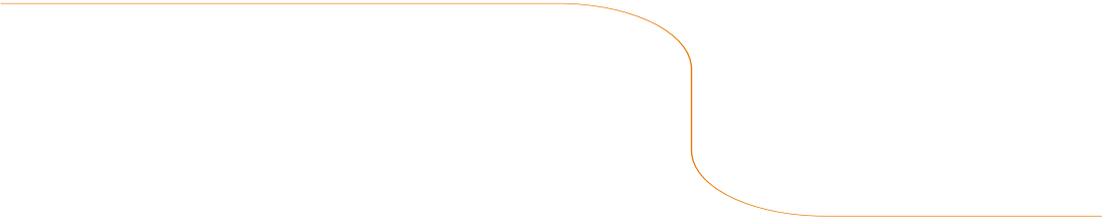




Driving innovation together

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**AIP Fusion Agreement  
SURF and AIP Publishing  
2026 – 2028**



## AIP FUSION 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

AIP Publishing LLC, with its registered office at 1305 Walt Whitman Road, Suite 100, Melville, NY 11747-4300, United States of America, duly represented in this by [REDACTED], referred to hereinafter as “**Publisher**”;

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

### Whereas

- 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;
- Publisher is the publisher of the Licensed Material;
- The Institutions wish to acquire Rights of Use in respect of the Licensed Material;
- The Institutions also wish to acquire Rights to Publish in Open Access in respect of the Licensed Material;
- SURF provides Intermediary Services to the Institutions for the purpose of concluding and managing Licence Agreements between the Institutions and Publisher regarding the Rights of Use and the Rights to Publish in accordance with the Model Licence Agreement attached hereto as Schedule C;
- Publisher is prepared to grant the Institutions the Rights of Use and the Rights to Publish on the conditions of this AIP Fusion Agreement and the Model Licence Agreement;
- In respect of this AIP Fusion 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 AIP Fusion Agreement 2026-2028 and its associated Schedules.   |
| Course Packs          | A multi-source collection or compilation of information (e.g. book chapters, journal articles, abstracts, multi-media materials) assembled by members of staff of the Institution for use by students for the purpose of training, education and instruction, either in printed, electronic or non-print perceptible (audio or braille) form, possibly within a virtual learning/research environment.  |
| Consortium            | The group of Institutions entering into Licence 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.  |
| Documentation         | Any descriptions, specifications or manuals concerning the Licensed Material and/or Media provided by Publisher.  |
| Eligible Authors      | Teaching and research staff employed by or otherwise accredited to one of the Institutions as well as students enrolled in or accredited to one of the Institutions and who want to publish Open Access (including Submitting Authors).   |
| End-User              | Those persons who are authorized by an Institution to have access to the Licensed Material, such as its current faculty members, researchers, staff members, librarians, scientific staff and other executives or employees, retired scientific staff, contractors engaged by an Institution and persons who are otherwise authorized by an Institution to have access to the Licensed Material in the context of its bona fide operations, as well as students, external students and course participants registered with such Institution. End-Users may also include walk-in users of the general public or invitees of an Institution authorized to access the Licensed Material from designated terminals within the Institution's premises. |
| End-User Data         | Personal data of End-Users collected and/or processed by Publisher within the context of the Licence Agreement, as defined in the General Data Protection Regulation (i.e. Regulation (EU) 2016/679, hereinafter the "GDPR").   |
| 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.   |
| Gold OA Journals      | Journals in which all articles are Open Access.   |
| Hybrid Journals       | Subscription journals in which some, but not all of the articles are Open Access.   |
| Institutions          | The educational and research institutions listed in Schedule A and/or falling within one of the categories of Institutions in the Market Area as specified in Schedule A.   |
| Incident              | An error, defect, malfunction or nonconformity in Publisher's online platform and/or Media where the Licensed Material is made available to the End-Users, or a security incident potentially involving personal data or other sensitive information regarding an Institution, End-Users or SURF.   |
| Intermediary Services | The intermediary services provided by SURF to the Institutions in connection with the negotiation, conclusion and management of Licence Agreements between the Institutions and Publisher.  |
| Licence               | The Licence granted to an Institution under the Licence Agreement.  |



| Definition           | Description  |
|----------------------|--|
| Licence Agreement    | The Model Licence Agreement regarding the Rights of Use and the Rights to Publish between Publisher and Institutions attached as Schedule C.   |
| Licence Fee          | The charge(s) payable by SURF to Publisher for the Licensed Material as specified in Schedule B and agreed between Publisher and SURF on behalf of the Institutions.   |
| Licensed Material    | Publisher's content (e.g. online journals and/or databases) specified in Schedule B covered by the Rights of Use and/or Rights to Publish.   |
| Market Area          | The geographical area where the Institutions are located.  |
| Media                | The media on which the Licensed Material is recorded.  |
| Open Access          | Online research output that is free of all restrictions on access.   |
| Open Access Articles | Articles of Eligible Authors published in Open Access  |
| Rights of Use        | The rights to use the Licensed Material and Media granted by Publisher to an Institution in accordance with the terms of the Licence Agreement.  |
| Rights to Publish    | The obligation of Publisher to allow Eligible Authors of an Institution entering into the Licence Agreement to publish articles in Open Access without charging Article Processing Charges (hereinafter also, "APC").  |
| Schedules            | The appendices to this Agreement, which form an integral part of this Agreement and the Model Licence Agreement, where relevant.   |
| Submitting Author    | The Eligible Author responsible for the submission of an Open Access Article for publication in one of Publisher's journals listed in Schedule C-c and who, in connection with such article, acts a contact person for Publisher on behalf of all authors thereof, often also referred to as Corresponding Author. |
| 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 Licence Agreements.
- 1.2 All Institutions listed in Schedule A and/or falling within the categories of Institutions and the Market Area specified in Schedule A may enter into a Licence Agreement with Publisher according to the Model Licence Agreement in Schedule C.
- 1.3 Publisher will make the Licensed Material available to the Institutions and grant the Rights to Publish under the terms and conditions of the Licence Agreement. Access to the Licensed Material by an Institution entering into the Licence Agreement will be based on designated IP ranges for identification of its End-Users. Such designated IP ranges will be delivered by SURF to Publisher on the Institution's behalf as further set out in Article 4.2 of this Agreement.
- 1.4 This Agreement is entered into for a Term of three (3) years, commencing on January 1, 2026 and consequently ending on December 31, 2028, 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 provision of access to Licensed Materials and the Rights to Publish, 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. use its best efforts to ensure continuous and uninterrupted (online) access to and availability of the Licensed Material to the Institutions in accordance with the Licence Agreement;
  - c. make sure that its platform(s) for providing online access to Institutions and their End-Users are appropriately maintained, secured and updated and have adequate capacity and bandwidth to support the use of the Licensed Material by the Institutions and their End-Users in accordance with the Licence Agreement;
  - d. provide support services to SURF by means of a professional helpdesk with sufficiently qualified and skilled staff members. This includes answering any (email or telephone) queries about the access, use, functionality and content of the Licensed Material within 24 (twenty-four) hours and using all reasonable efforts to resolve Incidents without delay;
  - e. allow Eligible Authors to publish their articles in Open Access without Article Processing Charges on the conditions of the Licence Agreement;
  - f. fully comply with all other Publisher commitments as provided for under each Licence 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 Licence Agreements in accordance with this Agreement. SURF shall not do or say anything that may create the impression that SURF's authority to act as intermediary between the Institutions and Publisher extends any further than specified in this Agreement. SURF does not guarantee that any or more of the Institutions will subscribe to the Licence 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 Licence Agreement.
- 4.2 To facilitate access to the Licensed Material by the End-Users of each Institution subscribing to the Licence Agreement, SURF shall provide the relevant IP ranges of the Institution to Publisher. The designated IP ranges of each Institution may be updated by SURF from time to time during the Term. For avoidance of doubt: SURF shall not have any other responsibilities in relation to the provision of technical access to the Licensed Material.
- 4.3 SURF shall not be permitted to actively recruit licencees outside the Market Area. Within the Market Area, the right of SURF to act as an intermediary in connection with the conclusion of



Licence Agreements shall be restricted to the Institutions specified in Schedule A, unless otherwise agreed upon in writing.

- 4.4 SURF shall not be permitted to add or extend the categories of Institutions listed in Schedule A, unless with the prior written consent of Publisher, which consent shall not be unreasonably withheld.
- 4.5 SURF shall not make any statements or promises to Institutions or their End-Users regarding the functioning or other aspects of the Licensed Material that are incorrect or misleading. SURF shall indemnify Publisher for any claims for damages of Institutions or their End-Users 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.
- 4.6 SURF shall notify Publisher without undue delay in case it becomes aware of any Incident or interruption in (the functioning of) and/or online access to the Licensed Material concerning any of the Institutions and/or of any complaints of Institutions about Publisher or the services provided under the Licence Agreement.
- 4.7 SURF shall be responsible for contract management of Licence Agreements in accordance with Article 5 below.

