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts. The Consortium and the Members shall not be bound by this paragraph to the extent that compliance would violate any existing law, regulation, by-laws or articles of incorporation or other governing instrument.

10. This Licence covers access for the Members to the Publications in Schedule 2 whilst also enabling the Members' affiliated corresponding authors to publish articles on a gold open access basis (whether in a hybrid or gold open access journal), as defined in Schedule 4, in the Publications listed in Schedules 5 and 6.

SCHEDULE 1: IOP STANDARD TERMS AND CONDITIONS (INCLUDING SPECIFIC AMENDMENTS AGREED WITH THE CONSORTIUM)

Authorised Users

1 In these terms and conditions, the term “Authorised Users” shall mean:

1.1 Intentionally deleted.

1.2 (applies only if a Member is an educational institution) its employees, faculty (permanent, temporary and visiting), students officially affiliated with the Institution, persons with legal access to the library's facilities using one of the IP addresses, and contract staff (permanent or temporary). Authorised Users include persons affiliated with remote sites or campuses of the Member in the same country as the Member and/or persons affiliated with the Member who are studying overseas at sites or campuses of a third party institution on a temporary basis.

For the avoidance of doubt, walk in users shall only be entitled to access the Service whilst on the Member's premises and shall lose this access upon departure. In addition, such persons shall be excluded from all remote access privileges.

Access to the Service

2 Where a Member wishes to allow the Authorised Users to access the Service from terminals or work stations at locations other than the site addresses supplied to IOP, this may be done via public access, caching and proxy servers, or some other recognized authentication system such as Shibboleth, provided that the Authorised Users access the Service through the IP addresses and provided further that the Member has adequate security measures in place to ensure that only Authorised Users access the Service via the applicable method.

3 Access extends only to Authorised Users individually and may not be transferred or extended to others. The Consortium and the Members shall take all reasonable measures to ensure that only Authorised Users can use the Service and shall ensure that Authorised Users are made aware of and understand the restrictions and prohibitions on use set out in these terms and conditions and that they abide by them. The Consortium and the Members shall also exercise vigilance and be responsible for all display and access controls, including security measures, necessary to ensure that the Service is only accessible by Authorised Users. The Consortium and the Members shall make every effort to enforce these terms and conditions on receiving information that reasonably indicates that they are being violated.

4 Authorised Users may access, download, store, search and print hard copy of text. Copying must be limited to making a single printed copy or electronic copies of a reasonable number of individual articles, chapters or other similar items.

5 No text accessed via the Publications may be made available to non-Authorised Users, either for commercial reward or free of charge, except that for inter-library loan purposes:

5.1 a single paper copy of an article or chapter from a single Publication may be made and sent non-digitally to a library in the same country as the Consortium under fair dealing/use exemptions;

5.2 a single copy of an article or chapter from a single Publication may be made available to a library in the same country by secure transmission using Ariel or ILLiad (or their equivalent) whereby

that electronic file is deleted immediately after printing. Such supply shall be for the purpose of research or private study and not for commercial use or onward transmission or distribution.

- 6 Intentionally deleted.
- 7 Access is granted to Authorised Users of **educational institutions (as defined in term 1.2)** solely for private study or research for a non-commercial purpose by Authorised Users. Such Authorised Users may use the Service for educational resources, such as "course packs", made available solely to Authorised Users, provided that electronic copies included in such educational resources are removed or deleted at the end of the semester or term in which the relevant course ends. Such Authorised Users may also make brief quotations from the content of the Publications, with the customary acknowledgement of the source, and copy and transmit content from individual online articles in "person-to-person" and non-systematic scholarly exchanges of information.
- 8 The Members and Authorised Users may only use this online access in a way that does not breach the laws of the country in which they are accessing the Service.
- 9 Altering, recompiling, systematic or programmatic copying, reselling, redistributing, supplying, publishing or republishing (beyond the brief quotations permitted above) of any Publication text, output, search results or other information from any part of the Service, including, without limitation, copyright, proprietary or other legal notices, in any form or medium is prohibited. Downloading an entire issue of a Publication; systematic downloading, service bureau redistribution services; printing for a for-fee-service purpose; document delivery services and/or the systematic making of print or electronic copies for transmission to non-Authorised Users (beyond that permitted above) are prohibited.

Termination

- 10 Access to the Service by a Member shall terminate immediately if these terms and conditions are materially breached and such breach is not remedied within 30 days of the Member receiving a written request to remedy such breach. IOP will write to its contact at the Member to notify them and to alert them to the fact that access to the Service will be terminated by IOP if the breach is not remedied. IOP shall have the right to terminate that access if the breach is not remedied to its satisfaction within 30 days of such notification being sent to the relevant Member. Consequential amendments as are necessitated by such termination will be made to this Licence following such notice. In particular Schedule 3 shall be deemed amended accordingly.
- 11 In addition a Member may give at least 90 days written notice of its intention to cease to be a Member under this Licence provided the Member confirms in such notice that the reason for termination is the withdrawal or cessation of funding (i.e. a material reduction of the acquisition budget of the library) in respect of the Fees. Consequential amendments as are necessitated by such termination will be made to this Licence following such notice. Schedule 3 shall be deemed to be amended accordingly. If, in its discretion, IOP considers that a sufficiently high number of Members have withdrawn from this Licence then it reserves the right to review the terms and conditions including, but not limited to, that relating to the Licence Fee.

Continued Access to Content (term 12 is not applicable to IOP ebooks, IOP Archive and Article Packs)

- 12.1 Upon termination of this Licence, where the Member:

12.1.1 is not in breach of any of the terms and conditions of this Licence; and

12.1.2 has paid all its fees in full,

a Member(s) will be entitled to have continued access to the issues of the Publications dated with the calendar year in which this Licence commenced.

12.2 Where this Licence remains in force for subsequent full calendar years, and the conditions in term 12.1 apply, the Member will have continued access to the issues of the Publications under this Licence which were dated with those full calendar years (the "Available Content"). All other access shall terminate.

12.3 The Available Content will be made available via a website on payment of an annual maintenance fee and for so long as IOP provides electronic access to that content via that website. If access via a website is no longer available at any time, the Available Content will be made available on disk or some other form of electronic media.

12.4 If, at any time, IOP ceases to publish or distribute any of the Available Content then it will use its reasonable endeavours to negotiate the right for the Member(s) to continue to access it in accordance with these terms and conditions.

Fees

13 The fee payable by the Members for the Initial Term shall be as specified in Schedule 3. All fees due under this Licence shall be payable by the Members within 30 days of the date of invoice. Whilst any of the publications published by IOP are part of SCOAP 3 (the sponsoring Consortium for Open Access Publishing in Particle Physics) then IOP will make appropriate adjustments to the licence fee to reflect this.

