

## ELECTRONIC ACCESS AND READ & PUBLISH LICENCE AGREEMENT 2021

This Agreement is made the 1 of January 2021 between, scientific.net, Trans Tech Publications Ltd, Kapellweg 8, 8806 Bäch ("Publisher") and Consortium of Swiss Academic Libraries ("Consortium leader") acting on behalf of its Member Libraries ("Licensees"), head office located at c/o SLSP AG, Werdstrasse 2, CH-8004 Zurich.

Consortium Leader is duly authorised by all institutions of higher education and non-commercial research institutions in Switzerland listed in Schedule B ("Licensees") who wish to subscribe to and publish in the journals of the Publisher specified in Schedule A.

WHEREAS (A) Publisher publishes and holds journal articles in electronic form; (B) Licensee wishes to publish articles in the journals via the Gold Open Access route and license access to journal articles; (C) Publisher agrees to grant such licence; (D) Consortium Leader negotiates the terms and conditions of this licence with the publisher on behalf of the Licensees.

In consideration of the mutual promises set forth herein, the parties agree as follows:

### 1. Definitions

In this Agreement the following terms shall have the following meanings:

**"Authorised Users"** means the categories of persons associated with Licensee as specified below who have been allowed access to Publisher Content by Licensee, such access to be by Secure Authentication: (i) faculty members (including temporary or exchange faculty members for the duration of their assignment); (ii) enrolled post-graduate and undergraduate students; (iii) current staff members; (iv) contract personnel directly involved in educational and research activities of Licensee; and (v) Walk-In Users, i.e. persons who do not fall into any of the categories above but are permitted by the Licensee to access Publisher Content whilst they are on Licensee's physical premises. Such access must at all times be by Secure Authentication on computer terminals within the Licensee's physical premises.

**"Commercial Use"** means use which is for direct monetary reward or commercial advantage, whether by or for Licensee or Authorised User, by means of the sale, resale, loan, transfer, hire or other form of exploitation of Publisher Content. For the avoidance of doubt: (i) charging of Authorised Users by Licensee for use of Publisher Content is not deemed to constitute Commercial Use; and (ii) use of Publisher Content by Licensee or Authorised Users in the course of academic research funded by a commercial organization is not deemed to constitute Commercial Use;

**"Corresponding Author"** means authors who are Authorised Users other than Walk-In Users who are also the corresponding author of an article published in a Journal.

**"External"** means an access route to Publisher Content where Publisher Content is posted on a file server maintained by Publisher or by a third-party host on Publisher's behalf;

**"Fees"** means the fees set out in Schedule C;

**"Internal"** means an access route to Publisher Content where Publisher Content is loaded on Consortium Leader's own network;

**"Headers"** means the article titles, bibliographic information and abstracts of the articles in the Journals;

**"Journals"** means the publications specified in Section A of Schedule A;

**"OA Articles"** means the articles published in Journals for which the Corresponding Author is an Authorised User and are published Gold Open Access via a Creative Commons CC-BY or CC BY-NC licence;

**"Licensee(s)"** means the site(s) of Licensees specified in Schedule B;

**"Non-Gold OA Publisher Content"** means the Publisher Content which has not been

published Gold Open Access via a Creative Commons CC-BY or CC BY-NC licence;

**"Publishing Fee"** means the discounted Fee (50% Consortium discount) paid by Licensee to publish OA Articles in Journals based on the base article processing charge (APC) of 1'250.00 EUR, i.e. 620 EUR, exclusive of all taxes.

