# **IOP** Publishing

# **Transformative Agreement 2025 – 2027**

THIS LICENCE IS AGREED BETWEEN IOP PUBLISHING LIMITED of No.2 The Distillery, Glassfields, Avon Street, BS2 0GR ("IOP") and Konsortium der Schweizer Hochschulbibliotheken, c/o SLSP AG, Kasernenstrasse 77 A/B, CH-8004 Zuerich, 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" and "Included Journals"), 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 an open access basis (whether in a hybrid or gold open access journal) as stated in Schedule 2 and as defined in Schedule 4.

#### SCHEDULE 1: TERMS AND CONDITIONS

#### 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 nondigitally 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 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 hybrid journal during the term of this Licence, unless the Consortium notifies IOP in writing and in advance that it does not wish to have access, that journal shall be made 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) with 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 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 endeavours 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 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 The liability of the Consortium and the Members under this Licence is several.
- 32 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

NO.2 THE DISTILLERY GLASSFIELDS AVON STREET BS2 OGR ENGLAND

Email notices to be sent to: <u>customerservices@ioppublishing.org</u>

- 33 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.
- 34 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.
- 35 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.
- 36 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.
- 37 Save where disclosure is required by the Consortium's or 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.
- 38 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.
- 39 Where an article in a journal is published by IOP on an 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.

- 40 The Members will be permitted to carry out text and data mining of the Publications, in accordance with the terms set out in Schedule 5.
- 41 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:
- 41.1 for the administration of this Licence;
- 41.2 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
- 41.3 as otherwise stated in IOP's Privacy Policy from time to time.
- 42 Intentionally deleted.
- 43 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.
- 44 IOP will:
- 44.1 make available to the Consortium usage statistics compliant with the COUNTER Code of Practice (www.projectcounter.org);
- 44.2 implement the Standardised Usage Statistics Harvesting Initiative (SUSHI) protocol (<u>www.niso.org/workrooms/sushi</u>); and
- 44.3 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 recent KBART format.
- 45 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 AND INCLUDED JOURNALS

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

# PUBLICATIONS AND INCLUDED JOURNALS

The Publications and Included Journals included in this Licence in 2025 are as follows:

Titles	P-ISSN / E- ISSN	Publishing Model	Start Year	End Year	TA Flag (Publish allowance within this agreement)
2D Materials	2053-1583	Hybrid OA	2014	2025	Yes
Advances in Natural Sciences: Nanoscience and Nanotechnology	2043-6262	Hybrid OA	2019	2025	Yes
Applied Physics Express	1882-0786	Hybrid OA	2008	2023	Yes to 2023 (see below)
Applied Physics Express	1882-0786		2024	2025	Yes
Biofabrication	1758-5090		2009		Yes
Bioinspiration & Biomimetics	1748-3190	Hybrid OA	2006	2025	Yes
Biomedical Materials	1748- 605X	Hybrid OA	2006	2025	Yes
<b>Biomedical Physics &amp; Engineering Express</b>	2057-1976	Hybrid OA	2015	2025	Yes
Chinese Physics B	1674-1056		2008	2025	No
Formerly: Chinese Physics	1009-1963	Subscription Only	2000	2007	No
Formerly: Acta Physica Sinica (Overseas Edition)	1004-423X	Subscription Only	1992	1999	No
Chinese Physics Letters	0256- 307X	Hybrid OA	1984	2025	No
Classical and Quantum Gravity	0264-9381	Hybrid OA	1984	2025	Yes
Communications in Theoretical Physics	0253-6102	Subscription Only	1982	2025	No
Computational Science & Discovery	1749-4699	Subscription Only	2008	2015	No
Convergent Science Physical Oncology	2057-1739	Hybrid OA	2015	2018	No
Distributed Systems Engineering	0967-1846	Subscription Only	1993	1999	No
ECS Electrochemistry Letters	2162-8734	Hybrid OA	2012	2015	No
ECS Journal of Solid State Science and Technology	2162-8777	Hybrid OA	2012	2025	Yes
ECS Solid State Letters	2162-8750	Subscription Only	2012	2015	No
ECS Transactions	1938-5862	Subscription Only	2006	2024	No
Electrochemical and Solid-State Letters	1944-8775	Hybrid OA	1998	2012	
Electronic Structure	2516-1075		2019	2025	Yes
Engineering Research Express	2631-8695	Free to Read	2019	2025	Yes
EPL	0295-5075		1986		
European Journal of Physics	0143-0807		1980		
Flexible and Printed Electronics	2058-8585			2025	
Fluid Dynamics Research	1873-7005			2025	
Functional Composites and Structures	2631-6331	Hybrid OA	2019	2025	Yes

