

DOE ALLIANCE CONSORTIUM



**American Chemical Society
Publications Division
READ & PUBLISH PROGRAM AGREEMENT**

This Read & Publish Program Agreement (“Agreement”) is effective as of the date of last signature below and is made by and between the American Chemical Society (“ACS”), a federally chartered nonprofit located at 1155 16th Street NW, Washington DC 20036, and the Contractors or Contractor of the U.S. Department of Energy, Integrated Contractor Purchasing Team (“DOE ICPT”) through Basic Ordering Agreement AGR-2022-22103 (see attached Appendix A) Contractor or Contractors, (hereinafter the “Institution”) (ACS and the respective Institution are hereinafter the “Parties”). The Parties hereby attach this Agreement to the aforementioned Basic Ordering Agreement AGR-2022-22103.

Whereas, Institution has access to certain ACS products and services under an Online Products Institutional Access Agreement entered between ACS and Institution (DOE Alliance Consortium, 10008138, attached Appendix B), which as of the date of signing of this Agreement continues to be in effect, and

Whereas, Institution wishes to participate in ACS’s Read & Publish program, and ACS agrees to Institution’s participation, subject to the terms and conditions of this Agreement,

Now, therefore, the Parties hereby agree as follows:

a. Read & Publish Program: ACS’s Read & Publish program is specifically designed for the Institution to facilitate the immediate open availability of its ACS published articles on the Web at the time of online publication. Regarding the terms and conditions governing the open availability and use of such articles, the Institution will designate either the Creative Commons CC-BY license, the Creative Commons CC-BY-NC-ND license, or the Author Selection choice, at the time of the Read & Publish account activation. The Author Selection choice allows for the author to select at the time of acceptance of the article which Creative Commons license (CC-BY or CC-BY-NC-ND) will control the open availability and use of his or her article.

Institution agrees to pay ACS the agreed-upon amount (OA Fee) as set forth in a quote provided to Institution by ACS. ACS reserves the right to discontinue Institution’s participation in the Read & Publish and to terminate this Agreement in the event Institution fails to pay all fees in accordance with the appropriate ACS invoice.

Institution hereby acknowledges and agrees that the Read & Publish program is based upon and directly tied to the continued subscription by Institution to ACS Web Editions journals through the current Online Products Institutional Access Agreement. Discontinuation of the aforesaid subscription or termination of the access agreement, for whatever reason, shall also terminate the Read & Publish agreement between ACS and Institution. Capitalized terms not defined herein shall mean the same as in the Online Products Institutional Access Agreement, Appendix A and/or Appendix B, as applicable.

b. Qualifying Authors: Corresponding authors submitting articles for publication by ACS qualify to have their articles published under the Agreement, for the respective journal article, if all the following conditions are met **at the time of submission** of the article:

- 1) corresponding author must be identified as the individual who is to communicate with ACS through the peer review process,
- 2) corresponding author must be an Authorized User, as such term is defined in the

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Agreement,

3) corresponding author must indicate affiliation to Institution by identifying the Institution via a provided dropdown menu during the online manuscript submission process.

It is highly recommended for ease of identification and administrative matters that corresponding authors utilize during the manuscript submission process a current email address extension that is directly associated to the Institution.

Corresponding authors meeting all the aforementioned criteria are hereinafter referred to as “**Qualifying Authors.**” For clarity, the term qualifying author as used herein means the author handling the manuscript submission and correspondence during the publication process, who has the authority to act on behalf of all co-authors regarding publication of the manuscript.

c. Tokens: Hereunder, ACS shall grant Institution Read & Publish tokens ("Tokens") as agreed upon between ACS and the Institution. Depending on what is agreed, the Token count may cover a limited amount of article publication in open access, 100% of article publication (estimated based on the publishing average of the Institution over the past three years), or unlimited publication regardless of Institution’s publishing growth throughout the term of the Agreement.

