

READ & PUBLISH AGREEMENT

This Read & Publish Agreement, along with any schedules, is made on December 7, 2023 between:

Trans Tech Publications Ltd. having its registered office at at Seestrasse 24c, 8806 Bäch, Schweiz (hereinafter called "Licensor").

and

Technische Informationsbibliothek (TIB) having its principal place of business at Welfengarten 1b, 30167 Hannover, Germany (hereinafter called "Consortium Leader").

WHEREAS the Consortium Leader negotiates access and usage rights, as well as publication services, on behalf of a consortium of higher education and research institutions (hereinafter called "Licensee(s)") in Germany (opt-in basis) and the Licensor desires to grant to the Licensees and their Authorized Users those rights and services, subject to the terms and conditions of this Agreement. All Parties acknowledge that the Consortial Leader is exercising a purely intermediary activity in the subject transaction and that the Consortial Leader is not responsible to either the Licensor or the Licensee(s) whether in connection with alleged or actual infringement, damages, or claims of any kind whether now known or hereafter discovered or suffered.

IT IS AGREED AS FOLLOWS

(Preamble) Background, Objective and Structure of the Agreement

1. The subject matter of the contract is the database ***Scientific.Net: Materials Science and Engineering*** consisting of periodicals owned by the Licensor and made available on the Licensor's Platform
2. The license and services ("Read & Publish") covered by this Agreement consist of the following parts:
 - a. Access and usage rights to the database (PART B – Reading Element)
 - b. Optional: Access and usage rights to e-books from the series *FOMSE: Foundations of Materials Science and Engineering* (PART B – Reading Element)
 - c. Open Access publishing services for articles submitted for publication in the periodicals of the Licensor (PART C – Publishing Element)

For a detailed description of the Licensed Content and the title list for publishing services, see Schedule 1 (Tables 1 and 2 respectively).

3. This "Read & Publish" model was agreed upon between Licensor and Consortium Leader as a means to develop an Open Access business model with the aim of transforming the subscription-based periodicals of the Licensor into Open Access periodicals.

PART A: GENERAL REGULATIONS

§ 1 Definitions

1. In this Agreement, the following terms shall have the following meanings:
 - a. **Authorised Users** are individuals who are authorised by a Licensee to access the Licensee's information services via Secure Authentication either on-site or off-site ("Remote Access") and who are affiliated to the Licensee as a current student (including undergraduates, postgraduates and guest students), member of staff (whether on a permanent or temporary basis) or contractor or registered user. Individuals who do not currently fulfil one of the above criteria, but who are permitted to access a Licensee's information services from computer terminals or otherwise within the physical premises of the Licensee ("Walk-In Users") are also deemed to be Authorised Users, only for the time they are within the physical premises of the Licensee.
 - b. **Commercial Use** means the use of the Licensed Material for the purpose of monetary reward (whether by or for the Licensee or an Authorised User) by means of sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Material. For the avoidance of doubt, the use by the Licensee or Authorised Users of the Licensed Material in the course of research funded by a commercial organisation is not deemed to constitute Commercial Use. Recovery of costs is not being deemed Commercial Use. The use of Metadata by search engines does not constitute Commercial Use as long as that Metadata is not sold, lent, distributed or otherwise re-licensed via that search engine or the access to that Metadata on that search engine is exclusively being charged for.
 - c. **Corresponding Author** is the person who submits an article for publication, manages the publication process from submission to post acceptance and corresponds with Licensor on the same. The Corresponding Author has the authority to act on behalf of all co-authors in all matters pertaining to publication of the manuscript including supplementary material. The Corresponding Author is listed as corresponding (or primary) author on the Open Access Article in conjunction with the institution he/she is primarily affiliated with. For the avoidance of doubt, the submitting Corresponding Author is the only corresponding author eligible to make use of the benefits of this Agreement (i.e. there can only be one corresponding author per article for the purpose of this agreement).
 - d. **Creative Commons License** is an international public copyright license produced by the Creative Commons Corporation, the latest versions of which can be found at <https://creativecommons.org/licenses/>.
 - e. **Educational Purposes** means the use of the Licensed Material for the purpose of education, teaching, distance learning, private study and/or research.
 - f. **Eligible Article Types** are all article types offered by the Licensor for the periodicals included in the title lists in Schedule 1.
 - g. **Eligible Authors** are all Authorised Users primarily affiliated with a Licensee who strive to publish Open Access Articles and who are the submitting Corresponding Author of such article.
 - h. **Eligible Institutions** are higher education institutions financed either by public or private funding; national, regional and state libraries; academic special libraries mainly financed by public funding (excl. project funds); research institutions mainly

financed by public funding (excl. project funds); governmental institutions; including any of such above mentioned types of German institutions abroad.