**"Reading Fee"** means the Fee paid by Licensees to access the Publisher Content under the terms of this Agreement.

**"Read & Publish Offer"** the offer document presented by Publisher to Licensees as specified in Schedule F.

**"Publisher Content"** means the content of Publisher specified in Schedule A (as amended from time to time by the parties);

**"Secure Authentication"** means access to Publisher Content by Intern.et Protocol ("IP") ranges or by a username and password provided by Publisher to Licensee or by another means of authentication agreed between Publisher and Licensee, as specified in Schedule B;

**"Visually Impaired Person"** means a person who is blind; who has an impairment of visual function which cannot be improved, by the use of corrective lenses, to a level that would normally be acceptable for reading without special level or kind of light; who is unable, through physical disability, to hold or manipulate a book; or who is unable, through physical disability, to focus or move his/her eyes to the extent that would normally be acceptable for reading;

**"Walk-in Users"** means a category of Authorised User as set out in point (v) of the definition of Authorised Users;

## 2. Licence

Subject to the terms and conditions set forth in this Agreement, Publisher hereby grants to Licensee a non-exclusive and (subject to Clause 14 below) non-transferable right and licence to use Publisher Content.

2.1 Publisher licenses Consortium Leader and Licensees to access and use Publisher Content through Publisher's web site. Consortium Leader and Licensees shall access Publisher Content as specified in Schedule A:

- 2.1.1 External. If Publisher Content is accessed by an External route:
  - 2.1.1.1 Neither Licensee nor Authorised Users may make available or distribute any part of Publisher Content on any other network.
  - 2.1.1.2 Access must be by means of Secure Authentication.

and/or

- 2.1.2 Internal. If Publisher Content is accessed by an Internal route:
  - 2.1.2.1 Neither Licensee nor Authorised Users may make available or distribute any part of Publisher Content on any other network, except for in the case of the anthologies or reserves specified in Clause 2.4 below where parts of the Publisher Content can be made available to the relevant Authorised Users via the particular Licensee's secure Intranet.
  - 2.1.2.2 Access must be by means of Secure Authentication.
  - 2.1.2.3 Licensee may not alter Non-Gold OA Publisher Content in any way, including without limitation additions, subtractions or adaptations.
  - 2.1.2.4 Licensee may adapt header files in order to provide effective linking to files of journal articles.

2.2 Publisher licenses Licensee to provide access to Publisher Content via means of Secure Authentication to Authorised User so that these users may access and use Publisher Content in accordance with the terms of this Agreement.

2.3 Publisher licenses Licensee to use Publisher Content for the purposes of research, teaching, or private study only; and not for Commercial Use.

2.4 Publisher licenses Licensee to include printed or electronic copies of items from Non-Gold OA Publisher Content:

- (i) in anthologies (course packs) in printed or electronic form for sale (as long as the sale is not for Commercial Use) and/or distribution to Authorised Users for their use in connection with classroom instruction only; and
- (ii) in reserves (in printed or electronic form) set up by Licensee for access by Authorised Users in connection with specific courses offered by Licensee.

2.5 Publisher licenses Licensee to re-engineer Publisher Content at Licensees to provide suitable format(s) such that Authorised Users who are Visually Impaired Persons may have access to Publisher Content.

2.6 Publisher licenses Licensee to fulfil interlibrary supply requests from Licensee to other libraries. Publisher licenses Licensee to supply for each interlibrary supply request to a library, for the purposes of research for non-Commercial Use or private study only, a single paper or electronic copy or an electronic original of an individual item which is part of Publisher Content. Such supply may be by post or fax or by secure transmission, in which latter case the electronic file must be deleted immediately after printing unless the user who is authorised at the said library is a Visually Impaired Person and the electronic file is explicitly provided solely for his/her personal use

2.7 Publisher licenses Licensee to make such back-up copies of Publisher Content at Licensees as are reasonably necessary to give effect to its rights and obligations under this Agreement. Publisher archives the Journals and Archive Lease via the following archive solutions: Portico, CLOCKSS and LOCKSS.

2.8 If Licensee wishes to make any other use of Publisher Content or to carry out any other activity related to Publisher Content that is not explicitly mentioned above in this Clause 2 or set out in Schedule D, Licensee must obtain prior written permission from Publisher.