Titles	P-ISSN / E- ISSN	Publishing Model	Start Year	End Year	TA Flag (Publish allowance within this agreement)
Inverse Problems	0266-5611	Hybrid OA	1985	2025	
Izvestiya: Mathematics	1064-5632	Subscription Only	1995	2022	No
Formerly: Russian Academy of Sciences: Izvestiya Mathematics	1468-4810	Subscription Only	1993	1995	No
Formerly: Mathematics of the USSR – Izvestiya	0025-5726	Subscription Only	1967	1992	No
International Journal of Extreme Manufacturing	2631-7990	Hybrid OA	2019	2025	Yes
Japanese Journal of Applied Physics	1347-4065	Hybrid OA	1962	2025	Yes
Journal of Breath Research	1752-7163		2007	2025	
Journal of Cosmology and Astroparticle Physics	1475-7516	Hybrid OA	2003	2025	Yes
Journal of High Energy Physics	1126-6708	Subscription Only	1997	2009	No
Journal of Instrumentation	1748-0221	Hybrid OA	2006	2025	Yes
Journal of Micromechanics and Microengineering	0960-1317	Hybrid OA	1991	2025	Yes
Journal of Neural Engineering	1741-2552	Hybrid OA	2004	2025	Yes
Journal of Optics	2040-8986	Hybrid OA	2010	2025	Yes
Formerly: Journal of Optics A: Pure and Applied Optics (from 1999)	1464-4258	Hybrid OA	1999	2009	No
Formerly: Pure and Applied Optics: Journal of the European Optical Society Part A (1992- 1998)	0963-9659	Hybrid OA	1992	1998	No
Formed by Merger of Journal of Optics and Pure and Applied Optics: Journal of the European Optical Society Part A	0150-536X	Hybrid OA	1977	1998	No
Formerly: Nouvelle Revue d'Optique (1973- 1976)	0335-7368	Hybrid OA	1973	1976	No
Formerly: Nouvelle Revue d'Optique Appliquée (1970-1972)	0029-4780	Hybrid OA	1970	1972	No
Journal of Physics A: Mathematical and Theoretical	1751-8121	Hybrid OA	2007	2025	Yes
Formerly: Journal of Physics A: Mathematical and General (1975-2006)	0305-4470	Hybrid OA	1975	2006	No
Formerly: Journal of Physics A: Mathematical, Nuclear and General (1973-1974)	0301-0015	Hybrid OA	1973	1974	No
Formerly: Journal of Physics A: General Physics (1968-1972)	0022-3689	Hybrid OA	1968	1972	No
Journal of Physics B: Atomic, Molecular and Optical Physics	0953-4075	Hybrid OA	1988	2025	Yes
In 2006 this journal merged with Journal of Optics B: Quantum & Semiclassical Optics (1999-2005)	1464-4266	Hybrid OA	1999	2005	No
Formerly: Quantum and Semiclassical Optics: Journal of the European Optical Society Part B (1995-1998)	1355-5111	Hybrid OA	1995	1998	No
Formerly: Quantum Optics: Journal of the European Optical Society Part B (1989-1994)	0954-8998	Hybrid OA	1989	1994	No