- i. **Licensed Material** means the contents of the database (including periodicals and e-books, if selected) including corresponding metadata, supplementary content and digital objects.
 - j. **Licensee** is an Eligible Institution that has signed-up to participate in the consortium and, by signing the participation agreement of the Consortium Leader, acknowledges and agrees to the terms and conditions of this Agreement. A list of Licensees is included in Schedule 3.
 - k. **Licensor's Platform** is the own or third party server used by Licensor to give access to the Licensed Material.
 - l. **Open Access Article** is an article of an Eligible Article Type that is made openly available online, immediately upon publication without any embargo period, and in the first instance ("Version of Record") under an open license, with the author(s) retaining their copyrights.
 - m. **Secure Authentication** shall include Shibboleth, the use of registered Internet Protocol (IP) ranges and/or username and password for access to the Licensed Material via the Licensor's Platform. The use of proxy servers is permitted as long as any proxy server IP addresses provided limit remote or off-campus access to Authorised Users.
 - n. **Secure Network:** A network (whether a standalone network or a virtual network within the World Wide Web) which is only accessible to Authorised Users by Secure Authentication.
2. Headings contained in this Agreement are for reference purposes only and shall not be deemed to be an indication of the meaning of the clause to which they relate.
 3. Where the context so implies, words importing the singular number shall include the plural number and vice versa and words importing the masculine gender shall include all other gender identities and vice versa.
 4. Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding or following those terms.

§ 2 Fees

1. The Licensor will invoice the Licensee for the fee(s) payable on the basis of this agreement and depending on the option(s) selected in accordance with Schedule 2 and Schedule 3. Such invoice shall list a portion of the total fee relating to the reading element of this Agreement and a portion of the total fee related to the publishing element of this Agreement.
2. The Consortium Leader shall not in any circumstances be liable to the Publisher for payment or otherwise in respect of the provision of the license or services by the Publisher to any Licensee.
3. All fees specified under this Agreement, unless otherwise stated, are exclusive of VAT and any other similar or equivalent taxes or duties, where applicable, and any applicable VAT will be payable in addition.

§ 3 Term and Termination

1. This Agreement shall commence on 1 January 2024 and continue until 31 December 2026. Eligible Institutions have the right to join the agreement at the beginning of each calendar year during the term of the agreement, on mutual decision by the parties.
2. Any Licensee may terminate its participation in the consortium at the end of each calendar year by giving notice to the Consortium Leader via e-mail of the wish to opt-out by September 30 of the same calendar year. The Consortium Leader will in turn inform the Licensee via e-mail of such termination by October 15 of the same calendar year. Consequential amendments as are necessitated by such termination will be made to this Agreement. For the avoidance of doubt, the fees for the remaining Licensees will not be affected by any such termination
3. Any party may terminate this Agreement at any time, if a material breach or repeated other breaches of any obligations by the other party under this Agreement were not remedied within a period of thirty (30) days after the receipt of a written notice identifying the nature of the breach.
4. Upon material breach or repeated other breaches of a Licensee or its Authorised Users, the Licensor shall cease to authorise online access to the Licensed Material and cease to offer publication services only for the Licensee connected to the breach and the Authorised Users affiliated to it.
5. After termination of this Agreement, Licensor shall provide the Licensee with perpetual access to and use of the part of the Licensed Material, which was published during the term of this Agreement. For the avoidance of doubt, such post-termination access shall be subject to the terms and conditions as set out in this Agreement.
6. On termination of this Agreement by the Consortium Leader due to a material breach or repeated other breaches by the Licensor, the Licensor will reimburse the Licensees a pro-rated proportion of the paid fee for the unexpired part of the contract term.
7. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall continue in force.

§ 4 Acknowledgement and Protection of Intellectual Property Rights

1. The Consortium Leader and the Licensee acknowledges that all intellectual property rights in the Licensed Material are the property of the Licensor or duly licensed to the Licensor and that this Agreement does not assign or transfer to the Consortium Leader or the Licensee any right, title or interest therein except for the right to access and use the Licensed Material in accordance with the terms and conditions of this Agreement.
2. For the avoidance of doubt, the Licensor hereby acknowledges that any database rights created by the Licensee as a result of archiving, text mining and/or data mining of the Licensed Material shall be the property of the Licensee. Text mining and/or data mining shall not be conducted for Commercial Use.

§ 5 Representation, warranties and indemnification

1. The Licensor guarantees that the Licensed Material and all intellectual property rights therein are owned by or licensed to the Licensor and that the Licensed Material used as contemplated in this Agreement does not infringe any intellectual property rights or other third party rights (e.g. privacy rights) of any natural or legal person.

