



American Chemical Society
Publications Division
Online Products Institutional Access Agreement

This Online Products Institutional Access Agreement (“Agreement”) is entered into on January 1, 2023 between the American Chemical Society (“ACS”), a federally-chartered nonprofit located at 1155 16th Street NW, Washington DC 20036 and CONSORTIUM OF SWISS ACADEMIC LIBRARIES c/o SLSP AG (Master), Kasernenstrasse 77 A/B, 8004 Zürich, Switzerland, acting on behalf of its member Libraries which are the Grantees (“Grantee”) (ACS and the Grantee are collectively referred to in this Agreement as “the Parties”).

1. SCOPE OF GRANT

- 1.1. ACS grants Grantee non-exclusive and nontransferable permission to access ACS products and services as identified in the attachments to this Agreement (collectively “ACS Products”), subject to the terms and conditions set forth in this Agreement, including all attachments.

2. TERM

- 2.1. The Initial Term of this Agreement shall be for the 2023-2025 subscription years.

3. FEES AND PAYMENTS

- 3.1. Grantee agrees to pay ACS the amounts (Access Fee) set forth in the attached “Quote” attachment, as may be supplemented by mutual consent via subsequent quote sheet at the time of renewal. ACS will not activate Grantee’s access to the ACS Products until Grantee provides ACS with: (1) the email address of a contact person; (2) a duly executed Agreement; and (3) any other information required by ACS to set-up and activate Grantee’s access.
- 3.2. Grantee agrees to pay all ACS invoiced Access Fees within sixty (60) days of receipt of the invoice date. ACS reserves the right to discontinue Grantee’s access to the ACS Products and to terminate this Agreement in the event Grantee fails to pay all Access Fees in accordance with the ACS invoice.
- 3.3. ACS reserves the right to modify the Access Fee for any renewal term beyond the Initial Term upon written notice to and agreement by Grantee.

4. INSTITUTIONAL CUSTOMER TYPE; AUTHORIZED USERS; SITES; ADDRESSES

- 4.1. If Grantee is a “consortium,” Grantee shall, prior to ACS’s activation of Grantee’s access to the ACS Products, provide ACS with a current listing of all participating consortium members, including physical location and IP addresses. Further, by entering into this Agreement, Grantee affirms its authority to enter into this Agreement on behalf of each of the listed consortium

members. During the Term of this Agreement, Grantee shall promptly notify ACS of any changes to the membership of the consortium. Grantee acknowledges that any such changes to the membership of the consortium may necessitate a change in the Access Fee due under this Agreement. Grantee shall notify each consortium member of the terms and conditions for accessing the ACS Products. Grantee further agrees to notify ACS promptly upon learning of any violations of this Agreement by any consortium members and/or consortium members' authorized users and will cooperate with the ACS in investigating any such violations or unauthorized uses and in taking reasonable steps to prevent a reoccurrence.

- 4.2. ACS grants to Grantee and its Authorized Users at the authorized sites approved by ACS ("Authorized Sites") identified in the Site List and IP Address Attachment ("Site List Attachment"), online access to the ACS Products. This Agreement extends to Grantee and Authorized Users individually at Authorized Sites. For purposes of this Agreement, "Authorized Users" means, those serving in the capacity of employees, faculty and other teaching staff, and persons officially registered as full or part-time students located at an Authorized Site. Authorized Users may access the ACS Products from remote sites. Others who are physically present at an Authorized Site may access the ACS Products but may not do so from locations outside of an Authorized Site ("Other Users").
- 4.3. Authorized Users will be recognized and authorized by their Internet Protocol ("IP") addresses. Grantee is responsible for providing valid IP addresses. The form of the IP addresses must be acceptable to ACS as defined on the IP Address and Site List Attachment. IP Ownership must be verifiable and IP addresses must be directly affiliated with Grantee. Only those IP addresses submitted by Grantee, listed on the Site List Attachment, and approved by ACS will have access to the ACS Products. If the Grantee(s) plan to use a Proxy Server or enable Virtual Private Network (VPN) access, such access must be registered with ACS and use an ACS-approved configuration.
- 4.4. Grantee shall exercise reasonable care and shall be responsible for all access control to ensure only Authorized Users and Other Users access the ACS Products for Permitted Use as defined herein. All usage/downloads of ACS content by Authorized Users and Other Users that gain access through the Grantee's firewall, proxy servers and other gateways for users authorized via the ACS Approved IP addresses listed on the Site List Attachment will be factored into the Grantee's Access Fee. Grantee agrees to notify Authorized Users and Other Users of the relevant conditions for accessing ACS Products. Grantee further agrees to notify ACS promptly upon learning of any violations of this Agreement by Authorized Users and Other Users and will cooperate with the ACS in investigating any such violations or unauthorized uses and in taking reasonable steps to prevent a reoccurrence.

