

AMERICAN PHYSICAL SOCIETY
Consortium License Agreement
(Administrator)

This Agreement is between the American Physical Society, herein known as (“Publisher”), located at One Physics Ellipse, College Park, MD 20740, USA

and

Consorti de Serveis Universitaris de Catalunya (“Licensee”), located at Gran Capità, 2-4 (Edifici Nexus), 3rd Floor, Office 301, 08034 Barcelona, Spain, and whose contact details are included in Schedule 3, participating as administrator and acting on behalf of its member institutions (“Members”), included in Schedule 4.

The Licensee warrants that it is authorized to act on behalf of its Members with regard to this Agreement and stipulates all terms and conditions of this Agreement are accepted by the Members, who acknowledge they are individually responsible for enforcing the terms and conditions set forth herein.

1. The Publisher agrees that the Licensee may grant their Authorized Users (defined in Schedule 1) electronic access to the Publisher’s Licensed Materials listed in Schedule 2 (“Licensed Materials”).
2. The Members will access the Licensed Materials via the IP addresses set out in Schedule 4 or via IP addresses previously supplied to the Publisher.
3. This License is subject to the Publisher’s Terms and Conditions, which are set out in Schedule 1.
4. Any amendments to the Publisher’s Terms and Conditions must be in writing and signed by both parties.
5. The Licensee shall not assign or transfer its right to access to the Licensed Materials to any other institution, organization, or person.
6. The Licensed Materials and their contents, including abstracts, are owned and copyrighted by the American Physical Society. This material is subject to all applicable copyright and database protection and other rights of the stated owner and publisher under the laws of the United States and other countries. Copyright notices in the Licensed Materials and its articles may not be removed, obscured, or modified in any way. Authorized Users shall claim no ownership by reason of use or access. ALL RIGHTS RESERVED.

Schedule 1: Publisher Terms and Conditions

1. AUTHORIZED USERS

The Publisher grants the Licensee and its Authorized Users online access to the Licensed Materials listed in Schedule 2. This grant extends only to the Licensee and its Authorized Users and may not be transferred or extended to others. For purposes of this Agreement, an “Authorized User” is any individual who is an employee, faculty staff, or student officially affiliated with the Licensee and persons with legal access to the Licensee’s collections and facilities on site. Authorized Users may be persons remote from the Licensee’s physical location whose access is administered from the Licensee’s site or campus. This Agreement extends only to the Licensee and such Authorized Users and may not be transferred or extended.

2. IP ADDRESSES

The Licensee shall be identified and authenticated by their Internet Protocol addresses or ranges (IPs) as indicated in Schedule 4. The Licensee is responsible for providing IPs to the Publisher, and for managing expired or inaccurate IPs associated with the Licensee’s account. Publisher will only accept IPs owned by or for the sole use of the subscriber. All IPs are subject to review and approval by the Publisher technical staff. Publisher reserves the right to reject any IPs failing to fulfill these criteria. Licensee shall use reasonable efforts to prevent access by unauthorized individuals to its authorized IPs, and terminate any unauthorized access of which it has actual notice or knowledge. Publisher does not allow IP sharing across multiple institutions or accounts. Licensee shall not share IPs with unauthorized users for access to the Licensed Materials. Licensee shall at all times use commercially reasonable efforts to use the Licensed Materials in a secure environment and provide adequate protection for and have in place appropriate security policies, procedures, access control methodologies and network protection techniques to safeguard access to the Licensed Materials.

3. PERMITTED USE

- a. The Authorized Users are permitted online access to the Licensed Materials listed in Schedule 2, and may download, save, or print text, search results, or other information from the Licensed Materials solely for their private use or research and may only use this online access in a way that conforms with all applicable laws and regulations.
- b. The Licensee may include articles from the Licensed Materials in coursepacks in print or digital form for distribution to Authorized Users for their use in connection with classroom instruction or in reserves (print

or digital), which are to be deleted by the Licensee after the end of the semester in which the related course concludes.