2. The Licensor will indemnify, defend and hold the Consortium Leader, Licensee or Authorised User harmless against any and all damages, liabilities, claims, causes of action, legal fees and costs incurred by the Consortium Leader, Licensee or Authorised User in defending against any third party claim of intellectual property rights infringements or threats of claims thereof with respect of the Consortium Leader's, the Licensee's or Authorised User's use of the Licensed Material, provided that:
 - a. The use of the Licensed Material has been in full compliance with the terms and conditions of this Agreement;
 - b. The Consortium Leader, Licensee or Authorised User provides the Licensor with prompt notice of any such claim or threat of claim;
 - c. The Consortium Leader, Licensee or Authorised User co-operates to a reasonable degree with the Licensor in the defence or settlement of such claim; and
 - d. The Licensor has sole and complete control over the defence or settlement of such claim.
3. The Licensor reserves the right at any time to withdraw from the Licensed Material any item or part of an item which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful, or otherwise objectionable. The Licensor shall give written notice to the Consortium Leader and Licensee of such withdrawal. If the withdrawal results in the Licensed Material being no longer deemed useful by the Licensee, the Licensee may within sixty (60) days of such notice treat such changes as a material breach of this specific License. Licensee may alternatively claim an appropriate, proportionate reduction of the fee with regard to the remaining Licensed Material.
4. While the Licensor has no reason to believe that there are any inaccuracies or defects in the information contained in the Licensed Material, the Licensor makes no representation and gives no warranty, express or implied, with regard to the information contained in, or any Part of, the Licensed Material including (without limitation) the fitness of such information or Part for any purposes whatsoever and the Licensor accepts no liability for loss suffered or incurred by the Licensee, an Institution or Authorised Users as a result of their reliance on the Licensed Material.
5. In no circumstances will the Licensor be liable to the Consortium leader or the Licensee for any loss resulting from a cause over which the Licensor does not have direct control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other internet or networking problems, unauthorised access, theft, or operator errors.
6. Nothing in this Agreement shall make the Consortium Leader or the Licensee liable for breach of the terms of this Agreement by any Authorised User provided that the Consortium Leader or the Licensee did not cause, knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred.
7. Neither the Consortium Leader nor the Licensee nor the Licensor shall be liable to the respective other parties in contract or negligence or otherwise for
 - a. Any special, indirect, incidental, punitive or consequential damages or
 - b. Loss of direct or indirect profits, business, contracts, revenue or anticipated savings or for any increased costs or expenses.
8. The liability for damage from injury to life, body or health as well as the liability for damage caused intentionally or by gross negligence is not limited. Apart from this neither party shall be liable to the other for slight or ordinary negligence, except in the event of negligence which leads to a breach of a contractual obligation, whose fulfillment is indispensable for the proper execution of the contract and on whose observance the

contracting party may regularly rely (essential obligation). In case of slight or ordinary negligence which gives rise to a breach of a contractual obligation, however, the liability of all parties for breaching an essential obligation is limited to the damage which may be typically expected during the execution of this agreement.

§ 6 Data Protection

The Licensor agrees to maintain the confidentiality of any data relating to the identity of Authorised Users, their usage of the Licensed Material and/or publishing services (with the exception of information that is deemed part of public record). Such data may only be provided in aggregated form without reference to the identity of specific individual users to those sub-contractors or suppliers, who provide products or services to the Licensor. The Licensor will not share, transfer and/or sell to third parties any usage or personal data generated by Authorised Users or track such data for purposes outside the scope of this Agreement, including for Commercial Use of any kind. Except as necessary for the performance under this Agreement, tracking site visits or harvesting detailed real-time data on the information behaviour of individuals and/or institutions (including the assembly of granular profiles of academic behaviour from different sources) are prohibited. Any handling of personal data in relation to the Agreement or the license or services covered herein (with the exception of information that is deemed part of public record), shall take place solely for purposes directly related to the fulfilment of this Agreement and shall be compliant to the EU General Data Protection Regulation (GDPR) and the European Privacy and Electronic Communications Directive.

§ 7 Force majeure

1. Either party's failure to perform any term or condition of this Agreement as result of circumstances beyond the control of the relevant party (including without limitation, war, strikes, flood, governmental restrictions, or power, telecommunications or Internet failures or damages to or destruction of any network facilities ("Force Majeure") shall not be deemed to be, or to give rise to, a breach of this Agreement.
2. If either party to this Agreement is prevented or delayed in the performance of any of its obligations under this Agreement by Force Majeure and if such party gives written notice thereof to the other party specifying the matters constituting Force Majeure together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue, then the party in question shall be excused from the performance or the punctual performance as the case may be as from the date of such notice for so long as such cause of prevention or delay shall continue.

§ 8 Assignment

Save as permitted for under this Agreement, neither this Agreement nor any of the rights and obligations under it may be assigned by either party without obtaining the prior written consent of the other party. Such consent shall not unreasonably be withheld or delayed. In any permitted assignment, the assignor shall procure and ensure that the assignee shall assume all rights and obligations of the assignor under this Agreement and agrees to be bound to all the terms of this Agreement.

§ 9 Governing law and dispute resolution

1. This Agreement and its terms shall be interpreted and construed according to and governed by the laws of the Federal Republic of Germany. If the English legal meaning differs from the German legal meaning of this Agreement and its terms, the German meaning shall prevail. This Agreement shall be deemed to specify the rights of Licensor, Consortium Leader, Licensee and Authorised Users under the German Copyright Law and other applicable legislation in Germany. Exclusive place of jurisdiction for all disputes arising out of or in connection with this Agreement shall be the principal place of business of the Consortium leader in Germany.
2. All parties will attempt to settle claims or controversies arising from this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary.

§ 10 Notices

All notices required to be given under this Agreement shall be given in writing and sent by e-mail to the following addresses:

Licensor: subscriptions@scientific.net

Consortium leader: tib-konsortien@tib.eu.