5. **PERMITTED USES**

- 5.1. Authorized Users and Other Users may view, download, save, or print individual articles, individual book chapters, proceedings, Reagent Chemicals monographs or other individual items from the ACS Products for their personal scholarly, research, and educational use. If the Grantee is a commercial entity, Authorized Users may use ACS Products to support their scientific research undertaken in the normal course of their employment or in connection with the process

of obtaining regulatory approval for drug products as provided herein. Authorized Users and Other Users may make a printed copy of individual articles, individual book chapters, proceedings, Reagent Chemical monographs, or other individual items from the ACS Products for the internal or personal use of others who are Authorized Users but who are unable to access the ACS Products. Authorized Users and Other Users may include (and are encouraged to provide) links to the ACS Products as part of course pack offerings or within an e-mail communications.

- 5.2. Except as set forth in Prohibited Uses herein, Grantee may use the ACS Products to fulfill requests for Interlibrary Loans ("ILL") by transmitting a copy of an article in PDF format via electronic transmission or by mail, fax, Ariel, or other ILL mechanisms. ILLs are permitted to support non-commercial scholarly research by patrons of other libraries such as public, school, or college libraries. Such ILL shall be limited to non-systematic, infrequent and sporadic transmissions to a third party, which as a general rule should mean a de minimis number of free article copies of individual journal articles, proceedings, individual book chapters, Reagent Chemicals monographs or other individual items from the ACS Products per year. Notwithstanding anything to the contrary, international cross-border ILL is not permitted. ILL to libraries of commercial entities is not permitted.
- 5.3. Grantee or Authorized Users may provide print or electronic copies of individual items taken from ACS Products to national or international regulatory authorities in connection with the preparation or submission of the Grantee's or Authorized User's applications for drug and product approval, provided that such applications do not amount to commercial redistribution for direct profit. Grantee and Authorized Users may supply print or electronic copies of individual items taken from the ACS Products when required by law.
- 5.4. Grantee or Authorized Users may reactively supply print or electronic copies of individual items taken from ACS Products to healthcare professionals or other third parties in response to enquiries relating to Grantee's medical products. Such copies must carry, without modification, those copyright notices already incorporated in the ACS Products. This use of the ACS Products is restricted to responding to enquiries only. For the avoidance of doubt, this excludes proactive or multiple supplies of articles for marketing, sales, or other purposes, including any activity that would replace a subscription or the purchase of reprints.

6. PROHIBITED USES

- 6.1. Except as provided in Permitted Uses herein, Grantee, its Authorized Users and Other Users agree not to forward, transfer, sell, rent, or otherwise knowingly distribute or provide access to the ACS Products or any portions thereof, to any third party. Individual articles, individual book chapters, proceedings, Reagent Chemicals monographs or other individual items from the ACS Products and other information obtained under this Agreement may not be used for fee-for-service purposes such as document delivery, except under a separately negotiated transactional agreement. The ACS Products may not be used to supply single articles, individual book chapters, proceedings, Reagent Chemicals monographs, or other individual items to ILL requesters that are employed by a commercial organization or by a library that belongs to a for-profit company without prior written approval of ACS.