- c. The Publisher grants the Licensee and Authorized Users permission to use brief quotations from the content of the online Licensed Materials with the customary acknowledgment of the source, and to copy and transmit content from individual articles in “person-to-person” and non-systematic scholarly exchanges of information between Authorized Users and specific individuals.
- d. Interlibrary Loan: Individual articles contained in the Licensed Materials may be supplied to another library, provided the electronic file is deleted immediately after printing, for the purpose of research or private study and not for commercial use.
- e. The Licensee agrees that use of the Licensed Materials by Authorized Users other than indicated above is a violation of the terms of this Agreement. Any other use of the Licensed Materials requires the written permission of the copyright holder.

4. USAGE STATISTICS

COUNTER-compliant usage reports are available via the APS Platform. Licensee can register at <http://counter.aps.org/>. For more information, visit the APS Journals-Librarians Portal at <http://librarians.aps.org/> or contact help@aps.org for assistance.

5. PROHIBITIONS ON CERTAIN USE

- a. The Licensee shall not knowingly permit anyone other than Authorized Users to use the Licensed Materials. Altering, recompiling, systematic or programmatic copying, reselling, redistributing, publishing or republishing (beyond the uses permitted under Section 3) of any journal text, output, search result, or other information from the Licensed Materials, or any portion thereof, including without limitation, copyright, proprietary and/or other legal notices contained therein, in any form or medium is prohibited.
- b. Systematic or programmatic downloading of the Licensed Materials (for example, downloading entire journal issues), service bureau redistribution services, printing for fee-for-service purposes and/or the systematic making of print or electronic copies of individual titles for transmission to persons other than Authorized Users are prohibited. Downloading portions of the Licensed Materials for the purpose of creating systematic and persistent local copies (not including transient, dynamic caches of individually requested material) for redistribution is prohibited.

- c. All rights not expressly granted herein are reserved to the stated Publisher of the Licensed Materials. The Authorized Users may not circumvent the Publisher access control systems or use Publisher systems or services to make an attempt to gain unauthorized access to any other system or network.
- d. Authorized Users shall not redistribute the Licensed Materials or any article therein to a country to which export is prohibited by U.S. law or regulation.

6. FEES, PAYMENT AND TERM

The Licensee agrees to maintain all historical subscriptions for the duration of the Agreement, and to pay the required Consortia Access Fees and/or Site Fees, which are detailed in Schedule 3 and are subject to the Publisher's annual price increase for the Subscribed Licensed Content. The exception is as follows:

- a. The Licensee can convert from 'print plus online' subscriptions to 'online-only' subscriptions

Upon payment, the Publisher will provide online access to all of the Licensed Materials listed on Schedule 2. The fee is payable within 30 days of receipt of an invoice.

The Licensee is responsible for all applicable taxes and fees arising from or related to the use of the Licensed Materials as required by any national, state, provincial, or local jurisdiction to which the Licensee is subject including, without limitation, service taxes.

The Publisher's prices reflect current and future APS Open Access initiatives and no further price adjustments will be made during the term of this agreement. Only the following adjustments may be made:

- a. The print copy of any journal received by a given Institution may be added for a percentage of the subscription price for that title, plus mailing cost (if applicable). For Print Add On Prices:
<http://librarians.aps.org/institutional.html>
- b. A new title, not initially included in the Licensed Materials listed in Schedule 2, may be added to this Agreement at any time, at a price to be agreed upon by the Publisher and Licensee.
- c. If any journal in Schedule 2 ceases publication or is withdrawn by the Publisher from the APS Platform, or if the Publisher is unable to provide continued access to any title during the term of this Agreement, the

Licensee's annual subscription payments and/or joining fee may be adjusted by agreement between the Publisher and the Licensee.

The Licensee agrees that, with the exceptions listed above, there will be no other reductions in the total price of this License Agreement for the duration of this Agreement.