Notices delivered by e-mail shall be deemed to have been given on the day they are delivered, unless delivery occurs outside the normal working hours of the recipient, in which case delivery shall be treated as having occurred on the next working day. All notices regarding termination of this agreement for material breach or evoking Force Majeure shall be sent via post (recorded delivery or courier) to the relevant addressee as set out in the header of this agreement. Notices sent by post shall be deemed to have been given seven (7) days after the date of posting in the case of recorded delivery or three (3) days after the date of dispatch in the case of courier.

§ 11 General

1. This Agreement and its Schedules constitute the entire agreement between the parties relating to the Licensed Material and the publication services offered, and supersede all prior communications, understandings and agreements (whether written or oral) relating to its subject matter and may not be amended or modified except by agreement of both parties in writing.
2. For the avoidance of doubt, in the event that any content included in the Licensed Material is in the public domain or has been issued under an open license (e.g. a Creative Commons License), the Licensor shall not place access, use or other restrictions on that content beyond those found in the respective open license, where applicable.
3. In the event that Licensor requires Authorised Users or Eligible Authors to agree to additional terms relating to the use of the Licensed Material or the use of publication services ("click-through" licenses) or otherwise attempts to impose terms on Authorised Users or Eligible Authors through online terms and conditions invoked by the mere viewing or use of the Licensed Material or publication services, such terms shall not materially differ from the provisions of this Agreement. In the event of any conflict between such terms and this Agreement, the provisions of this Agreement shall prevail.

For the avoidance of doubt, Authorised Users or Eligible Authors are not a party to this Agreement.

4. Should individual provisions of this contract be invalid or unenforceable or become invalid or unenforceable after conclusion of the contract, this shall not affect the validity of the remainder of this Agreement. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision whose effect comes closest to that originally intended. This shall apply accordingly in the event that the contract proves to be incomplete.
5. The rights of the parties arising under this Agreement shall not be waived except in writing. Any waiver of any of a party's rights under this Agreement or of any breach of this Agreement by the other party shall not be construed as a waiver of any other rights or of any other or further breach. Failure by either party to exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.
6. All indemnification obligations and perpetual access and usage rights shall survive the expiration or termination of this Agreement.
7. Nothing in this Agreement shall be construed to create any relationship of partnership, agency or employment between any of the parties.

PART B: READING ELEMENT

§ 12 License Grant

1. The Licensor grants to the Licensee, subject to and in accordance with the terms of this Agreement, a non-exclusive, non-transferable license to allow Authorised Users to access and use the Licensed Material hosted on the Licensor's Platform in accordance with the provisions defined in § 13 and § 14. For the part of the Licensed Material, which is published during the term of the Agreement, and for e-books, such license is granted in perpetuity.
2. The Licensor hereby grants to the Licensee, subject to and in accordance with the terms of this Agreement, a non-exclusive, non-transferable, perpetual license for the metadata associated with the Licensed Material for use in local library catalogues, union catalogues, and other portals and library and information systems by the Licensee or a third party (e.g. the GBV Common Library Network), and to make it discoverable by search engine technology.
3. The Licensor agrees to the delivery of the metadata (article level data) relating to the Licensed Material on request to the Consortium Leader and/or the Licensee at no additional cost. The Consortium Leader may pass on the metadata to the Licensee. The metadata shall be supplied in open, standardised formats, and shall meet all requirements for consistent, automated processing. It shall be delivered as comprehensive as possible, in machine-readable form, and be organized into logical units (e.g. assignment of data records to products, of articles to journal titles. Delivery shall be through an interface or on a medium that is mutually agreed upon and shall be accompanied by appropriate documentation.

§ 13 Permitted Uses

1. The Licensee may:
 - a. Make such local temporary copies of the Licensed Material as are necessary to ensure efficient use of the Licensed Material by Authorised Users, provided that such use is subject to all the terms and conditions of this Agreement;
 - b. Allow Authorized Users to access the Licensed Material by Secure Authentication without restriction to concurrent use.
 - c. Provide Authorized Users with integrated access and index to the Licensed Material and all other similar material licensed from other sources. The Licensed Material or parts thereof may be compiled, indexed and/or catalogued (including, without limitation, the header data and abstracts) by the Licensee. Anything thereby created or compiled may be integrated into the products and services of the Licensee.
 - d. Supply to a user of another library (whether by post, fax or secure electronic transmission) a single copy (hardcopy or electronic) of the electronic original of an individual document or other item, including any supplementary content published in connection with such document or item.
 - e. Run test routines verifying access to all licensed items. Testing conditions will be clearly defined. Licensor will make reasonable efforts to ensure that usage generated by test runs will not be part of the usage statistics delivered.
2. The Authorized User may, in accordance with the copyright laws of Germany:
 - a. Search, retrieve, display and view the Licensed Material;
 - b. Electronically save or print out single copies of individual documents or other items of the Licensed Material
 - c. Incorporate parts of the Licensed Material in printed and electronic course packs, study packs, resource lists and in any other material and/or in virtual and managed environments hosted on a Secure Network. Each document or other item shall carry appropriate acknowledgement of the source, listing title and author. The Authorized User may also deposit in perpetuity the learning and teaching objects as referred to above on servers operated by the Licensee. The resulting use of such material shall be limited to Authorised Users only.
 - d. Incorporate parts of the Licensed Material in printed or electronic form in assignments and portfolios, theses and in dissertations ("Academic Works"), including reproductions of the Academic Works for personal use and library deposit. Reproductions in printed or electronic form of Academic Works may be provided to sponsors of such Academic Works. Each document or item shall carry appropriate acknowledgement of the source;
 - e. Provide single printed or electronic copies of individual documents or other items of the Licensed Material at the request of other individual Authorised Users or to other individual scholars for the purposes of scholarly, educational, scientific, research or private use;
 - f. Display, download and print parts of the Licensed Material for the purpose of promotion of the Licensed Material, testing of the Licensed Material, or for training other Authorised Users;
 - g. Publicly display or publicly perform parts of the Licensed Material as part of a presentation at a seminar, conference, workshop, or other such similar activity;
 - h. Use text and data mining to enhance services, to encourage scholarship, teaching and learning and to conduct research according to the following principles, as long