2.9 Publisher licenses Licensee to download, extract and index information from the Publisher Content and, where required, mount; load and integrate the results on a server used for the Licensee's text mining system and evaluate and interpret the text and data mining ("TDM") output for access and use by Authorised Users. Licensee ensures that all TDM is carried out under the other conditions of this Clause 2. TDM may be undertaken on either locally loaded Publisher Content or as mutually agreed.

### **3. Payment**

3.1 Licensee shall, in consideration of the rights set out in this Agreement, pay Publisher their individual Fee (see Schedule C). For the avoidance of doubt, the Fees shall be exclusive of any sales, use, value added or similar taxes.

3.2 The Fees are subject to review on an annual basis, and Publisher shall notify Consortium Leader in writing of any change to the Fees for the subsequent year not less than sixty (60) days prior to the end of the current Term. If it is not possible to agree the Fees within thirty (30) days of notification, the Agreement shall terminate automatically at the end of the then current Term.

### **4. Term of Agreement**

The Term of this Agreement is 1st January 2021 to 31st December 2021. This Agreement may be extended at the expiry date and each anniversary thereof for a further period of one (1) year

by Consortium Leader and Publisher agreeing the Publisher Content and Fee for the new Term. If the Agreement is to be extended, an Addendum, including updated schedules, shall be signed by both parties.

## **5. Copyright and Ownership**

- 5.1 Publisher Content is copyright and is subject to all applicable copyright and other rights of the copyright owner and Publisher. The names of the author(s) and the copyright notices may not be removed, obscured, or modified in any way.
- 5.2 Licensee acquires no intellectual property rights in Publisher Content and all such rights except those granted under creative commons licences (for example CC-BY) remain with the copyright owner.
- 5.3 Licensee shall abide by Publisher's Terms and Conditions as set out in Schedule D (also available on Publisher's website(s)). Licensee shall make all reasonable efforts to distribute these Terms and Conditions to Authorised Users to make them aware of Publisher's Terms and Conditions. Notwithstanding Clause 13, and subject only to Publisher giving Licensee thirty (30) days prior notice, Publisher's Terms and Conditions are subject to change any time at the discretion of Publisher.
- 5.4 Each party shall use its best endeavours to safeguard the intellectual property and proprietary rights of the other party.

## **6. Access to and Availability of Publisher Content**

- 6.1 Licensee's access to Publisher Content shall be via Secure Authentication.
  - 6.1.1 Licensee's access to or the provision of access to Publisher Content shall be by IP authentication. Licensee shall ensure that the IP range allows access only by Authorised Users. Licensee shall only offer a proxy, or firewall, IP that will allow Authorised Users access to Publisher Content. It is the responsibility of Licensee to verify that any IP address will only allow such access
  - 6.1.2 Where Licensee does not have the technical facilities to comply with 6.1.1, Publisher may, at its sole discretion, permit Licensee to access or to provide access to Publisher Content using assigned username and password. In such cases, Licensee shall be responsible for ensuring that the username and password are provided to Authorised Users only. Licensee shall not pass on or put the username and password in a place where they can be accessed by anyone other than Authorised Users (for example, the username and password shall not be given to Walk-in Users or put on a website).
- 6.2 For Publisher Content accessed by Licensee via an External route Publisher shall use its reasonable endeavours, subject to any reasonable periods of planned downtime or maintenance, to make this Publisher Content available to Licensee 24 hours a day, 7 days a week, In the event of any unplanned downtime or unavailability of the Publisher Content for any reason, whether through the fault of Publisher or otherwise, Publisher's sole responsibility shall be to use its reasonable endeavours to restore External access to Publisher Content as soon as reasonably practicable and Publisher shall have no liability to Licensee for such interruption to access. Where the Services are not available to the Licensee during the current subscription period due to circumstances within reasonable control of the Publisher for more than seven (7) consecutive days, Licensee shall refund to the Licensee a proportion of the Fee pro-rated to the period of such unavailability within in the subscription period to which the Fee relates. In case of a renewal, the refunding Fee will be deducted from the renewal Fee of the following year.
- 6.3 For Publisher Content accessed by Licensee via an Internal route Publisher shall have no responsibility whatsoever to Licensee for interruption of access.