- 6.2. Authorized Users and Other Users may not use ACS Products to support work performed on behalf of any commercial entity other than the Grantee. Grantee agrees to take all reasonable measures to ensure proper use of ACS Products by Authorized Users and Other Users, and agrees to remedy identified cases of prohibited use.
- 6.3. Authorized Users and Other Users may not modify, alter, or create derivative works of the materials contained in the ACS Products without prior written permission from ACS. Indexing, by human or machine means, aggregating, data mining, peer-to-peer (or similar) file-sharing are all prohibited uses unless an institution concludes a specific, separate agreement with ACS to do so. Authorized Users and Other Users may not use illustrations or other graphic excerpts or abstracts without a complete citation and the inclusion of a persistent URL link to the appropriate material within ACS Products.
- 6.4. Individual articles, book chapters, Reagent Chemicals monographs, and other individual items from the ACS Products that include information obtained as a result of access to the ACS Products are not to be systematically downloaded, re-published in any media, print or electronic form. Individual articles, book chapters, Reagent Chemicals monographs, or other individual items from the ACS Products may not be downloaded in aggregate quantities or centrally stored for later retrieval.
- 6.5. Grantee acknowledges that ACS may prevent Grantee, its Authorized Users and Other Users from using, implementing, or authorizing use of any computerized or automated tool or application to search, index, test, or otherwise obtain information from ACS Products (including without limitation any “spidering” or web crawler application) that has a detrimental impact on the use of the services under this Agreement. Grantee agrees to assist ACS in correcting unauthorized use of such methods or applications and acknowledges that ACS may from time-to-time implement tools or other controls on the ACS Products to regulate or restrict use of computerized or automated applications that are used to search, index, test, or obtain information from the ACS Products. ACS acknowledges that Grantee may not be able to prevent its Authorized Users and Other Users from using such methods or applications.
- 6.6. Grantee is required to notify ACS of any infringements of copyrights or unauthorized use of which they become aware. Grantee will cooperate with the ACS in investigating any unauthorized uses and in taking reasonable steps to prevent a reoccurrence.

7. TRIAL AND/OR NEW SUBSCRIPTIONS

- 7.1. Grantee may from time to time during the Term of this Agreement desire access to other ACS products and/or services not identified in this Agreement as ACS Products, either for a limited, trial period (“Trial Subscription”) to determine its usefulness or suitability to Grantee or for changes to the list of ACS Products for the remainder of the Term of this Agreement. Similarly, Grantee may from time-to-time during the term of this Agreement desire access to other ACS products and/or services through the Metered Access Plan (MAP). Grantee’s access to and use of any and all such additional ACS products and/or services shall be subject to and governed by all applicable Terms and Conditions of this Agreement.

8. ACCESS

- 8.1. ACS shall use reasonable commercial efforts to provide continuous availability of ACS Products through the Internet. It is understood that availability will be subject to periodic interruption due to maintenance of the server(s), installation or testing of software, loading new information files, and downtime related to equipment or services outside the control of ACS including public and private telecommunications services or Internet nodes or facilities. ACS shall not be liable for any delay, downtime, transmission error, software or equipment incompatibilities, force majeure or other failure of performance. Where the ACS Products shall not be available to the Authorized Users for more than seven (7) consecutive days, ACS shall grant additional access for as many days as access was interrupted, after expiration of this Agreement. If the Agreement is renewed, then ACS will provide credit based on this calculation toward the fee for the renewal.
- 8.2. Except for termination for cause, upon request at the time of cancellation or expiration of this Agreement, Grantee will be provided access to the ACS Products from the ACS Web Editions published during Grantee's subscribed access period only. Upon cancellation of all or part of subscribed access, Grantee may retain digital access rights to only those journals that were subscribed to and published during the time the Grantee had an active, paid subscription to ACS Web Editions. Such digital access rights shall be contingent upon payment of an annual post-cancellation platform maintenance fee. Chemical & Engineering News, Reagent Chemicals, Back-file or Archive products, eBooks Symposium Series, or content acquired via ACS Articles on Command, ACS Metered Access, and ACS Lab Packs have no post cancellation rights. Agreements that terminate through cause or default have no post cancellation rights under this program. Upon cancellation of ACS Products, no additional service will be provided save the aforementioned options for the ACS Web Editions.
- 8.3. ACS will make reasonable efforts to maintain the legacy archive of journal articles published in PDF format between 1879 and 1995. In the event that it proves commercially unreasonable for ACS to maintain the ongoing availability of the PDF legacy archive, ACS, in consultation with its customer advisory panel, will make a conservation copy of the archive available through an acceptable repository to institutions that have access via a separate agreement.
- 8.4. ACS will make reasonable efforts to maintain the ACS Symposium Series Archive, Current Editions of the Symposium Series, and other similar eBook published content, online published in PDF and/or HTML format. In the unlikely event that it proves commercially unreasonable for ACS to maintain the ongoing availability of the content, ACS, in consultation with its customer advisory panel, will make a conservation copy of the ACS Symposium Series Archive and Current Editions of the Symposium Series online available through an acceptable repository.
- 8.5. ACS agrees to provide Grantee COUNTER compliant or, in the event that COUNTER is superseded by another reporting standard, comparable usage reports via a self-service web site on a monthly basis for applicable ACS Products subscribed to by Grantee under this Agreement.