as the purpose is not to create a product for use by third parties that would substitute the Licensed Material: Raw data may be extracted from the Licensed Material. Text and data mining may be performed on the unchanged Licensed Material or on extracted data (including but not limited to reproducing, storing, adapting, assembling large collections or extracting substantial portions of data and analysing them). The raw data is research data and may be stored, published and distributed in any medium or form under any licence in order to ensure reproducibility and sustainability, as long as the Licensed Material cannot be reconstructed in its original, human readable form. The Licensor will cooperate with Institutions and Authorised Users as reasonably necessary in making the Licensed Material available in a manner and form most useful to the Licensee and Authorised Users. Attribution must be made to the Licensor in an appropriate manner and form.

3. Copyright notices must be retained for all permitted uses listed above and the source used must be appropriately cited.

§ 14 Restrictions on Use

1. Save as provided herein, the Licensee and Authorised Users may not:
 - a. Sell or resell the Licensed Material or use the Licensed Material for Commercial Use unless the Licensee or an Authorised User has been granted prior written consent by the Licensor to do so;
 - b. Remove, obscure or modify copyright notices, text or source acknowledgment or other means of identification or disclaimers as they appear;
 - c. Alter, adapt or modify the Licensed Material, except to the extent necessary to make it perceptible on a computer screen, or for the purpose of long-term accessibility and preservation, or as otherwise permitted in this Agreement. For the avoidance of doubt, no alteration of the words or their order is permitted;
 - d. Display or distribute any part of the Licensed Material on any electronic network, including without limitation the World Wide Web, and any other distribution medium now in existence or hereinafter created, other than by a Secure Network or unless permitted under this Agreement;
2. The restrictions on use shall survive termination of this Agreement.
3. Nothing in this Licence shall in any way exclude, modify or affect any of the Licensee's or Authorized User's statutory rights under the copyright laws of Germany.

§ 15 Responsibilities of the Licensor (Reading Element)

The Licensor agrees to:

1. Make the Licensed Material available to the Licensees and Authorised Users at all times and on a twenty-four hour basis, save for routine maintenance, and to restore access to the Licensed Material as soon as possible in the event of an interruption or suspension of the service (the access interruption shall not exceed 1% in total of a calendar year);
2. Ensure that the relevant server(s) have adequate capacity and bandwidth to support the usage of the Authorised Users at a level commensurate with the standards of availability for information services of similar scope operating via the World Wide Web;
3. Make the part of the Licensed Material, which is published during the Agreement term, or the e-books, available in perpetuity on the Licensor's Platform to the Licensee and Authorised Users (including after termination of this Agreement) at no additional cost;

4. On request, deliver electronically (with mutually agreed suitable data carriers and data formats) to the Licensee the part of the Licensed Material, which is published during the Agreement term (including full texts, all digital objects and metadata), or the e-books, in the event that access via the Licensor's platform can no longer be guaranteed.
5. Ensure archiving/digital preservation of the Licensed Material (e.g. via the established archiving initiatives Portico or CLOCKSS) and to provide Authorized Users with access to such archive after termination of this Agreement.
6. Deliver or otherwise provide (self-service) access to usage statistics in accordance with the most recent release of the COUNTER Code of Practice on request or at agreed intervals to the Licensees. The Consortium Leader receives usage statistics for all Licensees every six months, whereby the statistics are to separately list the use of the individual titles by each Licensee.

§ 16 Responsibilities of the Licensee (Reading Element)

The Licensee agree to:

1. Provide the Consortium Leader with a list of valid Internet Protocol (IP) addresses and update those addresses when necessary. The Consortium Leader will forward this information and all relevant updates to the Licensor.
2. Issue passwords or other access information only to Authorised Users and inform Authorised Users not to share their passwords or other access information with third parties;
3. Use reasonable efforts to ensure that only Authorised Users are permitted access to the Licensed Material
4. Inform Authorised Users about the terms and conditions under which access to the Licensed Material is granted under this Agreement and to the extent that such terms apply to them, use reasonable efforts to ensure that all Authorised Users are made aware of and undertake to abide by the terms of this Agreement;
5. Use reasonable efforts to monitor compliance with the provisions of this Agreement. The Licensee shall notify the Licensor immediately upon becoming aware of any unauthorised access to or use of the Licensed Material or any breach of the terms of this Agreement by an Authorised User. The Licensee shall ensure the prompt and complete investigation of any such case and shall take appropriate disciplinary action, and shall use reasonable efforts to ensure that such activity ceases and to prevent any recurrence.

