

AMERICAN PHYSICAL SOCIETY
Read and Publish License Agreement

CERN Reference: [REDACTED]

This Agreement is between the **American Physical Society**, herein known as (“Publisher”), located at One Physics Ellipse, College Park, MD 20740, USA

and

The European Organization for Nuclear Research (“Licensee”), an Intergovernmental Organization with its offices at 1211 Geneva 23, Switzerland and whose contact details are included in Schedule 3.

The Licensee warrants that it is authorized to accept and enforce all terms and conditions of this Agreement set forth herein.

1. The Publisher agrees that the Licensee may grant their Authorized Users (defined in Schedule 1) electronic access to the Publisher’s Licensed Materials listed in Schedule 2 (“Licensed Materials”).

2. The Licensee will access the Licensed Materials via the IP addresses set out in Schedule 4 or via IP addresses previously supplied to the Publisher.

3. The Publisher agrees to enter into a Read and Publish agreement with the Licensee, by providing open access publishing services to the Licensee, according to the terms detailed in Schedule 6 (“Provision of Open Access Publishing”).

4. This Agreement is subject to the Publisher’s Terms and Conditions, which are set out in Schedule 1.

4. Any amendments to the Publisher’s Terms and Conditions must be in writing and signed by both parties.

5. The Licensee shall not assign or transfer its right to access to the Licensed Materials to any other institution, organization, or person.

6. The Licensed Materials and their contents, including abstracts, are owned and copyrighted by the American Physical Society. This material is subject to all applicable copyright and database protection and other rights of the stated owner and publisher under the laws of the United States and other countries. Copyright notices in the Licensed Materials and its articles may not be removed, obscured, or modified in any way. Authorized Users shall claim no ownership by reason of use or access. ALL RIGHTS RESERVED.

7. The provisions of this Agreement shall be interpreted in accordance with their true meaning and effect. Without prejudice to CERN’s status as an intergovernmental

organisation, reference shall be made to Swiss substantive law where a matter is not specifically covered by the Agreement or an Agreement provision is ambiguous or unclear. Such reference shall be made exclusively for the matter or the Agreement provision concerned, and shall in no event apply to the other provisions of the Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

8. If any dispute under the Agreement fails to be settled amicably, the Parties shall resort to the arbitration procedure defined in paragraphs (i) to (vii) below inclusive, drawn up by CERN in accordance with its status as an intergovernmental organisation. Notwithstanding the reference of any dispute to arbitration, the parties shall continue to perform their obligations under the Agreement.

- (i) Within thirty days of a party giving to the other party written notification of its intention to resort to arbitration, the first party shall appoint an arbitrator. The second party shall appoint an arbitrator within three months of the appointment of the first arbitrator. The two arbitrators shall, by joint agreement and within three months of the appointment of the second arbitrator, select a third arbitrator, who shall subsequently be appointed by the parties to preside over the arbitration tribunal.
- (ii) If the second party fails to appoint an arbitrator or if the two arbitrators fail to agree on the selection of a third arbitrator, the second or, as the case may be, the third arbitrator, shall be selected by the President of the Administrative Tribunal of the International Labour Organization, established in Geneva, Switzerland, and shall subsequently be appointed by the parties, at the request of the first party to do so.
- (iii) None of the arbitrators shall be drawn from amongst persons who are or have been in any way in or at the service of the Licensee or the Publisher or any subsidiary or affiliate of the latter or who have any other conflict of interest. The arbitrators shall act impartially in the execution of their duties.
- (iv) The arbitration proceedings shall take place in Geneva. The parties shall agree on the terms of reference of the arbitration tribunal, including the procedure to be followed, within thirty days of the appointment of the third arbitrator.
- (v) The arbitration tribunal shall faithfully apply the Agreement and shall set out in its award the detailed grounds for its decision. The costs of the arbitration, including all reasonable fees expended by the parties, shall be borne by the unsuccessful party or parties and the award shall specify how such costs are to be divided. The arbitration tribunal shall have no authority to award interest.
- (vi) The arbitral award shall be final and binding upon the parties, which hereby expressly renounce the right to any form of appeal or revision, whether ordinary or

extraordinary, it being understood that each party may, within two weeks from the date of the award, request the arbitration tribunal to give a written interpretation of the award or to correct computational or typographical errors. The interpretation or correction shall be made known to the parties within two months from the date of the request and shall become part of the award. Until the date of the delivery by the arbitration tribunal of any requested interpretation or correction, the execution of the arbitral award shall be suspended.