- 6.4 Publisher reserves the right to change the format of or the hosting service for Publisher Content.
- 6.5 Licensee's access to Publisher Content is at all times subject to compliance with the terms of this Agreement and in particular, but without limiting the generality of the foregoing, to the timely payment of all applicable Fees.

## 7. Access to Publisher Content upon Expiry or Termination

- 7.1 Where, following expiry or termination of this Agreement as set out below, Licensee's access to Publisher Content continues, it shall be subject to Licensee abiding by those terms of this Agreement that are relevant to such access. Such terms shall continue to have effect for the duration of Licensee's access, and Licensee hereby acknowledges and agrees that if Publisher reasonably believes Licensee is in breach of such terms, Publisher may at any time terminate Licensee's access or, if applicable, require Licensee to delete Publisher Content held on its network, which Licensee shall do as soon as reasonably practical after notification from Publisher and confirm to Publisher in writing when it has done so.
- 7.2 Upon expiry of this Agreement, termination under Clause 8.3 or 8.4, or termination by Licensee under Clause 8.1, Publisher shall provide at no cost to the Licensee perpetual online archival access ("Post Cancellation Access") to the PDF forms of the articles from the volumes of the Journals that Licensee licensed prior to the termination of this Agreement, subject always to the provisions of Clause 7.1 above. For the avoidance of doubt Licensee will lose access to the HTML forms of the articles and other related functionality. Access shall be via Publisher's server or by Publisher supplying Licensee with the PDFs and the Headers via a means to be agreed at the time. In the event that the Publisher can no longer provide such archival access, the Publisher may make the online form of the Journals available through third-party service providers, who may impose their own charges, for which the Publisher is not accountable nor in any way involved in the negotiation: Publisher archives the Journals and Archive Lease via the following archive solutions: Portico, CLOCKSS and LOCKSS.

## 8. Termination

- 8.1 If either party shall fail to observe or perform any one or more of its obligations hereunder, either party may request the other by notice in writing, specifying the default, to remedy the default (if remediable and if liable) within sixty (60) days of notice, and if such remedy has not been completed within the said sixty (60) day period, or if no remedy is possible, the non-breaching party may terminate this Agreement forthwith.
- 8.2 If Publisher becomes aware that a Licensee is in material breach of this Agreement and reasonably believes such breach is likely to cause serious financial, operational or reputational loss to Publisher, and if the Licensee is responsible for the breach, Publisher may:
- (i) If Licensee accesses Publisher Content by External means, temporarily suspend Licensee's access to Publisher Content to the Licensee that is responsible for the breach and notify Licensee in writing as soon as reasonably practical; or
  - (ii) If Licensee accesses Publisher Content by Internal means, demand that Licensee temporarily suspend access to Publisher Content, until further notice from Publisher, and Licensee shall comply as soon as reasonably practical.
- If the Licensee is responsible for the breach, Licensee shall have sixty (60) days from receipt of written notice from Publisher in which to remedy the breach. Once the breach has been remedied to Publisher's satisfaction or the breaching activity halted:
- (i) If Licensee accesses Publisher Content by External means, Publisher shall

promptly reinstate access to Publisher Content.

- (ii) If Licensee accesses Publisher Content by Internal means, Publisher shall promptly notify Licensee that access to Publisher Content may be reinstated.