PART C: PUBLISHING ELEMENT

§ 17 Objectives

1. The following conditions for Open Access Publishing refer to the periodicals of the Licensor that are part of the Licensed Material and the periodicals that are published under a pure open access model (as listed in Schedule 1, Table 2). Any changes to the list of periodicals, which might effect publication benefits under this Agreement, shall be communicated to Consortium Leader as soon as possible. This shall include the event of a Licensor's periodical flipping from a subscription model to a pure open access model during the contract term or vice versa. In the case of significant changes, the parties may

- discuss an appropriate adjustment to the fees of the following year(s) to reflect any such changes.
2. Eligible Authors, on acceptance of publication, will have Open Access Articles published in the periodicals of the Licensor free of charge to them. For the avoidance of doubt, the Licensor will not charge Eligible Authors or the Licensee any fee connected to publishing services (including article processing charges (APCs), overlength charges, colour charges), regardless of the number or types of articles published.
 3. Eligible Authors retain copyright to their works and only grant Publisher the non-exclusive right to publish all publications immediately and in the first instance under a Creative Commons Attribution 4.0 International License (CC BY). The Creative Commons CC0 1.0 Universal license (CC0) will be assigned to the metadata accompanying the Open Access Article. Nothing in this Agreement shall be taken to restrict, limit or curtail any provisions of the Creative Commons License used for Open Access Articles.
 4. The author workflow and other provisions around the publication services included under this Agreement are detailed in Schedule 4.
 5. Nothing herein contained shall oblige the Licensor to publish any article submitted by an Eligible Author. The Licensee acknowledges that the selection of material to be published on the Licensor's Platform will be made on the basis of editorial criteria and entirely at the discretion of the Licensor and/or the editors of the periodical.
 6. The Licensor reserves the right at any time to withdraw from the Licensor's Platform any item or part of an item which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful, or otherwise objectionable.

§ 18 Responsibilities of the Licensor (Publishing Element)

The Licensor agrees to:

1. Inform Eligible Authors about the terms and conditions of the agreement and provide them with the necessary information to be able to make use of the agreement's benefits. In addition, Licensor will list the current Licensees on its Web Site as a beneficiary of the Open Access publishing provisions of this Agreement.
2. Verify the identity of submitting Corresponding Authors after the acceptance of the manuscript, via the affiliation stated in the manuscript, the email domain used for correspondence, or the ORCID of the author;
3. Ensure that Open Access Articles undergo the same standards of high-quality, rapid peer-review and production as other articles, whilst meeting the requirements of research funders requiring Open Access publication.
4. Deliver article metadata including article's DOI and open license information to CrossRef (and other relevant third parties on request) upon publication.
5. Use reasonable efforts to submit the Open Access Article (full text PDF) and its metadata (xml metadata) to relevant institutional or third-party repositories and databases upon publication; alternatively the Licensor might enable an automatic retrieval via an appropriate interface.
6. Make all published Open Access Articles perpetually available to anyone on its website at all times and on a twenty-four hour basis, save for routine maintenance, and to restore access as soon as possible in the event of an interruption or suspension of the service. Licensor will ensure that the server(s) used has adequate capacity and bandwidth to support access to and use of Open Access Articles at a level commensurate with the

standards of availability for information services of similar scope operating via the World Wide Web.

7. Ensure archiving/digital preservation of the Open Access Articles (e.g. via Portico or CLOCKSS).
8. Provide half-yearly reports listing the total number of articles published in conformity with this Agreement to the Consortium Leader (and on request to a Licensee). The report shall include the time span of the preceding 6 months and shall be delivered no later than 31 July or 31 January, respectively. This report shall be provided both in machine readable form in a structured format, such as comma separated value file format (.csv), and in human readable format and shall include the following details:
 - Name of the publisher
 - Time period covered
 - Bibliographic metadata on journal level (journal title, journal abbreviation, journal ISSN, volume, issue)
 - Bibliographic metadata on article level (DOI, article title, CC license type)
 - Eligible Author / Corresponding Author (incl. ORCID when available)
 - Names of other contributors / co-authors
 - Name of institution of Eligible Author (incl. ROR-ID when available)
 - Relevant dates (submission date, acceptance date, publication date)

The report shall also list the articles for which an Eligible Author has chosen to opt-out from open access publication and which subsequently have been published under the subscription model.

9. Add funding acknowledgements to the Open Access Article and its metadata on request of an Eligible Author.
10. In the event that a submitting Corresponding Author has not been identified or not been identified correctly as an Eligible Author, the Licensor will:
 - a. If the article was published under the subscription model, facilitate retroactive conversion of such article to an Open Access article on written request from a Corresponding Author or a Licensee (subject to the Corresponding Authors' consent). Such written request needs to be made within 12 months of publication of the article in question.
 - b. If the article was published as an Open Access Article and an Article Processing Charge (APC) was paid, offer a refund for the amount paid.