- (vii) Save to the extent required by law, the arbitral award shall not be published or its contents made known to any third party without the prior written approval of each party.
- 9. The Publisher shall not use or make reference to any images depicting or belonging to the Licensee, the Licensee's logos or any of the names under which the Licensee is known without prior written permission from the CERN Procurement Service. Any permission shall expire upon termination of the Agreement. The Licensee may withdraw any permission granted pursuant to the present clause at any time.
- 10. Nothing in this Agreement shall imply or be construed as a waiver by the Licensee of its privileges and immunities granted to it by its Host and other States by virtue of its status as an intergovernmental organization

**Schedule 1:
Publisher Terms and Conditions**

1. AUTHORIZED SITE

An Authorized Site is a localized site (one geographical location) that is under a single administration and may be academic or nonacademic. For organizations located in more than one city, each city is considered to be a different site. For organizations, which have multiple locations in the same city and are administered independently, each location is considered to be a different site. No online access from remote campuses or remote sites or other forms of subscription sharing is allowed under this license.

2. AUTHORIZED USERS

The Publisher grants the Licensee and its Authorized Users online access to the Licensed Materials listed in Schedule 2. This grant extends only to the Licensee and its Authorized Users and may not be transferred or extended to others. For purposes of this Agreement, an "Authorized User" is any individual who is an employee, faculty staff, visiting scholar or student officially affiliated with the Licensee and persons with legal access to the Licensee's collections and facilities on site. Authorized Users may be persons remote from the Licensee's physical location whose access is administered from the Licensee's site or campus. This Agreement extends only to the Licensee and such Authorized Users and may not be transferred or extended.

3. IP ADDRESSES

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4. PERMITTED USE

- a. The Authorized Users are permitted online access to the Licensed

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- d. Authorized Users shall not redistribute the Licensed Materials or any article therein to a country to which export is prohibited by U.S. law or regulation.

7. FEES, PAYMENT AND TERM

The Licensee agrees to pay the required Total Fees detailed in Schedule 3.

In consideration of payment, the Publisher provides online access to all of the Licensed Materials listed on Schedule 2, and provides the open access publishing services for all Eligible Articles according to the provisions in Schedule 6. The fee is payable within 30 days of receipt of an invoice.

The Licensee is responsible for all applicable taxes and fees arising from or related to the use of the Licensed Materials as required by any national, state, provincial, or local jurisdiction to which the Licensee is subject to including, without limitation, service taxes.

The Publisher's prices reflect current and future APS Open Access initiatives and no price adjustments will be made during the term of this Agreement, except as follows:

- a. The print copy of any journal received by the Licensee may be added for a percentage of the subscription price for that title, plus mailing cost (if applicable). The Print Add-On price is available upon request and subject to the Publisher's annual price increase.
- b. A new title, not initially included in the Licensed Materials listed in Schedule 2, may be added to this Agreement at any time, at a price to be agreed upon by the Publisher and Licensee.

- c. If any journal in Schedule 2 ceases publication or is withdrawn by the Publisher from the APS Platform, or if the Publisher is unable to provide continued access to any title during the term of this Agreement, the Licensee's Total Fees shall be reduced by an amount agreed between the Publisher and the Licensee.

The Licensee agrees that, with the exceptions listed above and in Schedule 3, there will be no other reductions in the total price of this License Agreement for the duration of this Agreement.

The Publisher agrees that, with the exceptions listed above and in Schedule 3, there will be no other increases in the total price or unit prices of this License Agreement for the duration of this Agreement.

The term of this Agreement is for the period from January 1, 2021 to December 31, 2023, inclusive of both dates.

8. ARCHIVAL RIGHTS

The Publisher will use reasonable efforts to maintain an archive of its entire electronic journal content. In particular, the Publisher maintains three complete and continuously updated mirror sites for all of its content from the present back to 1893, distributed widely across the United States, and also deposits the full Publisher's content with Portico.