14 IOP will notify the Consortium and the Members, in writing and in advance, with details of the fees payable for subsequent years. The Consortium and the Members acknowledge that the fees for each of the tiers shall increase per annum as set out in Schedule 3. Where IOP starts to publish an additional journal on behalf of a third party, that journal shall be added to the Publications where agreed in writing by the parties and for the agreed fee. Where IOP launches a new journal during the term of this Licence then that journal shall be free to access by the Members outside of this Licence during the initial term set out in Schedule 3 only. At the end of the initial term, the parties will jointly discuss the usage and value of those titles to the Consortium and the Members when agreeing the licence fee for any new or renewed licence. The Consortium may add new Members to this Licence at a cost to be agreed by the parties, depending on the appropriate tier for that member, and, on addition of such new Member(s), Schedule 3 shall be deemed to be amended accordingly. IOP shall provide to the Consortium or the Member (as appropriate) an invoice in respect of any additional fees payable under this Licence and such additional fees shall be paid to IOP within 30 days of the date of the invoice.

15 All sums specified are exclusive of sales taxes (where applicable) which shall be paid by the Members on presentation of an appropriate tax invoice or other appropriate claims document. IOP will do all it reasonably can to support the Consortium and the Members regarding an application by them for tax exemption if necessary and will provide all required documents wherever reasonably practicable.

Withdrawal of the Publications

- 16 IOP reserves the right at any time to withdraw any of the Publication(s) (or part) from the Service if it no longer retains the right to publish or ceases, for whatever reason, to publish or to distribute such Publication(s) or if, in its sole discretion, it believes that such Publication(s) contains any material which infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable.
- 17 If any Publication(s) is withdrawn, IOP will give the Consortium written notice and, where applicable, will substitute it with another publication which is not currently included as part of the Publications. If it does not substitute the publication with another publication then IOP will reduce the fee for that calendar year by a sum equivalent to the contribution of the withdrawn content to the total fee, pro-rated. IOP shall be entitled to off-set any reduction owing to the Consortium or any of the Members against any amounts owed to IOP by the Consortium or any of the Members under any agreement between the parties.

Availability of the Publications

- 18 IOP will use its reasonable endeavors to make the Publications available on a 24 hour basis, subject to IOP's right to suspend access in order to carry out routine maintenance, repairs, testing, reconfigurations or upgrades and unavailability caused by circumstances beyond IOP's reasonable control including, but not limited to, downtime relating to telecommunications lines or any Internet nodes or facilities. If access is suspended or interrupted, or fault or defect occurs which prevents access, IOP's liability shall be limited to using all commercially reasonable efforts to restore access as soon as is reasonably practicable. IOP shall have no other liability in this respect. IOP shall not be liable for any delay, downtime, transmission error, software or equipment incompatibility, force majeure or any failure of performance beyond its reasonable control.
- 19 IOP reserves the right to suspend access for a particular Member(s) to the Publications on detecting a breach of these terms and conditions but will not do so without notifying the relevant Member(s) in advance.

Warranties and Exclusions of Liability

- 20 IOP WARRANTS THAT IT IS ENTITLED TO GRANT THE LICENCES IN THESE TERMS AND CONDITIONS.
- 21 IOP WILL TAKE REASONABLE CARE TO ENSURE THAT THE PUBLICATIONS ARE COMPLETE, ACCURATE AND ERROR FREE BUT IOP DOES NOT WARRANT THEIR COMPLETENESS OR ACCURACY AND DOES NOT WARRANT THAT THE MEMBERS' ACCESS TO THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE RESULTS OBTAINED WILL BE USEFUL OR WILL SATISFY INSTITUTIONAL REQUIREMENTS.
- 22 OTHER THAN AS SET OUT ABOVE, IOP MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF QUALITY, ORIGINALITY, SUITABILITY, SEARCHABILITY, OPERATION, PERFORMANCE, COMPATIBILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 23 IOP SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR OTHER DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS LICENCE

AND/OR USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, FOR LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF CONTRACTS, BUSINESS INTERRUPTION OR LOSS OF DATA.

- 24 IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF IOP FOR ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF A BREACH OR TERMINATION OF ACCESS TO THE SERVICE, WHETHER IN CONTRACT, TORT OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, DUE TO NEGLIGENCE, EXCEED THE TOTAL AMOUNT PAID BY THE CONSORTIUM AND/OR THE MEMBERS TO IOP FOR THE SERVICE DURING THE YEAR IN WHICH SUCH CLAIM, LOSS OR DAMAGE OCCURRED, EVEN IF IOP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL CLAIM, LOSS OR DAMAGE.
- 25 THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.
- 26 REGARDLESS OF THE CAUSE OR FORM OF ACTION, NEITHER THE CONSORTIUM NOR THE MEMBERS MAY BRING ANY ACTION ARISING FROM THESE TERMS AND CONDITIONS MORE THAN SIX CALENDAR MONTHS AFTER THE CAUSE OF ACTION AROSE.
- 27 EACH OF THE MEMBERS ASSUMES SOLE RESPONSIBILITY FOR ALL USE OF THE SERVICE THROUGH ITS IP ADDRESSES AND INDEMNIFIES AND AGREES TO HOLD IOP INDEMNIFIED FROM ANY LIABILITY OR CLAIM OF ANY PERSON ARISING FROM SUCH USE.
- 28 IOP USES ALL REASONABLE ENDEAVOURS TO INCLUDE ALL RESEARCH MATERIAL FORMING PART OF THE PRODUCTS IN THE ARCHIVE SERVICE BUT DUE TO THE AGE, RARITY AND UNAVAILABILITY OF CERTAIN MATERIAL, IOP ACCEPTS NO RESPONSIBILITY FOR THE COMPLETENESS OF THE MATERIAL AND MAKES NO REPRESENTATION OR WARRANTY IN THIS REGARD.
- 29 IOP CONDUCTS REASONABLE QUALITY CHECKING AS PART OF THE PRODUCTION PROCESS OF THE PUBLICATIONS. THIS CHECKING ENCOMPASSES ACCURACY AND COMPLETENESS. NO CHECKING ABOVE AND BEYOND THIS HAS BEEN CARRIED OUT. IOP WILL TAKE REASONABLE CARE TO ENSURE THAT THE PUBLICATIONS ARE COMPLETE, ACCURATE AND ERROR FREE BUT IOP ACCEPTS NO RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF THE PUBLICATIONS AND MAKES NO WARRANTY OR REPRESENTATION IN THIS REGARD.