#### **Article 5      Accession to the Licence Agreement**

- 5.1 Publisher will grant the Rights of Use and the Rights to Publish to the Institutions by concluding a Licence Agreement according to Schedule C with each Institution separately. Upon acceptance of the Licence 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 Licence Agreement with Publisher by accepting its terms. Through ConsortiaManager, Publisher will be informed each time an Institution places an order of the Licensed Materials, thereby accepting the terms of the Licence Agreement and entering into a Licence Agreement with Publisher.
- 5.3 Publisher is not required to enter into a Licence Agreement with any institution outside the Market Area, or with any institution outside the categories of Institutions listed in Schedule A and it may reject orders of the Licensed Material of such institutions placed in ConsortiaManager unless otherwise agreed with SURF and the institution.
- 5.4 Publisher shall not impose upon Institutions or their End-Users any additional licence terms and/or terms and conditions of use of the Licensed Material in addition to the terms of the Licence Agreement, unless explicitly agreed upon by SURF or the relevant Institution(s) individually.

#### **Article 6      Evaluation**

- 6.1 SURF and Publisher shall evaluate their cooperation and Publisher's performance of the Agreement and the Licence Agreements at least once each calendar year or as often as reasonably requested by SURF. SURF may represent the Institutions in these evaluations and act on their behalf.
- 6.2 The evaluation shall cover the following points, where relevant: any issues or possible improvements in the cooperation between SURF, the Institutions and Publisher, the performance

of Publisher, the reports and statistics delivered by Publisher, invoicing and payment procedures, possible improvements in the performance (changes, additions etc.), complaints (if any) received from Institutions, innovation opportunities and service levels of Publisher to the Institutions. In the evaluation meetings, the general findings of all Parties about the levels and quality of the performance shall be discussed, as well as any identified problems, improvement measures and escalations, where necessary, without prejudice to any of the Party's rights and remedies under this Agreement.

- 6.3 Unless otherwise agreed, the evaluation meetings shall always be attended by the Parties' Contact Persons. Where required, other representatives of the Parties may be present. Upon request, Institutions who have acquired a Licence may take part in evaluation meetings.
- 6.4 The Parties acknowledges that artificial intelligence use in the scholarly community is rapidly evolving. Therefore, the Parties agree to monitor the landscape so that the Text and Datamining Appendix in the Licence Agreement (Schedule C-e) may be evaluated and changed if necessary and upon renewal of this Agreement by mutual agreement.

#### **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 Licence Agreement, or for any violation of the Licence Agreement by an Institution's End-User, provided that SURF does not knowingly participate or contribute to the conduct specified herein.
- 7.2 Save for any indemnities or payment obligations provided in this Agreement, any liability of SURF or Publisher under this Agreement is limited to:
- 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 End-Users or other third-parties resulting from any lack of performance or violation of the Licence Agreement by Publisher alone.

#### **Article 8      Intellectual Property Rights**

- 8.1 SURF shall be entitled to make use of Publisher's trademarks, trade names or other identifying information solely to perform its obligations under this Agreement and to identify or present the Licensed Material to the Institutions in the context of its Intermediary Services.
- 8.2 It is agreed and acknowledged that Publisher or its licensors own all of the intellectual property rights vested in the Licensed Materials. This Agreement does not assign or transfer any right, title or interest in these intellectual property rights to SURF.
- 8.3 Publisher guarantees that all intellectual property rights in Publisher's trade names, publication titles, brands and logos and in all of the Licensed Material 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 End-Users in accordance with this Agreement and the Licence 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 End-Users' use of or access to Publisher's IP in accordance with the terms of this Agreement and the Licence 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 Licensed Material as an authorised intermediary.

#### **Article 9 Licensed Material, and Licence Fees**

- 9.1 Schedule B provides a specification of the Licensed Materials and Licence Fees applicable to the Model Licence Agreement. SURF shall be responsible for payment of the Licence Fees (minus any reductions or discounts, where applicable) for the Institutions obtaining a Licence, in accordance with the payment conditions specified in Schedule B. For avoidance of doubt: this means that payment of Licence Fees is the responsibility of SURF and that Publisher may not invoice any (part of) the Licence Fee to any of the Institutions separately. Invoicing and payment takes place in accordance with Article 11 of this Agreement. Notwithstanding anything in this Agreement or any other agreement to the contrary, in no event shall the License Fee be reduced (including reductions or discounts) without Publisher's prior written approval.
- 9.2 Based on a cost allocation model determined between SURF and the Institutions, SURF may charge a mark-up on the Licence Fee to the Institutions as a compensation for its Intermediary Services. Publisher is not a party to these arrangements between SURF and the Institutions, which shall be entirely within their discretion. SURF and the Institutions are not obliged to disclose their agreements in this regard to Publisher.
- 9.3 The Licence Fee is paid as a single fee for the Rights of Use including the Rights to Publish granted to an Institution under the Licence Agreement. Publisher may not charge SURF, the Institutions or their End-Users any additional fees or charges for the Rights of Use and the Rights to Publish, unless explicitly agreed upon and/or stated in the Licence Agreement.

#### **Article 10 Open Access Publishing**

- 10.1 SURF has made arrangements with Publisher regarding the Rights to Publish of the Institutions that enter into a Licence Agreement with Publisher. These arrangements are set out in Article 8 of the Licence Agreement (Schedule C).
- 10.2 Publisher shall deliver a full report of all articles (Open Access and otherwise) published by the Institutions over the periods 1 January until 30 June and 1 July until 31 December in each year of the Term. The report shall give an overview of the name of the Submitting Author; Institution; article title; DOI; clickable DOI; journal title; eISSN; print ISSN; OA licence applied; date first published online; journal APC; author email. The report shall be delivered within four (4) weeks after the end of each 6-month period. The report shall be sent to SURF's Contact Person.
- 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 two (2) times per year.

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

- 11.1 Publisher will submit its invoice for the Licence 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.
- 11.2 All invoices of Publisher will be submitted through the following email address of SURF: [facturen@surf.nl](mailto: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.
- Licence Fees will not be invoiced earlier than two months before the start of the relevant Licence period. Invoices will not charge for Licence periods exceeding one calendar year.
- 11.3 The payment term of Publisher's invoices will be forty-five (45) 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.
- 11.4 Publisher reserves the right to suspend access to the Licensed Material upon thirty (30) days' prior written notice and without incurring liability if 1) the full amount of any undisputed invoice hereunder has not been paid within the agreed payment deadline or 2) any undisputed invoice is outstanding under previous agreements between Parties for the Licensed Material. The suspension of the Institutions' access for non-payment or on any other grounds provided herein is without prejudice to the Institutions' obligation to pay its outstanding and future invoice amounts in full.
- 11.5 Publisher will deliver COUNTER compliant usage statistics to SURF in its role as Consortium manager, at the request of SURF, acting in compliance with applicable data protection law.
- 11.6 Publisher will support and allow the systematic harvesting of usage statistics through the SUSHI protocol (<https://www.niso.org/standards-committees/sushi>).



## **Article 12 Delivery of Licensed Material**

12.1 Publisher shall grant each Institution the Rights of Use and Rights to Publish upon their acceptance of the Licence 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 Licence Agreements and to grant the Rights of Use and the Rights to Publish to the Institutions pursuant to the terms of the Licence Agreement without infringing or violating any third-party rights.
- 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 of End-Users (hereinafter, “**End-User Data**”). 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, in which case the Parties will negotiate and conclude a data processing agreement in good faith.



**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: Institutions;  
Schedule B: Description of Licensed Material and Licence Fees;  
Schedule C: Model Licence 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(s) of SURF for all notifications and practical matters regarding the execution of this Agreement shall be:  
Name: [REDACTED]  
Title: [REDACTED]  
Adress: [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]  
Adress: [REDACTED]  
Email: [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.
- 18.8 This Agreement shall be governed by and construed in accordance with the laws of the England & 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, such dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules, provided that the arbitrator must be a practicing attorney who is fluent in English. The place of arbitration shall be London. The language of the arbitration shall be English. To the extent any Party wishes to seek emergency or injunctive relief in court, the courts of London, shall have exclusive jurisdiction.



**Signatures and Schedules**

Thus agreed and signed,

At Utrecht \_\_\_\_\_

At \_\_\_\_\_

On 03/03/2026 \_\_\_\_\_

On 2/26/2026 \_\_\_\_\_

On behalf of SURF B.V.

