

AMENDMENT TO READ AND PUBLISH AGREEMENT

Amendment to Wiley Internal Number 11073.1 as of January 1, 2023 to the Read and Publish Agreement Wiley Internal Number dated January 1, 2022 (the "Read and Publish Agreement"), between John Wiley & Sons, Inc., a New York corporation, and its affiliates Wiley Periodicals LLC, John Wiley & Sons, Ltd, John Wiley & Sons Australia, Ltd, Wiley-VCH GmbH, John Wiley & Sons A/S, and Hindawi Limited ("Hindawi") (collectively "Wiley"), and U.S. Department of Energy ("DOE") Integrated Contractor Purchasing Team (hereinafter "DOE ICPT") (the "Customer").

In signing this Amendment, the parties agree that the following terms shall amend and supersede the terms of said Read and Publish Agreement as follows:

1. Effective January 1, 2023, the Read and Publish Agreement is amended, as follows:
2. "Wiley" is now defined as John Wiley & Sons, Inc., a New York corporation, and its affiliates Wiley Periodicals LLC, John Wiley & Sons, Ltd, John Wiley & Sons Australia, Ltd, Wiley-VCH GmbH, John Wiley & Sons A/S, and Hindawi Limited ("Hindawi").
3. All instances of the term "WOAD" are hereby substituted by "Dashboard".
4. The following Subsections of Section 1. "DEFINITIONS" are hereby deleted and replaced as follows:
 - 1.2. **Article Entitlement** means the maximum number of Eligible Articles that may be published in Gold Journals and in Hybrid Journals on an open access basis as specified in Section 5.1. ("Access & Publishing Fees.") and Appendix A.
 - 1.7. Eligible Article(s) means
 - 1.7.a primary research and review articles, including but not limited to articles classified by Wiley as Case Study, Commentary, Data Article, Education, Lecture, Method and Protocol, Perspective, Practice and Policy, Rapid Publication, Research Article, Review Article, Short Communication, and Technical Note (an illustrative list is set forth in Appendix A.1, which Wiley is permitted to update from time to time).
 - 1.7.b. authored by Eligible Authors; and
 - 1.7.c. accepted from January 1, 2022 up to December 31, 2026 for open access publication in a journal that is a Hybrid Journal (i.e., a Hybrid Journal as of the date of acceptance of the article) or Gold Journal (i.e., a Gold Journal as of the date of submission of the article) (the "Publishing Right Period").
 - 1.8. Eligible Author(s) means authors:
 - 1.8.a who are affiliated with a Customer where the research was conducted, i.e., students enrolled at or accredited to the Customer or who are teaching and research staff employed by the Customer (such affiliation is not necessary at all points in the research process);
 - 1.8.b. who are designated as the responsible corresponding author within Wiley's submission system and Author Services platform. For the avoidance of doubt, in the case of multiple corresponding authors being identified on the version of record, it is the author designated as the responsible corresponding author who is the Eligible Author (and such responsible corresponding author is not required to appear as the first author);
 - 1.8.c. for whom a Member Institution has confirmed the author's affiliation pursuant to Section 3; and
 - 1.8.d. who have signed one of the then-current open access publishing agreements used by Wiley to publish an article under an open access license in one of the Hybrid Journals or Gold Journals.
 - 1.9. **Gold Journals** means the open access journals published by the Wiley affiliates identified in the preamble above except for Hindawi, and as to Hindawi, the open access journals owned by Hindawi, that offer authors only the option to publish articles on an open-access basis.
 - 1.12. **Intellectual Property Rights** means, without limitation, patents, trademarks, trade names, design rights, copyright (including rights in computer software), database rights, rights in know-how and other intellectual property rights, in each case whether registered or unregistered, which may subsist anywhere in the world. The Licensed Electronic Products are solely for the personal, non-commercial use of the Authorized Users.
 - 1.18. **Dashboard** means the automated system (e.g., Oable, WOAD, Dashboard, or any successor thereto) designated by Wiley, including all products, services and features offered via the Dashboard, that enable the Customer to manage its WOAA.
5. Section 1.19 is hereby added to Section 1. "DEFINITIONS" as follows:
 - 1.19. **Author Services** means the platform (or any successor thereto) designated by Wiley, which may include an author account, services, and features, and provided to authors publishing articles in a Wiley journal.

6. Section 3.1. is hereby deleted and replaced as follows:
- 3.1. **Publishing Right.** Wiley agrees, during the Publishing Right Period, in accordance with the terms set forth in Sections 3 and 5, and subject to the Article Entitlement, to publish Eligible Articles open access as requested by Eligible Authors in the Hybrid Journals and Gold Journals. Wiley maintains up-to-date, publicly available, online lists of the applicable journals and the APCs, as described in Appendix A; the online lists govern the journals covered by the Read and Publish Agreement. The Parties agree the APCs are based on the services and value provided by the journal in which such articles are published. Wiley is permitted to change the applicable journals and the APCs from time to time (e.g., including but not limited to where there are adjustments to Wiley’s portfolio of journals, Hybrid Journals transition to fully open access journals (i.e., Gold Journals), price changes, etc.).