- 8.3 Either party shall have the right to terminate this Agreement with immediate effect upon notice to the other upon the other committing an act of bankruptcy or having a receiver or liquidator appointed over its assets except for the purposes of solvent amalgamation or reconstruction.
- 8.4 Termination of this Agreement for whatever reason shall be without prejudice to the rights of the parties to claim damages for any previous breach.
- 8.5 Upon termination of this Agreement by Licensee under Clause 8.1 or 8.3, Publisher shall repay to Licensee the proportion of the Fees paid that represents the unexpired part of any subscription or lease fees paid by Licensee for Publisher Content under this Agreement.
- 8.6 Upon termination of this Agreement by Publisher under Clause 8.1 or 8.2, Publisher shall immediately remove Licensee access to Publisher Content.
- 8.7 Upon termination of this Agreement by Publisher under Clause 8.1 or 8.2, Publisher shall not repay to Licensee any Fees paid by Licensee for Publisher Content under this Agreement.
- 8.8 Termination of this Agreement (howsoever arising) shall not affect the rights of either party accrued prior to termination and any provision of this Agreement which needs to survive termination of this Agreement in order to give full effect to its meaning shall do so.
- 8.9 The Licensee may terminate its participation in this Agreement for the subsequent calendar year if sufficient funds are not made available by its institutional budget processes for the purpose of this Agreement.

## **9. Warranties and Liabilities**

- 9.1 Publisher hereby warrants to Consortium Leader and Licensees that they have full power to enter into and perform this Agreement and that so far as it is aware Publisher Content does not violate or infringe any existing copyright, licence or third-party rights.
- 9.2 Consortium Leader hereby warrants to Publisher that it has full power to enter into and perform this Agreement.
- 9.3 Publisher shall use reasonable endeavours to ensure that Publisher Content is accurate, error-free and uncorrupted, but Publisher accepts no liability whatsoever for any loss, claim or damage of any nature, whether direct, indirect, consequential or special (including without limitation, legal fees) suffered or incurred by Licensee and alleged to be caused by:
  - (i) omissions or errors in the Publisher Content, or their consequences; or
  - (ii) faults in or corruption of Publisher Content or their consequences, including but not limited to any defects caused by or during the transmission of Publisher Content across the Internet or by the processing of Publisher Content by Licensee.
- 9.4 Nothing in this Agreement shall limit or exclude the liability of either party to the other for death or personal injury caused by its negligence or that of its employees, servants or agents.
- 9.5 Subject to Clauses 9.4 and 9.7, in the event that Consortium Leader or a Licensee

makes a claim against Publisher for whatever reason, Publisher's liability (if any) shall not exceed the price paid or to be paid by the Licensee for the Publisher Content. Under no circumstances shall Publisher be liable for any consequential, indirect or special losses howsoever arising or for any loss of profits, revenue, interest, goodwill, business and/or savings (whether direct or indirect).

- 9.6 In the event that Publisher makes a claim against Consortium Leader and/or a Licensee(s) for whatever reason, Consortium Leader and/or Licensee(s)'s liability (if any) shall not exceed the price paid or to be paid by the Licensee(s) for the Publisher Content. Under no circumstances shall the Consortium Leader or Licensees be liable for any consequential, indirect or special losses howsoever arising or for any loss of profits, revenue, interest, goodwill, business and/or savings (whether direct or indirect).
- 9.7 Publisher shall indemnify and hold Consortium Leader and Licensees harmless from and against any direct loss, damage, cost, liability or expense (including reasonable legal and professional fees) arising out of any legal action taken against Consortium Leader or a Licensee by a third party claiming Publisher Content is in actual or alleged infringement of their intellectual property rights. This indemnity is subject to (a) the Licensee promptly notifying the Publisher of any claim or action, (b) the Publisher having sole control of such claim or action, and (c) the Consortium Leader or Licensee not making any admission of liability or agreeing to settle or compromise the claim or action. This indemnity shall survive the termination of this Agreement for any reason. This indemnity shall not apply if Licensee has amended Publisher Content in any way to the extent that such amendment is the cause of the infringement.
- 9.8 If Publisher becomes aware of any item or part of an item in Publisher Content for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable, it shall use reasonable efforts to make the item or part of an item acceptable to remain in Publisher Content. If this is not reasonably practicable, Publisher reserves the right at any time to withdraw from Publisher Content any such item or part of an item. Publisher shall give written notice to Consortium Leader of such withdrawal as soon as reasonably practicable, and if Publisher Content is used by an Internal route, Consortium Leader shall delete all such material from its implementation of Publisher Content and destroy it and shall confirm to Publisher in writing when it has done so.
- 9.9 Nothing in this Agreement shall make Consortium Leader or Licensees liable for breach of the terms of this Agreement by any Authorised User provided that the Licensee concerned did not cause, knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred.