On behalf of AIP Publishing LLC

[Redacted signature block for SURF B.V.]

[Redacted signature block for AIP Publishing LLC]



## **Schedule A      Institutions**

### **Market Area Kingdom of the Netherlands:**

- Universities

Vrije Universiteit Amsterdam (Including Amsterdam University Medical Center – VUmc)

Universiteit van Amsterdam (Including Amsterdam University Medical Center – AMC)

Technische Universiteit Delft

Technische Universiteit Eindhoven

Universiteit Twente

Rijksuniversiteit Groningen (Including Universitair Medisch Centrum Groningen)

Radboud Universiteit (Including Radboudumc)



## Schedule B Description of Licensed Material

(amounts exclusive of VAT)

### AIP Fusion

| Account # | Participating Institutions        | 2026             | 2027             | 2028             |
|-----------|-----------------------------------|------------------|------------------|------------------|
| 1075362   | Vrije Universiteit Amsterdam      | \$29.462         | \$30.346         | \$31.256         |
| 1075120   | Universiteit van Amsterdam        | \$63.242         | \$63.242         | \$63.242         |
| 1075017   | Technische Universiteit Delft     | \$88.233         | \$90.880         | \$93.606         |
| 1075090   | Technische Universiteit Eindhoven | \$72.719         | \$74.901         | \$77.148         |
| 1184216   | Universiteit Twente               | \$76.228         | \$76.228         | \$76.228         |
| 1181181   | Rijksuniversiteit Groningen       | \$73.378         | \$73.378         | \$73.378         |
| 1075158   | Radboud Universiteit              | \$51.123         | \$51.123         | \$51.123         |
|           | <b>Grand Total</b>                | <b>\$454.385</b> | <b>\$460.097</b> | <b>\$465.981</b> |

### AIP Backfiles

| Account # | Participating Institutions    | 2026            | 2027            | 2028            |
|-----------|-------------------------------|-----------------|-----------------|-----------------|
| 1075362   | Vrije Universiteit Amsterdam  | \$4.141         | \$4.265         | \$4.393         |
| 1075120   | Universiteit van Amsterdam    | \$13.408        | \$13.810        | \$14.225        |
| 1075017   | Technische Universiteit Delft | \$1.962         | \$2.021         | \$2.081         |
| 1184216   | Universiteit Twente           | \$12.800        | \$13.184        | \$13.580        |
| 1075158   | Rijksuniversiteit Groningen   | \$15.943        | \$16.421        | \$16.914        |
|           | <b>Grand Total</b>            | <b>\$48.254</b> | <b>\$49.702</b> | <b>\$51.193</b> |

### Explanation of Types of Licence Agreement and Licence Fees

The Licence Fee is payable by SURF on behalf of the Institutions entering into the Licence Agreement.

Subject to payment of the Licence Fee by SURF, Publisher will grant to the Institutions the Rights of Use and the Rights to Publish in accordance with the terms of the Licence Agreement.

### Conditions

1. AIP Fusion comprises access rights and publishing rights to all available journals at <https://pubs.aip.org/> including their backfiles starting from 1999. For a detailed list of all titles available at the start of the agreement see Schedule C-b and C-c;
2. AIP Backfiles comprises access rights to content from inception up until 1998 to journals selected by the Institution – the selected journals are indicated in Schedule C-d.
3. The Licence year for this Agreement is set to start on January 1<sup>st</sup> and expires on December 31<sup>st</sup>;
4. Prices are in United States Dollars, exclusive of VAT;

**SURF**

5. Other Institutions (not listed in Schedule A) may join the Licence Agreement at a Licence Fee to be determined by Publisher, taking into account calculation methods for the AIP Fusion model and any current spending and/or AIP Backfile pricing.



**Schedule C      Model Licence 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

AIP Publishing LLC, with its registered office at 1305 Walt Whitman Road, Suite 100, Melville, NY 11747-4300, United States of America, duly represented in this by [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 Licensed Material;
- The Institution wishes to acquire Rights of Use in respect of the Licensed Material specified in Schedule C-b and C-d;
- The Institution also wishes to acquire the Rights to Publish in Open Access in the Licensed Material specified in Schedule C-c;
- Publisher and SURF, acting as intermediary of the Consortium, have agreed upon the terms of this Licence Agreement in the AIP Fusion Agreement 2026-2028;
- The Institution and Publisher therefore agree to be bound by the terms of this Licence Agreement upon acceptance by the Institution in accordance with Article 1.4 below.

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

## Definitions

| Definition            | Description  |
|-----------------------|--|
| Business Day          | Any day that is not a Saturday or Sunday or a national public holiday in the Netherlands or the United States.   |
| Business Hours        | Means from 8:30 AM to 5:00 PM Eastern Time on a Business Day   |
| Consortium            | The group of Institutions entering into a Licence 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 Licence Agreement, as specified in Article 15 of this Licence Agreement.  |
| Course Packs          | A multi-source collection or compilation of information (e.g. book chapters, journal articles, abstracts, multi-media materials) assembled by members of staff of the Institution for use by students for the purpose of training, education and instruction, either in printed, electronic or non-print perceptible (audio or braille) form, possibly within a virtual learning/research environment.   |
| Documentation         | Any descriptions, specifications or manuals concerning the Licensed Material and/or Media provided by Publisher.   |
| Eligible Authors      | Teaching and research staff employed by or otherwise accredited to the Institution as well as students enrolled in or accredited to the Institution and who want to publish Open Access (including Submitting Authors).  |
| End-User              | Those persons who are authorized by Institution to have access to the Licensed Material, such as its current faculty members, researchers, staff members, librarians, scientific staff and other executives or employees, retired scientific staff, contractors engaged by the Institution and persons who are otherwise authorized by the Institution to have access to the Licensed Material in the context of its bona fide operations, as well as students, external students and course participants registered with the Institution. End-Users may also include walk-in users of the general public or invitees of the Institution authorized to access the Licensed Material from designated terminals within the Institution's premises. |
| End-User Data         | Personal data of End-Users collected and/or processed by Publisher within the context of the Licence Agreement, as defined in the General Data Protection Regulation (i.e. Regulation (EU) 2016/679, hereinafter, the "GDPR").   |
| Force Majeure Event   | An event in which a Party fails to fulfill or perform any obligation under this Licence 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.  |
| Gold OA Journals      | Journals in which all articles are Open Access.  |
| Hybrid Journals       | Subscription journals in which some, but not all of the articles are Open Access.  |
| Incident              | An error, defect, malfunction or nonconformity in Publisher's online platform and/or Media where the Licensed Material is made available to the End-Users, or a security incident potentially involving End-User Data or other sensitive information regarding the Institution or End-Users.   |
| Institutions          | The educational and research institutions that are specified in Schedule A to the AIP Fusion Agreement, including the Institution concluding this Licence Agreement.   |
| Intermediary Services | The intermediary services provided by SURF to the Institutions in connection with the negotiation, conclusion and management of Licence Agreements between the Institutions and Publisher.   |
| Licence Agreement     | This Model Licence Agreement concluded between Publisher and the Institution, having SURF as intermediary.   |
| Licence Fee           | The charge(s) payable for the Licensed Material specified in Schedule C-a as agreed between Publisher and SURF on behalf of the Institution.   |



| Definition                  | Description  |
|-----------------------------|--|
| Licensed Material           | Publisher's content (e.g. online journals and/or databases) specified in Schedules C-a, C-b, C-c and C-d, covered by the Institution's Rights of Use and Rights to Publish.  |
| Media                       | The media on which the Licensed Material is recorded.  |
| Open Access                 | Online research output that is free of all restrictions on access.   |
| Open Access Articles        | Articles of Eligible Authors published in Open Access.   |
| Perpetual Licensed Material | Licensed Material that was purchased by the Institution on a perpetual access basis. For avoidance of doubt, perpetual access does not apply to the Backfiles subscriptions as described in Schedule C-a.  |
| AIP Fusion Agreement        | The AIP Fusion Agreement 2026 – 2028 between SURF and Publisher specified in the preamble.   |
| Rights of Use               | The rights to use Licensed Material and Media granted by Publisher to the Institution under this Licence Agreement.  |
| Rights to Publish           | The obligation of Publisher to allow Eligible Authors of the Institution to publish articles in Open Access without charging Article Processing Charges (hereinafter also, "APC").   |
| Schedules                   | The appendices to this Licence Agreement. The Schedules are an integral part of the Licence Agreement.   |
| Submitting Author           | The author who is responsible for the submission of an article for Open Access publication in one of Publisher's journals listed in Schedule C-c and who, in connection with such article, acts a contact person for Publisher on behalf of all authors thereof, often also referred to as Corresponding Author. |
| Support                     | The Support services of Publisher described in Article 4 of this Licence 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 Licence Agreement specified in Article 1.4 and 1.5 of this Licence Agreement.  |