Titles	P-ISSN / E- ISSN	Publishing Model	Start Year	End Year	TA Flag (Publish allowance within this agreement)
Formerly: Journal of Physics B: Atomic and	0022-3700	Hybrid OA	1968	1987	No
Molecular Physics (1968-1987)	0000 0707		1000	2025	<u> </u>
Journal of Physics D: Applied Physics	0022-3727	Hybrid OA	1968	2025	Yes
Formerly: British Journal of Applied Physics (1950-1967)	0508-3443	Hybrid OA	1950	1967	No
Journal of Physics G: Nuclear and Particle	0954-3899	Hybrid OA	1989	2025	Yes
Physics					
Formerly: Journal of Physics G: Nuclear Physics (1975-1988)	0305-4616	Hybrid OA	1975	1988	No
Journal of Physics: Condensed Matter	0953-8984	Hybrid OA	1989	2025	Yes
Formerly: Journal of Physics F: Metal Physics (1971-1988)	0305-4608	Hybrid OA	1971	1988	No
Formerly: Journal of Physics C: Solid State Physics (1968-1988)	0022-3719	Hybrid OA	1968	1988	No
Journal of Radiological Protection	0952-4746	Hybrid OA	1988	2025	Yes
Formerly: Journal of the Society for Radiological Protection (1981 - 1987)	0260-2814	Hybrid OA	1981	1987	No
Journal of Semiconductors	1674-4926	Hybrid OA	2009	2025	No
Journal of Statistical Mechanics: Theory and Experiment	1742-5468	Hybrid OA	2004	2025	Yes
Journal of the Electrochemical Society	1945-7111	Hybrid OA	1948	2025	Yes
Formerly: Transactions of the Electrochemical Society	1945-6859	Hybrid OA	1931	1947	No
Formerly: Transactions of the American Electrochemical Society	2156-7395	Hybrid OA	1930	1930	No
Laser Physics	1555-6611	Hybrid OA	2013	2025	Yes
Laser Physics Letters	1612- 202X	Hybrid OA	2004	2025	Yes
Materials Research Express	2053-1591	Hybrid OA	2014	2019	Yes to 2019 (see below)
Materials Research Express	2053-1591	Gold OA	2020	2025	
Measurement Science and Technology	0957-0233	Hybrid OA	1990	2025	Yes
Formerly: Journal of Physics E: Scientific Instruments (1968-1989)	0022-3735	Hybrid OA	1968	1989	No
Formerly: Journal of Scientific Instruments (1923-1967)	0950-7671	Hybrid OA	1923	1967	No
Methods and Applications in Fluorescence	2050-6120	Hybrid OA	2013	2025	Yes
Metrologia	0026-1394	Hybrid OA	1965		
Modelling and Simulation in Materials Science and Engineering	0965-0393	Hybrid OA	1992	2025	Yes
Multifunctional Materials	2399-7532	Hybrid OA	2018	2022	No
Nano Futures	2399-1984	Hybrid OA	2017	2025	
Nanotechnology	0957-4484	Hybrid OA	1990	2025	Yes
Nonlinearity	0951-7715	Hybrid OA	1988	2025	Yes
Nuclear Fusion	0029-5515	Hybrid OA	1960	2022	Yes to 2022 (see below)
Nuclear Fusion	0029-5515	Gold OA	2023	2025	Yes
Physica Scripta	1402-4896	Hybrid OA	1970	2025	Yes
Physical Biology	1478-3975	Hybrid OA	2004	2025	Yes
Physics Education	0031-9120	Hybrid OA	1966	2025	Yes