9. DISPUTES

- 9.1. The Parties agree to enter into negotiations to resolve any controversy, claim or dispute (“Dispute”) arising under or relating to this Agreement. The Parties agree to negotiate in good faith to reach a mutually agreeable resolution of such dispute within ten (10) days of written notice of the dispute or such other time period as ACS and Grantee mutually agree. If the dispute is not timely resolved, the Parties agree, on request of either Party, to resolve the dispute by binding and final arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The arbitration shall take place in the District of Columbia, USA. The arbitrator(s) shall be bound to follow the provisions of this Agreement in resolving the dispute, and may not award specific performance or punitive damages. The decision of the arbitrator(s) shall be final and binding on the Parties, and any award of the arbitrator(s) may be entered or enforced in any court of competent jurisdiction. The Parties agree that the conduct and results of the arbitration will be kept confidential except as required by law. Notwithstanding anything in this Section to the contrary, disputes in which there is a claim for injunctive relief or other equitable remedy, including specific performance, may be brought in any court having competent jurisdiction throughout the world. The foregoing notwithstanding, the Parties recognise that, by virtue of its international legal status, CERN enjoys certain privileges and immunities in its Host and Member States and that nothing in this Agreement shall constitute or be construed as constituting a waiver of any of those privileges and immunities.

10. TERMINATION

- 10.1. Termination for Default. If either party breaches a term of this Agreement, the other may send written notice of the breach, including a reasonable cure period of not less than seven (7) business days. If the breach is not cured within that time, or if the Parties do not reach a satisfactory agreement on extending the cure period, then the non-breaching party may terminate this Agreement effective immediately upon written notice. In the event Grantee wishes to restore access after a termination for default, if the reduced access period is less than ninety (90) days, there will be no reduction in Grantee’s current subscription price. If the Grantee is reinstated after ninety (90) days access cancellation, the Grantee shall be required to pay a service charge prior to reinstatement. Once Grantee’s account is in good standing, ACS will provide Grantee with a prorated credit for its following year’s subscription fee equivalent to the reduced or terminated access period. For the avoidance of doubt, and notwithstanding anything to the contrary, a breach by a member library shall not be consider a breach by the other member institutions and shall not affect these other member library. Each member library shall be liable for its fee only.
- 10.2. Termination for Convenience. Either party may cancel this Agreement at any time by providing the other party with sixty (60) days prior written notice. In the event of such a termination by Grantee, Grantee shall not receive a pro-rated refund of the unused Access Fee, and in the event of such a termination by ACS, Grantee shall be entitled to receive a pro-rated refund of the unused Access Fee. Notwithstanding, in cases of multi-year subscriptions, Grantee may not cancel this Agreement until after the completion of the agreed-upon multi-year Term.