The archived Licensed Materials are produced by the Publisher as a PDF collection of all articles published each year. The files, distributed on CD-ROMs, can be purchased and mounted on the Licensee's local server. The use of the archived Licensed Materials remains subject to the terms and conditions of this Agreement.

9. LICENSEE WARRANTIES

- a. Subject to applicable law, the Licensee agrees to indemnify, defend and hold the Publisher harmless from and against any loss, damage, costs, liability and expenses (including reasonable legal and professional fees) arising out of any claim or legal action taken against the Publisher related to or in any way connected with any use of the Licensed Materials by the Licensee or Authorized Users or any failure by the Licensee to perform its obligations in relation to this Agreement, provided that nothing in this Agreement shall make the Licensee liable for breach of the terms of the Agreement by any authorized user provided that the Licensee did not cause, knowingly assist or condone the continuation of such breach to continue after becoming aware of an actual breach having occurred.

- b. The limitation of liability as stated in Section 10.c.2.b for the Publisher shall also apply for the Licensee.
- c. The Licensee shall:
 - 1. use reasonable efforts to ensure that all Authorized Users are aware of the importance of respecting the intellectual property rights in the Licensed Materials and of the terms and conditions of this Agreement, and use reasonable efforts to notify Authorized Users of the terms and conditions of this Agreement and take steps to protect the Licensed Materials from unauthorized use or other breach of this Agreement.
 - 2. use reasonable efforts to monitor compliance and immediately upon becoming aware of any unauthorized use or other breach, inform the Publisher and take all reasonable and appropriate steps, both to ensure that such activity ceases and to prevent any recurrence.

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- b. The Publisher shall not, and shall not seek to, collect personal data in relation to any Authorized User other than as is reasonably and properly required for the administration of this License, and shall fully comply with its obligations under the applicable data protection laws in relation to the collection, use, retention and appropriate security of any such personal data processing.
- c. The Publisher shall:
 - 1. use reasonable efforts to ensure that the server has adequate capacity and bandwidth to support the usage of the Licensee at a level that meets the standards of availability for information services of similar scope operating via the World Wide Web, as such standards evolve from time to time over the term of this Agreement.
 - 2. use reasonable efforts to make the Licensed Materials available to the Licensee and to Authorized Users at all times and on a twenty-four hour basis, save for routine maintenance (which shall be

notified to the Licensee in advance wherever possible), and to restore access to the Licensed Materials as soon as possible in the event of an interruption or suspension of the service.

- a. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE PUBLISHER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF DESIGN, ACCURACY OF THE INFORMATION CONTAINED IN THE LICENSED MATERIALS, MERCHANTABILITY OR FITNESS OF USE FOR A PARTICULAR PURPOSE. THE LICENSED MATERIALS ARE SUPPLIED 'AS IS'.
- b. EXCEPT AS PROVIDED IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES SHALL THE PUBLISHER BE LIABLE TO THE LICENSEE OR ANY OTHER PERSON, INCLUDING BUT NOT LIMITED TO AUTHORIZED USERS, FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER ARISING OUT OF THE INABILITY TO USE, OR THE USE OF, THE LICENSED MATERIALS. IRRESPECTIVE OF THE CAUSE OR FORM OF ACTION, THE PUBLISHER'S AGGREGATE LIABILITY FOR ANY CLAIMS, LOSSES, OR DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT SHALL IN NO CIRCUMSTANCES EXCEED THE TOTAL FEES PAID BY LICENSEE TO THE PUBLISHER UNDER THIS AGREEMENT IN RESPECT OF THE AGREEMENT TERM DURING WHICH SUCH CLAIM, LOSS OR DAMAGE OCCURRED. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

11. REPSONSIBILITY BY BOTH PARTIES.

Each party shall use its best efforts to safeguard the intellectual property, confidential information and proprietary rights of the other parties. It is acknowledged by both parties that the Publisher and the Licensee may publish information about the existence of this Agreement and its scope. The Licensee may request written permission from the Publisher to publish additional details of the Agreement, such as the fee structure and the payment mechanisms, the total amount of the fees and the number of articles.