Titles	P-ISSN / E- ISSN	Publishing Model	Start Year	End Year	TA Flag (Publish allowance within this agreement)
Physics in Medicine & Biology	0031-9155	Hybrid OA	1956	2025	Yes
Physics in Technology	0305-4624	Subscription Only	1973	1988	No
Formerly: Review of Physics in Technology	0034-6683	Subscription Only	1970	1972	No
Physics World	2058-7058	Subscription Only	1988	2025	No
Formerly: Physics Bulletin	0031-9112	Subscription Only	1950	1988	No
Physics-Uspekhi	1063-7869	Subscription Only	1993	2022	No
Formerly: Soviet Physics Uspekhi (1958–1992)	0038-5670	Subscription Only	1958	1992	No
Physiological Measurement	0967-3334	Hybrid OA	1993	2025	Yes
Formerly: Clinical Physics and Physiological Measurement (1980-1992)	0143-0815	Hybrid OA	1980	1992	No
Plasma Physics and Controlled Fusion	0741-3335	Hybrid OA	1984	2025	Yes
Formerly: Plasma Physics (1967-1983)	0032-1028	Hybrid OA	1967	1983	No
Formerly: Journal of Nuclear Energy Part C, Plasma Physics, Accelerators, Thermonuclear Research (1959-1966)	0368-3281	Hybrid OA	1959	1966	No
Plasma Research Express	2516-1067	Hybrid OA	2018	2022	No
Plasma Science and Technology	1009-0630	Subscription Only	1999	2025	No
Plasma Sources Science and Technology	0963-0252	Hybrid OA	1992	2025	Yes
Proceedings of the Physical Society (1958- 1967)	0370-1328	Subscription Only	1958	1967	No
Formerly: Proceedings of the Physical Society. Section B (1949-1957)	0370-1301	Subscription Only	1949	1957	No
Formerly: Proceedings of the Physical Society. Section A (1949-1957)	0370-1298	Subscription Only	1949	1957	No
Formerly: Proceedings of the Physical Society (1926-1948)	0959-5309	Subscription Only	1926	1948	No
Formerly: Proceedings of the Physical Society of London (1874-1925)	1478-7814	Subscription Only	1874	1925	No
Progress in Biomedical Engineering	2516-1091	Hybrid OA	2019	2025	
Progress in Energy	2516-1083	Hybrid OA	2019	2025	Yes
Publications of the Astronomical Society of the Pacific	1538-3873	Hybrid OA	1889	2025	Yes
Quantum Electronics	1063-7818	Subscription Only	1993	2022	No
Formerly: Soviet Journal of Quantum Electronics (1971-1992)	0049-1748	Subscription Only	1971	1992	No
Quantum Science and Technology	2058-9565	Hybrid OA	2016	2025	Yes
Reports on Progress in Physics**	0034-4885	Hybrid OA	1934	2025	Yes
Research in Astronomy and Astrophysics	1674-4527	Subscription Only	2009	2025	No
Formerly: Chinese Journal of Astronomy and Astrophysics (2001-2008)	1009-9271	Subscription Only	2001	2008	No

Titles	P-ISSN / E- ISSN	Publishing Model	Start Year	End Year	TA Flag (Publish allowance within this agreement)
Russian Chemical Reviews	0036-021X	Subscription Only	1960	2022	No
Russian Mathematical Surveys	0036-0279	Subscription Only	1960	2022	No
Sbornik: Mathematics*	1064-5616	Subscription Only	1995	2022	No
Formerly: Russian Academy of Sciences: Sbornik Mathematics (1993-1995)	1064-5616	Subscription Only	1993	1995	No
Formerly: Mathematics of the USSR – Sbornik (1967-1993)	0025-5734	Subscription Only	1967	1993	No
Science and Technology of Advanced Materials	1468-6996	Hybrid OA	2000	2015	No
Semiconductor Science and Technology	0268-1242			2025	
Smart Materials and Structures	0964-1726		1992		
Superconductor Science and Technology	0953-2048	, Hybrid OA	1988		
Surface Topography: Metrology and Properties	2051- 672X	Hybrid OA	2013		
Transactions of the Optical Society	1475-4878	Subscription Only	1899	1932	No
Translational Materials Research	2053-1613	Hybrid OA	2014	2018	No
ECS Advances	2754-2734		2022	2025	Yes
ECS Sensors Plus	2754-2726	Gold OA	2022	2025	Yes
Environmental Research Communications	2515-7620	Gold OA	2019	2025	Yes
Environmental Research Letters	1748-9326	Gold OA	2006	2025	Yes
Environmental Research: Climate	2752-5295	Gold OA	2022	2025	Yes
Environmental Research: Ecology	2752- 664X	Gold OA	2022	2025	Yes
Environmental Research: Health	2752-5309	Gold OA	2023	2025	Yes
Environmental Research: Infrastructure and Sustainability	2634-4505	Gold OA	2021	2025	Yes
Journal of Physics Communications	2399-6528	Gold OA	2017	2025	Yes
Journal of Physics: Complexity	2632- 072X	Gold OA	2020	2025	Yes
Journal of Physics: Energy	2515-7655	Gold OA	2019	2025	Yes
Journal of Physics: Materials	2515-7639		2018		
Journal of Physics: Photonics	2515-7647	Gold OA	2019		
Machine Learning: Science and Technology	2632-2153		2020		
Materials for Quantum Technology	2633-4356	Gold OA	2021	2025	
Nano Express	2632- 959X	Gold OA	2020		
Neuromorphic Computing and Engineering	2634-4386	Gold OA	2021	2025	Yes
New Journal of Physics	1367-2630	Gold OA	1999	2025	

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

\*\* Only original research articles submitted to this journal can qualify as "Eligible Articles".