## **10. Entire Agreement**

- 10.1 This Agreement, including the attached Schedules, embodies and sets forth the entire agreement and understanding of the parties and supersedes all prior oral or written agreements, understandings or arrangements relating to the subject matter of this Agreement. Neither party shall be entitled to rely on any agreement, understanding or arrangement which is not expressly set forth in this Agreement.
- 10.2 No failure to delay on the part of either party hereto to exercise any right or remedy under this Agreement shall be construed or operated as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case may be. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

## **11. Severability**

In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall

not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

## **12. Binding Agreement**

This Agreement shall be binding upon and inure to the benefit of both parties hereto and their respective successors and permitted assignees.

## **13. Alteration of Agreement**

Subject to Clause 5.3, this Agreement, including the schedules, may be amended only in writing signed by duly authorised representatives of the parties.

## **14. Assignment**

- 14.1 Licensee may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Publisher, such agreement not to be unreasonably withheld.
- 14.2 If rights in all or any part of Publisher Content are assigned to another publisher, Publisher shall use its best endeavours to ensure that Licensee may continue to have access to the Publisher Content which is the subject of this Agreement.

## **15. Notices**

Every notice to be given under this Agreement shall be in writing and sent by email. Notice sent by post shall be deemed to have been given ten (10) working days after the date of posting. Notices delivered by hand, facsimile or email shall be deemed to have been given on the day they are delivered, unless delivery occurs outside the normal working hours of the recipient, in which case delivery shall be treated as having occurred on the next working day.

## **16. Force Majeure**

Neither party shall be responsible for any failure or delay in the performance of its obligations under this Agreement because of circumstances beyond its reasonable control.

## **17. Confidentiality**

- 17.1 The parties treat as confidential all facts and information that are neither common knowledge nor publicly accessible and in which there is an interest in maintaining their confidentiality in good faith on account of their nature. In case of doubt, facts and information are to be treated as confidential. Mandatory duties of disclosure according to Swiss law remain reserved (e.g. in accordance with BGÖ, BÖB)
- 17.2 Publisher retains server logs which contain detailed Licensee and Authorised User access information including without limitation date and time of access, details of the Secure Authentication employed and specific file name and type downloaded from Publisher Content. This access information may be used by Publisher and its agents only for Publisher's internal purposes including management information reporting, monitoring and enforcement of Licensee's access, and Licensee support purposes. Publisher shall use its best endeavours to keep confidential from third parties this access information and these usage statistics. Publisher and Licensee shall each comply with the requirements of any data protection legislation currently in force and applicable to them.

## **18. Headings**

The headings in this Agreement are for convenience only and shall not affect its interpretation.

## **19. Miscellaneous**

- 19.1 Usage Statistics: Publisher will provide Consortium Leader and Licensees with access to usage statistics compliant with the latest release of the Project COUNTER Code of Practice ([www.projectcounter.org](http://www.projectcounter.org)). These statistics will cover all Publisher



- 19.2 Content listed in Schedule B.  
OA Article Workflow and Services: The parties shall use reasonable efforts to develop streamlined author identification and verification workflows as well as efficient invoicing and reporting processes as specified in Schedule E.