12. OFFICIAL VERSION OF RECORD

The Publisher will use commercially reasonable efforts to ensure that the online version of the journal corresponds in content with the print version. In the event of any discrepancy between the print and online versions, the online version will be the official version of record.

13. TERMINATION

This Agreement will terminate:

- a. if and when the Total Fees lapse or when conditions covered by (b) or (c), below have occurred:
- b. upon a determination by the Publisher that the Licensee have unknowingly or unintentionally violated any term or condition of this Agreement and upon notice to the Licensee of such violation, the Agreement will terminate unless within ten (10) business days after receiving written or e-mail notice of the violation, unless the Licensee implements procedures, reasonably satisfactory to the Publisher, to prevent future violations.

14. GENERAL

- a. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter of this Agreement, whether oral or written.
- b. This Agreement may not be assigned by either party to any other person or organization, nor may either party sub-contract any of its obligations, except as provided in this Agreement in respect of the management and operation of the Licensed Materials, without the prior written consent of the other party, which consent shall not unreasonably be withheld.
- c. Any notices to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered mail to the address of the addressee as set out in this Agreement or to such other address as notified by either party to the other as its address for service of notices.
- d. Neither party's delay or failure to perform any provision of this Agreement, as result of circumstances beyond its control (including, without limitation, war, general strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) shall be deemed to be, or to give rise to, a breach of this Agreement.

- e. The invalidity or un-enforceability of any provision of this Agreement shall not affect the continuation or enforceability of the remainder of this Agreement.
- f. Either party's waiver, or failure, to require performance by the other, of any provision of this Agreement will not affect its full right to require such performance at any subsequent time, or be taken or held to be a waiver of the provision itself.

Schedule 2
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Physical Review A
Physical Review B
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Physical Review D
Physical Review E
Physical Review Applied
Physical Review Fluids
Physical Review Materials
Physical Review Research (Open Access)
Physical Review Accelerators and Beams (Open Access)
Physical Review Physics Education Research (Open Access)
Physical Review Online Archive (PROLA)
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ISSN and CODENS:

<http://librarians.aps.org/issn>

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**Also listed in Schedule 5*

Librarian Portal:

<http://librarians.aps.org/>

APS Technical Support:

E-mail: help@aps.org

Schedule 3 Administrator Information and Fees

Name of Administrator:

[REDACTED]

Account #:

[REDACTED]

Full Mailing Address of Administrator
Scientific Information Service
European Organization for Nuclear Research
Esplanade des Particules 1, 1211 Geneva 23, Switzerland

Phone:

[REDACTED]

Email:

[REDACTED]

Website:

scientific-info.cern

Annual Pricing	2021	2022	2023
Net Total Fee	\$95,364.00	\$100,132.00	\$105,139.00

Net Total Fees for 2021-2023: \$300,635.00 USD

Minimum/Maximum Article Count Reconciliation

The total value of this Agreement will remain as stated in the above "Net Total Fee for 2021-2023", provided the total number of articles counted under this agreement remain within the range of a Minimum Count of 84 and a Maximum Count of 141, inclusive of both values. Should the actual number of articles accepted under this Agreement fall outside of this stated range, the pricing will be adjusted as follows.

The Minimum Count will be the total of all non-HEP articles accepted under this Agreement during the Term of the Agreement, and will include all articles accepted January 1, 2021 – June 30, 2021, inclusive, in which the Eligible Article definition from 2020 and prior agreements were temporarily extended to also include articles with non-corresponding authors affiliated with the Licensee.

The Maximum Count will be the total of all non-HEP articles accepted under this Agreement during the Term of the Agreement, except for any non-corresponding author articles that have not been verified by the Licensee as eligible under this agreement. All Corresponding Author articles and Participating Collaboration articles accepted under this Agreement Term, January 1, 2021 – December 31, 2023, will be considered in calculating the Maximum Count.

If after the completion of the Term of this Agreement the Minimum Count total is less than 84 articles, the Article Difference will be calculated by subtracting the actual Minimum Count value from 84. The Publisher will return to the Licensee a refund total calculated by multiplying the Article Difference value by \$2,500 USD, and capped at a maximum total refund of \$50,000 USD, representing a minimum count of 64 and an Article Difference total of 20.