The term of this Agreement is January 1, 2024 to December 31, 2024.

7. ARCHIVAL RIGHTS

The Publisher will use reasonable efforts to maintain an archive of its entire electronic journal content. In particular, the Publisher maintains three complete and continuously updated mirror sites for all of its content from the present back to 1893, distributed widely across the United States, and also deposits the full Publisher's content with Portico.

The archived Licensed Materials are produced by the Publisher as a PDF collection of all articles published each year. The files, distributed on CD-ROMs, can be purchased and mounted on the Licensee's local server. The use of the archived Licensed Materials remains subject to the terms and conditions of this Agreement.

8. LICENSEE WARRANTIES

- a. Subject to applicable law, the Licensee agrees to indemnify, defend and hold the Publisher harmless from and against any loss, damage, costs, liability and expenses (including reasonable legal and professional fees) arising out of any claim or legal action taken against the Publisher related to or in any way connected with any use of the Licensed Materials by the Licensee or Authorized Users or any failure by the Licensee to perform its obligations in relation to this Agreement, provided that nothing in this Agreement shall make the Licensee liable for breach of the terms of the Agreement by any authorized user provided that the Licensee did not cause, knowingly assist or condone the continuation of such breach to continue after becoming aware of an actual breach having occurred.
- b. The Licensee shall:
 1. use reasonable efforts to ensure that all Authorized Users are aware of the importance of respecting the intellectual property rights in the Licensed Materials and of the terms and conditions of this Agreement, and use reasonable efforts to notify Authorized Users of the terms and conditions of this Agreement and take steps to protect the Licensed Materials from unauthorized use or other breach of this Agreement.

2. use reasonable efforts to monitor compliance and immediately upon becoming aware of any unauthorized use or other breach, inform the Publisher and take all reasonable and appropriate steps, both to ensure that such activity ceases and to prevent any recurrence.

9. PUBLISHER WARRANTIES

- a. The Publisher warrants to the Licensee that the Licensed Materials do not infringe the copyright or any other proprietary or intellectual property rights of any person. The Publisher shall indemnify and hold the Licensee harmless from and against any loss, damage, costs, liability and expenses (including reasonable legal and professional fees) arising out of any legal action taken against the Licensee claiming actual or alleged infringement of such rights. This indemnity shall survive the termination of this Agreement for any reason. This indemnity shall not apply if the Licensee has amended the Licensed Materials in any way not permitted by this Agreement.
- b. The Publisher shall not, and shall not seek to, collect personal data in relation to any Authorized User other than as is reasonably and properly required for the administration of this License, and shall fully comply with its obligations under the applicable data protection laws in relation to the collection, use, retention and appropriate security of any such personal data processing.
- c. The Publisher shall:
 1. use reasonable efforts to ensure that the server has adequate capacity and bandwidth to support the usage of the Licensee at a level that meets the standards of availability for information services of similar scope operating via the World Wide Web, as such standards evolve from time to time over the term of this Agreement.
 2. use reasonable efforts to make the Licensed Materials available to the Licensee and to Authorized Users at all times and on a twenty-four hour basis, save for routine maintenance (which shall be notified to the Licensee in advance wherever possible), and to restore access to the Licensed Materials as soon as possible in the event of an interruption or suspension of the service.
 - a. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE PUBLISHER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF DESIGN, ACCURACY OF THE INFORMATION CONTAINED IN THE

LICENSED MATERIALS, MERCHANTABILITY OR FITNESS OF USE FOR A PARTICULAR PURPOSE. THE LICENSED MATERIALS ARE SUPPLIED 'AS IS'.