General

- 30 Failure to enforce any provision on any one occasion will not affect a party's right to enforce another provision or the same provision on another occasion. These terms and conditions constitute the entire agreement between the parties relating to the Service and supersede any prior communication between them with respect to the subject matter hereof. This is not intended to exclude any liability that either party may have for fraud.
- 31 Where, at the time of agreeing to these terms and conditions, the Members have existing subscriptions to print journals published by IOP and included within the Service, they may be entitled to renew those print subscriptions for a deep discount rate of 90% of the full rate print subscription cost whilst they have access to the Service.
- 32 The liability of the Consortium and the Members under this Licence is several.
- 33 Any notice served by a party to this Licence may be sent by air mail or courier to the address set out below or by email transmission to the email address set out below and, if so sent, shall be deemed to have been served, in respect of airmail or courier, ten working days after the date of

posting and, in respect of email, at the time of such transmission (if on a working day) or, if not so received, 10am on the next working day. Notices sent to a Member by IOP relating to this Licence will be copied to the Consortium.

Air mail / courier notices to be sent to:

IOP PUBLISHING LIMITED
TEMPLE CIRCUS
TEMPLE WAY
BRISTOL
BS1 6HG
ENGLAND

Email notices to be sent to: customerservices@ioppublishing.org

- 34 Nothing in this Licence shall create or be deemed to create a partnership or the relationship of principal and agent between the parties and the Consortium and the Members shall have no right or authority to bind or to make any representation or warranty on behalf of IOP.
- 35 The failure of any party to enforce any provision on one occasion shall not affect its right to enforce another provision or the same provision on another occasion.
- 36 If any provision of this Licence is void or unenforceable, or renders this Licence or any part of it void or unenforceable, then that provision shall be severable from the remainder of this Licence which shall continue in force and be construed as if such provision had never been contained.
- 37 Where, during the term of this Licence, a Member merges with another institution it shall be entitled to add that institution's sites to this Licence provided that, where that other institution is an existing customer of IOP, that institution maintains all of its then current subscriptions with IOP (whether for print and/or electronic products and services) or, where that institution wishes to cancel any or all of its existing subscriptions, going forward, the cost of those cancelled subscription(s) is added to the then current Licence Fee payable under this Licence. If the merged institution or organisation was not a current customer of IOP at the time of the merger then IOP reserves the right to increase the licence fee to reflect the addition.
- 38 Save where disclosure is required by the Consortium's or a Member's governing law or constitution, the Consortium and the Members shall keep confidential the fees and shall not disclose the same to any third party. This Licence shall be made available and registered by the Consortium in the ESAC Transformative Agreement Registry ("ESAC") thirty ("30") days after signing. The version of this Licence made available on ESAC shall include 'headline' costs, conditions and services, unless specified by either party. For the avoidance of doubt, 'headline' costs do not include individual fees per Member. Communications such as emails and documents shared by the parties relating to this Licence shall remain confidential between the parties.
- 39 The Consortium warrants that it is the duly authorised agent and representative of the Members for the purpose of this Licence and has the authority to sign this Licence on their behalf.
- 40 Where an article in a journal is published by IOP on a gold open access basis (whether in a hybrid or gold open access journal) any person may post it anywhere they choose immediately under the terms of applicable Creative Commons licence referred to on that article. Where an article

in an IOP owned journal is published on a subscription basis, the accepted manuscript version of an article can be posted in accordance with the terms of IOP's applicable author rights policy, currently available at <https://publishingsupport.iopscience.iop.org/author-rights-policies/> For articles published on a subscription basis, posting the final published version is not permitted under any circumstances.

- 41 The Members will be permitted to carry out text and data mining of the Publications, in accordance with the terms set out in Schedule 7.
- 42 Where the Consortium provides Personal Data (as defined in the Data Protection Act 2018 and any subsequent legislation or regulations) to IOP, the Consortium acknowledges that such Personal Data may be processed:
 - 42.1 for the administration of this Licence;
 - 42.2 for the provision of services in connection with this Licence, including, but not limited to, creation of the Consortium's online accounts and exchange of customer service communications; and/or
 - 42.3 as otherwise stated in IOP's Privacy Policy from time to time.
- 43 Intentionally deleted.
- 44 IOP will support the archiving of the Publications to ensure that they are preserved for future scholarship in at least one of the following archiving solutions: Portico, CLOCKSS or LOCKSS, and IOP will inform the Consortium and the Members in which of the archiving solutions the Publications may be found. Subject to the Members having a contractual arrangement with one of these companies, and paying any fees payable to them, they will receive continued access to the Available Content in cases set out in those agreements.
- 45 IOP will:
 - 45.1 make available to the Consortium usage statistics compliant with the COUNTER Code of Practice (www.projectcounter.org);
 - 45.2 implement the Standardized Usage Statistics Harvesting Initiative (SUSHI) protocol (www.niso.org/workrooms/sushi); and
 - 45.3 every calendar quarter provide the Consortium with a complete list, including the first and final year, volume, and issue, of the Publications including comprehensive title information, structured in the most current KBART format.
- 46 Neither party's delay or failure to perform any provision of this Licence, as a direct result of circumstances beyond its reasonable control (including, but not limited to, war, strikes, floods, governmental restrictions, power, telecommunications or internet failures, or damage to or destruction of any network facilities) shall be deemed to be, or give rise to, a breach of this Licence.

SCHEDULE 2: PUBLICATIONS INCLUDED IN THIS LICENCE

IOP will send the Consortium an updated list of the Publications on a yearly basis. This list is subject to change by IOP. Such changes will be communicated to the Consortium and the Members as part of the annual update to the Publications.