If after the completion of the Term of this Agreement the Maximum Count total is greater than 141 articles, the Article Difference will be calculated by subtracting 141 from the actual Maximum Count value. The Licensee will pay the Publisher an additional reconciliation fee calculated by multiplying the Article Difference value by \$2,500 USD.

Reconciliation for an article total outside the range of 84-141, inclusive, will be completed by invoicing or refunding activities no later than March 31, 2024.

SCOAP3 Accounting

Annual changes to the Publisher's subscription list prices and associated SCOAP3 offset percentages will not affect the net invoice pricing in the table above, but both parties will be interested in calculating the applicable SCOAP3 offset in each year of the Agreement for accounting purposes. In each year the current applicable Tier 5 APS-ALL pricing and SCOAP3 offset percentage will be used to calculate the SCOAP3 offset value, which is consistent with how all other customer accounts are handled.

SCOAP3 Offset	2021	2022	2023
Tier 5 APS All price	\$51,440	TBD	TBD
Offset Percentage	12.91%	TBD	TBD
Offset Total	\$6,641	TBD	TBD

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Schedule 5
ISSNs, CODENs, and URLs

TITLE	ISSN	CODEN	URL
Physical Review Letters	1079-7114	PRLTAO	journals.aps.org/prl
Physical Review X	2160-3308	PRXHAE	journals.aps.org/prx
Reviews of Modern Physics	1539-0756	RMPHAT	journals.aps.org/rmp
Physical Review A	2469-9934	PLRAAN	journals.aps.org/pra
Physical Review B	2469-9969	PRBMDO	journals.aps.org/prb
Physical Review C	2469-9993	PRVCAN	journals.aps.org/prc
Physical Review D	2470-0029	PRVDAQ	journals.aps.org/prd
Physical Review E	2470-0053	PLEEE8	journals.aps.org/pre
Physical Review Applied	2331-7019	PRAHB2	journals.aps.org/prapplied
Physical Review Fluids	2469-990X	PRFHBR	journals.aps.org/prfluids
Physical Review Materials	2475-9953	PRMHAR	journals.aps.org/prmaterials
Physical Review Research	2643-1564	PRRHAI	journals.aps.org/prresearch
Physical Review Accelerators and Beams	2469-9888	PRABCI	journals.aps.org/prab
Physical Review Physics Education Research	2469-9896	PRPECZ	journals.aps.org/prper
Physical Review Online Archive (PROLA)	1536-6065	N/A	journals.aps.org/archive
Physics	1943-2879	PHYSGM	physics.aps.org

Schedule 6

Provision of Open Access Publishing

The following defines the Provision of Open Access Publishing services that, in addition to electronic access to Licensed Materials (Schedule 2) granted to the Licensee, comprise the Read and Publish Agreement.

The open access publishing services and workflows described in the following are conceived as a pilot in order to develop an article-based open access publishing model. The parties agree to collaborate towards the development of streamlined author identification and verification workflows as well as efficient invoicing and reporting processes.

This Agreement includes a Transition Period, January 1, 2021 – June 30, 2021, inclusive of both dates, during which time the Publisher will honor the definition of Eligible Articles set out in the “2020 Agreement to Publish CERN Non-HEP Research Papers” which states: “A CERN paper is defined as paper accepted by APS for publication with at least one author affiliated with CERN.” The Publisher may extend the Transition Period at its discretion, and will continue to honor, at no additional cost to the Licensee, the definition of Eligible Articles from the “2020 Agreement to Publish CERN Non-HEP Research Papers” until the new workflow is functioning to allow the Licensee to verify Eligible Articles. Following this Transition Period, for the remainder of the Term of this Agreement, the Provision of Open Access Publishing will be defined as follows:

1. Definitions

- 1.1. “Initial Corresponding Author” is defined as the author identified as the corresponding author in the initial instance of submission of a manuscript to one of the Publisher’s journals.
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- 1.2. “Eligible Authors” are defined Authorized Users who are officially affiliated with the Licensee.
 - 1.2.1. In cases of articles authored by multiple authors only the Initial Corresponding Author may qualify as an Eligible Author.
- 1.3. “Eligible Articles” are defined as those which meet all of the following conditions:
 - 1.3.1. articles that are either:
 - 1.3.1.1. submitted by a confirmed Eligible Author, and stating affiliation with the Licensee as the primary affiliation of the Eligible Author, or
 - 1.3.1.2. designated in the manuscript as having been authored by a Participating Collaboration, as defined in Schedule 8, that includes one or more authors affiliated with the Licensee

- 1.3.2. articles accepted for publication by a Participating Journal (Schedule 7) within the range of dates comprising the Term of this Agreement (Schedule 1, section 7).
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- 1.4. "Open Access License" is defined as the Creative Commons license Attribution 4.0 International (CC BY 4.0) (<https://creativecommons.org/licenses/by/4.0/>) used for open access publication of Eligible Articles.
- 1.4.1. Eligible Authors under this Agreement retain copyright.

2. Editorial Independence

- 2.1. Both the Publisher and Licensee recognize that the Licensee will not be involved in the editorial processes despite its financial obligations towards the Publisher.
- 2.2. The Publisher is not obligated to publish any article submitted by an Eligible Author on the basis of this agreement.
- 2.3. The Licensee recognizes that the selection of content that is to be published on the Publisher's platform is entirely at the Publisher's discretion.
- 2.4. The Licensee relinquishes all possibly due claims towards the Publisher resulting from the Publisher's rejection to publish content, either entirely or partially, submitted by an Eligible Author.

3. Open access workflows

- 3.1. The Publisher will strive to identify Eligible Authors and Eligible Articles through at least one of the following parameters:
 - 3.1.1. IP ranges specified by the Licensee; and/or
 - 3.1.2. e-mail domain defined for the Licensee; and/or
 - 3.1.3. designation of authorship by a Participating Collaborations (Schedule 8); and/or
 - 3.1.4. persistent identifier, such as Ringgold, ORCID or other recognized identifier as provided by the Eligible Author and published in the article metadata; and
 - 3.1.5. affiliation as stated in the article to be published.
- 3.2. The Publisher will strive to inform authors about the availability of the agreement which secure the coverage of open access publishing fees.
- 3.3. The Publisher will strive to provide a workflow interface by which Eligible Articles submitted by Eligible Authors will be selected for open access publication by default.
- 3.4. The Publisher shall publish articles from Eligible Authors accepted under the policies of Participating Journals as open access articles in the Participating Journals under the Open Access License.
- 3.5. The Publisher, in collaboration with the Licensee, shall use reasonable efforts to explore the development of an author verification process as quickly as possible.
- 3.6. The Publisher will strive to accurately identify all Eligible Authors.

- 3.6.1. If authors have not stated their eligibility before publication, they are not eligible anymore to publish open access under this Agreement if the article has already been published in a Participating Journal.
- 3.7. The Publisher shall label Eligible Articles as funded by the Licensee in the version of record of the article.
- 3.8. The Publisher will strive to notify the Licensee once an article by an Eligible Author has been identified.
- 3.9. The Licensee will strive to verify the eligibility of an article as quickly as possible to ensure the timely production and publication of the article. If Licensee requires more than five (5) business days to approve or reject the eligibility of the article, they will inform the Publisher about the delay in the process.
- 3.10. The Publisher will deliver article metadata including Open Access License information to CrossRef and other relevant third parties.
- 3.11. In the event that an eligible article was not identified by the Publisher, the licensee might inform the Publisher and require that the article be marked as eligible, and be processed in the same way as other eligible articles.

4. Article Publication

- 4.1. Articles confirmed to be Eligible Articles that are accepted by a Participating Journal will be published online under the Open Access License at no direct cost to the Eligible Authors.
- 4.2. Eligible Authors will retain their copyrights, and Eligible Authors only grant the Publisher the non-exclusive right to publish Eligible Articles under the terms and conditions of the Open Access License.
- 4.3. The Open Access License used by journals eligible to open access publication shall not be changed to a license more restrictive for users' rights during the Term.