## 20. Dispute Resolution

Any difference arising between the parties shall initially be submitted to a mediation procedure in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Should the mediation be unsuccessful, neither party is precluded from instigating legal proceedings under Clause 21. For avoidance of doubt, parties are allowed at any time to take all necessary legal measures to avoid losing their rights.

## 21. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of Switzerland irrespective of the place of its physical execution and the parties hereto hereby submit to the exclusive jurisdiction of the Swiss courts in respect of any contractual and non-contractual disputes arising out of or in connection with this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement by their respective, duly authorised representatives as of the date first written below.

**For and on behalf of the Licensees**  
Consortium of Swiss Academic libraries, head office

Signed: Wilfried Lochbühler  
Wilfried Lochbühler (Mar 18, 2021 17:56 GMT+1)

Name: Wilfried Lochbühler

Title: President Steering Committee

Date: Mar 18, 2021

**For and on behalf of**  
Scientific.net

Signed: Anne Woehlbier

Name: Anne Woehlbier

Title: CEO Trans Tech Publications Ld.

Date: Mar 19, 2021



## SCHEDULE A

### Publisher Content

Licenseses have agreed to take up the Read & Publish option as specified in Schedule C.

The Publisher Content included in each option is specified in Schedule A.

#### Section A

Licensee has access to the electronic versions of the following Journals via an External route:

Journals	E-ISSN	Hybrid Journals	Access years during Term
<b>Advanced Engineering Forum</b>	2234-991X	√	Option Online 2: Web 2021 plus Access to Back Volumes, back to volume 1.
<b>Advanced Materials Research</b>	1662-8985	√	Option Online 2: Web 2021 plus Access to Back Volumes, back to volume 1.
<b>Advances in Science and Technology</b>	1662-0356	√	Option Online 2: Web 2021 plus Access to Back Volumes, back to volume 1.
<b>Applied Mechanics and Materials</b>	1662-7482	√	Option Online 2: Web 2021 plus Access to Back Volumes, back to volume 1.
<b>Defect and Diffusion Forum (formerly Part A of Diffusion and Defect Data)</b>	1662-9507	√	Option Online 2: Web 2021 plus Access to Back Volumes, back to volume 1.
<b>Solid State Phenomena (formerly Part B of Diffusion and Defect Data)</b>	1662-9779	√	Option Online 2: Web 2021 plus Access to Back Volumes, back to volume 1.
<b>Diffusion Foundations (derived from Defect and Diffusion Forum)</b>	2296-3642	√	Option Online 2: Web 2021 plus Access to Back Volumes, back to volume 1.
<b>International Journal of Engineering and Research in Africa</b>	1663-4144	√	Option Online 2: Web 2021 plus Access to Back Volumes, back to volume 1.
<b>Journal of Biomimetics, Biomaterials and Biomedical Engineering</b>	2296-9845	√	Option Online 2: Web 2021 plus Access to Back Volumes, back to volume 1.
<b>Journal of Metastable and Nanocrystalline Materials</b>	2297-6620	√	Option Online 2: Web 2021 plus Access to Back Volumes, back to volume 1.
<b>Journal of Nano Research (JNanoR)</b>	1661-9897	√	Option Online 2: Web 2021 plus Access to Back Volumes, back to volume 1.
<b>Key Engineering Materials</b>	1662-9795	√	Option Online 2: Web 2021 plus Access to Back Volumes, back to volume 1.
<b>Materials Science Forum</b>	1662-9752	√	Option Online 2: Web 2021 plus Access to Back Volumes, back to volume 1.
<b>NHC (Nano Hybrids and Composites)</b>	2297-3400	√	Option Online 2: Web 2021 plus Access to Back Volumes, back to volume 1.