§ 19 Responsibilities of the Licensee (Publishing Element)

The Licensee agree to:

1. Use reasonable efforts to inform its Eligible Authors about the terms and conditions of this Agreement and provide them with the necessary information to be able to make use of the Agreement's benefits.
2. Provide the Consortium Leader with information assisting the Licensor in the identification of Eligible Authors. This might be: Internet Protocol (IP) addresses, e-mail domains, aliases of Licensees' names etc. The Consortium Leader will forward this information and all relevant updates to the Licensor.
3. Support the publisher in the verification of Eligible Authors as detailed in the Open Access Workflow in Schedule 4.
4. Report to the Consortium Leader or the Licensor of any anomalies after receipt of the half-yearly report by the Consortium Leader.

IN WITNESS the hands of the above parties:

Trans Tech Publications Ltd.

Technische Informationsbibliothek (TIB)

[Redacted Signature]

CEO

[Redacted Signature]

Director

SCHEDULE 1: TITLE LISTS

Table 1: Title List READING ELEMENT (Licensed Material)

| Title | eISSN | Period covered |
|--|------------|----------------|
| Advanced Engineering Forum (AEF) | 2234-991X | 2011-current |
| Advanced Materials Research (AMR) | 1662-8985 | 1994-current |
| Advances in Science and Technology (AST) | 1662-0356 | 2006-current |
| Applied Mechanics and Materials (AMM) | 1662-7482 | 2004-current |
| Constructions Technologies & Architecture (CTA) | 2674-1237 | 2022-current |
| Defect and Diffusion Forum (DDF) | 1662-9507 | 1967-current |
| Diffusion Foundations and Materials Applications (former Diffusion Foundations) (DFMA) | 22674-029X | 2014-current |
| International Journal of Engineering Research in Africa (JERA) | 1663-4144 | 2010-current |
| Journal of Biomimetics, Biomaterials and Biomedical Engineering (JBBBE) | 2296-9845 | 2008-current |
| Journal of Metastable and Nanocrystalline Materials (JMNM) | 2297-6620 | 1999-current |
| Journal of Nano Research (JNanoR) | 1661-9897 | 2008-current |
| Key Engineering Materials (KEM) | 1662-9795 | 1982-current |
| Materials Science Forum (MSF) | 1662-9752 | 1984-current |
| Nano Hybrids and Composites (former Nano Hybrids) (NHC) | 2297-3400 | 2012-current |
| Solid State Phenomena (SSP) | 1662-9779 | 1988-current |

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Additional Option:

E-Book-Series: Foundations of Materials Science and Engineering (FOMSE) currently 103 Volumes; ISSN: 2297-816X; <https://www.scientific.net/FoMSE>

Table 2: Title List PUBLISHING ELEMENT

| Title | eISSN | Publishing Services |
|--|------------|----------------------------|
| Advanced Engineering Forum (AMF) | 2234-991X | Research articles, Reviews |
| Advanced Materials Research (AMR) | 1662-8985 | Research articles, Reviews |
| Advances in Science and Technology (AST) | 1662-0356 | Conference papers |
| Applied Mechanics and Materials (AMM) | 1662-7482 | Research articles, Reviews |
| Constructions Technologies & Architecture (CTA) | 2674-1237 | Conference papers |
| Defect and Diffusion Forum (DDF) | 1662-9507 | Research articles, Reviews |
| Diffusion Foundations and Materials Applications (former Diffusion Foundations) (DFMA) | 22674-029X | Research articles, Reviews |
| International Journal of Engineering Research in Africa (JERA) | 1663-4144 | Research articles, Reviews |
| Journal of Biomimetics, Biomaterials and Biomedical Engineering (JBBBE) | 2296-9845 | Research articles, Reviews |
| Journal of Metastable and Nanocrystalline Materials (JMNM) | 2297-6620 | Research articles, Reviews |
| Journal of Nano Research (JNanoR) | 1661-9897 | Research articles, Reviews |
| Key Engineering Materials (KEM) | 1662-9795 | Research articles, Reviews |
| Materials Science Forum (MSF) | 1662-9752 | Research articles, Reviews |
| Nano Hybrids and Composites (former Nano Hybrids) (NHC) | 2297-3400 | Research articles, Reviews |
| Solid State Phenomena (SSP) | 1662-9779 | Research articles, Reviews |

| Gold OA-Title | eISSN | Publishing Services |
|--|-----------|----------------------------|
| Engineering Innovations (EI) | 2813-1002 | Research articles, Reviews |
| Engineering Chemistry (EC) | 2813-6535 | Research articles, Reviews |

SCHEDULE 2: PRICING MODEL

Pricing for database Scientific.Net: Materials Science and Engineering (“Read & Publish”)

The annual fee for each institution signing up for the consortium (“Licensee”) is based on the following tiering model:

Table 3: Pricing for Universities:

| Tier | FTE | Annual Fee | | |
|------|-----------------|------------|------|------|
| | | 2024 | 2025 | 2026 |
| 4 | ≤ 15.000 | ████ | ████ | ████ |
| 3 | 15.001 – 30.000 | ████ | ████ | ████ |
| 2 | 30.001 – 45.000 | ████ | ████ | ████ |
| 1 | ≥ 45.001 | ████ | ████ | ████ |

