



Driving innovation together

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**Intermediary Agreement**  
**SURF and PLOS**  
**2025 - 2026**



## INTERMEDIARY AGREEMENT

### The undersigned:

SURF B.V., a private limited company with its registered office at Moreelsepark 48, 3511EP Utrecht, The Netherlands, duly represented in this by [REDACTED], and referred to hereinafter as "SURF";

and

Public Library of Science, with its registered agent address at 2108 N Street, Suite N, Sacramento, CA, 95816, USA and mailing address at 1875 Mission Street, Suite 103 #188, San Francisco, CA 94103, United States of America, duly represented in this by its [REDACTED] and its [REDACTED] referred to hereinafter as "Publisher";

hereinafter jointly referred to as the "Parties" or each separately as a "Party";

### Whereas

- a) SURF is a subsidiary of Cooperatie SURF U.A., a cooperative association of Dutch educational and research institutions, including the Institutions specified in Schedule A;
- b) Publisher is the publisher of the certain journals, including the Open Access journals listed in Schedule C-b to this Agreement (the "Publisher's Materials");
- c) The Institutions wish to acquire Rights to Publish Eligible Articles in Open Access in respect of the Publisher's Materials;
- d) SURF provides Intermediary Services to the Institutions for the purpose of concluding and managing agreements between the Institutions and Publisher regarding the Rights to Publish in accordance with the Open Access Publishing Agreement attached hereto as Schedule C;
- e) Publisher is prepared to grant the Institutions the Rights to Publish Eligible Articles on the conditions of this Intermediary Agreement and the Open Access Publishing Agreement;
- f) In respect of this Intermediary Agreement, SURF is acting as a Consortium manager for and, where relevant, on behalf of the Institutions;

**Declare that they have agreed as follows:**

## Definitions

Definition	Description
Agreement	This Intermediary Agreement 2025-2026 and its associated Schedules.
Consortium	The group of Institutions entering into Open Access Publishing Agreements with Publisher.
Contact Person	Means the Contact Person(s) appointed by SURF and Publisher, respectively, for dealing with all matters regarding the execution of the Agreement as specified in Article 17.
Corresponding Author	The Eligible Author responsible for the submission of an Eligible Article for publication in one of Publisher's Materials listed in Schedule C-b and who, in connection with such article, acts a contact person for Publisher on behalf of all authors thereof.
Documentation	Any descriptions, specifications or manuals concerning the Publisher's Materials and/or Media provided by Publisher.
Eligible Articles	An article by an Eligible Author accepted for publication by the Publisher during the term of the Agreement following Publisher's internal policies and procedures.
Eligible Authors	Authors who are employed by or affiliated with one of the Institutions (including Corresponding Authors).
Fee	The fee payable for the Service as specified in Schedule B, which will be paid by SURF on behalf of an Institution subscribing to the Open Access Publishing Agreement.
Force Majeure Event	An event in which a Party fails to fulfill or perform any obligation under this Agreement for reasons beyond its reasonable control, including, but not limited to: natural disasters, armed conflict, terrorism, riot, civil disturbance, embargo, sanctions, acts of civil or military authority or other widespread disturbances affecting many businesses, epidemic, pandemic, breakdown of public utilities or public, strikes, labor disputes or other circumstances that cannot be attributed to such a Party.
Incident	An error, defect, malfunction or nonconformity in Publisher's online platform and/or Media where Publisher's Material is made available, or a security incident potentially involving personal data or other sensitive information regarding an Institution, Eligible Authors or SURF.
Institutions	The educational and research institutions listed in Schedule A.
Intermediary Services	The intermediary services provided by SURF to the Institutions in connection with the negotiation, conclusion and management of Open Access Publishing Agreements between the Institutions and Publisher.
Market Area	The geographical area where the Institutions are located.
Media	The media or platforms used and/or provided by the Publisher for publication and/or distribution of the Publisher's Materials.
Open Access	Online research output that is free of all restrictions on access.
Open Access Publishing Agreement	The Open Access Publishing Agreement regarding the Rights to Publish Eligible Articles between Publisher and Institutions attached as Schedule C.
Personal Data	Personal data of Eligible Authors and/or other staff members employed by, hired or otherwise accredited to the Institution, which are collected and/or processed by Publisher within the context of the Open Access Publishing Agreement, as defined in the General Data Protection Regulation (i.e. Regulation (EU) 2016/679, hereinafter the "GDPR").
Publisher's Materials	The Open Access journals of the Publisher specified in Schedule C-b, which are covered by the Rights to Publish Eligible Articles.



Definition	Description
Rights to Publish Eligible Articles	The obligation of Publisher to allow Eligible Authors of an Institution entering into the Open Access Publishing Agreement to publish Eligible Articles without charging Article Processing Charges (hereinafter also, "APC").
Schedules	The appendices to this Agreement, which form an integral part of this Agreement and the Open Access Publishing Agreement, where relevant.
Service	The service provided by the Publisher to the Institution under the Open Access Publishing Agreement in respect of the Rights to Publish Eligible Articles in the Publisher's Materials.
Term	The term of this Agreement as specified in Article 1.4.

## Article 1 Subject and Term

- 1.1 The Parties agree that SURF will act as an intermediary between Publisher and the Institutions specified in Schedule A for the conclusion and management of Open Access Publishing Agreements.
- 1.2 All Institutions listed in Schedule A may enter into an Open Access Publishing Agreement with Publisher according to the Open Access Publishing Agreement in Schedule C.
- 1.3 Publisher shall grant the Institutions the Rights to Publish Eligible Articles in the Publisher's Materials under the terms and conditions of the Open Access Publishing Agreement if accepted for publication during the Term.
- 1.4 This Agreement is entered into for a Term of two (2) years, commencing on January 1<sup>st</sup>, 2025 and consequently ending on December 31<sup>st</sup>, 2026, unless terminated prematurely as provided for in Article 14 of this Agreement. The Parties understand and appreciate that with regard to the future expiration of this Agreement, it is in the mutual interest of Publisher and the Consortium to enter into timely renewal discussions to work towards an uninterrupted continuation of the Rights to Publish Eligible Articles in the Publisher's Materials, unless the Consortium or Publisher is not interested in a renewal.

## Article 2 General obligations of the Parties

- 2.1 Each Party shall, at all times:
  - a. act reasonably and in good faith with respect to matters that relate to this Agreement;
  - b. perform its obligations under this Agreement in a professional manner, using staff members that are sufficiently skilled and qualified for their tasks;
  - c. hold meetings (including meetings relating to planning, review and issue resolution) as necessary and report to the other on a regular basis in order to keep the other fully informed of the progress of work required under this Agreement; and
  - d. work together in a collaborative manner to ensure timely progress and fulfilment of this Agreement.

## Article 3 Performance of Publisher

- 3.1 For the entire duration of the Agreement, Publisher shall:
  - a. cooperate with SURF and do everything reasonably necessary to enable SURF to provide the Intermediary Services;

- b. provide support services to SURF by means of a professional helpdesk with sufficiently qualified and skilled staff members.
- c. allow Eligible Authors to publish Eligible Articles in Open Access in the Publisher's Materials without Article Processing Charges (or any other costs or charges) on the conditions of the Open Access Publishing Agreement;
- d. fully comply with all other Publisher commitments as provided for under each Open Access Publishing Agreement.