## SCHEDULE B

### Participating Institution(s) (“Licensee(s)”) and Secure Authentication Protocol

Each Participating Institution (“Licensee”) shall access the Publisher Content by IP address(es) and the Participating Institutions are as follows:

Participating Institution	Contact	Address	IP-Addresses (IPv4)	IPv6	Institutional E-Mail domains	GRID	Post Cancellation Access
EPF Lausanne	Gaël Revelin Tel. +41 21 693 17 67 gael.revelin@epfl.ch	EPFL Bibliothèque, Collections, Rolex Learning Center, Station 20, CH- 1015 LAUSANNE	128.178.*.* 128.179.128.1 - 128.179.255.254	2001:620:618::/52	epfl.ch	GRID.5333.6	2002-2021
ETH Zürich	Anja Meyer Tel. +41 44 632 21 54 anja.meyer@library.ethz.ch	ETH-Bibliothek Zürich, Rämistrasse 101, CH-8092 Zürich	82.130.64.*- 82.130.127.* 129.132.*.* 192.33.87.*- 192.33.110.* 195.176.96.*- 195.176.127.*	2001:67c:10ec::/48	ethz.ch	GRID.5801.c	1967-2021
Lib4Ri	Dimitris Antonakis Tel. +41 58 765 51 30 eresources@lib4ri.ch	EAWAG, Zentraler Rechnungseingang, Lib4RI: E- Resources, REF- 10017138, Überlandstrasse 133, CH-8600 Dübendorf	129.129.*.* 152.88.*.* 192.33.118.* 193.134.202* 195.176.244.0- 195.176.245.255	2001:620:D::/48 2001:620:170::/48	lib4ri.ch eawag.ch empa.ch psi.ch wsl.ch	GRID.458352. d GRID.418656. 8 GRID.7354.5 GRID.5991.4 GRID.419754. a	2002-2021
HEIA-FR Haute Ecole d'ingénierie et d'architecture Fribourg	Céline Saudou celine.saudou@hefr.ch	Haute Ecole d'ingénierie et d'architecture Fribourg, Bibliothèque	160.085.0.0 – 160.085.255.255	n/a	hefr.ch	GRID.483327. 9	2021-2021

Participating Institution	Contact	Address	IP-Addresses (IPv4)	IPv6	Institutional E-Mail domains	GRID	Post Cancellation Access
		Pérolles 80 CH-1700 Fribourg					
ZHAW Zürcher Hochschule für Angewandte Wissenschaften	Ursula Schönenberg Tel. +41 058 934 70 65 e-medien.hsb@zhaw.ch	ZHAW Zürcher Hochschule für Angewandte Wissenschaften, Hochschulbibliothek, E-Medien, Turbinenstrasse 2, Postfach 805, CH-8401 Winterthur	160.098.(0-255).(0-255)	2001:620:40b::/48	zhaw.ch	GRID.19739.35	2013-2021

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## SCHEDULE C

### Payment

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**The Reading Fee payable for 2021 is as follows: 20'720 EUR\***

The Publishing Fee payable for 2021 is as follows:

Participating Institution	Publish 50% OA article discount allowance with R&P Fee for 2021 <sup>1</sup>	Publish Upfront pre-publication payment 2021*	Reading Fee 2021*
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Lib4RI	unlimited	0.00 EUR	5'240.00 EUR
HEIA-FR	unlimited	0.00 EUR	2'500.00 EUR
ZHAW	unlimited	0.00 EUR	2'500.00 EUR
<b>Total Fee Payable</b>		<b>2'500.00 EUR</b>	<b>20'720.00 EUR</b>

Corresponding Authors of Licensees shall be identified by the domains given in the table in Schedule B.

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<sup>1</sup> The Publishing Fee allows for the Corresponding Authors to publish their articles as OA articles at 50% discount on the official APC (EUR 1'250), i.e. 625 in all scientific.net Journals in 2021 respectively.

## SCHEDULE D

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## SCHEDULE E

### OA Article Workflows and Services

These OA Article workflow and services ("Services") are conceived as a pilot in order to develop an article-based open access business model.

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2021-03-19 - 6:37:21 AM GMT- IP address: 83.77.232.42
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