7. Section 4. TERMS AND CONDITIONS OF USE OF WILEY ONLINE LIBRARY, ELECTRONIC PRODUCTS, WOAA, AND DASHBOARD

The restrictions of use as applied to Wiley Online Library, the Electronic Products, WOAA, and/or the Dashboard in Sections 4.3 and 4.5 of the Read and Publish Agreement are hereby amended to extend to Author Services.

8. Section 5.1. is hereby deleted and replaced as follows:

5.1. **Access & Publishing Fees.**

- 5.1.a. Wiley and the DOE-ICPT wish to provide a Publishing Right for certain Member Institutions.
- 5.1.b. To participate in this Publishing Right, Member Institutions must agree in writing by executing the Sign-up Letter, which will include Appendices A and A.1 specific to the Member Institution (and such Member Institutions are referred to herein as “Publishing Right Member Institutions”).
- 5.1.c. Publishing Right Member Institutions will pay a single, annual, non-refundable commitment fee for the Access Right for the Licensed Electronic Products granted under Appendix B and for the Publishing Right during each Contract Year as specified in the Access and Publishing Right Table set forth in Appendix A (the “Annual Access & Publishing Fee”).
- 5.1.d. Publishing Right Member Institutions will pay the Annual Access & Publishing Fee in accordance with the relevant invoice. The allocation of the Article Entitlement for the Customer is set forth in Appendix A. Publishing Right Member Institutions are not permitted to specify the proportion of the Article Entitlement per journal type. Nothing should be assumed from the single fee applied for access and publishing rights. The Article Entitlement for each Contract Year does not roll over into a subsequent Contract Year and expires at the end of final Contract Year.
- 5.1.e. If the Article Entitlement is exceeded in any year, any Publishing Right Member Institutions, or the Consortium, acting on behalf of the Publishing Right Member Institutions, may choose an author-pays route. Customer must notify Wiley through the online form provided. If Wiley in its discretion accepts the request, Wiley will implement an author-pays route with an APC discount of **10%** on any overage.
- 5.1.d. Funding requests are approved by the Publishing Right Member Institutions:
- 5.1.d.i. on acceptance of the article for Hybrid Journals, and
- 5.1.d.ii. on submission of the article for Gold Journals.

9. Section 5.2. is hereby deleted.

10. Section 6. MUTUAL OBLIGATIONS

The Publishing Right Member Institutions obligations applied to Wiley Online Library, the Licensed Electronic Products, WOAA are hereby amended to extend to Author Services.

11. Section 8.3 is hereby amended to read as follows:

- 8.3. Either party may terminate this Read and Publish Agreement if the other party materially breaches its obligations under this Read and Publish Agreement and fails to cure such material breach, provided that
- 8.3.a. the non-breaching party will give written notice of its intention to terminate and will allow the breaching party 60 days after receipt of such notice to remedy the breach, and
- 8.3.b. where Consortium seeks to terminate due to a material breach by Wiley that is not cured, Consortium may terminate only as to the Customer materially affected by the breach and the Read and Publish Agreement will remain in effect for the Consortium and all other Customers.

12. Section 9. WARRANTY AND DISCLAIMERS

The disclaimers established in Sections 9.2., and 9.3.,” are hereby extended to cover Author Services, WOAA, and Dashboard.

13. The parties replace Appendix A.1. with Appendix A.1. as attached hereto and agree to the fees as set forth therein.
14. Schedule 1: CUSTOMER INFORMATION FOR PARTICIPATING DOE ICPT MEMBERS is hereby amended as attached.
15. This Amendment will be deemed effective as of January 1, 2023. Except as set forth in this Amendment, all terms and conditions of the Read and Publish Agreement remain in full force and effect.
16. Defined terms not defined in this Amendment have the meanings set forth in the Read and Publish Agreement.

Except as provided by the Amendment herein stated, all terms and conditions of the Read and Publish Agreement shall remain in full force and effect.

AGREED AND ACCEPTED


John Wiley & Sons Inc.