## Article 1 Subject of the Licence Agreement

- 1.1 Publisher hereby grants to the Institution the Rights of Use with respect to the Licensed Materials listed in Schedule C-b and C-d, and the Rights to Publish in the Licensed Materials listed in Schedule C-c, subject to the terms and conditions of this Licence Agreement.
- 1.2 Publisher shall provide access to the Licensed Materials in Schedule C-b and C-d to the End-Users of the Institution, on the condition that (i) the Licensed Material will only be used by the End-Users in connection with the educational activities and/or research carried out by the Institution; and (ii) the Licensed Material will only be used for non-commercial purposes. The Institution shall inform the End-Users of these usage restrictions regarding the Licensed Material. Use of the Licensed Material is not subject to any restrictions regarding the number of (simultaneous) End-Users. As agreed between SURF and Publisher in AIP Fusion Agreement, access to the Licensed Material by the Institution's End Users will be based on designated IP ranges for identification of End-Users which will be delivered by SURF to Publisher, which may be updated from time to time during the Term.
- 1.3 If and where access of End-Users to the Licensed Material is provided through the Institution's online portal, the Institution shall be allowed to use an introductory screen in the Institution's own look and feel displaying its own logo or the logo of its library.
- 1.4 Unless specified otherwise by the Institution, the Licence Agreement shall take effect upon acceptance of the Licence Agreement by the Institution through the online content management tool ConsortiaManager of SURF. The signed Licence Agreement shall be made available by SURF



to the Institution in such a way that the Licence Agreement can be stored by the Institution on a durable medium.

- 1.5 Without prejudice to the provisions set out in Article 13 (termination and dissolution), this Licence Agreement shall terminate on December 31, 2028 or on the date of termination of the AIP Fusion Agreement, without prejudice to the ongoing rights of access of the Institution to any Perpetual Licensed Material, where relevant.
- 1.6 Publisher hereby grants to the Institution a non-exclusive licence to use the metadata associated with the Licensed Material for use in local library catalogues, union catalogues, and such other library and information systems including but not limited to search machines of the Institution and third parties, where required in relation to the optimal use and findability of the Licensed Material. The use of metadata in commercial search machines does not constitute commercial use as long as that metadata is not sold, lent, distributed or otherwise re-licensed via that search machine for commercial gain.

## **Article 2 Intellectual Property Rights**

- 2.1 It is agreed and acknowledged that Publisher or its licensors own or license all of the intellectual property rights in respect of the Licensed Material and Documentation. This Licence Agreement does not assign or transfer any right, title or interest in these intellectual property rights to the Institution.
- 2.2 The Licensed Material shall remain the property of Publisher or its licensors, where relevant, and the Media and Documentation shall only be provided to the Institution for the purpose of providing the Rights of Use during the Term. All rights, title and interest in and to the Licensed Material and Media and Documentation shall be retained by Publisher (or its licensors) unless otherwise agreed.
- 2.3 In making the above mentioned Licensed Material, Media and Documentation available to End-Users, the Institution shall use reasonable efforts to ensure that its End-Users do not infringe the intellectual property rights of Publisher or third parties vested therein by acting in violation of the usage restrictions of Article 1.2 of this Licence Agreement. It is agreed and understood however that the Institution cannot guarantee that End-Users will always act in compliance with the usage restrictions.

## **Article 3 Licensed Material, and Licence Fees**

- 3.1 Schedule C-a specifies the Licensed Material and associated Licence Fees that may be selected by the Institution when accepting the Licence Agreement.

## **Article 4 Support**

- 4.1 Publisher shall provide Support services to the Contact Person(s) of the Institution by email and over the phone. This includes answering email queries about the use, functionality and content of the Licensed Material within twenty four (24) hours. Contact details of Publisher's customer helpdesk shall be as follows:

Telephone: +1.516.576.2270

Email: help@aip.org



- 4.2 Publisher shall provide the Institution with Support to enable End-Users to make optimum use of the Licensed Material. The Support services include general support and remedial support in case of Incidents.
- 4.3 The general Support provided by Publisher shall consist of:
- a customer helpdesk accessible during Business Hours;
  - (optional, if so requested by the Institution) an annual (online) course dealing with use of the Licensed Material for the Contact Person(s) of the Institution at a mutually convenient time to be scheduled between the Parties;
  - (optional, if so requested by the Institution) an annual (online) course dealing with use of the Licensed Material for groups of End-Users at a mutually convenient time to be scheduled between the Parties;
  - instruction materials to be made available for all End-Users through Publisher's online platform or otherwise (to be discussed with the Institution).
- 4.4 Publisher shall provide remedial Support in case the customer helpdesk is notified of an Incident.
- 4.5 The Support of Publisher specified in this Article 4 shall be included in the Licence Fee. This means that Publisher will not be entitled to any additional charge(s) in relation to the Support.

## **Article 5 Rights of Use**

- 5.1 The Institution and its End-Users shall have the following Rights of Use with respect to the Licensed Material listed in Schedule C-b and C-d:
- 5.1.1 searching, loading, calling up on screen, consulting the Licensed Material and/or causing the Licensed Material to function;
- 5.1.2 copying parts of the Licensed Material to the End-User's hard disk and printing parts of the Licensed Material as necessary for the permitted purposes specified in Article 1.2 of this Licence Agreement;
- 5.1.3 transferring parts of the Licensed Material to a text file and integrating this wholly or partly into electronic databases belonging to the End-User, or merging it with such electronic databases as necessary for the permitted purposes specified in Article 1.2 of this Licence Agreement;
- 5.1.4 inclusion, without being required to make any further fair payment, of parts of the Licensed Material in electronic or paper publications created as information to assist in educational activities;
- 5.1.5 the inclusion of links to the Licensed Material;
- 5.1.6 the use of parts of the Licensed Material in printed and/or electronic form in the context of interlibrary loans;
- 5.1.7 inclusion and making available of those parts of the Licensed Material that were produced by employees working for the Institution in the institutional repository and on the personal web pages of the employee concerned;
- 5.1.8 downloading and printing out Licensed Materials free of charge in Course Packs in connection with courses for academic credit and distributing these to students of the Institution;
- 5.1.9 incorporating links to the Licensed Materials or parts of the Licensed Materials in Course Packs in connection with courses for academic credit free of charge to be made available to students of the Institution via Virtual Learning Environments or within an email communication;
- 5.1.10 offering Course Packs in audio or in braille to students who are visually impaired;



- 5.1.11 downloading and copying Licensed Material, in whole or in part, for the purpose of Text and Datamining, which shall be governed by the terms and conditions set forth in Schedule C-e attached hereto.
- 5.2 Licensed Materials used in Course Packs shall carry appropriate acknowledgement of the source, title, author and publisher.
- 5.3 Publisher acknowledges and agrees that it shall not require End-Users to enter into any end user licence agreement or other terms and conditions of use in connection with their access to or use of the Licensed Material or otherwise impose any restrictions on an End-Users's use of or access to the Licensed Material other than as provided under the Licence Agreement.
- 5.4 Publisher shall not, and shall not seek to, collect personal data in relation to any End-User other than as is reasonably and properly required for the administration of this Licence Agreement and shall fully comply with its obligations under the applicable data protection laws in relation to the collection, use, retention and/or any other processing of any such Personal Data.
- 5.5 The provisions of this Licence Agreement shall not restrict any rights of the Institution or End-Users existing even without this Licence Agreement, to perform (i) any act permitted under the applicable law; (ii) any act permitted under any Creative Commons Attribution license or any other Open Access license applicable to any License Material; and/or (iii) any other act which would not infringe the intellectual property rights in the Licensed Material under applicable law. The Institution and End-Users shall remain entitled to perform any such act notwithstanding any provision of this Licence Agreement.

#### **Article 6 Responsibilities of the Institution**

- 6.1 Publisher will inform the Institution of any (alleged) violation - by the End-Users of the Institution - of the usage restrictions provided for under Article 1.2 of this Licence Agreement, including a detailed description of the incident and any available information that may be useful for the Institution to be able to identify the relevant End-User(s). In such case, or in case the Institution becomes aware of such violation in another way, the Institution will take such measures as may be reasonably expected from it to stop the violation and it shall keep Publisher informed thereof. Where useful or necessary, Publisher and the Institution shall consult each other and cooperate to prevent further infringement. Except for the Institution's responsibilities specified in this Article, the Institution's liability in relation to such violation(s) by End-Users is explicitly excluded.
- 6.2 The Institution will cause SURF to pay to Publisher the Licence Fee for the Licensed Material in accordance with the payment terms set forth in the AIP Fusion Agreement. If SURF fails to pay the full amount of Publisher's invoice on a timely basis, Publisher may suspend the Institution's access to the Licensed Material until the unpaid amounts of such invoice, and any interest charges, are paid.