#### **Article 4 Performance SURF**

- 4.1 SURF shall act as Consortium manager and intermediary between Publisher and the Institutions and facilitate the conclusion of Open Access Publishing Agreements in accordance with this Agreement. SURF does not guarantee that any or more of the Institutions will subscribe to the Open Access Publishing Agreement, nor that this Agreement will result in any minimum level of revenues for Publisher. It shall be in the Institutions' sole discretion to determine if they wish to subscribe to the Open Access Publishing Agreement.
- 4.4 SURF shall not make any statements or promises to Institutions or their Eligible Authors regarding the Service that are incorrect or misleading. SURF shall indemnify Publisher for any claims for damages of Institutions or their Eligible Authors based on such incorrect or misleading statements or promises, provided that Publisher i) gives prompt notice of such a claim to SURF, ii) provides such cooperation and assistance to SURF as is reasonably necessary to defend the claim, and iii) allows SURF to have sole control of the defense, except that Publisher retains the right to participate in the defense at its own expense.
- 4.5 SURF shall notify Publisher without undue delay in case it becomes aware of any Incident or complaints of Institutions about Publisher or the Service provided under the Open Access Publishing Agreement.
- 4.6 SURF shall be responsible for contract management of Open Access Publishing Agreements in accordance with Article 5 below.

#### **Article 5 Conclusion of Open Access Publishing Agreements with the Institutions**

- 5.1 Publisher shall grant the Rights to Publish Eligible Articles to the Institutions by concluding an Open Access Publishing Agreement according to Schedule C with each Institution separately. Upon acceptance of the Open Access Publishing Agreement by an Institution and notification thereof by SURF to Publisher, Publisher and the Institution will be fully bound by its terms.
- 5.2 Through its online contract management tool ConsortiaManager, SURF will enable Institutions to subscribe to the Open Access Publishing Agreement with Publisher by accepting its terms. Publisher will be informed each time an Institution places an order and/or requests for a quotation for subscription to the Open Access Publishing Agreement with Publisher.

#### **Article 6 Evaluation**

- 6.1 SURF and Publisher shall evaluate their cooperation and Publisher's performance of the Agreement and the Open Access Publishing Agreements at least twice each calendar year or as often as reasonably requested by SURF. SURF may represent the Institutions in these evaluations and act on their behalf.

## Article 7      **Limitation of Liability**

- 7.1 SURF may never be held liable for any failure of an Institutions to perform its obligations under the Open Access Publishing Agreement, or for any violation of the Open Access Publishing Agreement by an Institution's Eligible Author, staff member or student enrolled in or accredited to the Institution.
- 7.2 Save for any indemnities provided in this Agreement, any liability of SURF or Publisher under this Agreement is limited to:
- liability for death or personal injury;
  - liability for damages caused by gross negligence, fraud and/or wilful intent of a Party; or
  - any other liability which cannot be contractually excluded under applicable law.
- All other liability is expressly excluded.
- 7.3 Publisher shall indemnify SURF for any claims of Institutions, their Eligible Authors or other third-parties resulting from any lack of performance or violation of the Open Access Publishing Agreement by Publisher.

## Article 8      **Intellectual Property Rights**

- 8.1 SURF shall be entitled to make use of Publisher's trademarks (subject to approval as described below), trade names or other identifying information solely to perform its obligations under this Agreement and to identify or present the Publisher's Materials to the Institutions in the context of its Intermediary Services. Any use of Publisher's trademarks by SURF in any marketing materials including but not limited to: press releases, print pieces, broadcast emails, brochures, signs, and website postings is subject to prior review and written approval by Publisher's Executive Director of Marketing & Communications.
- 8.2 This Agreement does not assign or transfer any right, title or interest in any intellectual property rights of the Publisher to SURF.
- 8.3 Publisher guarantees that all intellectual property rights in Publisher's trade names, publication titles, brands and logos are owned by or validly licensed to Publisher (hereafter jointly: the "Publisher IP") and that the use of any Publisher IP by SURF or the Institutions or the Eligible Authors in accordance with this Agreement and the Open Access Publishing Agreement does not violate or infringe upon any patent, copyright, trademark, trade secret, intellectual property right or other proprietary right or contract right of any third party. Publisher shall indemnify, defend and hold SURF and its affiliates harmless from and against any and all damages, liabilities, losses, claims, awards, penalties, injuries, causes of action, fees (including reasonable legal and professional fees), and/or any other costs that arise from, or in connection with, any third party claim, or threat of claim thereof, resulting from any failure of Publisher to comply with this guarantee, including all third-party claims, or threats of claims thereof, of an alleged violation or infringement of the above rights with respect to SURF's, the Institutions' and the Eligible Authors' use of or access to Publisher's IP in accordance with the terms of this Agreement and the Open Access Publishing Agreement. SURF shall give prompt notice of such a claim to Publisher, provide such cooperation and assistance to Publisher as is reasonably necessary to defend the claim, and allow Publisher to have sole control of the defense, except that SURF and its affiliates retain the right to participate in the defense at their own expense.



- 8.4 Parties shall not register, or apply for registration of, **one another’s trademarks, trade names, or other indications of origin or any other marks or symbols similar to them, or register any domain names that include such marks or symbols.**
- 8.5 Any right of SURF to make use of Publisher’s IP allowed in connection with this Agreement shall terminate by operation of law when this Agreement is terminated or dissolved, for whatever reason.
- 8.6 SURF shall be entitled to refer to itself in respect of the **Publisher’s Materials** as an authorised intermediary.

**Article 9 Publisher’s Materials and Fees**

- 9.1 Schedule B provides a specification of the Service and Fees applicable to the Open Access Publishing Agreement. SURF shall be responsible for payment of the Fees (minus any reductions or discounts, where applicable) for the Institutions subscribing to the Open Access Publishing Agreement, in accordance with the payment conditions specified in Schedule B. For avoidance of doubt: this means that payment of Fees is the responsibility of SURF and that Publisher may not invoice any (part of) the Fee to any of the Institutions separately. Invoicing and payment takes place in accordance with Article 11 of this Agreement.
- 9.2 The Fee is paid as a single fee for the Rights to Publish Eligible Articles granted to an Institution under the Open Access Publishing Agreement. Publisher may not charge SURF, the Institutions or their Eligible Authors any additional fees or charges for the Rights to Publish Eligible Articles, unless explicitly agreed upon and/or stated in the Open Access Publishing Agreement.

**Article 10 Open Access Publishing**

- 10.1 SURF has made arrangements with Publisher regarding the Rights to Publish Eligible Articles of the Institutions that enter into a Open Access Publishing Agreement with Publisher. These arrangements are set out in Article 8 of the Open Access Publishing Agreement (Schedule C).
- 10.2 Publisher shall deliver an aggregated monthly report of all Eligible Articles published by the Institutions in the **Publisher’s Materials**. This list shall be provided both in machine readable form in a structured format as comma separated value file format (csv) and in human readable format and shall include the following details:
 

Corresponding Author Details	First Name	Last Name	Institution	Organization
Department	Billing Address	Phone	Email	Manuscript Number
	Product	Original Submission Date	Final Decision Date	Funding Disclosure

Paid charges The report shall be delivered within four (4) weeks after the end of each month. The report shall be sent to SURF’s Contact Person and to other contact persons as mutually agreed.
- 10.3 When setting up the workflow for Open Access, Publisher will consult with SURF and/or designated representatives of the participating libraries. Parties shall agree to and evaluate relevant workflows and tools regarding Open Access publishing regularly, at least one (1) time per year.