(all prices in EUR excl. VAT)

Table 4: Pricing for Research Organizations:

| Tier | Annual Fee | | |
|------------------|------------|------|------|
| | 2024 | 2025 | 2026 |
| All institutions | ████ | ████ | ████ |

(all prices in EUR excl. VAT)

Table 5: Pricing for Universities of Applied Sciences ((Fach-)Hochschule):

| Tier | FTE | Annual Fee | | |
|------|----------|------------|------|------|
| | | 2024 | 2025 | 2026 |
| 2 | ≤ 10.000 | ████ | ████ | ████ |
| 1 | ≥ 10.001 | ████ | ████ | ████ |

(all prices in EUR excl. VAT)

Licensees’ Fees will be split between Reading and Publishing based on the following mechanism:

- Reading Fee: Equals the annual fee paid in the consortium in 2023 under the subscription model (tiered)
- Publishing Fee: Surcharge for publishing services (tiered)

For the split between Reading and Publishing on the institutional level, see Schedule 3.

Pricing E-Book-Series FOMSE (Read only):

The one-time fee for each institution choosing to optionally license E-Books in the series FOMSE in the calendar year 2024 is as follows (pricing for consecutive years will be communicated to the Consortium Leader at the end of the previous year):

Table 6: Pricing for E-Book-Series FOMSE (2024):

| | Vol. 1-103 | Vol. 102 | Vol. 103 | Vol. 103 + Companion Solutions Manual |
|-----|------------|----------|----------|---------------------------------------|
| Fee | ████ | ████ | ████ | ████ |

(all prices in EUR excl. VAT)

SCHEDULE 3: LIST OF LICENSEES

[Redacted]

SCHEDULE 4: OPEN ACCESS WORKFLOW

The objective of this Schedule 4 is to set out the terms and conditions relating to the submission and publication workflow regarding Open Access publication services covered by the Agreement. The parties agree to collaborate to enhance the development of streamlined author identification and verification workflows, as well as efficient invoicing and reporting processes during the Agreement term. Any workflow revisions shall take into account current industry standards (for example the standards of the ESAC Initiative).

1. The parties agree that Licensor shall be responsible for the identification of Eligible Authors as part of the submission and publication process.
2. The Licensor's publishing workflow will use the date of submission to determine eligibility of an article under this Agreement. To benefit from the agreement, an article must be an Eligible Article and be submitted by the submitting Corresponding Author during the term of the Agreement.
3. The Licensor or Licensor's system will determine if a submitting Corresponding Author is an Eligible Author by using at least one of the following parameters:
 - a. Institutional affiliation as provided by the submitting Corresponding Author in the author workflow;
 - b. Institutional affiliation as stated in the submitted manuscript;
 - c. IP ranges provided by the Licensee;
 - d. E-mail domains and/or other information (aliases, acronyms) provided by the Licensee; and/or
 - e. Persistent identifier, such as ROR-ID, Ringgold, ORCID or other recognized institutional identifier as provided by the submitting Corresponding Author.
4. If identified as an Eligible Author, the submitting Corresponding Author will be offered the option to publish the article open access or under the subscription model, with the open access option being the default option. The Licensor will clearly indicate the agreement's benefits to the submitting Corresponding Author (including publication services at no charge to said author).
5. A dashboard provided by the Licensor ("organization tool") will allow Licensees to validate that the submitting Corresponding Author is affiliated with the Licensee and that the submitted article is covered by the Agreement. All necessary details will be shared with the Licensee including the name and affiliation of the submitting Corresponding Author (ideally with ORCID), article-level and journal-level metadata (such as DOI or E-ISSN) and date of submission. The Licensee will receive a notification via email with a request to validate a submitting Corresponding Author's eligibility on the platform. The Licensee will validate a submitting Corresponding Author's eligibility within seven (7) business days after receiving the validation request from the Licensor. For the avoidance of doubt, the Licensee can freely choose whether it wants to validate eligibility of authors or not.
6. Licensor will secure that the name or affiliation of the Corresponding Author as stated in the Open Access Article, and based on which Licensee verifies eligibility, will not change after approval through the Licensee. In case an author requests a change in name or affiliation, the Licensor, Licensee and original/submitting Corresponding Author need to approve of the change in writing.
7. If a submitting Corresponding Author, who is an Eligible Author,
 - a. has not actively chosen to opt-out of the open access option
 - b. has been validated by a Licensee as an Eligible Author; and
 - c. has received notification of acceptance for publication of the submitted article,the article shall be published as an Open Access Article within six (6) months after acceptance, subject to the conditions and process set forth in this Agreement, and with the authors of such article retaining their copyright.

8. In the event that an Eligible Author is not identified or not identified correctly within the workflow set forth herein, and the article in question has not been published more than twelve (12) months prior and during the term of the agreement, the Licensor will contact the submitting Corresponding Author and offer the following option:
 - a. If the article has been published under the subscription model, the Licensor will retroactively convert the article to open access free of charge.
 - b. If the article has been published under the open access model and an article processing charge (APC) has been paid, offer a full refund to the person or institution, who has paid the APC.