The Publications included in this Licence in 2022 are as follows:

Titles	E-ISSN	Start year	End Year
2D Materials	2053-1583	2014	2022
Advances in Natural Sciences: Nanoscience and Nanotechnology	2043-6262	2019	2022
Applied Physics Express	1882-0786	2008	2022
Biofabrication	1758-5090	2009	2022
Bioinspiration and Biomimetics	1748-3190	2006	2022
Biomedical Materials	1748-605X	2006	2022
Biomedical Physics & Engineering Express	2057-1976	2015	2022
Chinese Physics B Formerly: Chinese Physics Formerly: Acta Physica Sinica (Overseas Edition)	2058-3834 1741-4199 -	2008 2000 1992	2022 2007 1999
Chinese Physics C	2058-6132	2008	2022
Chinese Physics Letters	1741-3540	1984	2022
Classical and Quantum Gravity	1361-6382	1984	2022
Communications in Theoretical Physics	1572-9494	1982	2022
Computational Science & Discovery	1749-4699	2008	2015
Convergent Science Physical Oncology	2057-1739	2015	2018
Distributed Systems Engineering	1361-6390	1993/1994	1999
Electronic Structure	2516-1075	2019	2022
EPL	1286-4854	1986	2022
European Journal of Physics	1361-6404	1980	2022
Flexible and Printed Electronics	2058-8585	2016	2022
Fluid Dynamics Research	1873-7005	1986	2022
Functional Composites and Structures	2631-6331	2018	2022
Inverse Problems	1361-6420	1985	2022
Izvestiya: Mathematics * Formerly: Russian Academy of Sciences: Izvestiya Mathematics Formerly: Mathematics of the USSR – Izvestiya	1468-4810 - -	1995 1993 1967	2022 1995 1992
Japanese Journal of Applied Physics	1347-4065	1962	2022
Journal of Breath Research	1752-7163	2007	2022
Journal of Cosmology and Astroparticle Physics	1475-7516	2003	2022
Journal of High Energy Physics	1029-8479	1997	2009
Journal of Instrumentation	1748-0221	2006	2022
Journal of Micromechanics and Microengineering	1361-6439	1991	2022
Journal of Neural Engineering	1741-2552	2004	2022
Journal of Optics	2040-8986	2010	2022

Formerly: Journal of Optics A: Pure and Applied Optics (from 1999) (Formed by merger of Journal of Optics (1977-1998) and Pure and Applied Optics: Journal of the European Optical Society Part A (1992-1998))	1741-3567 - 1361-6617	1999 1977 1992	2009 1998 1998
Formerly: Nouvelle Revue d'Optique (1973- 1976) Formerly also Nouvelle Revue d'Optique Appliquée (1970-1972)	- -	1973 1970	1976 1972
Journal of Physics A: Mathematical and Theoretical (from 2007) Formerly: Journal of Physics A: Mathematical and General (1975- 2006) Formerly: Journal of Physics A: Mathematical, Nuclear and General (1973-1974) Formerly: Journal of Physics A: General Physics (1968-1972)	1751-8121 1361-6447 - -	2007 1975 1973 1968	2022 2006 1974 1972
Journal of Physics B: Atomic, Molecular and Optical Physics (from 1988) Formerly: Journal of Physics B: Atomic and Molecular Physics (1970-1987) In 2006 this journal merged with Journal of Optics B: Quantum & Semiclassical Optics(1999-2005) Formerly Quantum and Semiclassical Optics: Journal of the European Optical Society Part B (1995-1998) Formerly Quantum Optics: Journal of the European Optical Society Part B (1989-1994)	1361-6455 - 1741-3575 1361-6625 -	1988 1968 1999 1995 1989	2022 1987 2005 1998 1994
Journal of Physics: Condensed Matter (from 1989) Formed by merger of: Journal of Physics C: Solid State Physics (1970- 1988) Journal of Physics F: Metal Physics (1971- 1988)	1361-648X - -	1989 1968 1971	2022 1988 1988
Journal of Physics D: Applied Physics Formerly British Journal of Applied Physics (1950 – 1967)	1361-6463 -	1968 1950	2022 1967
Journal of Physics G: Nuclear and Particle Physics Formerly: Journal of Physics G: Nuclear Physics (1975-1988)	1361-6471 -	1989 1975	2022 1988
Journal of Radiological Protection Formerly : Journal of the Society for Radiological Protection (1981 - 1987)	1361-6498 -	1988 1981	2022 1987
Journal of Semiconductors	2058-6140	2009	2022
Journal of Statistical Mechanics: Theory and Experiment	1742-5468	2004	2022
Laser Physics	1555-6611	2013	2022
Laser Physics Letters	1612-202X	2004	2022
Materials Research Express	2053-1591	2014	2019
Measurement Science and Technology Formerly: Journal of Physics E: Scientific Instruments (1968-1989) Formerly Journal of Scientific Instruments (1923 – 1967)	1361-6501 - -	1990 1968 1923	2022 1989 1967
Methods and Applications in Fluorescence	2050-6120	2013	2022
Metrologia	1681-7575	1965	2022
Modelling and Simulation in Materials Science and Engineering	1361-651X	1992	2022
Multifunctional Materials	2399-7532	2018	2022
Nano Futures	2399-1984	2017	2022
Nanotechnology	1361-6528	1990	2022
Nonlinearity	1361-6544	1988	2022

Nuclear Fusion	1741-4326	1960	2022
Physica Scripta	1402-4896	1970	2022
Physical Biology	1478-3975	2004	2022
Physics Education	1361-6552	1966	2022
Physics in Medicine & Biology	1361-6560	1956	2022
Physics in Technology	-	1973	1988
Formerly: Review of Physics in Technology (1970 – 1972)	-	1970	1972
Physics-Uspekhi	1468-4780	1993	2022
Formerly: Soviet Physics Uspekhi (1958 – 1992)	-	1958	1992
Physics Bulletin		1950	1988
Physics World	2058-7058	1988	2022
Physiological Measurement	1361-6579	1993	2022
Formerly: Clinical Physics and Physiological Measurement (1980-1992)	-	1980	1992
Plasma Physics and Controlled Fusion	1361-6587	1984	2022
Formerly: Plasma Physics (1967-1983)	-	1967	1983
Formerly Journal of Nuclear Energy Part C, Plasma Physics, Accelerators, Thermonuclear Research (1959- 1966)	-	1959/1960	1966
Plasma Research Express	2516-1067	2019	2022
Plasma Science and Technology	2058-6272	1999	2022
Plasma Sources Science and Technology	1361-6595	1992	2022
Proceedings of the Physical Society (1958-1967)	-	1958	1967
Proceedings of the Physical Society Section A (1949-1957)	-	1949	1957
Proceedings of the Physical Society Section B (1949-1957)	-	1949	1957
Proceedings of the Physical Society (1926-1948)	-	1926	1948
Proceedings of the Physical Society of London (1874-1925)	-	1874	1925
Publications of the Astronomical Society of the Pacific	1538-3873	1889	2022
Quantum Electronics	1468-4799	1993	2022
Formerly: Soviet Journal of Quantum Electronics	-	1971	1992
Quantum Science and Technology	2058-9565	2016	2022
Reports on Progress in Physics	1361-6633	1934	2022
Research in Astronomy and Astrophysics	2397-6209	2009	2022
Formerly Chinese Journal of Astronomy and Astrophysics	-	2001	2008
Russian Chemical Reviews	1468-4837	1960	2022
Russian Mathematical Surveys	1468-4829	1960	2022
Sbornik:Mathematics *	1468-4802	1995	2022
Formerly: Russian Academy of Sciences: Sbornik Mathematics	-	1993	1995
Formerly: Mathematics of the USSR – Sbornik	-	1967	1993
Semiconductor Science and Technology	1361-6641	1986	2022
Smart Materials and Structures	1361-665X	1992	2022
Superconductor Science and Technology	1361-6668	1988	2022
Surface Topography: Metrology and Properties	2051-672X	2013	2022
Transactions of the Optical Society (1899-1932)	-	1899	1932
Translational Materials Research	2053-1613	2014	2018