#### **Article 11 Reporting and Invoicing**

11.1 Publisher will submit its invoice for the Fees solely to SURF and not directly to any of the Institutions. The invoices will be addressed to SURF as the paying party in reference to the correct order number.

SURF will provide a written report to Publisher before the fifteenth day of the following calendar month of the Open Access Publishing Agreements concluded in the preceding month, with all other information relevant to Publisher for administration and invoicing purposes. Publisher shall draw up its invoices on the basis of the monthly reports.

11.2 All invoices of Publisher will be submitted through the following email address of SURF: facturen@surf.nl.

Invoices will not be processed by SURF unless they are correctly submitted in accordance with this Article 11 and any specific invoicing conditions stipulated in Schedule B.

Fees will not be invoiced earlier than two months before the start of the relevant Open Access Publishing Agreement. Invoices will not charge for periods exceeding one calendar year.

11.3 The payment term of Publisher's invoices will be 60 (sixty) days. SURF will not invoke any discounts or deductions except in accordance with Schedule B or if separately agreed upon with Publisher. SURF will have the right to suspend payment of an invoice which is disputed in good faith. In that case, the Parties will discuss and cooperate in good faith, acting reasonably, in order to resolve the dispute as soon as possible. A late fee of 1.5% daily will be assessed to any undisputed invoices that are past-due over 30 days.

#### **Article 12 Delivery of Service**

12.1 Publisher shall grant each Institution the Rights to Publish Eligible Articles upon their acceptance of the Open Access Publishing Agreement in accordance with Article 5 of this Agreement.

#### **Article 13 Guarantee**

13.1 Publisher guarantees that it has full power and authority to enter into this Agreement and the Open Access Publishing Agreements.

13.2 SURF guarantees that it is duly authorized to enter into this Agreement, to provide the Intermediary Services and to act on behalf of the Institutions for the purpose of this Agreement.

#### **Article 14 Premature Termination or Dissolution**

14.1 This Agreement automatically expires at the end of the Term, unless the Parties agree on its renewal. Any right of termination without cause before expiry of the Term is expressly excluded.

14.2 Either Party may – upon giving written notice to the other Party – terminate this Agreement for cause in any of the following circumstances, without any obligation to pay damages, if:

- a. the other Party commits a material breach of this Agreement and that breach is irremediable or (if that breach is remediable) fails to remedy that breach within a period of 30 (thirty) calendar days after being notified in writing to do so;
- b. if the other Party becomes insolvent or bankrupt or seeks or makes any assignment or other arrangement for the benefit of its creditors or suffers or takes any analogous action in any territory to whose jurisdiction it is subject, or if a request for bankruptcy is filed by or against the other Party, or if a receiver in the bankruptcy of such a Party is appointed;





- c. the other Party ceases or threatens to cease to carry on all or substantially the whole of its business;
- d. the other Party is prevented or hindered from carrying out its obligations under this Agreement as a result of any Force Majeure Event for any continuous period in excess of 60 (sixty) calendar days.

14.3 Termination of this Agreement – whether in whole or in part – shall be without prejudice to the rights of either Party – accrued prior to or after such termination or expiration – in respect of any default or breach or any other act or omission prior thereto and shall in no way affect the survival of any right, duty and/or obligation which is expressly stated in this Agreement to survive termination or which by its nature is intended to survive termination of this Agreement.

#### **Article 15 Personal Data**

15.1 The Parties may provide each other with personal data in the course of their performance of this Agreement, including Personal Data as defined in the definition's list above. In this regard, the Parties acknowledge and agree that any processing and transfer of such personal data will be done in accordance with the applicable data protection laws and each Party will comply, and will be responsible for its compliance, with the obligations applicable to it under said laws, including the GDPR. The Parties acknowledge and agree that each Party is an independent data controller, and not a data processor, in respect of the Personal Data processed or shared in the course of the performance of this Agreement, unless the context explicitly provides otherwise.

15.2 The Parties acknowledge the challenges and complexities regarding applicable laws and regulations, and commit to mutual support in developing policies and protocols for both Parties' benefit. Therefore, the Parties agree to monitor the landscape and, if necessary, to discuss and negotiate in good faith amendments to the privacy terms and conditions in this Agreement.

#### **Article 16 Indivisibility and priority of contract documents**

16.1 The following Schedules shall be incorporated into and form an inseparable part of this Agreement:

Schedule A: Market Area and Categories of Institutions;

Schedule B: Specification of Service and Fees;

Schedule C: Model Open Access Publishing Agreement with Schedules.

16.2 In case of any conflict or inconsistency between the provisions of this Agreement and any of the provisions contained in the Schedules, the provisions of this Agreement shall take precedence over the provisions contained in the Schedules.

#### **Article 17 Contact Persons**

17.1 The Contact Person of SURF for all notifications and practical matters regarding the execution of this Agreement shall be:

Name:

[REDACTED]

Title:

[REDACTED]

Address:

[REDACTED]

[REDACTED]

Email:

[REDACTED]



17.2 The Contact Person(s) of Publisher for all notifications and practical matters regarding the execution of this Agreement shall be:

Name: [REDACTED]

Title: [REDACTED]

Mailing Address: [REDACTED]

Email: [REDACTED]

With copy to: [REDACTED]

17.3 In case of resignation, dismissal or long-term absence of a Party's Contact Person for any reason, this Party shall timely arrange for replacement. In case of replacement, whether or not temporary, it shall inform the other Party's Contact Person(s) of the name and contact details of the replacement without delay.

#### **Article 18      Miscellaneous Provisions**

18.1 This Agreement and its Schedules constitute the entire agreement between the Parties and replace and supersede any and all prior or contemporaneous correspondence, negotiations, agreements and/or commitments between the Parties, whether written or oral, that relate to any matter covered by this Agreement.

18.2 Any general terms and conditions of delivery and/or payment and any other general or particular terms and conditions used by Publisher shall not apply and are hereby expressly rejected by SURF.

18.3 All notifications made by the Parties to one another pursuant to this Agreement shall be made in writing or by email to the Contact Person specified in Article 17 of this Agreement. Notifications by email shall have no legal effect unless confirmed in writing or by email.

Notices shall be deemed to have been received:

- a. if sent by (registered) letter, on the date of delivery;
- b. if sent by email, at the time and date of the electronic confirmation of receipt of the email.

18.4 A waiver of any right or remedy under this Agreement or by law shall only be effective if given in writing and shall not constitute a waiver of any subsequent right or remedy. A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.

18.5 Should any provision of this Agreement be or become invalid, illegal or unenforceable in any respect under any applicable law, in whole or in part, this shall not affect or impair the validity, legality or enforceability of the remaining terms. The Parties shall in such an event be obliged to cooperate in good faith in the creation of terms which achieve such legally valid result as comes closest commercially to that of the invalid provision. The above shall apply accordingly to the closing of any gaps in this Agreement.