IOP confirms that, where a subscription-only Publication starts publishing articles on a gold open access basis during the term of this Licence, the Publication will be added to the Included Journals title list as cost neutral.

#### SCHEDULE 3: TERM, FEES AND MEMBERS

#### **Initial Term of this Licence**

1 January 2025 – 31 December 2027

Fees

The Members will be invoiced by the Consortium who will pay IOP on behalf of the Members.

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

Year:	Read Fee	Publish Fee	Total Fee
	(GBP):	(GBP):	(GBP):
Year 1: 1 January 2025 – 31 December 2025	41,016.00	369,147.00	410,163.00
Year 2: 1 January 2026 – 31 December 2026	41,837.00	376,530.00	418,367.00
Year 3: 1 January 2027 – 31 December 2027	42,673.00	384,061.00	426,734.00

The fees per Member is calculated based on the Consortium cost distribution.

2025 Read & Publish Fee based on Consortium cost distribution					
Institution	Read 2025	Publish 2025	Read & Publish 2025		
Universität Basel					
Universität Bern incl. PH Bern					
Université de Fribourg					
Université de Genève					
Universität Zürich					
EPF Lausanne					
ETH Zürich					
Lib4RI					
Fachhochschule Nordwestschweiz					
Haute école spécialisée de Suisse occidentale					
Hochschule Luzern					
OST - Fachhochschule Ostschweiz					
Scuola universitaria professionale della					
Svizzera italiana					
Zürcher Hochschule für Angewandte					
Wissenschaften					
Total	41,016.00	369,147.00	410,163.00		

The Consortium cost distribution for the calendar years 2026 – 2027 is solely preliminary, and the final distribution per Member for 2026 and 2027 will be communicated to IOP by the Consortium in writing by no later than 31 October 2025 for 2026, and 31 October 2026 for 2027. The parties will annually update this Schedule 3 by means of an amendment after receipt of such notification.

Members Institution	Contact	IPv4/IPv6
Universität Basel		
Universität Bern incl. PH Bern		
Université de Fribourg		
Université de Genève		

# Members

Institution	Contact	IPv4/IPv6
Universität Zürich		
EPF Lausanne		
ETH Zürich		
Lib4RI		
Fachhochschule Nordwestschweiz	r	
Haute école spécialisée de Suisse occidentale		

Institution	Contact	IPv4/IPv6
Hochschule Luzern		
OST - Fachhochschule Ostschweiz		
Scuola universitaria professionale della Svizzera italiana		

Institution	Contact	ΙΡν4/ΙΡν6
Zürcher Hochschule für Angewandte		
Wissenschaften		

#### **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 2025, 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 postpublication 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 (listed in Schedule 2);
  - 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) (for the journal Reports on Progress in Physics, only original research papers can qualify as Eligible Articles;
  - 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; and
  - v. has been identified for inclusion within the Licence under the process outlined in clause 7 below;
  - vi. Is approved for inclusion by the named contact at the Member on acceptance of the Eligible Article by IOP or the respective partner Journal 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 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;
- The responsibility of approving an Eligible Article shall be exclusively that of the Member, who must verify that the article meets their requirements and that the Corresponding Author is a current staff member or student. 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; the Consortium or the Members can request in writing to IOP that an Eligible Article be made retrospectively Open Access. Requests must be made within eleven ("11") months of the publish date of the Eligible Article. Where this is a reasonable, valid request and done on a timely basis IOP will make Eligible Articles retrospectively Open Access;
- 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 or, if not CC BY, in accordance with the terms of the applicable CC licence. CC BY is the default solution. Other CC licence types are available only upon request from the author.
- 10 IOP will send quarterly reports and an annual statement of the Eligible Articles accepted and published within the period to the Consortium. The reports shall include the following details:
  - Name of Journal
  - Journal ISSN
  - Journal Open Access type
  - Article title

- Article DOI
- Open Access Licence (CC-BY)
- Name of Corresponding Author
- Institutional affiliation of Corresponding Author
- Acceptance date
- Online Publication date
- Applicable APC price
- 11 IOP will notify the Consortium in writing when any titles will be added or removed to the list of Included Journals (Schedule 2).