- b. EXCEPT AS PROVIDED IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES SHALL THE PUBLISHER BE LIABLE TO THE LICENSEE OR ANY OTHER PERSON, INCLUDING BUT NOT LIMITED TO AUTHORIZED USERS, FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER ARISING OUT OF THE INABILITY TO USE, OR THE USE OF, THE LICENSED MATERIALS. IRRESPECTIVE OF THE CAUSE OR FORM OF ACTION, THE PUBLISHER'S AGGREGATE LIABILITY FOR ANY CLAIMS, LOSSES, OR DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT SHALL IN NO CIRCUMSTANCES EXCEED THE CONSORTIA ACCESS FEES PAID BY LICENSEE TO THE PUBLISHER UNDER THIS AGREEMENT IN RESPECT OF THE AGREEMENT TERM DURING WHICH SUCH CLAIM, LOSS OR DAMAGE OCCURRED. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

10. RESPONSIBILITY BY BOTH PARTIES.

Each party shall use its best efforts to safeguard the intellectual property, confidential information and proprietary rights of the other parties.

11. OFFICIAL VERSION OF RECORD

The Publisher will use commercially reasonable efforts to ensure that the online version of the journal corresponds in content with the print version. In the event of any discrepancy between the print and online versions, the online version will be the official version of record.

12. TERMINATION

This Agreement will terminate:

- a. if and when the subscriptions and/or Access Fees lapse or when conditions covered by (b), below have occurred:

- b. upon a determination by the Publisher that the Licensee and/or Members have unknowingly or unintentionally violated any term or condition of this License and upon notice to the Licensee of such violation, the License will terminate unless within ten (10) business days after receiving written or e-mail notice of the violation, the Licensee implements procedures, reasonably satisfactory to the Publisher, to prevent future violations

13. GENERAL

- a. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter of this Agreement, whether oral or written.
- b. This Agreement may not be assigned by either party to any other person or organization, nor may either party sub-contract any of its obligations, except as provided in this Agreement in respect of the management and operation of the Licensed Materials, without the prior written consent of the other party, which consent shall not unreasonably be withheld.
- c. Any notices to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered mail to the address of the addressee as set out in this Agreement or to such other address as notified by either party to the other as its address for service of notices.
- d. Neither party's delay or failure to perform any provision of this Agreement, as result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) shall be deemed to be, or to give rise to, a breach of this License.
- e. The invalidity or un-enforceability of any provision of this Agreement shall not affect the continuation or enforceability of the remainder of this Agreement.
- f. Either party's waiver, or failure, to require performance by the other, of any provision of this Agreement will not affect its full right to require such performance at any subsequent time, or be taken or held to be a waiver of the provision itself.

Schedule 2
Licensed Materials
Owned & Copyrighted by the American Physical Society

(All Journal Content is Online Only Format)

Physical Review Letters
Reviews of Modern Physics
Physical Review A
Physical Review B
Physical Review C
Physical Review D
Physical Review E
Physical Review Applied
Physical Review Fluids
Physical Review Materials
Physical Review Online Archive (PROLA)
Physical Review X - Open Access
PRX Energy – Open Access
PRX Life – Open Access
PRX Quantum - Open Access
Physical Review Research - Open Access
Physical Review Accelerators and Beams - Open Access
Physical Review Physics Education Research - Open Access
Physics - Open Access

ISSN and CODENS:

<http://librarians.aps.org/issn>

<http://journals.aps.org>

**Also listed in Schedule 5*

Librarian Portal:

<http://librarians.aps.org/>

APS Technical Support:

E-mail: help@aps.org

Schedule 3

Consortia Administrator Information and Fees

Name & Address of Consortia Administrator:

Consorti de Serveis Universitaris de Catalunya (Account #: 10068459)
 C/Gran Capita, 2-4 Edifici NEXUS
 08034 Barcelona
 Spain

Consortia Technical Contacts:

Name: Núria Sánchez
 Email: nuria.sanchez@csuc.cat

Name: Irene Gonzalez
 Email: irene.gonzalez@csuc.cat

2024 Fees:

Subscriptions Grand Total: \$115,727.81

2023 SCOAP3 Offset*: \$13,019.38

Net Total Due to APS: \$102,708.43

Member	APS ID	2024 Gross Total	2024 SCOAP3 Offset	2024 Net Total (APS)
Universitat Politècnica de Catalunya	92001069	\$ 12,082.14	\$ 1,359.24	\$ 10,722.90
Universitat de Barcelona	BA493233	\$ 24,402.14	\$ 2,745.24	\$ 21,656.90
Universitat Autònoma de Barcelona	10035525	\$ 18,869.52	\$ 2,122.82	\$ 16,746.70
Universitat Rovira i Virgili	10036315	\$ 12,082.14	\$ 1,359.24	\$ 10,722.90
Universitat de les Illes Balears	10024169	\$ 27,488.52	\$ 3,092.46	\$ 24,396.06
Universitat Pompeu Fabra	AU934647	\$ 12,082.14	\$ 1,359.24	\$ 10,722.90
Universitat de Girona	94007596	\$ 8,721.21	\$ 981.14	\$ 7,740.07

2024 Consortium License Agreement/Consorti de Serveis Universitaris de Catalunya (CSUC)

Biblioteca de Catalunya	93006753	\$ -	\$ -	\$ -
CBUC Office	10068459	\$ -	\$ -	\$ -
	Grand Total:	\$ 115,727.81	\$ 13,019.38	\$ 102,708.43

Schedule 4
Name(s) of Consortia Member Institutions

Account	Institution	IP Addresses
BA493233	Universitat de Barcelona	52.31.26.235
	Plaça del Doctor Letamendi, 34	161.116.100.*
	08007 Barcelona, Spain	161.116.110.*
		161.116.168.14
		161.116.168.27
		161.116.168.69
		161.116.168.107
10035525	Universitat Autònoma de Barcelona	52.31.226.75
	Plaça Cívica, Campus de la UAB	158.109.0-3.*
	08193 Sardañola del Vallés	158.109.8-9.*
	Barcelona, Spain	158.109.10.64-191
		158.109.11-14.*
		158.109.15.64-128
		158.109.15.159-255
		158.109.16.*
		158.109.20-22.*
		158.109.24-35.*
		158.109.37-124.*
		158.109.125.132-142
		158.109.125.172-173
		158.109.127-129.*
		158.109.131-165.*
		158.109.131-166.127
		158.109.167-255.*
		192.101.162.*
92001069	Universitat Politècnica de Catalunya	5.196.89.225
	Calle Jordi Girona, 31	52.48.214.115
	08034 Barcelona, Spain	147.83.97.6
		147.83.97.7
		147.83.97.8

2024 Consortium License Agreement/Consorti de Serveis Universitaris de Catalunya (CSUC)

AU934647	Universitat Pompeu Fabra	52.30.64.205
	Plaça de la Mercè, 10	84.89.128-159.*
	08002 Barcelona, Spain	193.145.32-63.*
94007596	Universitat de Girona	5.198.137.235
	Plaça de Sant Domènec, 3	52.31.199.201
	17004 Girona, Spain	84.88.128-162.*
10036315	Universitat Rovira i Virgili	52.214.203.134
	Carrer de l'Escorxador s/n	84.88.193.*
	43003 Tarragona, Spain	193.144.16.160
		193.144.16.161
10024169	Universitat de les Illes Balears	130.206.30.*
	Carretera de Valldemossa, km 7,5	130.206.31.*
	07122 Palma de Mallorca	130.206.32.0-127
	Islas Baleares, Spain	130.206.32.160-223
		130.206.33.*
		130.206.76.0-54
		130.206.76.59-255
		130.206.77.*
		130.206.78.*
		130.206.79.*
		130.206.130.*
		130.206.131.*
		130.206.132.*
		130.206.133.*
		130.206.134.*
		130.206.197.16-28
		212.145.139.1-126
93006753	Biblioteca de Catalunya	5.198.138.144
	Carrer de l'Hospital, 56	154.59.124.223
	08001 Barcelona, Spain	213.73.32-41.*