11. COPYRIGHTS; OTHER INTELLECTUAL PROPERTY RIGHTS

- 11.1. Except as otherwise specifically noted, ACS is the owner of all right, title and interest in the content of the ACS Products, including, without limitations, individual journals, articles, abstracts, book chapters, proceedings. All ACS Products are protected under the Copyright Laws of the United States Codified in Title 17 of the U.S. Code and subject to the Universal Copyright Convention and the Berne Copyright Convention. Grantee agrees not to remove or obscure copyright notices. Grantee acknowledges that it has no claim to ownership of any part of the ACS Products or other proprietary information accessed under this Agreement. The names “American Chemical Society,” “ACS” and the titles of the journals and other ACS Products are trademarks of ACS.

12. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

- 12.1. ACS warrants that it is entitled to grant this Agreement. EXCEPT AS SET FORTH IN THE PRECEDING SENTENCE, ACS MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE ACS PRODUCTS INCLUDING THEIR QUALITY, ORIGINALITY, SUITABILITY, SEARCHABILITY, OPERATION, PERFORMANCE, COMPLIANCE WITH ANY COMPUTATIONAL PROCESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ACS SHALL NOT BE LIABLE FOR: EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT GRANTED HEREUNDER, THE USE OR INABILITY TO USE ANY ACS PRODUCT, ACS’S PERFORMANCE UNDER THIS AGREEMENT, TERMINATION OF THIS AGREEMENT BY ACS OR THE LOSS OF DATA, BUSINESS OR GOODWILL EVEN IF ACS IS ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF ACS OUT OF ANY BREACH OR TERMINATION OF THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY GRANTEE FOR ACCESS TO ACS PRODUCTS FOR THE CURRENT YEAR IN WHICH SUCH CLAIM, LOSS OR DAMAGE OCCURRED, WHETHER IN CONTRACT, TORT OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, DUE TO NEGLIGENCE. The foregoing limitations and exclusions of certain damages shall apply regardless of the success or effectiveness of other remedies. No claim may be made against ACS unless suit is filed within one (1) year after the event giving rise to the claim.

13. GRANTEE’S AUTHORIZATION

- 13.1. The Consortium represents and warrants that it has the right to enter into this Agreement on behalf of each and every one of the Consortium members. The Grantee shall be responsible for compliance with all terms and conditions of this Agreement by all Authorized Users and Other Users..

14. INDEMNIFICATION

- 14.1. Grantee agrees to indemnify ACS against any and all claims brought by Authorized Users and/or Other Users and/or Consortium members against ACS and any claims brought against ACS

SWISS CONSORTIUM MASTER ACCT - 2361449

resulting from any actions by Authorized Users and/or Other Users and/or Consortium members. If ACS has designated Grantee as a "consortium," all references to "Grantee" in this Agreement shall apply equally and fully to the Consortium and each of its members.

15. GENERAL

- 15.1. This Agreement sets forth the entire understanding of the Parties and, except as provided herein, may not be modified without the express written consent of both Parties. The validity, construction and performance of this Agreement shall be governed by and construed in accordance with Swiss law without reference to its conflicts of laws principles. Grantee acknowledges that the delivery of the ACS Products will occur in the District of Columbia, USA. Grantee shall pay any taxes lawfully due from it, other than taxes on ACS's net income, arising out of Grantee's use of ACS Products and/or other rights granted under this Agreement. Grantee may not assign or transfer its rights under this Agreement without the express written consent of ACS.
- 15.2. The Parties agree that if any part, term, or provision of this Agreement shall be found illegal or in conflict with any valid controlling law, the validity of the remaining provisions of this Agreement shall not be affected thereby.
- 15.3. ACS acknowledges that Grantee may be obliged to make publicly available this Agreement. In such case, Grantee shall protect any protected data and act in accordance with law regarding data privacy and security. Grantee agrees that any references to fees, including but not limited to the Read & Publish Token rates and individual fee rates of member libraries, are confidential, and it shall either delete or blacken out such references when disclosing the Agreement. Notwithstanding, the overall total contract value of this Agreement shall not be considered confidential.

