

AMERICAN PHYSICAL SOCIETY
Read and Publish License Agreement

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”).
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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.
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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 with respect to the content and articles included within 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, 2024 to December 31, 2026, inclusive of both dates.

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 - 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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 - 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

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- 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.

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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
- 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 Letters	1079-7114	PRLTAO	journals.aps.org/prl
Physical Review X (Open Access)	2160-3308	PRXHAE	journals.aps.org/prx
PRX Quantum (Open Access)	2691-3399	PQRUAG	https://journals.aps.org/prxquantum/
PRX Energy (Open Access)	2768-5608	PERNFI	https://journals.aps.org/prxenergy/
PRX Life (Open Access)	2835-8279	PLRICF	https://journals.aps.org/prxlife/
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
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Schedule 3

Administrator Information and Fees

Name of Administrator

Account #: 10013046

Annual Pricing	2024	2025	2026

Net Total Fee for 2024-2026:

Minimum/Maximum Article Count Reconciliation

The total value of this Agreement will remain as stated in the above “Net Total Fee for 2024-2026”, provided the total number of Eligible Articles accepted under this agreement remain within the range of a Minimum Count of and a Maximum Count of , inclusive of both values. Should the actual total number of Eligible Articles accepted during the term of this Agreement fall outside of this stated range, the pricing will be adjusted as follows.

The ‘Article Difference’ is the number of articles by which the total number of Eligible Articles accepted within the term of this agreement falls outside of the range stated above.

- If it falls below the Minimum Count, it is calculated by subtracting the total number of Eligible Articles from the Minimum Count
- If it is above the Maximum Count it is calculated by subtracting the Maximum Count from the total number of Eligible Articles.

If the total number of Eligible Articles is below the Minimum Count of , the Publisher will return a refund to the licensee based on the Article Difference multiplied by USD; up to a maximum total refund of USD.

If the total number of Eligible Articles is above the Maximum Count of [REDACTED], the Licensee will pay the Publisher an additional reconciliation calculated by multiplying the Article Difference by [REDACTED] USD.

Reconciliation for an article total outside the range of [REDACTED], inclusive, will be completed by invoicing or refunding activities no later than March 31, 2027.

SCOAP3 Accounting

SCOAP3 offsets have been taken into account for the term of this license, and as such the Total Net Fee is inclusive of the SCOAP3 offset. Should the SCOAP3 initiative finish, or APS journal(s) no longer take part, the offset will no longer apply and will be due. Note that the tiered pricing is the indicative list subscription rate; and owing to the levels of publishing the majority of this (after offset) will be utilized to fund open access.

SCOAP3 Offset	2024	2025	2026
Tier 5 APS All price	\$57,385	TBD	TBD
Offset Percentage	11.25%	TBD	TBD
Offset Total	\$6,456	TBD	TBD

Schedule 5

Provision of Open Access Publishing

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1) Definitions

- a) **“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. In cases of the reassignment of corresponding author duties, to an author other than the Initial Corresponding Author, after initial submission, the manuscript will not be reassessed for eligibility under this Agreement.
- b) **“Eligible Authors”** are:
 - i) officially affiliated with the Licensee as declared on the submission form and manuscript and
 - ii) are the Initial Corresponding Author and have submitted the manuscript to one of the Participating Titles;

or

- iii) are submitting an article on behalf of a Participating Collaboration as listed in Schedule 7 and have declared as such on the submission form.

For the avoidance of doubt or ambiguity, there can only be one Eligible Author on a manuscript and APS will use only the Initial Corresponding Author.

- c) **“Eligible Articles”** are defined as those which meet all of the following conditions:
 - i) are submitted by a confirmed Eligible Author;
 - ii) list the Licensee as the affiliation of the Eligible Author (except in the case of an Eligible Author submitting on behalf of a Participating Collaboration);
 - iii) are approved for inclusion, subject to the process defined in section 3 below;
 - iv) are accepted for publication by a Participating Journal during the term of this License;
 - v) are of one of the article types acceptable under the policies of the Participating Journal, including but not limited to: Regular Articles, Letters, Rapid Communications, Reviews, Perspectives, and Short Papers;
 - vi) are not or would not be HEP articles published open access under SCOAP3 (these are covered by SCOAP3 directly).

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 - v) ORCID id
 - vi) Participating Collaboration name
- b) The Publisher will strive to clearly communicate the availability of an institutional funding agreement to Eligible Authors both within the submission process and on its website.
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 - (2) DOI
 - (3) Eligible author, including ORCID if available

- (4) Eligible author's institution
- (5) Article acceptance date, publish date

Schedule 6

Participating Journals

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

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Physical Review C
Physical Review D
Physical Review E
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Schedule 7 Participating Collaborations

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AD-6	AEGIS
AD-7	GBAR
AD-8	BASE
AD-9	PUMA
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ATLAS	
AWAKE	
CALICE	
CAST	
CMS	
CTF3	
EA-IRRAD Mixed-Field	CHARM
EA-IRRAD Proton	IRRAD
ELENA	
FASER	
GIF	
HiRadMat	
IS409	REX-ISOLDE
IS*	ISOLDE
ISOLDE	
LCG	
LHCB	
LHCF	
MadMax	MADMAX
MEDIPIX 3	
microScint	
MoEDAL	
NA58	COMPASS
NA61	SHINE
NA62	
NA63	
NA64	
NA65	DsTau
NA66	AMBER
NP01	ICARUS/WA104
NP02	ProtoDUNE-DP
NP03	PLAFOND
NP04	ProtoDUNE-SP

NP05	Baby MIND
NP06	ENUBET
NP07	ND280
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nTOF*	
OSQAR	
P349	
Physics Beyond Colliders Study	
PS/SPS beam test	
PS212	DIRAC
PS215	CLOUD
RD-18	CRYSTAL CLEAR
RD42	
RD50	
RD51	
RD53	
RE1	AMS
SHiP	
SND@LHC	
TOTEM	
UA9	CRYSTAL
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