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

- 7.1 . Publisher shall make commercially reasonable efforts to guarantee that the Licensed Material shall be accessible and available for use in accordance with the Licence Agreement twenty-four (24) hours a day, seven (7) days a week.
- 7.2 Publisher shall make sure that Publisher's (software) systems used for making available the Licensed Material to the Institution is appropriately maintained, secured and updated throughout the Term and has adequate capacity and bandwidth to support the usage of the Licensed Material by the Institution's End-Users in accordance with the Licence Agreement.



- 7.3 Publisher shall be responsible and accountable for the publishing in Open Access of articles submitted by Eligible Authors and accepted for publication by Publisher, in the journals as specified in Schedule C-c.
- 7.4 Publisher may temporarily suspend access to the Licensed Material without prior announcement in case of emergency maintenance. Publisher shall immediately inform the Institution as well as SURF of this event, giving the reasons. If the emergency maintenance takes longer than five (5) Business Days, the Institution shall be entitled to monetary reimbursement of a proportionate amount of the total Licence Fee.
- 7.5 Regular (non emergency) maintenance of Publisher's (software) systems used for making available the Licensed Material to the Institution shall take place outside Business Hours. If announced in good time, availability may be restricted for periodic maintenance for a predetermined period of no longer than twenty-four (24) hours. In case Publisher expects that this period will be exceeded, consultation shall take place with the Institution and SURF at least five (5) business days prior to the scheduled maintenance.
- 7.6 Publisher reserves the right at any time to withdraw from the Licensed Material any material for which it no longer holds the publication rights or in case Publisher has reasonable grounds to believe it infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable. 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 item or items to be withdrawn. If the journal(s) to be withdrawn represent more than five percent (5%) of the Licensed Material, Publisher shall make a pro rata refund of part of the Licence Fee to the Institution, taking into account the amount of material withdrawn and the remaining term of the Licence Agreement.
- 7.7 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>).
- 7.8 Publisher shall support and allow the systematic harvesting of usage statistics through the SUSHI protocol (<https://www.niso.org/standards-committees/sushi>).
- 7.9 Publisher will use its best efforts to comply with the Code of Practice of Project Transfer relating to the transfer of titles between publishers (<https://www.niso.org/standards-committees/transfer>).
- 7.10 Publisher shall provide link-resolver vendors and other library systems suppliers quarterly with full details of the Licensed Material in accordance with the most current KBART standard (<https://www.uksg.org/kbart/s5/guidelines>) and with related data of (i) the first and final year, volume, and issue and (ii) the algorithm or syntax for constructing an article-level link from an article's metadata within the Licensed Material.
- 7.11 Publisher will deposit all Publisher content, including the Licensed Materials, in the so-called 'dark archives' (third-party digital archives services) to ensure longterm preservation and continuous access. Publisher will inform SURF and the Institution of the third-party digital archiving services (e.g. Portico, LOCKSS and CLOCKKS) used by Publisher for the deposit of its content. Publisher's obligations in relation thereto are further specified in Article 9 of this Licence Agreement.
- 7.12 Publisher will use its best efforts to comply with the Open URL Standard (<https://www.niso.org/publications/z3988-2004-r2010>).
- 7.13 Publisher confirms that the Licensed Material provided to Institutions, will conform, in all material respects, to the World Wide Web Consortium's amended Web Content Accessibility Guidelines (WCAG) 2.1 AA. Publisher supports all efforts to improve accessibility to all users



such that content is perceivable, operable, understandable and robust - as those terms are defined under WCAB 2.1

- 7.14 Publisher agrees to use its best efforts to make the Licensed Material available for reading on mobile devices, according to the standards of W3C (<https://www.w3.org/2011/02/mobile-web-app-state.html>) or the then prevailing standard.
- 7.15 Publisher shall not be permitted to publish third-party advertising on its platforms or Media for providing access to the Licensed Material to End-Users or to use otherwise distribute third-party advertising to End-Users within the context of the Licensed Material. Publisher shall be permitted to display a "banner" on parts of the Licensed Material specifying the publications from which specific portions are taken. Publisher shall be permitted to create a link to the websites of the providers of said publications on the condition that those websites do not contain frame killers.
- 7.16 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)).
- 7.17 Publisher shall use its reasonable efforts to implement the FAIR Guiding Principles for scientific data management and stewardship (<https://www.force11.org/fairprinciples>).
- 7.18 Publisher shall use its best efforts to adhere to and act in compliance with all of the Plan S technical guidance and requirements. (<https://www.coalition-s.org/principles-and-implementation/>).

## Article 8 Open Access Publishing

- 8.1 Publisher will publish in Open Access any article submitted by an Eligible Author and accepted for publication by the editorial board, for journals specified in Schedule C-c, at no costs to the Eligible Authors or the Institution. Eligibility is based on the date of submission of the article by the Submitting Author, also if eligibility is checked (again) on a later date during the acceptance process.
- 8.2 Eligible Authors will be identified by Publisher based on the institutional affiliation specified by the Eligible Author during the publishing workflow – at the start of the Agreement, this is done via a dropdown menu. If the identification was not successful, Publisher will contact relevant library staff at the Institution to verify eligibility.
- 8.3 The Publisher will clearly notify Submitting Authors of the Rights to Publish in Open Access based on this Licence 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-c. This will make clear that Eligible Authors shall not pay any Article Processing Charges (hereinafter, "APC") for Open Access Articles.
- 8.4 Any article by an Eligible Author that has been published under a standard ('closed access') licence in a journal listed in Schedule C-c in the period between the commencement date of the AIP Fusion Agreement and the commencement date of this Licence Agreement, shall be converted into an Open Access publication in accordance with the terms hereof. Publisher will process the licence change for such articles as soon as possible, but never later than six (6) months following the commencement date of this Licence Agreement.
- 8.5 Eligible Authors, or the Institution in case the copyright belongs to the Institution, shall retain copyright to their work and Publisher shall only be granted (and shall only request from Eligible Authors) non-exclusive publication rights (but never exclusive publication rights) with respect to the Open Access Articles of Eligible Authors. All Open Access Articles shall be published by

- Publisher under a Creative Commons Attribution license compliant with funder requirements (which is usually a CC BY license). Third-party content (as indicated by the Submitting Author upon submission) included in an Open Access Article, as for example images or graphics, shall be clearly labelled as such in the Open Access Article (naming the relevant third-party author(s)) and shall not be affected by these requirements.
- 8.6 If a Publisher's journal allows Eligible Authors to choose among several types of Creative Common licenses, CC BY (as the most open licence) shall be presented by Publisher as the only option. Publisher shall also include a clear message informing the Submitting Author that publication under a CC BY licence is preferred by the Institution and required by most funders.
- 8.7 Publisher acknowledges and agrees that it is of the utmost importance to the Institution and its Eligible Authors that the information about the available licensing models and their legal impact on the Eligible Authors' copyright is always clearly and expressly communicated to Submitting Authors prior to concluding a Licence Agreement with Publisher. This refers, in particular, to the information provided for under Articles 8.3 and 8.6 of this Licence Agreement. Upon request, the content and means in which this information is communicated to Submitting Authors may be reviewed by designated personnel of the Consortium (to be appointed by the Consortium for this purpose), e.g. by providing a copy of Publisher's licensing policies and screenshots of Publisher's licensing options workflow as made available to Submitting Authors. Publisher will take into account reasonable feedback of the Consortium for further improvement of the communication and licensing choice workflow.
- 8.8 Hybrid journals that are being converted into full Open Access journals during the course of this Licence Agreement shall continue to be available for Open Access publishing under this Licence Agreement during the Term.
- 8.9 If after submission of an Open Access Article the eligibility of that article changes (e.g. when the author resigns from the Institution after submission of the article), the article will continue to be regarded as eligible for the Right to Publish.
- 8.10 Publisher shall deliver a monthly report per Institution of all articles that have been published (Open Access or otherwise) in Hybrid journals and full Open Access journals. 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:
1. Name of the Submitting Author;
  2. Email address of Submitting Author;
  3. Institution name;
  4. Article title;
  5. Article DOI;
  6. Clickable DOI;
  7. Article type;
  8. Journal title;
  9. eISSN;
  10. OA licence type;
  11. Date of submission
  12. Date first published online;
  13. Paid charges (APC or other charges);
  14. Funding organisation (if supplied by Submitting Author);
  15. Grant number (if supplied by Submitting Author);
  16. OA status (f.i. "accepted"; "published"; "rejected"; "opt-out").