16. ACCEPTANCE

- 16.1. Signing this Agreement constitutes acceptance by Grantee of the terms and conditions contained herein. Grantee warrants that it has read and understands this Agreement. If Grantee uses a purchase order in conjunction with ordering or paying for the ACS Products, the Parties agree that the terms and conditions of the purchase order will in no way modify, delete, or supersede the terms and conditions of this Agreement, notwithstanding anything to the contrary. Any discrepancy between the purchase order and this Agreement will be resolved in favor of this Agreement. ACCEPTED: I have read and agree to adhere to and abide by all the terms and conditions of this Agreement.

Grantee: Consortium of Swiss Academic Libraries (Master)

Date: 12/6/2022

[REDACTED]

SWISS CONSORTIUM MASTER ACCT - 2361449

[REDACTED]

Date: 12/7/2022

SWISS CONSORTIUM MASTER ACCT - 2361449

Institution Name:	SWISS CONSORTIUM MASTER ACCT
-------------------	------------------------------

* 35 characters for the name line

Address:	
(Street, City, State, Country, Postal Code)	Kasernenstrasse 77 A/B, 8004 Zürich, Switzerland

* 30 characters per address line, country is fourth line if International

Authorized Contact Name:	
Email:	
Telephone:	
Fax:	

Billing Address:	SLSP AG (Swiss Library Service Platform) Konsortium der Schweizer Hochschulbibliotheken Kasernenstrasse 77 A/B 8004 Zürich Switzerland
(If purchase is through an Agent, please specify Agency name & address here)	

Billing Contact Name:	
Email:	
Telephone:	

SWISS CONSORTIUM MASTER ACCT - 2361449

Access Agreement Contact Name:	<div></div>	
Email:		
Telephone:		

Purchase Order #	
VAT# (EU Accts Only)	

Site Information:

List the full name and address of each site and all locations that will participate in the Access Agreement. List any additional sites and IP addresses on a separate sheet if needed using the format shown below.

IP Address Note: Please list digits that are separated by periods (example: IP address 123.456.7.*). IP Address should specify at least the first two groups of digits, commonly called a Level B address, or may specify the first three groups of digits (Level C address), or the complete IP address of the Proxy server(s) handling the Authorized sites.

Institution	IPv4	Institutional Login (SAML 2.0: SWITCHaai Federation)
Universität Basel	<div></div>	
Universität Bern (incl. PH Bern)		



SWISS CONSORTIUM MASTER ACCT - 2361449

Université de Fribourg	
Universite de Genève	
Università della Svizzera italiana	

Université de Neuchâtel	
Universität Zürich	
EPF Lausanne	
ETH Zürich	



Lib4RI	
EIA Fribourg	
ZHAW - Zürcher Hochschule für Angewandte Wissenschaften	
Agroscope	
CERN	



SWISS CONSORTIUM MASTER ACCT - 2361449

Medicine for Malaria Ventures - MMV	
---	--

Comments:

Overview fees 2025-2025

	All Web Edition 2023-2025		
Institution	2023	2024	2025*
Universität Basel			
Universität Bern (incl. PH Bern)			
Université de Fribourg			
Université de Genève			
Università della Svizzera italiana			
Université de Neuchâtel			
Universität Zürich			
EPF Lausanne			
ETH Zürich			
Lib4RI			
EIA Fribourg			
Zürcher Hochschule für Angewandte Wissenschaften			
Agroscope			
CERN			
Medicine for Malaria Ventures			
Total	USD 1'038'686	USD 1'059'460	USD 1'080'649

*Estimate based on publication data 2021 and FTE numbers 2021/2022. Final fees will be available in 2024.