Institution agrees that Tokens have no redeemable monetary value. For clarity, in the event of Agreement termination, unused Tokens will not be refunded as a sales credit or otherwise. Tokens expire 12 months after the expiration or termination of the above-referenced BOA. Any Tokens remaining after expiration or termination of the BOA may be used retroactively for articles published in previous years.

For each article published under the Read & Publish program, one (1) Token will be considered used. Tokens can be used for publication in all ACS journals, including the hybrid journals and all gold open access journals, but cannot be used for eBooks. Articles that are additions or corrections or editorials are also not eligible under the Agreement. Once the total number of Tokens granted has been used, an Institution with a capped amount of Tokens may purchase additional Tokens at its discretion. Otherwise, Open Access will revert to direct payment of a fee by the Qualifying Author for publication of such author’s article(s) under open access conditions, and such policy shall be in accordance with the ACS Open Access publishing program options. For clarity, Parties acknowledge that a Qualifying Author, despite the availability of the Agreement, has the option to direct the ACS to publish the article via ACS’s subscription model.

d. Workflow: Institution understands that the process flow for the Agreement is systematized through the Copyright Clearance Center (CCC). Any changes to the workflow must be communicated upfront at least 180 days prior the change or as soon as reasonably possible. ACS will reasonably take into consideration any feedback of the Grantees to the workflow and may be, solely at ACS’s discretion, incorporated. Accordingly,

- 1) Institution will have ACS Open Access Token account with the CCC.
- 2) A Qualifying Author—whose Institution affiliation has been identified at the time of manuscript submission—will be offered the Open Access option during acceptance of the manuscript if Institution has available Tokens. If the Qualifying Author selects such option, then the author will be directed to the CCC for requesting their article be processed as part of the Agreement.
- 3) Simultaneously, an email providing notice will be sent to the Institution designated administrator who will be required to approve or reject Open Access publication of the article.

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- 4) Once approved, a Token will be debited from the Institution’s Agreement balance. Tokens are used on a first ordered, first approved basis.
- 5) The CCC shall notify Qualifying Authors of the Open Access funding status of their article(s)
- 6) The designated CC-BY or CC-BY-NC-ND, license, (whether designated by Institution or the author) will control third-party access to and use of the final published article as configured in the CCC OA agreement profile.

e. Definitive Articles of Record: All ACS articles published under Agreement as maintained on the ACS website represent the definitive articles of record. Articles (unless identical copies of the most current definitive articles of record) posted to or displayed by institutional repositories or non-ACS websites are without warranty from ACS of any kind, either expressed or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, or non-infringement. In no event shall ACS be liable for any loss or damage arising out of or in connection with the use or performance of information contained in articles posted or displayed on institutional repositories or non-ACS websites.

f. Reports: Token balance and reports tracking articles published under the Agreement will be available through self-service reporting tools provided in the Institution’s designated administrator’s view in the CCC’s ACS Open Access program webpages. Information supplied will include Qualifying Author, Institution, ORCID ID (if supplied by the author), article title, DOI, journal, and Token date.

g. General: ACS is not liable for any article not made open by ACS for an author who does not provide to ACS, during the manuscript submission process, the applicable name of the Institution and the recommended Institution email address, or otherwise does not meet at the time of submission the aforementioned criteria of a Qualifying Author[s].

This Agreement sets forth the entire understanding of the Parties regarding the subject matter hereof and, except as provided herein, may not be modified without the express written consent of both Parties.

Signing this Agreement constitutes acceptance by Institution of the terms and conditions contained herein. Institution warrants that it has read and understands this Agreement.

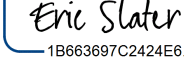
Grantee: Alliance for Sustainable Energy, LLC on behalf of the DOE ICPT

Authorized Signature: /Sam J. Barkley/

Print name of Authorizing Person: Sam J. Barkley, Patent Counsel, Authorized Signatory for Alliance for Sustainable Energy, LLC.

Date: 05Nov2024

Grantor: American Chemical Society

Authorized Signature:  Eric Slater
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Print name of Authorizing Person: Eric Slater

Date: 11/14/2024