18.6 An assignment by a Party of all or part of the Agreement requires the written consent of the other Party, except that SURF may assign all or part of the Agreement to an affiliate without the consent of Publisher.

18.7 No amendment to or alteration of this Agreement including its Schedules shall be effective unless made in writing and legally signed on behalf of each of the Parties hereto.

**SURF**

- 18.8 This Agreement shall be governed by and construed in accordance with the laws of the England and Wales.
- 18.9 In case of any dispute between the Parties arising from or in connection with this Agreement which cannot be solved amicably, including any dispute regarding the existence or validity of this Agreement, the courts of London, shall have exclusive jurisdiction.



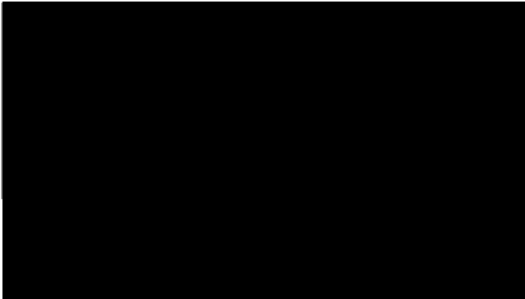
**Signatures and Schedules**

Thus agreed and signed,

At Utrecht

On 28/03/2025

On behalf of SURF B.V.



At Los Angeles, CA

On 3/29/2025

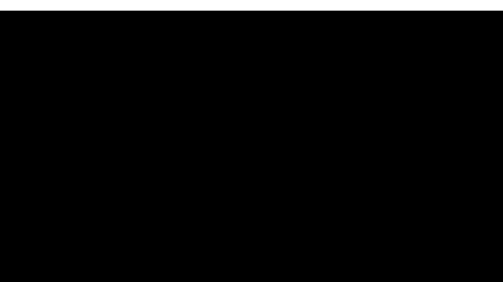
On behalf of Public Library of Science



At Baltimore, MD

On 3/28/2025

On behalf of Public Library of Science





## Schedule A Institutions

**Market Area:** Kingdom of the Netherlands

Institutions that may enter into an Open Access Publishing Agreement with Publisher are part of the below categories. A full list of these Institutions is specified in Schedule B. Other institutions (not listed in Schedule B) may join the Open Access Publishing Agreement at a Participation Fee to be determined by Publisher, taking into account the Open Access publication history of such institution with PLOS.

Categories of Institutions:

- Universities
- Universities of Applied Sciences ('hogescholen')
- Designated and various educational institutions
- Large technological institutions
- Research institutions
- Institutions affiliated to higher education
- Libraries
- Museums
- Hospitals



## Schedule B Specification of Service and Fees

The PLOS Flat Fee model comprises Open Access publishing rights of Eligible Articles to journals in the PLOS Flat Fee portfolio. For a detailed list of all titles available at the start of the agreement see Schedule C-b.

The applicable Fee for the Institutions listed below is payable by SURF on behalf of the Institution **in case the Institution chooses to enter into the Open Access Publishing Agreement.**

Subject to payment of the Participation Fee by SURF, Publisher will grant to the Institution the Rights to Publish Eligible Articles in accordance with the terms of the Open Access Publishing Agreement.

### Fees

(amounts in USD exclusive of VAT)

Institution	Participation Fee 2025	Participation Fee 2026
Universiteit Utrecht (Including UMC Utrecht)	\$79,508	\$79,508
Rijksuniversiteit Groningen (Including UMC Groningen)	\$73,155	\$73,155
Erasmus Universiteit Rotterdam (Including Erasmus MC)	\$58,495	\$58,495
Amsterdam Universitair Medische Centra	\$57,036	\$57,036
Radboud Universiteit (Including Radboud UMC)	\$55,203	\$55,203
Universiteit Maastricht (Including UMC Maastricht)	\$46,409	\$46,409
Wageningen University & Research	\$44,821	\$44,821
Universiteit Leiden (Including LUMC)	\$33,219	\$33,219
Vrije Universiteit Amsterdam (Including VUMC)	\$32,608	\$32,608
Universiteit van Amsterdam (Including AMC)	\$28,822	\$28,822
Technische Universiteit Delft	\$27,846	\$27,846
Tilburg University	\$13,190	\$13,190
Universiteit Twente	\$10,992	\$10,992
Technische Universiteit Eindhoven	\$6,595	\$6,595
Hogeschool Utrecht	\$4,397	\$4,397
Hogeschool van Amsterdam	\$4,397	\$4,397
Rijksinstituut voor Volksgezondheid en Milieu (RIVM)	\$4,397	\$4,397
Aeres	\$2,808	\$2,808
Albert Schweitzer Ziekenhuis	\$2,808	\$2,808
AMOLF	\$2,808	\$2,808
Amphia Ziekenhuis	\$2,808	\$2,808
Amsterdamse Hogeschool voor de Kunsten	\$2,808	\$2,808
Antoni van Leeuwenhoek Nederlands Kanker Instituut	\$2,808	\$2,808
ARQ Nationaal Psychotrauma Centrum	\$2,808	\$2,808
ArteZ hogeschool voor de kunsten	\$2,808	\$2,808
Avans Hogeschool Breda	\$2,808	\$2,808
Breda University of Applied Sciences	\$2,808	\$2,808
Canisius Wilhelmina Ziekenhuis	\$2,808	\$2,808
Catharina Ziekenhuis	\$2,808	\$2,808
Centrum Wiskunde en Informatica	\$2,808	\$2,808
Christelijke Hogeschool Ede	\$2,808	\$2,808
Christelijke Hogeschool Windesheim	\$2,808	\$2,808
Codarts Rotterdam	\$2,808	\$2,808
Deventer Ziekenhuis	\$2,808	\$2,808
Diakonessenhuis	\$2,808	\$2,808