Signature:

Name:

Title:

Date:


Jay Flynn
Executive Vice President and GM
29 November 2022

U.S. Department of Energy ("DOE") Integrated Contractor Purchasing Team
(hereinafter "DOE ICPT")

Signature:

Name:

Title:

Date:

/Sam J. Barkley/
Sam J. Barkley, Ph.D.
Patent Counsel and Authorized Signatory for Alliance for Sustainable Energy, LLC.
12Dec2022

APPENDIX A: PUBLISHING RIGHT

Customer: U.S. Department of Energy ("DOE") Integrated Contractor Purchasing Team ("DOE ICPT")

Applicable Gold and Hybrid Journals, and Corresponding APCs, for the Publishing Right

Wiley maintains up-to-date, publicly available, online lists of Gold Journals and Hybrid Journals, and the APCs for each, which are available as follows:

- The complete list of titles of Hybrid Journals is available at <https://authorservices.wiley.com/asset/Wiley-Journal-APCs-OnlineOpen.xlsx>
- The complete list of titles of Gold Journals is available at <https://authorservices.wiley.com/asset/Wiley-Journal-APCs-Open-Access.xlsx>; and at <https://www.hindawi.com/journals/>.

Wiley may change the URLs at its sole discretion. These lists govern the journals covered by this Read and Publish Agreement.

Allocation of Article Entitlement by Customer

The detailed Allocation for the Publishing Right, Member Institutions will be included in each Member's Sign-up Letter.

		Hybrid Journal
Abstract	Abstracts published as articles, either individually, under sections, or as an entire collection from a conference, and materials related to them, such as Introductions, Author Indices etc.	N
Announcement	Sharing factual information or acknowledgements from the journal or its owners that is not dissemination of knowledge, research, or opinion.	N
Career and Management	Article relating to career development or managing a practice or people or small business for practitioners.	N
Case Study	Detailed report or presentation of the symptoms, signs, diagnosis, treatment, and follow-up of an individual patient or selected disease indications. Usually describes an unusual or novel occurrence or has substantial learning value for readers.	Y
Classification	Classification articles include Rating Scales and other non-eligible article types which do not participate in Author Services.	N
Commentary	Expert opinion from one or more people (who may agree or disagree) on a published work, current understanding/status of an area, or how practice should be undertaken. Generally with references.	Y
Correction	To correct an error or omission in an article, where no ethical concerns have been detected or reported, and the conclusions of the study remain intact	N
Correspondence	A letter, or response to a letter, sent to the journal to raise a point of interest, discuss a difference of opinion or encourage participation	N
Data Article	Detailed description of a dataset and its creation, with the data included in machine-readable format, that enables others to make use of the data. No research done with the data is included.	Y
Editorial	To convey an opinion, or overview of an issue, by the Editor or someone invited by the editor	N
Education	Educational piece that explains a subject, method or current thinking to enable others to understand and/or use it. Does not present new research/findings. May also elicit reflection or test knowledge or thinking, and be linked to professional certification	Y
Events	A curated list of relevant upcoming events in the field of interest of the journal and its readers	N
Index	A list of the contents of an issue, volume, future issue plans	N
Introduction	A introduction to an issue, which may introduce the theme, or highlight selected articles, or preview the full contents of the issue	N
Lecture	Transcript or summary of a speech given at a conference, symposium, workshop or similar, usually an invited speech, given by a recognised expert, an award winner, or elected society officer.	Y
Media Review	Short review on the usefulness/quality of one or more books or other media, to aid readers in decision-making	N
Meeting Report	Summary of developments presented at a meeting, relying largely on the works presented at the meeting, rather than being fully referenced accounts of a field.	N
Method and Protocol	Procedural method in the design and implementation of an experiment or study	Y
News	External factual information to keep readers up to date with events	N
Obituary	Celebration of the life of a deceased researcher of significance, by giving an account of the work and influence of that individual.	N
Opinion	An opinionated, subjective piece by one or more experts, (who may agree or disagree) on a topic or publication.	N

Perspective	Personal opinion on a topic, often with a novel/imaginative approach to a provocative question, with an engaging though rigorous investigation that enhances the understanding of the subject, including new developments, and moderate referencing	Y
Practice and Policy	Public statement of what a representative group of experts agree to be evidence-based and state-of-the-art knowledge on an aspect of practice/policy.	Y
Profile	Life story of a person significant to the field.	N
Rapid Publication	Report of a key new research finding that needs/merits fast dissemination, and so is expedited.	Y
Research Article	Reports of original research, with methods, findings and conclusions.	Y
Retraction or Concern	Flags or warnings to readers in escalating levels, from Notifications (to acknowledge an issue but to indicate no further action), through Expressions of Concern (to indicate problems cannot be resolved and that caution may be needed), to Retractions and	N
Review Article	Overview of developments in fields or the current lines of thought. Synthesizes multiple sources of information and has long list of references. Emphasis is more factual and less on opinion.	Y
Short Communication	Brief observations and research reports in a concise format.	Y
Technical Note	Extensions or updates to previously published research, reporting additional controls; projects that did not yield publishable results but represent valuable information regarding protocol and data collection; additions to established tools, experimental or computational methods; description of a database; null results and orphan data; data management plans; description of a specific development, technique or procedure, or a modification of an existing technique, procedure or device; new algorithm or computational method, new experimental method, improved version of an experimental protocol or computational approach, new implementation of an existing algorithm...	Y

APPENDIX B: JOURNALS – The Database

Customer: U.S. Department of Energy ("DOE") Integrated Contractor Purchasing Team ("DOE ICPT")

The Database will comprise all subscription-based journal titles published on Wiley Online Library (or any platform designated by Wiley) including titles previously excluded from collections, transfer titles and newly launched journals.