5. Invoicing and Reporting

- 5.1. The Publisher will strive not to directly invoice or charge confirmed Eligible Authors for Eligible Articles published in Participating Journals.
- 5.2. The Publisher will only consider open access articles that have been accepted for publication (article acceptance date) and have been confirmed as eligible by the Licensee.
- 5.3. The Publisher will strive to document how many Eligible Articles have been published and will communicate this to the Licensee on a quarterly basis, or through a reporting tool provided by the Publisher.
 - 5.3.1. The Publisher will strive to provide the quarterly report both in machine readable form in a structured format as comma separated value file format (csv), and in human readable format.
 - 5.3.2. The Publisher will strive to include the following details in the quarterly report:
 - 5.3.2.1. Name of the Publisher

- 5.3.2.2. Bibliographical metadata (Journal title, journal abbreviation, journal ISSN, journal business model, volume, issue, pages, article title, authors' names) or DOI
- 5.3.2.3. Eligible author, including ORCID if available
- 5.3.2.4. Eligible author's institution
- 5.3.2.5. Article acceptance date
- 5.3.2.6. Article type

Schedule 7 Participating Journals

Under the Provision of Open Access Publishing detailed in Schedule 6, the following nine (9) hybrid titles comprise the Participating Journals:

Physical Review Letters
Physical Review A
Physical Review B
Physical Review C
Physical Review D
Physical Review E
Physical Review Applied
Physical Review Fluids
Physical Review Materials

ISSN and CODENS:

<http://librarians.aps.org/issn>

<http://journals.aps.org>

**Also listed in Schedule 5*

Librarian Portal:

<http://librarians.aps.org/>

APS Technical Support:

E-mail: help@aps.org

Schedule 8
Participating Collaborations

<u>Name</u>	<u>Synonym</u>
<u>AD-3</u>	ASACUSA
<u>AD-5</u>	ALPHA
<u>AD-6</u>	AEGIS
<u>AD-7</u>	GBAR
<u>AD-8</u>	BASE
<u>ALICE</u>	
<u>ATLAS</u>	
<u>AWAKE</u>	
<u>CAST</u>	
<u>CMS</u>	
<u>CTF3</u>	
<u>EA-IRRAD Mixed-Field</u>	CHARM
<u>EA-IRRAD Proton</u>	IRRAD
<u>ELENA</u>	
<u>FASER</u>	
<u>GIF</u>	
<u>HiRadMat</u>	
<u>IS409</u>	REX-ISOLDE
<u>IS456</u>	ISOLDE
<u>IS472</u>	ISOLDE
<u>IS474</u>	ISOLDE
<u>IS481</u>	ISOLDE
<u>IS483</u>	ISOLDE
<u>IS488</u>	ISOLDE
<u>IS500</u>	ISOLDE
<u>IS521</u>	ISOLDE
<u>IS527</u>	ISOLDE
<u>IS529</u>	ISOLDE
<u>IS531</u>	ISOLDE
<u>IS534</u>	ISOLDE
<u>IS540</u>	ISOLDE
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<u>ISOLDE</u>	
LCG	
LHCB	
LHCF	
MoEDAL	
<u>NA58</u>	COMPASS
<u>NA61</u>	SHINE
<u>NA62</u>	
<u>NA63</u>	
<u>NA64</u>	
<u>NA65</u>	DsTau
<u>NA66</u>	AMBER
<u>NP01</u>	ICARUS/WA104
<u>NP02</u>	ProtoDUNE-DP
<u>NP03</u>	PLAFOND
<u>NP04</u>	ProtoDUNE-SP
<u>NP05</u>	Baby MIND
<u>NP06</u>	ENUBET
<u>NP07</u>	ND280

<u>nTOF</u>	
<u>OSQAR</u>	
<u>PS212</u>	DIRAC
<u>PS215</u>	CLOUD
<u>RD-18</u>	CRYSTAL CLEAR
<u>RD42</u>	
<u>RD50</u>	
<u>RD51</u>	
<u>RD53</u>	
<u>SND@LHC</u>	
<u>TOTEM</u>	
<u>UA9</u>	CRYSTAL

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