# SCHEDULE 5: TEXT AND DATA MINING (AI)

The Members shall take all reasonable efforts to ensure that the Publications are used in accordance with this Licence. The Members will not be liable for misuse of the Publications by any Authorised Users provided that the unauthorised use did not result from the Members' own negligence and/or wilful misconduct and the Members took all necessary steps to stop the misuse and prevent its recurrence after becoming aware of the same.

"Artificial Intelligence ("AI") uses" means processes which apply algorithm-based technologies to the Publications which are intended to solve complex tasks by functions that previously required human thinking. Such uses may include but are not limited to Text and Data Mining.

"Text and Data Mining" means to download, extract and index information from the Publications. The Member or Authorised User may send a Text and Data Mining request to IOP's Content Support Team (contentsupport@ioppublishing.com), which must include a list of Publications the Member or Authorised User wishes to access and the preferred format for access. IOP retains the right to refuse a request where the Member does not have lawful access to certain Publications (in accordance with this Licence or otherwise), or where the preferred format is incompatible with IOP's provision of Text and Data Mining. Where required, also means to mount, load and integrate the results on a server used for the Member's text-mining system and evaluate and interpret the TDM Output. The Consortium and the Members shall ensure compliance with this Licence, including security and technical access requirements.

"Al and Text and Data Mining Output" ("Output")" means the result of any Al and/or Text and Data Mining activity or operation, capable of fixation, reproduction and/or communication in any form, including, but not limited to, the creation of an index, reference, abstract, relative or absolute description or representation of the Publications, an algorithm, formula, metrics, method, standard or taxonomy describing or based on the Publications, a relational expression or measurement, whether scalable or not, of the Publications, extraction, alternative representation or translation, expression or discussion of any extracts from mined Publications, whether in the form of a direct extraction or a representation in any form which is based on the Publications.

- 1 The Members may load and technically format the Publications on their or a third party server that enables access to and use of the Publications for AI and/or Text and Data Mining purposes by Authorised Users by using automated programs or devices to continuously and automatically (i) download, extract and index information from the Publications for the purpose of enhanced navigation of the Publications and (ii) extract semantic entities from the Publications for the purpose of recognition and classification of the relations between them and (iii) derive patterns within the Publications and (iv) evaluate and interpret the Output. IOP excludes any warranty regarding the quality of the metadata, formatting and errors or omissions. The Publications are made available "as is" and without warranty of fitting the description of the Publications in the metadata or otherwise, any fitness for purpose, satisfactory quality, reliability and completeness.
- 2 Except as expressly stated in the Licence, or otherwise permitted in writing by IOP, the Members and Authorised Users shall not in respect of AI and/or Text and Data Mining:
  - 2.1 perform systematic or substantive extracting of the Publications for the purposes of creating a product or service for use by third parties;

- 2.2 use a third party tool whereby any part of the Publications would be accessible by anyone other than the Members;
- 2.3 utilise the Output to enhance institutional or subject repositories in a way that could compete with the value of the final peer reviewed articles in the Publications, or substitute and/or replicate any other existing IOP product, service and/or solution;
- 2.4 extract, develop or use the Publications in any commercial activity other than for AI and/or Text and Data Mining for internal non-commercial purposes;
- 2.5 abridge, modify, translate or create any derivative work based on the Publications, except to the extent necessary to make them perceptible on a computer screen to Authorised Users;
- 2.6 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
- 2.7 substantially reproduce, retain or redistribute the Publications.
- 3 Subject to the remaining terms of this Schedule, Authorised Users are free to use the Output and any database rights created as a result of AI and/or Text and Data Mining activities are the sole property of Authorised Users.
- 4 Any permissions granted to the Members to carry out AI and/or Text and Data Mining of the Publications shall only apply where the Licence is in force and/or to those Publications to which the Member has continued access rights or a current subscription.
- 5 The Consortium and the Members acknowledge that the Licence is intended to cover AI for internal uses only. Should the Member wish to carry out AI for any other purposes then it shall seek permission from IOP prior to commencing such activities. All rights reserved.



# FOR AND ON BEHALF OF IOP PUBLISHING LIMITED



# FOR AND ON BEHALF OF THE CONSORTIUM