1. **Title List:** The complete list of titles included in the Database is available at https://onlinelibrary.wiley.com/pb-assets/PriceLists/Database_Model_Journal_List.pdf.
 - 1.1. The titles British Journal of Radiology (BJR) and Dentomaxillofacial Radiology (DMFR) may be accessed via <https://www.birpublications.org/action/showLogin>. Usage statistics may be obtained via <https://www.birpublications.org/page/usagedata>. Wiley may change the URLs at its sole discretion.
2. **Access:** The subscription will entitle the Customer to online access to the electronic files of all content published in the journals that comprise the Database during the term of the subscription and retrospective content, generally back to 1997, depending on the start date of online publishing by Wiley. Retrospective content for BJR and DMFR is provided back to 2009. For the avoidance of doubt, this does not include any material included in Backfiles for the same journals.
3. **Perpetual Access:** Upon termination of this Read and Publish Agreement, Wiley will provide the Customer with perpetual access to the electronic files of all content published in the journals that comprise the Database during the term of the subscription, where Wiley has the rights to deliver this. For the avoidance of doubt, the Customer will retain perpetual access rights to current electronic files and retrospective content, generally back to 1997, for any journals in which the Customer currently has such rights. Retrospective content for BJR and DMFR is provided back to 2009. No perpetual access rights are provided under this Appendix B for any material included in Backfiles for the same journals.
4. **Journal Database Fees:** The Database Fee is included in the Annual Access & Publishing Fee per Contract Year as listed in Section 5.1. of the Read and Publish Agreement and Appendix A, if applicable.
 - 4.1. The Annual Access & Publishing Fee in a subsequent Contract Year may change if there is a material change to the number and value of the journal titles included in the Database.
 - 4.2. Wiley will submit to the Customer by September 1 of Contract Years 1 and 2 a list of the online editions of all journals in the Database that will be made available on Wiley Online Library (or any successor platform) in the following year including all confirmed new and transfer journal titles. For journal titles that are transferred out of the Database, Wiley will use all reasonable efforts to comply with the Transfer Code of Practice or to the then-prevailing industry standard.
 - 4.3. In the event of a material change as described above, the parties shall negotiate in good faith an appropriate amount as a fair compensation for such material change.
5. **Subscriptions to Journals not included in the Database:** The Customer may subscribe to journals not included in the Database by placing orders directly via Wiley's Journal Customer Service Department at cs-journals@wiley.com or via a subscription agent. These subscriptions will not be covered by the terms of this Read and Publish Agreement.
6. **Print Subscription Pricing:** The Customer can purchase print subscriptions to journals in the Database to which the Customer subscribes at a deeply discounted rate at the prevailing rate. This does not apply to:
 - 6.1. Titles published in e-only format by Wiley.
 - 6.2. Titles for which print subscriptions are only available through a Print-on-Demand option. Print on Demand subscriptions are not eligible for any discount.
 - 6.3. Print subscriptions should be ordered directly via the Wiley Customer Services department, or through an agent.

DOE ICPT MEMBER INSTITUTION SIGN-UP LETTER

Member Institutions will return a signed copy of this Letter to Wiley or to the DOE ICPT Agreement Administrator who will forward a copy to the Wiley Account Manager.

Date: January 1, 2023

WILEY Attn: Gina McCue-Helton Regional Sales Director 111 River Street Hoboken, NJ 07030 E-mail:	DOE ICPT Member Institution Attn: Phone: E-mail:
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Dear DOE ICPT and Wiley:

We have read and agree to participate as an individual instance of "Customer" and to be individually responsible for compliance with all of the Terms and Conditions of the attached READ AND PUBLISH MASTER AGREEMENT dated January 1, 2022 and amended on January 1, 2023, between us and Wiley, and to be individually responsible for complying with the terms and conditions of this Read and Publish Agreement and for the specific pricing information for this Member Institution in the attached Appendices.

AGREED AND ACCEPTED

[Member Legal Name] , a bona fide member in good standing of the **DOE ICPT**

Authorized Signature: _____

Signatory Name: _____

Signatory Title: _____

Date: _____