The report shall be sent to the Institution within four (4) weeks after the end of each month during the Term, or will be made available via an Open Access Dashboard with reporting option.

8.11 Publisher shall deliver a full report of all articles (Open Access and otherwise) published by the Institution over the period 1 January until 30 June and 1 July until 31 December. 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:

1. Name of the Submitting Author;
2. Email address of Submitting Author;
3. Institution name;
4. Article title;
5. Article DOI;
6. Clickable DOI;
7. Article type;
8. Journal title;
9. eISSN;
10. OA licence type;
11. Date of submission;
12. Date first published online;
13. Paid charges (APC or other charges);
14. Funding organisation (if supplied by Submitting Author);
15. Grant number (if supplied by Submitting Author);
16. OA status (f.i. "accepted"; "published"; "rejected"; "opt-out").

The report shall be provided within four (4) weeks after the end of every six (6) month period referred to in the first sentence. The report shall be sent to the appointed Contact Person of each Institution with a copy to SURF, or will be made available via an Open Access Dashboard with reporting option.

8.12 For journals running in the standard production workflow, 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>). For non-journal content types, which are not in Publisher's standard production workflow, Publisher will use its reasonable efforts to comply with NISO recommended practice regarding the use of Open Access metadata indicators.

8.13 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 Open Access Articles.

8.14 Article types that are included in the Open Access publishing service\*):

- Original Papers;
- Review Papers.

\*) or equivalent names as used by Publisher

## **Article 9 Long term Preservation and continuous access**

9.1 Long term preservation:

- Publisher shall deposit electronic copies of all of Publisher's content (including all Licensed Material) into at least one (1) mutually-trusted third-party digital archiving services (e.g. a national library, Portico, LOCKSS and CLOCKSS) for sustainable and



reliable long-term access to managed digital resources for the benefit of the greater global community;

- Publisher shall provide to the Institution regular confirmation (following conclusion of the Licence Agreement and at least once every licence year) that all Licensed Material has been successfully delivered to the aforementioned digital archiving service(s), including name and contact details of the digital archiving services and other information that may be relevant to the Institution to gain access in case of a trigger event (in accordance with Article 9.2 below);
- If the Institution has good reason not to trust any of the third-party digital archiving services used by Publisher, it shall notify SURF and Publisher thereof, stating the reasons and Publisher shall consult in good faith with SURF, the Institution and/or designated staff members of the Consortium in order to find a mutually acceptable solution or alternative.

#### 9.2 Continuous access in case of 'trigger events':

Publisher guarantees continuous access to and use of the Licensed Material in accordance with the Rights of Use of this Licence Agreement, without charge, via one of the third-party digital archiving services mentioned in Article 9.1 above, if one or more of the following events ('trigger events') occur:

- i. a catastrophic and sustained failure of Publisher's delivery platform;
- ii. Publisher's bankruptcy;
- iii. Publisher stops whole or part of its publishing operations;
- IV. PUBLISHER CEASES TO PUBLISH A TITLE; OR
- v. Publisher no longer offers back issues

#### 9.3 Continuous access in case of termination of the Licence Agreement:

In case of termination of this Licence Agreement and in relation to Perpetual Licensed Material as defined in Article 9.2 above, Publisher shall provide the Institution and its End-Users with continuous, perpetual access to and use of the Perpetual Licensed Material, by providing

- i. continued online access to archival copies of the Perpetual Licensed Material on Publishers' server (If Institution fails to subscribe to at least one journal title online, Publisher may charge an annual fee of \$1.000,- for such access, unless as otherwise agreed upon between the Parties);

### **Article 10 Privacy**

10.1 In the event that Publisher processes End-User Data in the course of the performance of this Licence 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 Publisher and the Institution will process End-User Data, and/or any other personal data processed within the context of this Licence Agreement, 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 Publisher shall process the End-User Data during the Term only to the extent necessary to perform its obligations under this Licence Agreement. Publisher shall not use End-User Data for any other purpose unless with the prior written consent of the Institution and/or the relevant



- data-subjects, or if required under applicable law. Publisher shall always ensure that there is a lawful legal basis to process End-User Data as provided under Article 6 of the GDPR.
- 10.4 Publisher To the extent that Personal Data originating from the European Economic Area is transferred to or accessed in the United States by the Publisher, such transfer shall take place only (a) on the basis of an adequacy decision adopted by the European Commission; or (b) subject to appropriate safeguards within the meaning of Article 46 GDPR, including the use of the Standard Contractual Clauses adopted by the European Commission; and where required, supplemented by additional technical and organisational measures ensuring a level of protection essentially equivalent to that guaranteed within the European Union.
- 10.5 Publisher shall provide full assistance, information and cooperation to the Institution with respect to any claim and/or exercise or purported exercise by data subjects of any of the rights granted to them under the GDPR. Publisher shall notify the Institution immediately if it is contacted or approached in relation to any claim and/or exercise or purported exercise of rights by a data subject under the GDPR.
- 10.6 Publisher 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 End-User 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 the Institution, Publisher shall provide the Institution with an overview of the technical and organizational security measures implemented to protect End-User Data.
- 10.7 Publisher shall implement internal data breach procedures directed at detecting and acting on security incidents and data breaches, including measures to act upon recovery. Publisher shall notify the Institution regarding any (potential) security-related incidents and/or data breach possibly involving End-User Data without undue delay and, where possible, no later than 24 (twenty-four) hours after having become aware of it. Such notice shall contain at least the following information: (a) the nature of the data breach/security incident; (b) the details of a contact point from whom more information about the data breach/security incident can be obtained; (c) the recommended measures to reduce the negative consequences of the data breach/security incident; (d) the possible consequences/risks of the data breach/security incident for the privacy of the data subjects involved; and (e) the measures that Publisher has taken or proposes to take to remedy the data breach/security incident. The Institution agrees to provide reasonable assistance as is necessary to Publisher to facilitate the handling of any data breach in an expeditious and compliant manner.
- 10.8 Should Publisher engage a third party to perform its obligations under this Licence Agreement, Publisher shall ensure that any such third party is subject to written contractual obligations concerning the End-User 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 Licence Agreement
- 10.9 If any authority requests Publisher to disclose any End-User Data, Publisher shall immediately notify the Institution of such request and collaborate with the Institution to defend against such request where possible, and, if it is concluded that Publisher is under a legal obligation to disclose End-User Data, to keep such disclosure to a minimum and take such other measures as can reasonable be expected to minimize privacy impact on the involved data-subjects.

## **Article 11      Guarantee**

- 11.1 Publisher guarantees that it has full power and authority to enter into this Licence Agreement and to grant the Rights of Use and Rights to Publish to the Institutions pursuant to the terms of this Licence 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.
- 11.3 Publisher guarantees that access to and use of the Licensed Material, Media and Documentation by the Institution and/or its End-Users in accordance with the terms of this Licence 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. Furthermore, Publisher represents and warrants that it is authorized to grant the Institutions (if applicable), and/or its End-Users the rights granted herein. Except as set forth in this Licence Agreement, the Licensed Material, Media and Documentation are provided on an “as-is” and “as-available” basis. Except as set forth in this Agreement, Publisher makes no warranty or representation of any kind with respect to the Licensed Material, Media and Documentation including its quality, originality, availability, accessibility, accuracy, merchantability or fitness for a particular purpose, or that access to the Licensed Material, Media and Documentation will achieve a particular result, or such access will be uninterrupted or error-free.
- 11.4 For avoidance of doubt: Publisher provides a non-exclusive, non-transferable license to Institutions’s End-Users, subject to the terms, conditions and restrictions set forth in this Licence Agreement, to access, search, view, download, print and save the Licensed Content via the platform, solely for research, educational and internal purposes. In no event shall Institution, directly or indirectly, sell, republish or distribute the Licensed Material. If Institution is a single institution with multiple locations, the authorized locations are set forth in Schedule A of the Agreement.

## **Article 12      Liability**

- 12.1 Publisher shall indemnify, defend and hold the Institution and its End-Users 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, (i) any third party claim, or threat of claim thereof, that the Institutions and/or End-Users' use of or access to the Licensed Material in accordance with the terms of this Licence Agreement violates or infringes upon the intellectual property rights or contract rights of that third party; and/or (ii) any third party claim, or threat of claim thereof, including enforcement measures of a competent authority, resulting from Publisher's breach of its obligations under Article 10 of this Licence Agreement. This indemnification shall survive the termination of this Licence Agreement. No limitation of liability set forth elsewhere in this Licence Agreement is applicable to this indemnification.
- 12.2 The Institution shall not be liable for any violation or infringement of the terms of this Licence Agreement by any End-User, provided that the Institution did not knowingly cause or assist the violation or infringement, or condone the continuation of the violation or infringement after becoming aware thereof.
- 12.3 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.
- 12.4 Nothing in this Licence Agreement excludes or limits a Party’s liability for:

- 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; or
- its own fraud or that of its employees or agents in the course of their engagement.

