#### 1

# 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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- 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.
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- 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.

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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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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.

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- 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.

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PRX Quantum (Open Access)	2691-3399	PQRUAG	https://journals.aps.org/prxquantum/
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Reviews of Modern Physics	1539-0756	RMPHAT	journals.aps.org/rmp
Physical Review A	2469-9934	PLRAAN	journals.aps.org/pra
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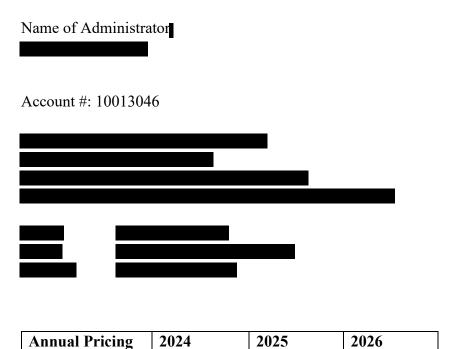
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# Schedule 3 Administrator Information and Fees



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#### 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 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 the Licensee will pay the Publisher an additional reconciliation calculated by multiplying the Article Difference by USD.

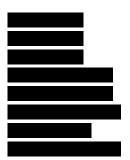
Reconciliation for an article total outside the range of \_\_\_\_\_, inclusive, will be completed by invoicing or refunding activities no later than March 31, 2027.

# **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 4 List of IP Ranges



# Schedule 5 Provision of Open Access Publishing

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# b) "Eligible Authors" are:

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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.

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- e) The Publisher will endeavor to include the source of the open access funding on the published article (in the article files and on the article webpage).

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- (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 B

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AWAKE			
CALICE			
CAST			
CMS			
CTF3			
EA-IRRAD Mixed-Field	Mixed-Field CHARM		
EA-IRRAD Proton	IRRAD		
ELENA			
FASER			
GIF			
HiRadMat			
IS409	REX-ISOLDE		
IS*	ISOLDE		
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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	ENÚBET
NP07	ND280
nTOF COLLABORATION	
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
WCTE	

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