2024 Consortium License Agreement/Consorti de Serveis Universitaris de Catalunya (CSUC)

10068459	CSUC (Office)	34.253.51.60
	Gran Capità, 2-4 (Edifici Nexus)	84.88.0.21
	3rd Floor, Office 301	84.88.0.62
	08034 Barcelona, Spain	84.88.0.131
		84.88.0.133
		84.88.0.198
		84.88.0.225-229
		84.88.0.231-242
		84.88.0.234
		84.88.14.141
		192.94.163.1-254
		193.146.115.64-127

Schedule 5
ISSNs, CODENs, and URLs

TITLE	ISSN	CODEN	URL
Physical Review Letters	1079-7114	PRLTAO	journals.aps.org/prl
Physical Review X	2160-3308	PRXHAE	journals.aps.org/prx
PRX Life	TBD	TBD	journals.aps.org/prxlife
PRX Energy	2768-5608	PERNFI	journals.aps.org/prxenergy
PRX Quantum	2691-3399	PQRUA G	journals.aps.org/prxquantum
Reviews of Modern Physics	1539-0756	RMPHAT	journals.aps.org/rmp
Physical Review A	2469-9934	PLRAAN	journals.aps.org/prl
Physical Review B	2469-9969	PRBMD O	journals.aps.org/prb
Physical Review C	2469-9993	PRVCAN	journals.aps.org/prc
Physical Review D	2470-0029	PRVDAQ	journals.aps.org/prd
Physical Review E	2470-0053	PLEEE8	journals.aps.org/pre
Physical Review Research	2643-1564	PRRHAI	journals.aps.org/prresearch
Physical Review Accelerators and Beams	2469-9888	PRABCJ	journals.aps.org/prab
Physical Review Applied	2331-7019	PRAHB2	journals.aps.org/prapplied
Physical Review Fluids	2469-990X	PRFHBR	journals.aps.org/prfluids
Physical Review Materials	2475-9953	PRMHA R	journals.aps.org/prmaterials
Physical Review Physics Education Research	2469-9896	PRPECZ	journals.aps.org/prper
Physics	1943-2879	PHYSG M	physics.aps.org
Physical Review Online Archive (PROLA)	1536-6065	N/A	journals.aps.org/archive

I have read and agree to adhere and abide by all the terms and conditions stated above:

For the Consortia

Name of Consortia: _____

Administrator Name: _____

Administrator Position/Title: _____

Signature: _____

40968554B

OLGA LANAU

(R: Q5856253I)

Firmado digitalmente
por 40968554B OLGA

LANAU (R: Q5856253I)

Fecha: 2024.02.05

14:56:11 +01'00'

Date: _____

For American Physical Society

Name: Dylan Moulton

Title: Global Sales Director

Signature: *Dylan Moulton* _____

Date: 06/02/2024 _____

Please return the completed and signed License Agreement to:



Jay Solomon

Publications Account Executive (EMEA)

American Physical Society

+1 202 846 8127

solomon@aps.org

Caerdydd, Cymru | Cardiff, Wales

CSUC 2024 License.docx

Final Audit Report

2024-02-06

Created:	2024-02-06
By:	Jamie Solomon (solomon@aps.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFLeauFyOIb7lei-y8NhDgmH-1Zh8DyQo

"CSUC 2024 License.docx" History

-  Document created by Jamie Solomon (solomon@aps.org)
2024-02-06 - 3:50:06 PM GMT
-  Document emailed to Dylan Moulton (dmoulton@aps.org) for signature
2024-02-06 - 3:50:13 PM GMT
-  Email viewed by Dylan Moulton (dmoulton@aps.org)
2024-02-06 - 3:51:28 PM GMT
-  Document e-signed by Dylan Moulton (dmoulton@aps.org)
Signature Date: 2024-02-06 - 3:52:10 PM GMT - Time Source: server
-  Agreement completed.
2024-02-06 - 3:52:10 PM GMT