12.5 Except for Articles 12.1 and 12.4 above, each Party's total aggregate liability to the other Party under or in connection with this Licence Agreement is limited to the amount of the paid annual Licence Fee (exclusive of VAT), for the most recent licence year.

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

13.1 The Institution may terminate this Licence Agreement in writing per the end of the current Licence year without any obligation to pay damages, if, in the reasonable and motivated opinion of the Institution, sufficient funds are not provided or allotted in future government-approved budgets of the Institution (or reasonably available or expected to become available from other sources at the time the Institution's payment obligation attaches) to permit the Institution, in the exercise of its reasonable administrative discretion, to continue the Licence Agreement.

13.2 Either Party may - upon giving written notice to the other Party - terminate this Licence 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 Licence 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 Licence 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 Licence 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 Licence Agreement to survive termination or expiration of this Licence Agreement or which by its nature is intended to survive termination or expiration of this Licence 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 Licence Agreement:

Schedule C-a: Description of Licensed Material, License Models and Licence Fees;

Schedule C-b: Detailed list of Licensed Material with Rights of Use;

Schedule C-c: Detailed list of Licensed Material with Rights to Publish.

Schedule C-d: Detailed list of AIP Backfile access rights

Schedule C-e: Text and Datamining Appendix

- 14.2 In case of any conflict or inconsistency between the provisions of this Licence Agreement and any of the provisions contained in the Schedules, the provisions of this Licence 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 Licence Agreement, unless another Contact Person is appointed by or on the Institution's behalf for any specific matters regarding this Licence Agreement.
- 15.2 The Contact Person(s) of Publisher for all notifications and practical matters regarding this Licence Agreement shall be:

Name: [REDACTED]  
 Title: [REDACTED]  
 Address: [REDACTED]  
 Email: [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 Licence 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 Licence 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 Licence 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 Licence 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 Licence 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 Licence 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 Licence Agreement.



- 16.6 An assignment by a Party of all or part of this Licence Agreement requires the written consent of the other Party.
- 16.7 No amendment to or alteration of this Licence 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 Licence Agreement shall be governed by and construed in accordance with the laws of the England & Wales.
- 16.9 In case of any dispute between the Parties arising from or in connection with this Licence Agreement which cannot be solved amicably, including any dispute regarding the existence or validity of this Licence Agreement, such dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules, provided that the arbitrator must be a practicing attorney who is fluent in English. The place of arbitration shall be London. The language of the arbitration shall be English. To the extent any Party wishes to seek emergency or injunctive relief in court, the courts of London, shall have exclusive jurisdiction.



**Signatures and Schedules**

Thus agreed and signed

At \_\_\_\_\_

On \_\_\_\_\_

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

On behalf of <Institution>

<name of authorised signatory Institution>

<function>

At \_\_\_\_\_

On 2/26/2026

\_\_\_\_\_  


AIP Publishing LLC

On behalf of AIP Publishing LLC


**Schedules**

C-a: Description of Licensed Material, Licence models and Licence Fees;

C-b: Detailed list of Licensed Material with Rights of Use;

C-c: Detailed list of Licensed Material with Rights to Publish.

C-d: Detailed list of AIP Backfile access rights

C-e: Text and Datamining Appendix



## Schedule C-a Description of Licensed Material, Licence models and Licence Fees

(amounts exclusive of VAT)

### AIP Fusion

| Account # | Participating Institutions        | 2026             | 2027             | 2028             |
|-----------|-----------------------------------|------------------|------------------|------------------|
| 1075362   | Vrije Universiteit Amsterdam      | \$29.462         | \$30.346         | \$31.256         |
| 1075120   | Universiteit van Amsterdam        | \$63.242         | \$63.242         | \$63.242         |
| 1075017   | Technische Universiteit Delft     | \$88.233         | \$90.880         | \$93.606         |
| 1075090   | Technische Universiteit Eindhoven | \$72.719         | \$74.901         | \$77.148         |
| 1184216   | Universiteit Twente               | \$76.228         | \$76.228         | \$76.228         |
| 1181181   | Rijksuniversiteit Groningen       | \$73.378         | \$73.378         | \$73.378         |
| 1075158   | Radboud Universiteit              | \$51.123         | \$51.123         | \$51.123         |
|           | <b>Grand Total</b>                | <b>\$454.385</b> | <b>\$460.097</b> | <b>\$465.981</b> |

### AIP Backfiles

| Account # | Participating Institutions    | 2026            | 2027            | 2028            |
|-----------|-------------------------------|-----------------|-----------------|-----------------|
| 1075362   | Vrije Universiteit Amsterdam  | \$4.141         | \$4.265         | \$4.393         |
| 1075120   | Universiteit van Amsterdam    | \$13.408        | \$13.810        | \$14.225        |
| 1075017   | Technische Universiteit Delft | \$1.962         | \$2.021         | \$2.081         |
| 1184216   | Universiteit Twente           | \$12.800        | \$13.184        | \$13.580        |
| 1075158   | Rijksuniversiteit Groningen   | \$15.943        | \$16.421        | \$16.914        |
|           | <b>Grand Total</b>            | <b>\$48.254</b> | <b>\$49.702</b> | <b>\$51.193</b> |

### Explanation of Types of Licence Agreement and Licence Fees

The Licence Fee is payable by SURF on behalf of the Institutions entering into the Licence Agreement.

Subject to payment of the Licence Fee by SURF, Publisher will grant to the Institutions the Rights of Use and the Rights to Publish in accordance with the terms of the Licence Agreement.

### Conditions

1. AIP Fusion comprises access rights and publishing rights to all available journals at <https://pubs.aip.org/> including their backfiles starting from 1999. For a detailed list of all titles available at the start of the agreement see Schedule C-b and C-c;
2. AIP Backfiles comprises access rights to content from inception up until 1998 to journals selected by the Institution – the selected journals are indicated in Schedule C-d.
3. The Licence year for this Agreement is set to start on January 1<sup>st</sup> and expires on December 31<sup>st</sup>;
4. Prices are in United States Dollars, exclusive of VAT;



## Schedule C-b Detailed list of Licensed Material with Rights of Use

AIP Fusion comprises reading rights to all available journals at <https://pubs.aip.org/>. Below is a detailed list of all titles available at the start of the Agreement.