* - Volumes re-numbered in 1995 – no gap in volume

Included within the Fees is a fee for the Continued Access Rights for the following Publications for the years stated:

Titles	E-ISSN	Start Year	End Year
Advances in Natural Sciences: Nanoscience and Nanotechnology	2043-6262	2019	2021
Biomedical Physics & Engineering Express	2057-1976	2015	2016
Flexible and Printed Electronics	2058-8585	2016	2017
Electronic Structure	2516-1075	2019	2021
Multifunctional Materials	2399-7532	2018	2018
Nano Futures	2399-1984	2017	2018
Plasma Research Express	2516-1067	2019	2021
Quantum Science and Technology	2058-9565	2016	2017

SCHEDULE 3: TERM, FEES AND MEMBERS**Initial Term of Licence**

1 January 2022 – 31 December 2024

Fees

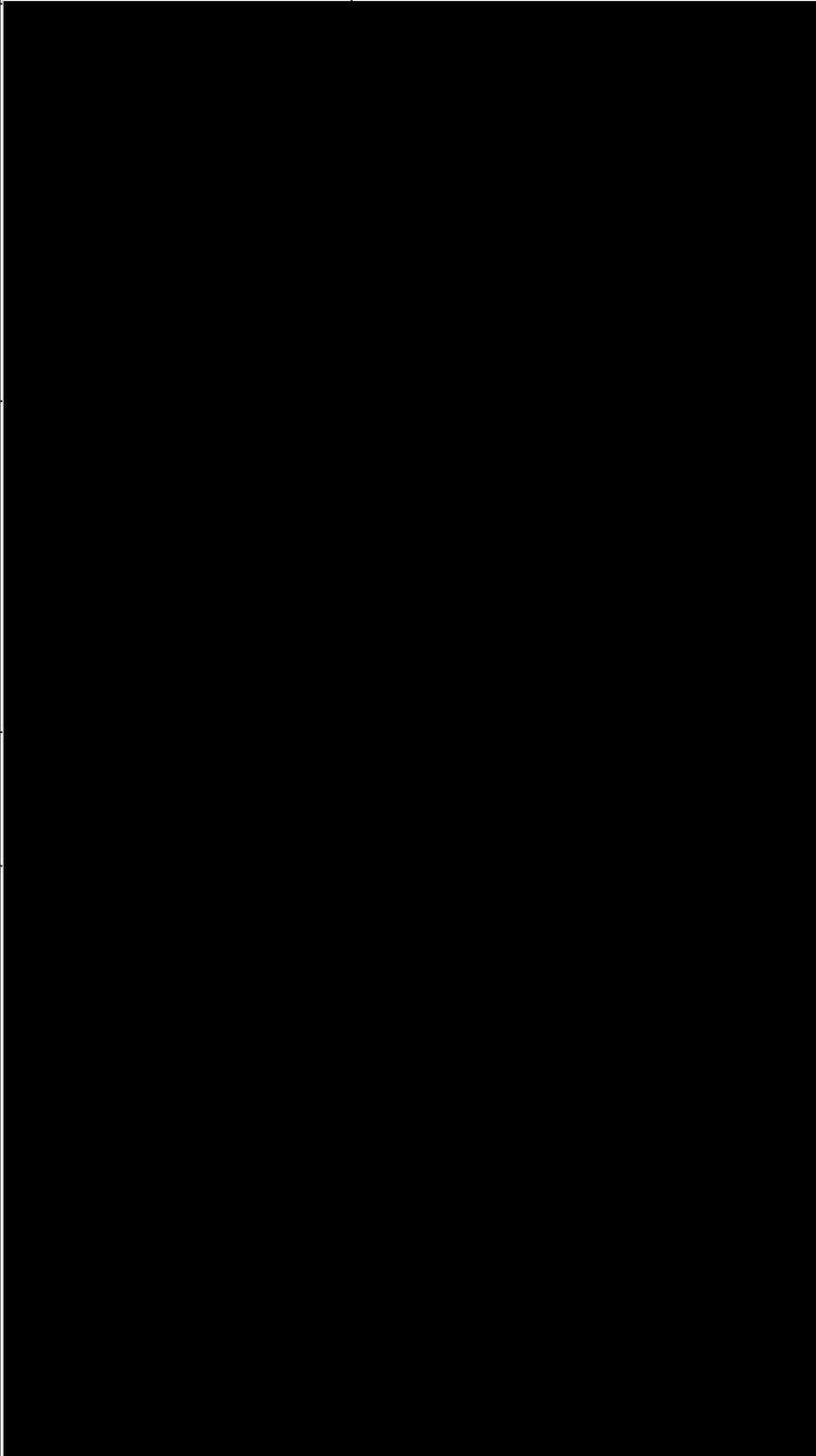
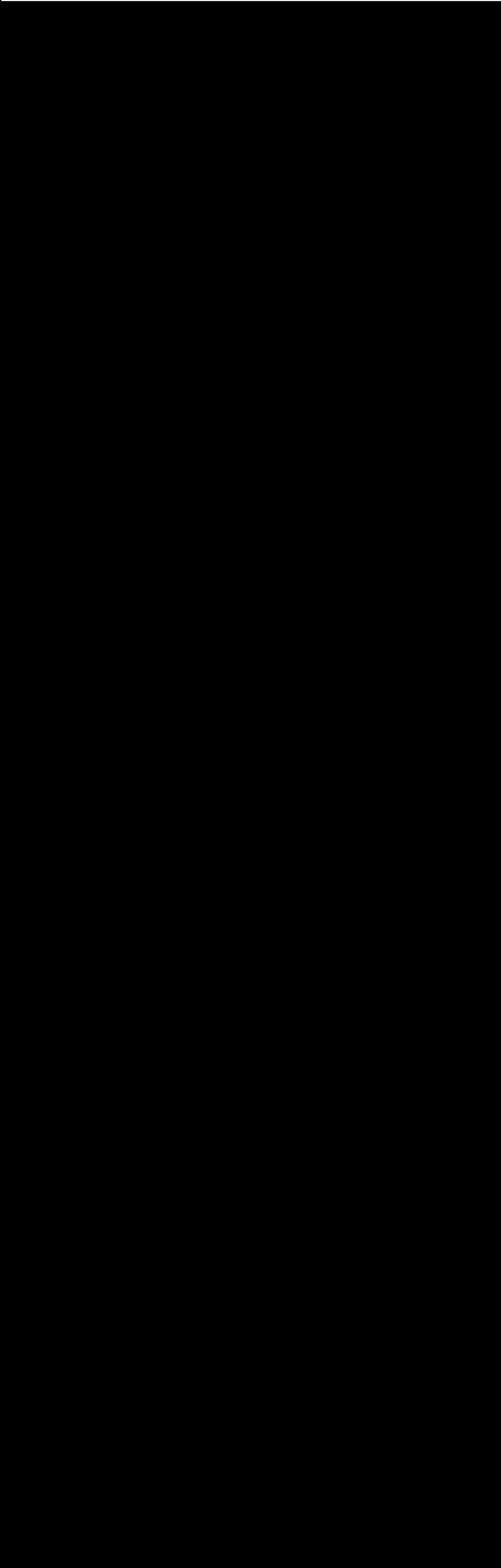
The Member(s) will be invoiced by the Consortium who will pay IOP on its behalf.