	Legacy Archive 2023-2025		
Institution	2023	2024	2025
Universität Bern (incl. PH Bern)			
Université de Fribourg			
Université de Neuchâtel			
EPF Lausanne			
ZHAW			
CERN			
MMV			
Total	USD 43'315	USD 43'747	USD 44'186

	C&E News Archive 2023-2025		
Institution	2023	2024	2025
Université de Fribourg			
MMV			
Total	USD 1'215	USD 1'245	USD 1'276

	Reagent Chemicals 2023-2025		
Institution	2023	2024	2025
ETH Zürich			
MMV			
Total	USD 2'317	USD 2'374	USD 2'434



**American Chemical Society
Publications Division
READ & PUBLISH PROGRAM LETTER AGREEMENT**

This Read & Publish Program Letter Agreement (“Agreement”) is effective as of the date of last signature below and is made by and between the American Chemical Society (“ACS”), a federally chartered nonprofit located at 1155 16th Street NW, Washington DC 20036, and CONSORTIUM OF SWISS ACADEMIC LIBRARIES c/o SLSP AG (MASTER), Kasernenstrasse 77 A/B, 8004 Zürich, Switzerland, acting on behalf of its member Libraries which are the Institutions, (“Institutions”) (ACS and the Institution are collectively referred to herein as “the Parties”).

Whereas, the Institutions have access to certain ACS products and services under an Online Products Institutional Access Agreement entered into between ACS and the Institutions on this contract, which as of the date of signing of this Letter Agreement continues to be in effect, and

Whereas, Institutions wish to participate in ACS’s Read & Publish program, and ACS agrees to Institutions participation, subject to the terms and conditions of this Agreement,

Now, therefore, the Parties hereby agree as follows:

a. Read & Publish Program: ACS’s Read & Publish program is specifically designed for the Institutions to facilitate the immediate open availability of its ACS published articles on the Web at the time of online publication. Availability and use of such articles shall be governed by the terms and conditions of the most current version of the Creative Commons CC-BY license.

Institutions hereby acknowledge and agree that the Read & Publish program is based upon and directly tied to the continued subscription by Institutions to ACS Web Editions journals through the current Online Products Institutional Access Agreement. Discontinuation of the aforesaid subscription or termination of the access agreement, for whatever reason, shall also terminate the Read & Publish arrangement between ACS and Institutions. Capitalized terms not defined herein shall mean the same as in the Online Products Institutional Access Agreement. Institutions recognize and agree that this Letter Agreement is a complement to the Online Products Institutional Access Agreement.

ACS reserves the right to modify or terminate its Read & Publish program, with prior notification to the Institutions, in case of materially significant changes in the relevant Creative Commons licenses.

b. Qualifying Authors: Corresponding authors submitting articles for publication by ACS qualify to have their articles published under the Agreement, for the respective journal article, if all of the following conditions are met at the time of submission of the article:

- 1) corresponding author must be identified as the individual who is to communicate with ACS through the peer review process,

2) corresponding author must be an Authorized User, as such term is defined in the Agreement,

3) corresponding author must indicate affiliation to Institution by identifying the Institution via a provided dropdown menu during the online manuscript submission process. It is highly recommended for ease of identification and administrative matters that corresponding authors utilize during the manuscript submission process a current email address extension that is directly associated to the Institution.

Corresponding authors meeting all of the aforementioned criteria are hereinafter referred to as “**Qualifying Authors.**” For clarity, the term corresponding author as used herein means the author handling the manuscript submission and correspondence during the publication process, who has the authority to act on behalf of all co-authors regarding publication of the manuscript.

c. Tokens and Fee: For the Agreement, ACS shall grant Institution Read & Publish tokens ("Tokens") as follows: 138 tokens for calendar year 2023, 177 tokens for calendar year 2024 and 216 tokens for calendar year 2025. ACS reserves the right to discontinue Institutions participation in the Read & Publish and to terminate this Letter Agreement in the event Institutions fail to pay all fees in accordance with the appropriate ACS invoice.

Institutions agree that Tokens have no redeemable monetary value. For clarity, in the event of Agreement termination, unused Tokens will not be refunded as a sales credit or otherwise. Notwithstanding, Tokens may be used solely within the term of the Read & Publish agreement term of January 1, 2023 through December 31, 2025. Any unused Tokens left at the end of 2025 remain viable through 2026 but must be used retroactively for an article accepted in with this agreement term. Tokens cannot be used for articles accepted before January 1, 2023.