Institution	Participation Fee 2025	Participation Fee 2026
Elisabeth-TweeSteden Ziekenhuis	\$2,808	\$2,808
Fontys Hogescholen	\$2,808	\$2,808
Franciscus Gasthuis en Vlietland	\$2,808	\$2,808
Frisius MC (Formerly Medisch Centrum Leeuwarden)	\$2,808	\$2,808
Gelre Ziekenhuizen	\$2,808	\$2,808
Haagsche Hogeschool	\$2,808	\$2,808
HagaZiekenhuis	\$2,808	\$2,808
Hanzehogeschool Groningen	\$2,808	\$2,808
HAS Green Academy	\$2,808	\$2,808
Hogeschool de Kempel	\$2,808	\$2,808
Hogeschool der Kunsten Den Haag	\$2,808	\$2,808
Hogeschool Inholland	\$2,808	\$2,808
Hogeschool iPabo	\$2,808	\$2,808
Hogeschool Leiden	\$2,808	\$2,808
Hogeschool Rotterdam	\$2,808	\$2,808
Hogeschool van Arnhem en Nijmegen	\$2,808	\$2,808
Hogeschool Van Hall Larenstein	\$2,808	\$2,808
Hogeschool voor de Kunsten Utrecht	\$2,808	\$2,808
Hogeschool Zeeland	\$2,808	\$2,808
Hotelschool The Hague	\$2,808	\$2,808
Hubrecht Institute	\$2,808	\$2,808
Integraal Kankercentrum Nederland	\$2,808	\$2,808
Isala	\$2,808	\$2,808
Iselinge Hogeschool	\$2,808	\$2,808
Jeroen Bosch Ziekenhuis	\$2,808	\$2,808
Koninklijk Nederlands Instituut voor Onderzoek der Zee	\$2,808	\$2,808
Koninklijk Nederlands Lucht- en Ruimtevaartcentrum	\$2,808	\$2,808
Koninklijk Nederlands Meteorologisch Instituut	\$2,808	\$2,808
Koninklijke Bibliotheek	\$2,808	\$2,808
Koninklijke Nederlandse Academie van Wetenschappen	\$2,808	\$2,808
Maasstad Ziekenhuis	\$2,808	\$2,808
Marnix Academie	\$2,808	\$2,808
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Maxima Medisch Centrum	\$2,808	\$2,808
Meander Medisch Centrum	\$2,808	\$2,808
Medisch Centrum Haaglanden	\$2,808	\$2,808
Medisch Spectrum Twente	\$2,808	\$2,808
Naturalis Biodiversity Center	\$2,808	\$2,808
Nederlands Forensisch Instituut	\$2,808	\$2,808
Nederlands Herseninstituut	\$2,808	\$2,808
Nederlands Instituut voor Ecologie	\$2,808	\$2,808
Nederlands Instituut voor Onderzoek van de Gezondheidszorg	\$2,808	\$2,808
Nederlands Interdisciplinair Demografisch Instituut	\$2,808	\$2,808
Nederlands Studiecentrum Criminaliteit en Rechtshandhaving	\$2,808	\$2,808
Nederlandse Organisatie voor Wetenschappelijk Onderzoek	\$2,808	\$2,808
Netherlands Heart Institute	\$2,808	\$2,808
NHL Stenden Hogeschool	\$2,808	\$2,808
Noordwest Ziekenhuisgroep	\$2,808	\$2,808



Institution	Participation Fee 2025	Participation Fee 2026
OLVG	\$2,808	\$2,808
Open Universiteit	\$2,808	\$2,808
Politieacademie	\$2,808	\$2,808
Reinier de Graaf Gasthuis	\$2,808	\$2,808
Rijnstate Hospital	\$2,808	\$2,808
Saxion	\$2,808	\$2,808
Sint Antonius Ziekenhuis	\$2,808	\$2,808
Sint Maartenskliniek	\$2,808	\$2,808
SIVON	\$2,808	\$2,808
Sociaal en Cultureel Planbureau	\$2,808	\$2,808
Spaarne Gasthuis	\$2,808	\$2,808
Stichting Driestar educatief	\$2,808	\$2,808
Stichting Prinses Maxima Centrum	\$2,808	\$2,808
Stichting Thomas More	\$2,808	\$2,808
TNO	\$2,808	\$2,808
Universiteit voor Humanistiek	\$2,808	\$2,808
Viaa	\$2,808	\$2,808
VieCuri Medisch Centrum	\$2,808	\$2,808
Westerdijk Fungal Biodiversity Institute	\$2,808	\$2,808
Ziekenhuisgroep Twente	\$2,808	\$2,808
ZonMw	\$2,808	\$2,808
Zuyd Hogeschool	\$2,808	\$2,808
Zuyderland Medisch Centrum	\$2,808	\$2,808

### Conditions

1. The PLOS Flat Fee model comprises Open Access publishing rights for Eligible Articles to journals in the PLOS Flat Fee portfolio. For a detailed list of all titles available at the start of the Open Access Publishing Agreement see Schedule C-b. In case, during the Term of the Open Access Publishing Agreement, certain titles are no longer available for Open Access publishing, SURF and Publisher will enter into good faith negotiation about a (retroactive) adjustment of the Fee.
2. The Term for this Agreement is set to start on January 1<sup>st</sup> 2025 and expires on December 31<sup>st</sup> 2026 ("Term"); The Service year for this Agreement is set to start on January 1<sup>st</sup> and expires on December 31<sup>st</sup>. For avoidance of doubt: except for Termination or Dissolution in accordance with Article 13 of the Open Access Publishing Agreement, a Party cannot terminate the Open Access Agreement during the term.
3. Prices are in United States Dollars, exclusive of VAT;
4. Institutions that would like to start an Open Access Publishing Agreement may do so at the beginning of each calendar month, with a notice period of one (1) month prior in advance.
5. Other institutions (not listed in any of the categories in the table above) may join the Open Access Publishing Agreement at a Participation Fee to be determined by Publisher, taking into account the Open Access publication history of such institution with PLOS.
6. If the Service is acquired in the course of a Service Year the Participation Fee will be adjusted proportionately (per calendar month), with a minimum of \$2,808.





## Schedule C Model Open Access Publishing Agreement

### The undersigned:

<Name of Institution>, with its registered office at <institution address>, <institution place of registration>, duly represented in this matter by <person with authority to represent the Institution>, referred to hereinafter as the “**Institution**”;

and

Public Library of Science, with its registered agent address at 2108 N Street, Suite N, Sacramento, CA, 95816, USA and mailing address located at 1875 Mission Street, Suite 103 #188, San Francisco, CA 94103 United States of America, duly represented in this matter by its [REDACTED] referred to hereinafter as “**Publisher**”;

hereinafter jointly referred to as the “**Parties**” or each separately as a “**Party**”.

### Whereas:

- Publisher is the publisher of the certain journals, including the Open Access journals listed in Schedule C-b (the “**Publisher’s Materials**”);
- The Institution wishes to acquire the Rights to Publish Eligible Articles in Open Access in the **Publisher’s Materials**;
- Publisher and SURF, acting as intermediary of the Consortium, have agreed upon the terms of this Open Access Publishing Agreement in the Intermediary Agreement effective January 1, 2025;
- The Institution and Publisher therefore agree to be bound by the terms of this Open Access Publishing Agreement upon acceptance by the Institution in accordance with Article 1.2 below.