The total fee (excluding any taxes) payable by the Consortium on behalf of the Member(s) under this Licence shall be as follows:

Institution		Year 1: 2022	Year 2: 2023	Year 3: 2024*
Universität Basel				
Universität Bern incl. PH Bern				
Université de Fribourg				
Université de Genève				
Universität Zürich				
EPF Lausanne				
ETH Zürich				
Lib4RI				
Fachhochschulen	Berner Fachhochschule (BFH)			
	Fachhochschule Nordwestschweiz (FHNW)			
	OST - Ostschweizer Fachhochschule			
	Fachhochschule Graubünden (FHGR)			
	Pädagogische Hochschule Zürich (PHZH)			
	Hochschule für Wirtschaft Zürich (HWZ)			
	Zürcher Hochschule für Angewandte Wissenschaften (ZHAW)			
	Zürcher Hochschule der Künste (ZHdK)			
	Hochschule Luzern (HSLU)			
	Haute école spécialisée de Suisse occidentale (HES-SO)			
	Scuola universitaria professionale della Svizzera italiana (SUPSI)			
Total Fee		£380,023.02	£387,623.48	£395,375.95

**The cost distribution for the calendar year 2024 is solely preliminary, and the final distribution per Member will be communicated to IOP by the Consortium until 31 October 2023. The parties will update this Schedule 3 by means of an amendment after receipt of such notification.*

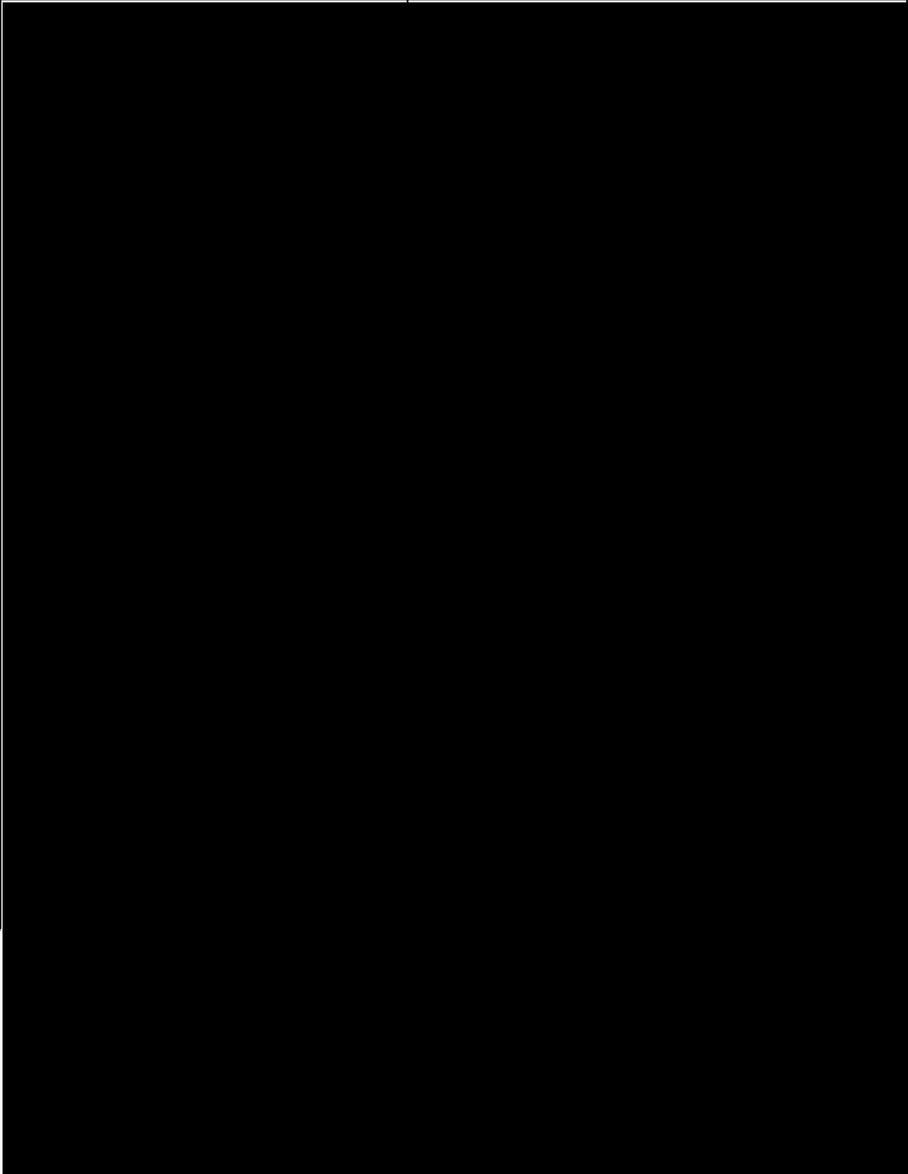
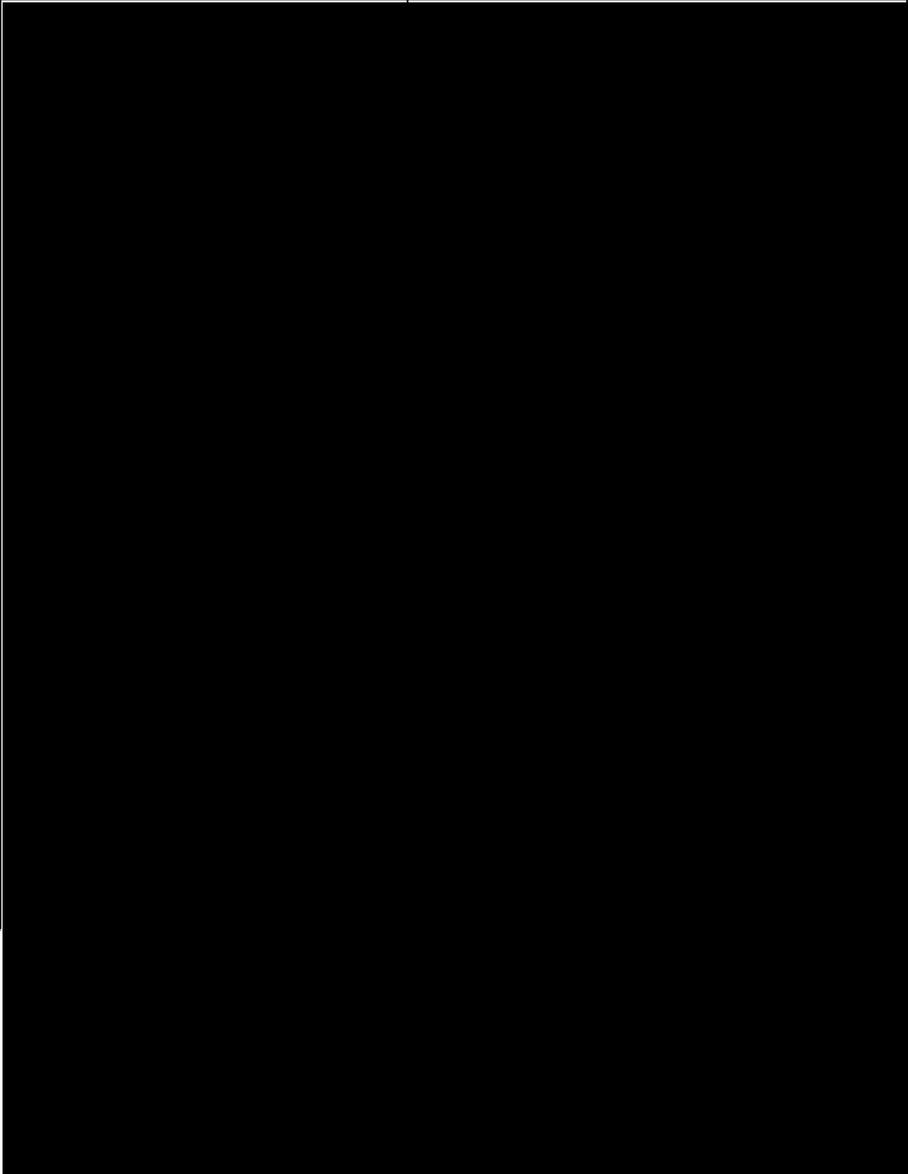
Members