For each article published under the Read & Publish program, one (1) Token will be considered used. Tokens can be used for publication in ACS Omega, JACS Au, the ACS Au collection, ACS Partner Journals and all ACS hybrid journals, but cannot be used for eBooks. Articles that are additions or corrections or editorials are also not eligible under the Agreement. Once the number of Tokens granted has been used, Grantee may purchase additional Tokens at its discretion. Otherwise, ACS policy will revert to direct payment of the APC at the rate of \$3000USD by the Qualifying Author for publication of such author's article(s) under open access conditions, and such policy shall be in accordance with the ACS AuthorChoice publishing program options. For clarity, Parties acknowledge that a Qualifying Author, despite the availability of the Agreement, has the option to direct the ACS to publish the article via ACS's subscription model at an APC rate of \$3000USD.

d. Workflow: Institution understands that the process flow for ACS Open Access agreements is systematized through the Copyright Clearance Center (CCC). Accordingly,

1) Institution will have ACS Open Access Token account with the CCC.

2) A Qualifying Author—whose status as a Qualifying Author has been identified at the time of manuscript submission—will be offered the Open Access option during acceptance of the manuscript. If the Qualifying Author selects such option, then the author will be directed to the CCC for requesting their article be processed as part of the Agreement.

- 3) Manuscripts funded by the Swiss National Science Foundation will not be directed through this Agreement workflow. In these cases, manuscripts accepted into an ACS hybrid journal and funded by the Swiss National Science Foundation, will be provided a reduced APC rate of \$3000USD through the ACS AuthorChoice program. Manuscripts accepted into ACS Gold OA journals will continue to qualify through the existing Swiss National Science Foundation workflow.
- 4) Simultaneously, an email providing notice will be sent to the Institution designated administrator who will be required to approve or reject Open Access publication of the article.
- 5) Once approved, a Token will be debited from the Institution's Agreement balance. Tokens are used on a first ordered, first approved basis.
- 6) The CCC shall notify Qualifying Authors of the Open Access funding status of their article(s)
- 7) The CC-BY license will control third-party access to and use of the final published article as configured in the CCC OA agreement profile.

e. Definitive Articles of Record: All ACS articles published under Agreement as maintained on the ACS website represent the definitive articles of record. Articles (unless identical copies of the most current definitive articles of record) posted to or displayed by institutional repositories or non-ACS websites are without warranty from ACS of any kind, either expressed or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, or non-infringement. In no event shall ACS be liable for any loss or damage arising out of or in connection with the use or performance of information contained in articles posted or displayed on institutional repositories or non-ACS websites.

Authors from participating Institutions are granted permission to store free of charge and without time embargo articles made Open Access through ACS Author Choice or under this Read and Publish Agreement with ACS, which are part of the Licensed Material in the version of record in an institutional and/ or discipline-specific repository of their choice and to make them available in Open Access. The same permission is granted to Licensee institutions to which the respective authors are affiliated. Authors whose articles are available via subscription only may deposit the article not sooner than 12 months after online publication.

f. Reports: Token balance and reports tracking articles published under the Agreement will be available through self-service reporting tools provided in the Institution's designated administrator's view in the CCC's ACS Open Access program webpages. Information supplied will include Qualifying Author, Institution, ORCID ID (if supplied by the author), article title, DOI, journal, and Token date.

g. General: ACS is not liable for any article not made open by ACS for an author who does not provide to ACS, during the manuscript submission process, the applicable name of the Institution and the requisite Acceptable Email Address, or otherwise does not meet at the time of submission the aforementioned criteria of a Qualifying Author[s].

SWISS CONSORTIUM MASTER ACCT - 2361449

This Agreement sets forth the entire understanding of the Parties regarding the subject matter hereof and, except as provided herein, may not be modified without the express written consent of both Parties.

Signing this Agreement constitutes acceptance by Institution of the terms and conditions contained herein. Institution warrants that it has read and understands this Agreement.

CONSORTIUM OF SWISS ACADEMIC LIBRARIES

Date: 12/6/2022

American Chemical Society

Date: 12/7/2022