**Declare that they have agreed as follows:**

## Definitions

Definition	Description
Consortium	The group of Institutions entering into a Open Access Publishing Agreement with Publisher.
Contact Person(s)	Means the Contact Person(s) appointed by the Institution and Publisher, respectively, for dealing with all matters regarding the execution of this Open Access Publishing Agreement, as specified in Article 15 of this Open Access Publishing Agreement.
Corresponding Author	The author who is responsible for the submission of an article for Open Access publication in one of the Publisher's Open Access journals listed in Schedule C-b and who, in connection with such article, acts a contact person for Publisher on behalf of all authors thereof.
Documentation	Any descriptions, specifications or manuals concerning the Service, Publisher's Materials and/or Media provided by Publisher.
Eligible Articles	An article by an Eligible Author accepted for publication by the Publisher during the term of the Agreement following <b>Publisher's internal policies and procedures</b> .
Eligible Authors	Authors who are employed by or affiliated with one of the Institutions (including Corresponding Authors).
Fee	The fee payable for the Service as specified in Schedule C-a, which will be paid by SURF on behalf of the Institution.
Force Majeure Event	An event in which a Party fails to fulfill or perform any obligation under this Open Access Publishing Agreement for reasons beyond its reasonable control, including, but not limited to: natural disasters, armed conflict, terrorism, riot, civil disturbance, embargo, sanctions, acts of civil or military authority or other widespread disturbances affecting many businesses, epidemic, pandemic, breakdown of public utilities or public, strikes, labor disputes or other circumstances that cannot be attributed to such a Party.
Incident	An error, defect, malfunction or nonconformity in Publisher's online platform and/or Media where Publisher's Material is made available, or a security incident potentially involving End-User Data or other sensitive information regarding the Institution or Eligible Authors.
Institution(s)	The Institution concluding this Open Access Publishing Agreement or, if used in plural, the (categories of) institutions specified in Schedule A to the Intermediary Agreement.
Intermediary Agreement	The Intermediary Agreement 2025 – 2026 between SURF and Publisher specified in the preamble.
Intermediary Services	The intermediary services provided by SURF to the Institutions in connection with the negotiation, conclusion and management of Open Access Publishing Agreements between the Institutions and Publisher.
Media	The media or platforms used and/or provided by the Publisher for publication and/or distribution of the Publisher's Materials.
Open Access	Online research output that is free of all restrictions on access.
Open Access Publishing Agreement, or Agreement	This Open Access Publishing Agreement concluded between Publisher and the Institution, having SURF as intermediary.
Personal Data	Personal data of Eligible Authors and/or other staff members employed by, hired or otherwise accredited to the Institution, which are collected and/or processed by Publisher within the context of the Open Access Publishing Agreement, as defined in the General Data Protection Regulation (i.e. Regulation (EU) 2016/679, hereinafter the "GDPR").
Publisher's Materials	The Open Access journals of the Publisher listed in Schedule C-b, which are covered by the Rights to Publish Eligible Articles.
Rights to Publish Eligible Articles	The obligation of Publisher to allow Eligible Authors of the Institution to publish Eligible Articles without charging Article Processing Charges (hereinafter also, "APC").

Definition	Description
Schedules	The appendices to this Open Access Publishing Agreement. The Schedules are an integral part of the Open Access Publishing Agreement.
Service	The Service that will be provided by Publisher to the Institution based on this Open Access Publishing Agreement in respect of the Rights to Publish Eligible Articles.
Support	The Support services of Publisher described in Article 4 of this Open Access Publishing Agreement.
SURF	SURF B.V., a private limited company with its registered office at Moreelsepark 48, Utrecht, the Netherlands, acting as Consortium manager of the Institutions and providing the Intermediary Services to the Institutions.
Term	The term of the Open Access Publishing Agreement specified in Article 1.2 and 1.3 of this Open Access Publishing Agreement.

#### **Article 1 Subject of the Open Access Publishing Agreement**

- 1.1 Publisher hereby grants to the Institution the Rights to Publish Eligible Articles in the Publisher's Materials listed in Schedule C-b, subject to the terms and conditions of this Open Access Publishing Agreement.
- 1.2 Unless specified otherwise by the Institution, this Open Access Publishing Agreement shall take effect upon acceptance thereof by the Institution through the online content management tool ConsortiaManager of SURF. The Open Access Publishing Agreement shall be made available by SURF to the Institution in such a way that the Open Access Publishing Agreement can be stored by the Institution on a durable medium.
- 1.3 Without prejudice to the provisions set out in Article 13 (termination and dissolution), this Open Access Publishing Agreement shall terminate on December 31<sup>st</sup>, 2026, or on the date of termination of the Intermediary Agreement.

#### **Article 2 Intellectual Property Rights**

- 2.1 It is agreed and acknowledged that Publisher or its licensors own all of the intellectual property rights in respect of the Publisher's trade names, publication titles, brands, logos, Media and Documentation. This Open Access Publishing Agreement does not assign or transfer any right, title or interest in these intellectual property rights to the Institution.
- 2.2 Publisher confirms that it has obtained the necessary licenses for the use of Media by the Institution and/or its Eligible Authors in accordance with the terms of this Open Access Publishing Agreement.

#### **Article 3 Fee**

- 3.1 The Fee payable for the Service is specified in Schedule C-a. The Fee will be paid by SURF to the Publisher on the Institution's behalf in accordance with the payment terms specified in the Intermediary Agreement.

#### **Article 4 Support**

- 4.1 Publisher shall [without additional charge(s)] provide the Institution with Support to enable Eligible Authors to make optimum use of the Rights to Publish Eligible Articles as set out in Article 1. The Support services include general support and remedial support in case of Incidents.



**Article 5**      **Intentionally left blank.**

**Article 6**      **Intentionally left blank.**

**Article 7**      **Responsibilities of Publisher**

- 7.1      Publisher shall be responsible and accountable for the quality of access and availability of the **Publisher's Materials**.
- 7.2      Publisher shall make sure that **Publisher's** (software) systems used for providing the Service is appropriately maintained, secured and updated throughout the Term.
- 7.3      Publisher shall be responsible and accountable for the publishing in Open Access of Eligible Articles submitted by Eligible Authors and accepted for publication by **Publisher**, in the journals specified in Schedule C-b.
- 7.4      **Publisher** reserves the right at any time to withdraw from the **Publisher's Materials** any journals for which it no longer holds the publication rights or content in case **Publisher** has reasonable grounds to believe it infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable. In case of withdrawal of journals, **Publisher** shall give written notice to the Institution of such withdrawal as soon as practicable. but, in any case, no less than thirty (30) calendar days prior to the withdrawal, specifying the journal(s) to be withdrawn
- 7.5      Upon request and free of charge, **Publisher** will provide the Institution with user statistics, according to the standards of Project COUNTER (<https://www.projectcounter.org>).
- 7.6      **Publisher** will deposit all **Publisher's** content, including the **Publisher's Materials**, in the so-called 'dark archives' (third-party digital archives services) to ensure longterm preservation and continuous access. **Publisher** uses CLOCKSS for the deposit of its content.
- 7.7      **Publisher** will deliver article metadata including license information to CrossRef. **Publisher** shall use its reasonable efforts to provide relevant information to third party discovery tools (such as Scopus and Summon) engaged by SURF or the Institution, in accordance with NISO recommendations ([https://groups.niso.org/apps/group\\_public/download.php/14820/rp-19-2014\\_ODI.pdf](https://groups.niso.org/apps/group_public/download.php/14820/rp-19-2014_ODI.pdf)).

**Article 8**      **Open Access Publishing**

- 8.1      **Publisher** will publish Eligible Article submitted by an Eligible Author and accepted for publication by the editorial board under CC BY licence, for the journals specified in Schedule C-b, at no costs to the Eligible Authors or the Institution. Eligibility is based on the date of acceptance of the article by the Corresponding Author,.
- 8.2      **Publisher** shall be responsible for the identification of articles by Corresponding Authors within the submission and publication process which are subject to the terms of this Agreement.
- 8.3      The **Publisher** will clearly notify Corresponding Authors of the Rights to Publish Eligible Articles in Open Access based on this Open Access Publishing Agreement, both on the relevant pages of its website(s) and in its (online) processes for submitting articles for publication in the journals listed in Schedule C-b. This will make clear that Eligible Authors shall not pay any Article Processing Charges (hereinafter, "**APC**") for Eligible Articles.