Institution	Contact	IP addresses
Universität Basel		
Universität Bern incl. PH Bern		
Université de Fribourg		
Université de Genève		

Institution	Contact	IP addresses
Universität Zürich		
EPF Lausanne		
ETH Zürich		
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Fachhochschulen		

Fachhochschulen

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Hochschule Luzern (HSLU)		

Institution	Contact	IP addresses
Haute école spécialisée de Suisse occidentale (HES-SO)		
Scuola universitaria professionale della Svizzera italiana (SUPSI)		

SCHEDULE 4: OPEN ACCESS PUBLICATION

- 1 Subject to the remainder of this Schedule, with regard to the fees payable for periods starting on or after 1 January 2022, and during the term of this Licence, IOP will charge the amounts outlined in Schedule 3 for this Licence.
- 2 The “Corresponding Author” shall be defined as the author that:
 - i. submits a manuscript to an IOP journal or that of one of its partners; and
 - ii. is the author responsible for communicating with the journal during the submission, peer review and publication process;
- 3 For the purposes of this Licence, a manuscript may not have more than one Corresponding Author for Eligible Articles (as defined below) under this Schedule. This includes post-publication contact authors, which may differ from the Corresponding Author.
- 4 The Corresponding Author may not be changed retrospectively without approval in writing by IOP.
- 5 An “Eligible Article” is an article which:
 - i. has a Corresponding Author that is a current staff member, researcher (permanent, temporary and visiting), or student of a Member at the time of article acceptance;
 - ii. is published within an Included Journal or Included Gold OA Journal (listed in Schedule 5 and Schedule 6 respectively);
 - iii. is a manuscript of the type paper, special issue paper, review and/or letter (intended to cover all original research and review type content);
 - iv. has been accepted by IOP within the term of this Licence. The submission date of an article does not determine the eligibility of the article;
 - v. has been identified for inclusion within the Licence under the process outlined in clause 7 below; and
 - vi. is approved for inclusion by the named contact at the Member on acceptance of the article by IOP or the respective partner within the term of this Licence.
- 6 The Article Publication Charges (“APCs”) shall be included in the Fee for all Eligible Articles.
- 7 The following process to identify and include Eligible Articles under this Licence shall be followed.
 - i. During the peer review process, IOP will make reasonable efforts to identify and inform Corresponding Authors of their article’s possible eligibility for inclusion in this Licence and/or IOP will use reasonable efforts to ensure that the respective partner informs those authors where a journal is owned by that partner; IOP and its partners assume no liability for failure to identify whether a Corresponding Author is a current staff member, researcher or student of a Member;

- ii. The Corresponding Author may opt out in writing from their article being included under the Licence within five (“5”) days of being notified of possible eligibility;
 - iii. Where a potentially Eligible Article is identified, the article will be published as an open access publication, subject to clauses 7iv, 7v and 7vi, unless the Corresponding Author opts out within five (“5”) days of notification;
 - iv. In order for an article to be approved as an Eligible Article, IOP and/or the respective partner will notify the Member in writing with a request for approval once such an article has been identified and accepted for publication;
 - v. The responsibility of approving an Eligible Article shall be exclusively that of the Member, which must verify that the article meets their requirements. Members may request additional information (including the email address of the Corresponding Author) if required for the approval process;
 - vi. The Member must respond to IOP within five (“5”) working days of a request for approval, or request to extend this by up to an additional five (“5”) working days. If the Member does not notify IOP in writing within this or any extended period that it wishes IOP to treat the article as an Eligible Article, then IOP shall not treat the article as an Eligible Article. If IOP is concerned about the speed of responses, or considers that validations are adversely impacting authors, IOP will notify the respective Member;
 - vii. If an article is published on a subscription basis, but is identified subsequently as an Eligible Article, then IOP and/or its respective partners (as applicable) shall be under no obligation to change its status retrospectively;
 - viii. Where any charges are payable for publication of the Eligible Article in addition to the APC, including, but not limited to, page charges, these remain payable by the Corresponding Author; and
 - ix. The decision whether or not to publish any article shall be taken by IOP and / or respective partner in its absolute discretion, using its editorial criteria.
- 8 IOP will deliver article metadata including Open Access licence information to CrossRef.
- 9 Any Eligible Article will be published under a Creative Commons CC BY licence and can be posted to institutional and subject repositories immediately, in accordance with the terms of that CC BY licence.
- 10 IOP will send quarterly reports and an annual statement of the Eligible Articles accepted and published within the period to the Consortium. These reports shall include the following details:
- Name of journal
 - Article title
 - DOI of article
 - Name of eligible Corresponding Author
 - Email of eligible Corresponding Author
 - Online publication date
 - Acceptance date
 - APC list price applicable to article