| Publication Title  | ISSN Online | URL   |
|--|-------------|---|
| AIP Conference Proceedings                               | 1551-7616   | <a href="https://pubs.aip.org/aip/acp">https://pubs.aip.org/aip/acp</a>                 |
| American Journal of Physics                              | 1943-2909   | <a href="https://pubs.aip.org/aapt/ajp">https://pubs.aip.org/aapt/ajp</a>               |
| Applied Physics Letters                                  | 1077-3118   | <a href="https://pubs.aip.org/aip/apl">https://pubs.aip.org/aip/apl</a>                 |
| Applied Physics Reviews                                  | 1931-9401   | <a href="https://pubs.aip.org/aip/apr">https://pubs.aip.org/aip/apr</a>                 |
| AVS Quantum Science                                      | 2639-0213   | <a href="https://pubs.aip.org/avs/aqs">https://pubs.aip.org/avs/aqs</a>                 |
| Biointerphases   | 1559-4106   | <a href="https://pubs.aip.org/avs/bip">https://pubs.aip.org/avs/bip</a>                 |
| Biomicrofluidics   | 1932-1058   | <a href="https://pubs.aip.org/aip/bmf">https://pubs.aip.org/aip/bmf</a>                 |
| Biophysics Reviews                                       | 2688-4089   | <a href="https://pubs.aip.org/aip/bpr">https://pubs.aip.org/aip/bpr</a>                 |
| Chaos: An Interdisciplinary Journal of Nonlinear Science | 1089-7682   | <a href="https://pubs.aip.org/aip/cha">https://pubs.aip.org/aip/cha</a>                 |
| Chemical Physics Reviews                                 | 2688-4070   | <a href="https://pubs.aip.org/aip/cpr">https://pubs.aip.org/aip/cpr</a>                 |
| Chinese Journal of Chemical Physics                      | 2327-2244   | <a href="https://pubs.aip.org/cps/cjcp">https://pubs.aip.org/cps/cjcp</a>               |
| Journal of Applied Physics                               | 1089-7550   | <a href="https://pubs.aip.org/aip/jap">https://pubs.aip.org/aip/jap</a>                 |
| Journal of Laser Applications                            | 1938-1387   | <a href="https://pubs.aip.org/lia/jla">https://pubs.aip.org/lia/jla</a>                 |
| Journal of Physical and Chemical Reference Data          | 1529-7845   | <a href="https://pubs.aip.org/aip/jpr">https://pubs.aip.org/aip/jpr</a>                 |
| Journal of Renewable and Sustainable Energy              | 1941-7012   | <a href="https://pubs.aip.org/aip/jrse">https://pubs.aip.org/aip/jrse</a>               |
| Journal of Rheology                                      | 1520-8516   | <a href="https://pubs.aip.org/sor/jor">https://pubs.aip.org/sor/jor</a>                 |
| Journal of the Physical Society of Japan                 | 1347-4073   | <a href="https://journals.jps.jp/journal/jpsj">https://journals.jps.jp/journal/jpsj</a> |
| Journal of Vacuum Science & Technology A                 | 1520-8559   | <a href="https://pubs.aip.org/avs/jva">https://pubs.aip.org/avs/jva</a>                 |
| Journal of Vacuum Science & Technology B                 | 2166-2754   | <a href="https://pubs.aip.org/avs/jvb">https://pubs.aip.org/avs/jvb</a>                 |
| Journal of Mathematical Physics                          | 1089-7658   | <a href="https://pubs.aip.org/aip/jmp">https://pubs.aip.org/aip/jmp</a>                 |
| Low Temperature Physics                                  | 1090-6517   | <a href="https://pubs.aip.org/aip/ltp">https://pubs.aip.org/aip/ltp</a>                 |
| Physics of Fluids  | 1089-7666   | <a href="https://pubs.aip.org/aip/pof">https://pubs.aip.org/aip/pof</a>                 |
| Physics of Plasmas                                       | 1089-7674   | <a href="https://pubs.aip.org/aip/pop">https://pubs.aip.org/aip/pop</a>                 |
| Physics Today  | 1945-0699   | <a href="https://pubs.aip.org/physicstoday">https://pubs.aip.org/physicstoday</a>       |
| Review of Scientific Instruments                         | 1089-7623   | <a href="https://pubs.aip.org/aip/rsi">https://pubs.aip.org/aip/rsi</a>                 |
| Surface Science Spectra                                  | 1520-8575   | <a href="https://pubs.aip.org/avs/sss">https://pubs.aip.org/avs/sss</a>                 |
| The Journal of the Acoustical Society of America         | 1520-8524   | <a href="https://pubs.aip.org/asa/jasa">https://pubs.aip.org/asa/jasa</a>               |
| The Journal of Chemical Physics                          | 1089-7690   | <a href="https://pubs.aip.org/aip/jcp">https://pubs.aip.org/aip/jcp</a>                 |
| The Physics Teacher                                      | 1943-4928   | <a href="https://pubs.aip.org/aapt/pte">https://pubs.aip.org/aapt/pte</a>               |



## Schedule C-c Detailed list of Licensed Material with Rights to Publish

AIP Fusion comprises publishing rights to nearly all available journals at <https://pubs.aip.org/>. Below is a detailed list of all titles available at the start of the Agreement.

| Publication Title  | ISSN Online | URL   | Type    |
|--|-------------|---|---------|
| AIP Advances   | 2158-3226   | <a href="https://pubs.aip.org/aip/adv">https://pubs.aip.org/aip/adv</a>   | Gold OA |
| AIP Conference Proceedings                               | 1551-7616   | <a href="https://pubs.aip.org/aip/acp">https://pubs.aip.org/aip/acp</a>   | Hybrid  |
| American Journal of Physics                              | 1943-2909   | <a href="https://pubs.aip.org/aapt/aip">https://pubs.aip.org/aapt/aip</a> | Hybrid  |
| APL Bioengineering                                       | 2473-2877   | <a href="https://pubs.aip.org/aip/apb">https://pubs.aip.org/aip/apb</a>   | Gold OA |
| APL Computational Physics                                | 3066-0017   | <a href="https://pubs.aip.org/aip/aco">https://pubs.aip.org/aip/aco</a>   | Gold OA |
| APL Electronic Devices                                   | 2995-8423   | <a href="https://pubs.aip.org/aip/aed">https://pubs.aip.org/aip/aed</a>   | Gold OA |
| APL Energy   | 2770-9000   | <a href="https://pubs.aip.org/aip/ape">https://pubs.aip.org/aip/ape</a>   | Gold OA |
| APL Engineering Physics                                  | 3066-7380   | <a href="https://pubs.aip.org/aip/aep">https://pubs.aip.org/aip/aep</a>   | Gold OA |
| APL Machine Learning                                     | 2770-9019   | <a href="https://pubs.aip.org/aip/aml">https://pubs.aip.org/aip/aml</a>   | Gold OA |
| APL Materials  | 2166-532X   | <a href="https://pubs.aip.org/aip/apm">https://pubs.aip.org/aip/apm</a>   | Gold OA |
| APL Photonics  | 2378-0967   | <a href="https://pubs.aip.org/aip/app">https://pubs.aip.org/aip/app</a>   | Gold OA |
| APL Quantum  | 2835-0103   | <a href="https://pubs.aip.org/aip/apq">https://pubs.aip.org/aip/apq</a>   | Gold OA |
| Applied Physics Letters                                  | 1077-3118   | <a href="https://pubs.aip.org/aip/apl">https://pubs.aip.org/aip/apl</a>   | Hybrid  |
| Applied Physics Reviews                                  | 1931-9401   | <a href="https://pubs.aip.org/aip/apr">https://pubs.aip.org/aip/apr</a>   | Hybrid  |
| AVS Quantum Science                                      | 2639-0213   | <a href="https://pubs.aip.org/avs/aqs">https://pubs.aip.org/avs/aqs</a>   | Hybrid  |
| Biointerphases   | 1559-4106   | <a href="https://pubs.aip.org/avs/bip">https://pubs.aip.org/avs/bip</a>   | Hybrid  |
| Biomechanics   | 1932-1058   | <a href="https://pubs.aip.org/aip/bmf">https://pubs.aip.org/aip/bmf</a>   | Hybrid  |
| Biophysics Reviews                                       | 2688-4089   | <a href="https://pubs.aip.org/aip/bpr">https://pubs.aip.org/aip/bpr</a>   | Hybrid  |
| Chaos: An Interdisciplinary Journal of Nonlinear Science | 1089-7682   | <a href="https://pubs.aip.org/aip/cha">https://pubs.aip.org/aip/cha</a>   | Hybrid  |
| Chemical Physics Reviews                                 | 2688-4070   | <a href="https://pubs.aip.org/aip/cpr">https://pubs.aip.org/aip/cpr</a>   | Hybrid  |
| Chinese Journal of Chemical Physics                      | 2327-2244   | <a href="https://pubs.aip.org/cps/cjcp">https://pubs.aip.org/cps/cjcp</a> | Hybrid  |
| JASA Express Letters                                     | 2691-1191   | <a href="https://pubs.aip.org/asa/jel">https://pubs.aip.org/asa/jel</a>   | Gold OA |
| Journal of Applied Physics                               | 1089-7550   | <a href="https://pubs.aip.org/aip/jap">https://pubs.aip.org/aip/jap</a>   | Hybrid  |
| Journal of Laser Applications                            | 1938-1387   | <a href="https://pubs.aip.org/lia/jla">https://pubs.aip.org/lia/jla</a>   | Hybrid  |
| Journal of Physical and Chemical Reference Data          | 1529-7845   | <a href="https://pubs.aip.org/aip/jpr">https://pubs.aip.org/aip/jpr</a>   | Hybrid  |
| Journal of Renewable and Sustainable Energy              | 1941-7012   | <a href="https://pubs.aip.org/aip/jrse">https://pubs.aip.org/aip/jrse</a> | Hybrid  |
| Journal of Rheology                                      | 1520-8516   | <a href="https://pubs.aip.org/sor/jor">https://pubs.aip.org/sor/jor</a>   | Hybrid  |
| Journal of Vacuum Science & Technology A                 | 1520-8559   | <a href="https://pubs.aip.org/avs/jva">https://pubs.aip.org/avs/jva</a>   | Hybrid  |
| Journal of Vacuum Science & Technology B                 | 2166-2754   | <a href="https://pubs.aip.org/avs/jvb">https://pubs.aip.org/avs/jvb</a>   | Hybrid  |
| Journal of Mathematical Physics                          | 1089-7658   | <a href="https://pubs.aip.org/aip/jmp">https://pubs.aip.org/aip/jmp</a>   | Hybrid  |
| Low Temperature Physics                                  | 1090-6517   | <a href="https://pubs.aip.org/aip/ltp">https://pubs.aip.org/aip/ltp</a>   | Hybrid  |
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