- 8.4 If an Eligible Author receives an invoice for APC charges for publication of an Eligible Article that should be covered by the Right to Publish under this Agreement, PLOS will, after being notified, promptly credit the invoice and, if already paid, refund the money. Provided the notification of such incorrect invoice for APC charges is done within 90 days of the date of the invoice, the Eligible Author, the Institution and/or SURF may request the retroactive coverage of the respective Article under this Agreement, even if this Agreement has already terminated on the date of such notification.
- 8.5 All Eligible Articles shall be published by Publisher under a Creative Commons Attribution license compliant with funder requirements (which is usually a CC BY license).
- 8.6 Publisher shall deliver a monthly report per Institution of all articles that have been published. This list shall be provided both in machine readable form in a structured format as comma separated value file format (csv) and in human readable format and shall include the following details:
- | Corresponding Author Details | First Name               | Last Name           | Institution        | Organization      |
|------------------------------|--------------------------|---------------------|--------------------|-------------------|
| Department                   | Billing Address          | Phone               | Email              | Manuscript Number |
| Product                      | Original Submission Date | Final Decision Date | Funding Disclosure |                   |
- Paid charges The report shall be sent to the Institution within four (4) weeks after the end of each month during the Term.
- 8.7 Publisher shall incorporate tags in meta-data to indicate if an article has been published in Open Access in accordance with NISO recommended practice (<https://www.niso.org/publications/rp-22-2021-ali>).
- 8.8 Publisher shall not charge Eligible Authors or the Institution any service fees (e.g. page charges, colour-in-print, reprints, posters) for the publishing or processing of Eligible Articles.

**Article 9 Intentionally left blank.**

**Article 10 Privacy**

- 10.1 In the event that Publisher processes Personal Data in the course of the performance of this Open Access Publishing Agreement, Publisher shall be considered as a separate and independent data controller within the meaning of the GDPR with respect to such End-User Data. In that case, the terms of this Article 10 shall apply to such processing activities.
- 10.2 Each of the Publisher and the Institution will process Personal Data in accordance with the GDPR, the ePrivacy Directive (Directive 2002/58/EC) and any applicable national data protection laws. As independent data controllers, Publisher and the Institution understand and agree that each Party will comply, and will be responsible for its compliance, with the obligations applicable to it under said laws with respect to the processing of such personal data.
- 10.3 Each party shall ensure that it has in place appropriate technical and organizational measures to ensure a level of security appropriate to the risks that are presented by the processing, in particular to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, such personal data, in accordance with the GDPR. If so requested by a party, the other party shall provide the requesting party with an overview of the technical and organizational security measures implemented to protect End-User Data.
- 10.4 Each party shall implement internal data breach procedures directed at detecting and acting on security incidents and data breaches, including measures to act upon recovery.

- 10.5 Should Publisher engage a third party to perform its obligations under this Open Access Publishing Agreement, Publisher shall ensure that any such third party is subject to written contractual obligations concerning the Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Article 10. If so requested by the Institution, Publisher shall provide the Institution with an overview of the third parties engaged to process End-User Data under this Open Access Publishing Agreement.
- 10.6 The Parties acknowledge the challenges and complexities regarding applicable laws and regulations, and commit to mutual support in developing policies and protocols for both Parties' benefit. Therefore, the Parties agree to (via the Consortium) monitor the landscape and, if necessary, to discuss and negotiate in good faith amendments to the privacy terms and conditions in this Open Access Publishing Agreement.

#### **Article 11 Guarantee**

- 11.1 Publisher guarantees that it has full power and authority to enter into this Open Access Publishing Agreement and to grant the Rights to Publish Eligible Articles to the Institutions pursuant to the terms of this Open Access Publishing Agreement without infringing or violating any third-party rights.
- 11.2 The Institution guarantees that it has full power and authority to enter into this Agreement.

#### **Article 12 Liability**

- 12.1 Neither Party shall be liable to the other for:
- any special, indirect, incidental, punitive or consequential damages; or
  - loss of direct or indirect profits, business, contracts, revenue or anticipated savings; or
  - any increased costs or expenses.
- 12.2 Nothing in this Open Access Publishing Agreement excludes or limits a Party's liability for:
- death or personal injury
  - damages caused by gross negligence and/or wilful intent of a Party or that of its employees or agents in the course of their engagement;
  - its own fraud or that of its employees or agents in the course of their engagement; or
  - breach of its privacy obligations under this Open Access Publishing Agreement.
- 12.3 Except for Article 12.2 above, each Party's total aggregate liability to the other Party under or in connection with this Open Access Publishing Agreement is limited to the amount of the annual Fee (exclusive of VAT) paid by SURF on behalf of the Institution for the most recent Service year.

#### **Article 13 Termination or Dissolution**

- 13.1 The Institution may terminate this Open Access Publishing Agreement in writing within thirty (30) days of the end of the current Service year without any obligation to pay damages, if sufficient funds are not provided or allotted in future government-approved budgets of the Institution to permit the Institution to continue the Open Access Publishing Agreement.
- 13.2 Either Party may - upon giving written notice to the other Party - terminate this Open Access Publishing Agreement - with immediate effect, without judicial intervention and without any obligation to pay damages for such termination – under any of the following circumstances:



- a. the other Party commits a material breach of the Open Access Publishing Agreement and that breach is irremediable or (if that breach is remediable) fails to remedy that breach within a period of 30 (thirty) calendar days after being notified in writing to do so;
  - b. if the other Party becomes insolvent or bankrupt or seeks or makes any assignment or other arrangement for the benefit of its creditors or suffers or takes any analogous action in any territory to whose jurisdiction it is subject, or if a request for bankruptcy is filed by or against the other Party, or if a receiver in the bankruptcy of such a Party is appointed;
  - c. the other Party ceases or threatens to cease to carry on all or substantially the whole of its business;
  - d. the other Party is prevented or hindered from carrying out its obligations under the Open Access Publishing Agreement as a result of any Force Majeure Event for any continuous period in excess of 60 (sixty) days.
- 13.3 Termination or expiration of this Open Access Publishing Agreement – whether in whole or in part – shall be without prejudice to the rights of either Party - accrued prior to or after such termination or expiration - in respect of any default or breach or any other act or omission prior thereto and shall in no way affect the survival of any right, duty and/or obligation which is expressly stated in this Open Access Publishing Agreement to survive termination or expiration of this Open Access Publishing Agreement or which by its nature is intended to survive termination or expiration of this Open Access Publishing Agreement.

#### **Article 14 Indivisibility and priority of contract documents**

- 14.1 The following Schedules shall be incorporated into and form an integral part of this Open Access Publishing Agreement:
- Schedule C-a: Specification of Service and Fees;
  - Schedule C-b: Detailed list of **Publisher's Materials** with Rights to Publish Eligible Articles.
- 14.2 In case of any conflict or inconsistency between the provisions of this Open Access Publishing Agreement and any of the provisions contained in the Schedules, the provisions of this Open Access Publishing Agreement shall take precedence over the provisions contained in the Schedules.