- 11 IOP will notify the Consortium in writing when any titles will be added or removed to the list of Included Journals (Schedule 5) or Included Gold OA Journals (Schedule 6).

SCHEDULE 5: INCLUDED HYBRID JOURNALS

IOP will send the Consortium an updated list of Included Hybrid Journals on a yearly basis. This list is subject to change by IOP. Such changes will be communicated to the Consortium and the Members as part of the annual update to the Included Hybrid Journals.

E-ISSN	Journal Name
2053-1583	2D Materials
1882-0786	Applied Physics Express
1758-5090	Biofabrication
1748-3190	Bioinspiration & Biomimetics
1748-605X	Biomedical Materials
2057-1976	Biomedical Physics & Engineering Express
1361-6382	Classical and Quantum Gravity
2516-1075	Electronic Structure
2631-8695	Engineering Research Express
1361-6404	European Journal of Physics
1286-4854	Europhysics Letters
2058-8585	Flexible and Printed Electronics
1873-7005	Fluid Dynamics Research
2631-6331	Functional Composites and Structures
1361-6420	Inverse Problems
1347-4065	Japanese Journal of Applied Physics
1752-7163	Journal of Breath Research
1475-7516	Journal of Cosmology and Astroparticle Physics
1748-0221	Journal of Instrumentation
1361-6439	Journal of Micromechanics and Microengineering
1741-2552	Journal of Neural Engineering
2040-8986	Journal of Optics
1751-8121	Journal of Physics A: Mathematical and Theoretical
1361-6455	Journal of Physics B: Atomic, Molecular and Optical Physics
1361-6463	Journal of Physics D: Applied Physics
1361-6471	Journal of Physics G: Nuclear and Particle Physics
1361-648X	Journal of Physics: Condensed Matter
1361-6498	Journal of Radiological Protection
1742-5468	Journal of Statistical Mechanics: Theory and Experiment
1555-6611	Laser Physics
1612-202X	Laser Physics Letters
1361-6501	Measurement Science and Technology
2050-6120	Methods and Applications in Fluorescence
1681-7575	Metrologia
1361-651X	Modelling and Simulation in Materials Science and Engineering
2399-7532	Multifunctional Materials
2399-1984	Nano Futures
1361-6528	Nanotechnology
1361-6544	Nonlinearity

1741-4326	Nuclear Fusion
1402-4896	Physica Scripta
1478-3975	Physical Biology
1361-6552	Physics Education
1361-6560	Physics in Medicine & Biology
1361-6579	Physiological Measurement
1361-6587	Plasma Physics and Controlled Fusion
2516-1067	Plasma Research Express
1361-6595	Plasma Sources Science and Technology
2516-1083	Progress in Energy
2516-1091	Progress in Biomedical Engineering
1538-3873	Publications of the Astronomical Society of the Pacific
2058-9565	Quantum Science & Technology
1361-6641	Semiconductor Science and Technology
1361-665X	Smart Materials and Structures
1361-6668	Superconductor Science and Technology
2051-672X	Surface Topography: Metrology and Properties

SCHEDULE 6: INCLUDED GOLD OA JOURNALS

IOP will send the Consortium an updated list of Included Gold OA Journals on a yearly basis. This list is subject to change by IOP. Such changes will be communicated to the Consortium and the Members as part of the annual update to the Included Gold OA Journals.

E-ISSN	Journal Name
2515-7620	Environmental Research Communications
2634-4505	Environmental Research: Infrastructure and Sustainability
1748-9326	Environmental Research Letters
2633-1357	IOP SciNotes
2399-6528	Journal of Physics Communications
2632-072X	Journal of Physics: Complexity
2515-7655	Journal of Physics: Energy
2515-7639	Journal of Physics: Materials
2515-7647	Journal of Physics: Photonics
2632-2153	Machine Learning: Science and Technology
2633-4356	Materials for Quantum Technology
2053-1591	Materials Research Express
2632-959X	Nano Express
2634-4386	Neuromorphic Computing and Engineering
1367-2630	New Journal of Physics
2752-5295	Environmental Research: Climate
2752-5309	Environmental Research: Health
2752-664X	Environmental Research: Ecology

SCHEDULE 7: TEXT AND DATA MINING

"Text and Data Mining" means to download, extract and index information from the Publications for non-commercial purposes. Where required, mount, load and integrate the results on a server used for the Consortium and/or the Members' text-mining system and evaluate and interpret the TDM Output. The Consortium and the Members shall use all reasonable efforts to ensure compliance with this Licence, including security and technical access requirements; and

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 - 2.3 extract, develop or use the Publications in any commercial activity other than for Text and Data Mining;
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 - 2.5 use any robots, spiders, crawlers or other automated downloading programs, algorithms or devices to continuously and automatically search, scrape, extract, deep link, index or disrupt the working of the Publications; and/or
 - 2.6 substantially reproduce, retain or redistribute the Publications.

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- 4 Any rights of the Consortium and the Members to carry out Text and Data Mining of the Publications shall only apply whilst this Licence is in force and, upon termination of this Licence for any reason, those rights shall cease automatically save in so far as they relate to any issues of the Publications in which the Consortium and the Members have continued access rights under this Licence. Accordingly, upon termination, the Consortium and the Members shall delete from their and all third party servers all other issues of the Publications that they have stored for Text and Data Mining, unless necessary for purposes of reproducibility.

As witness the hands of the parties the day and year first above written.



DATE: December 28, 2021 | 05:24 PST

FOR AND ON BEHALF OF IOP PUBLISHING LIMITED



DATE: Januar 4, 2022 | 02:36 PST

FOR AND ON BEHALF OF THE CONSORTIUM