#### **Article 15 Contact Person(s)**

- 15.1 SURF shall act as Contact Person on behalf of the Institution for all notifications and practical matters regarding this Open Access Publishing Agreement, unless another Contact Person is appointed by or on the Institution's behalf for any specific matters regarding this Open Access Publishing Agreement.
- 15.2 The Contact Person(s) of Publisher for all notifications and practical matters regarding this Open Access Publishing Agreement shall be:
- Name: [REDACTED]
  - Title: [REDACTED]
  - Mailing Address: [REDACTED]
  - Email: [REDACTED]
  - With copy to: [REDACTED]
- 15.2 In case of resignation, dismissal or long-term absence of **Publisher's** Contact Person for any reason, Publisher shall timely arrange for replacement. In case of replacement, whether or not



temporary, it shall inform SURF of the name and contact details of the replacement without delay.

#### **Article 16      Miscellaneous Provisions**

- 16.1 This Open Access Publishing Agreement and its Schedules constitute the entire agreement between the Parties and replace and supersede any and all prior or contemporaneous correspondence, negotiations, agreements and/or commitments between the Parties, whether written or oral, that relate to any matter covered by this Open Access Publishing Agreement.
- 16.2 Any general terms and conditions of delivery and/or payment, terms of service, terms of use and/or any other general or particular terms and conditions used by Publisher shall not apply and are hereby expressly rejected by the Institution.
- 16.3 All notifications made by the Parties to one another pursuant to this Open Access Publishing Agreement shall be made in writing or by email **to the other Party's** Contact Person. Notifications by email shall have no legal effect unless confirmed in writing or by email.
- Notices shall be deemed to have been received:
- a. if sent by (registered) letter, on the date of delivery;
  - b. if sent by email, at the time and date of the electronic confirmation of receipt of the email.
- 16.4 A waiver of any right or remedy under this Open Access Publishing Agreement or by law shall only be effective if given in writing and shall not constitute a waiver of any subsequent right or remedy. A failure or delay by a Party to exercise any right or remedy provided under this Open Access Publishing Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.
- 16.5 Should any provision of this Open Access Publishing Agreement be or become invalid, illegal or unenforceable in any respect under any applicable law, in whole or in part, this shall not affect or impair the validity, legality or enforceability of the remaining terms. The Parties shall in such an event be obliged to cooperate in good faith in the creation of terms which achieve such legally valid result as comes closest commercially to that of the invalid provision. The above shall apply accordingly to the closing of any gaps in this Open Access Publishing Agreement.
- 16.6 An assignment by a Party of all or part of this Open Access Publishing Agreement requires the written consent of the other Party.
- 16.7 No amendment to or alteration of this Open Access Publishing Agreement including its Schedules shall be effective unless made in writing and legally signed on behalf of each of the Parties hereto.
- 16.8 This Open Access Publishing Agreement shall be governed by and construed in accordance with the laws of the England and Wales.
- 16.9 In case of any dispute between the Parties arising from or in connection with this Open Access Publishing Agreement which cannot be solved amicably, including any dispute regarding the existence or validity of this Open Access Publishing Agreement, the courts of London, shall have exclusive jurisdiction. To avoid any doubt, notwithstanding the foregoing, the parties acknowledge and agree that the rights of data subjects under Article 79 of the General Data Protection Regulation (GDPR) shall remain in full force and effect. This means that data subjects retain the right to an effective judicial remedy against a controller or processor if they consider that their rights under the GDPR have been infringed as a result of the processing of their personal data in non-compliance with the GDPR.





**Signatures and Schedules**

Thus agreed and signed

At \_\_\_\_\_

On \_\_\_\_\_

\_\_\_\_\_  
<NAME OF INSTITUTION>

On behalf of <Institution>

<name of authorised signatory Institution>

<function>

At Berlin, Germany

On 4/9/2025



**Schedules**

C-a: Specification of Service and Fees;

C-b: Detailed list of **Publisher's Materials** with Rights to Publish Eligible Articles.



**Schedule C-a Specification of Service and Fees**

The PLOS Flat Fee model comprises publishing rights to journals in the PLOS Flat Fee portfolio. For a detailed list of all titles available at the start of the agreement see Schedule C-b.

The applicable Fee for the Institution listed in Schedule B of the Intermediary Agreement is payable by SURF on behalf of the Institutions entering into the Open Access Publishing Agreement.

Subject to payment of the Participation Fee by SURF, Publisher will grant to the Institutions the Rights to Publish Eligible Articles in accordance with the terms of the Open Access Publishing Agreement.

**Fee**

(amounts in USD exclusive of VAT)

Institution	Participation Fee 2025	Participation Fee 2026
<Institution>	Participation Fee as per Schedule B	Participation Fee as per Schedule B

**Conditions**

1. The PLOS Flat Fee model comprises Open Access publishing rights for Eligible Articles to journals in the PLOS Flat Fee portfolio. For a detailed list of all titles available at the start of the Open Access Publishing Agreement see Schedule C-b. In case, during the Term of the Open Access Publishing Agreement, certain titles are no longer available for Open Access publishing, SURF and Publisher will enter into good faith negotiation about a (retroactive) adjustment of the Fee.
2. The Term for this Agreement is set to start on January 1<sup>st</sup> 2025 and expires on December 31<sup>st</sup> 2026 (“Term”); The Service year for this Agreement is set to start on January 1<sup>st</sup> and expires on December 31<sup>st</sup>. For avoidance of doubt: except for Termination or Dissolution in accordance with Article 13 of the Open Access Publishing Agreement, a Party cannot terminate the Open Access Agreement during the term.
3. Prices are in United States Dollars, exclusive of VAT;
4. If the Service is acquired in the course of a Service Year, the Participation Fee will be adjusted proportionately (per calendar month), with a minimum of \$2,808.

**Schedule C-b Detailed list of Publisher's Materials with Rights to Publish Eligible Articles**

The Publisher's Materials listed below are part of the PLOS Flat Fee (FF) model. These titles are available for Open Access Publishing under this agreement:

<b>Publication Title</b>	<b>ISSN Online</b>	<b>URL</b>
PLOS Complex Systems	2837-8830	<a href="https://journals.plos.org/complexsystems/">https://journals.plos.org/complexsystems/</a>
PLOS Computational Biology	1553-7358	<a href="https://journals.plos.org/ploscompbiol/">https://journals.plos.org/ploscompbiol/</a>
PLOS Digital Health	2767-3170	<a href="https://journals.plos.org/digitalhealth/">https://journals.plos.org/digitalhealth/</a>
PLOS Genetics	1553-7404	<a href="https://journals.plos.org/plosgenetics/">https://journals.plos.org/plosgenetics/</a>
PLOS Neglected Tropical Diseases	1935-2735	<a href="https://journals.plos.org/plosntds/">https://journals.plos.org/plosntds/</a>
PLOS ONE	1932-6203	<a href="https://journals.plos.org/plosone/">https://journals.plos.org/plosone/</a>
PLOS Pathogens	1553-7374	<a href="https://journals.plos.org/plospathogens/">https://journals.plos.org/plospathogens/</a>