

**Cold Spring Harbor Laboratory Press** 

500 Sunnyside Blvd. Woodbury, NY 11797 Phone: 1-800-843-4388 (Continental U.S. and Canada) Phone (516) 422-4100 (All other locations) Fax: 1-516-422-4097 Email: [Text deleted] WWW Site: http://www.cshlpress.com

### Cold Spring Harbor Laboratory Press Journals Transformative Agreement and Terms

This agreement is between **Cold Spring Harbor Laboratory Press** ("the Publisher" or "CSHLP"), a publishing organization headquartered in Woodbury, NY, USA, and

**University of California San Diego,** 9500 Gilman Dr, La Jolla, CA 92093, ("UCSD" or "the Licensee"), to cover the license of online editions of the Publisher's journals, including author rights for Open Access publishing, with effect from January 1, 2023.

### 1. Licensee Rights

Upon receipt of payment, the Publisher agrees to provide the Licensee and its Authorized Users access to the Publisher's online journals, The Cold Spring Harbor Collection (CSHC), or portions thereof, consisting of current and retrospective years' publications of the Publisher's content, as set out in Schedule 1 ("Licensed Materials"). This agreement grants access to the Publisher's online journals for educational, research, and personal use by the faculty, staff, students, alumni, and library patrons utilizing the Licensee's contiguous campus network. Distance learners, alumni, and other off-campus affiliates may access the Publisher's online journals if their Internet access is through the campus network and the Licensee has a process to validate Authorized Users.

The Licensee's Authorized Users may download and print articles for personal use and archive contents on their own personal computers. They may send one copy by e-mail, print, or fax to one person at another location for that individual's personal use. Facsimile images that are exact representations of the print pages or of printouts from the electronic database may be provided for interlibrary loan in compliance with Section 108 of the United States Copyright Law (17 USC §108, "limitations on exclusive rights: Reproduction by libraries and archives") and distributed in paper, fax, or digital form. Libraries may include copies of the Publisher's digital content in local electronic course reserve systems limited to use by Authorized Users of current classes.

1.2. No Diminution of Rights. Nothing in this Agreement, including but not limited to Authorized Uses, shall be interpreted to diminish the rights and privileges of the Licensee or Authorized Users with respect to any of the Licensed Materials, including exceptions or limitations to the exclusive rights of copyright owners, such as fair use, under Section 107 of the U.S. Copyright Act. In the event that any content included in the Licensed Materials is in the public domain or has been issued under a Creative Commons or other open license, Publisher shall not place access, use or other restrictions on that content beyond those found in the open license, where applicable.

### 2. Limits of License

Neither Licensee nor its Authorized Users may use any of the Publisher's online content in the provision of any product, publication, or other service offered for commercial sale. This includes the creation of custom textbooks for sale, reproduction of bibliographies in other works, or posting of any information on an open website which would allow downloading the Publisher's content into commercial sites or services.

The Publisher retains all copyright and intellectual property rights to the digital and print information provided under this Agreement, except as noted in Clause 9.1.

# 3. The Publisher's Obligations

The Publisher will make its products available as defined in its promotional literature and to commercial service standards consistent with operation of an information service over the Internet and institutional networks.

The Publisher will ensure that it holds copyright and distribution rights for all Titles and other information provided as part of its online service.

# 4. Licensee Obligations

The Licensee agrees to exercise reasonable precautions, according to common industry practices, to limit access to the Publisher's online journals to Authorized Users. Licensee shall not be required to report such user information to the Publisher but will describe and document its Authorized User policies and practices upon request by the Publisher.

Licensee agrees to provide electronic security measures as feasible to ensure protection of the Publisher's data.

# 5. Warranties and Liabilities

The entire liability of the Publisher, whether in contract, tort, by statute, or otherwise, to the Licensee and Authorized Users shall be the refund of any fees paid to the Publisher. In no circumstances will the Publisher be liable for damages including, without limitation, damages for loss of data or corruption of data, loss of programs, loss of business, goodwill, or other incidental, consequential or indirect losses of any nature arising out of the use, or inability to use, the Publisher's journal content online. The Publisher will not be liable for any losses arising from any errors, omissions, or other inaccuracies in or corruption caused in the Publisher's online journal content, whether caused by transmission processing or otherwise to the Titles provided online or otherwise made accessible.

5.2 Accessibility Requirements. Publisher warrants that the Licensed Materials comply with California and federal disabilities laws and regulations and conform to the accessibility requirements of Web Accessibility Initiative, Web Content Accessibility Guidelines (WCAG) 2.0 at level A.A. Publisher agrees to promptly respond to and resolve any complaint regarding accessibility of Licensed Materials.

# 6. General Terms

This Agreement constitutes the entire understanding between the Publisher and Licensee. Each party affirms its signatory is authorized to agree to the terms of this Agreement. Neither party shall

assign this Agreement without written consent of the other within 30 days' notice. Notice of changes in this Agreement shall be provided in writing at the addresses below.

### 7. Payment

The University of California, San Diego will process the payment within 90 days of receipt of the Publisher's invoice or purchase order. See Schedule 2 "Subscription Period & Fee") for invoice components.

### 8. Term; Post-termination Access

This license agreement is effective from January 1, 2023, through December 31, 2024. Upon termination of this Agreement, the Publisher will continue to provide the Licensee with access to and use of content from the Publisher's journals, as set out in Schedule 1, published and paid for within the term of this Agreement and under any preceding Agreements (where applicable) between Publisher and Licensee, without charge.

Open Access publishing rights for authors, as described in Clause 9.1, are retroactive to January 1, 2023, and any author payments received in 2023 in excess of the fees listed in Schedule 3 shall be refunded or credited to the author and reported to the Licensee within 30 days from the date of final signature.

### 9. Open Access Publishing

9.1 For all article types accepted for publication during the term of this Agreement for which authors have the option to pay a fee for Open Access publication, and where the corresponding author is an Authorized User, the Publisher will offer the corresponding author the option to grant the publisher a non-exclusive license to publish and distribute the article Version of Record as an Open Access publication with a CC-BY or a CC-BY-NC Version 4.0 license, with the author retaining copyright. For articles accepted during the term of the agreement where the corresponding author has accepted the open access option, there will be no further article, publication, or open access charges assessed to authors or the library beyond the initial Publish fee set out in Schedule 2.2.

9.2 Corresponding authors affiliated with Licensee may submit articles for Open Access publication to any of the journals specified in Schedule 1.C.

9.3 The Publisher and Licensee shall make all reasonable efforts to make eligible corresponding authors aware of the terms of clause 9.1 and 9.2.

9.4. The Publisher will report to Licensee annually a list of full citations of all works published by authors at Licensee's institution, indicating which articles were published Open Access under the terms of this agreement.

### 10. Amendment

No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Publisher and Licensee.

# [Text deleted]

Cold Spring Harbor Laboratory Press Woodbury, NY

|

Date\_September 14, 2023

# [Text deleted]

University of California San Diego San Diego, California

Date 9/19/2023

IP addresses/ranges, contact: [Text deleted]

Main contact: [Text deleted]

For payment: [Text deleted]

For access: [Text deleted]

Campus IP addresses/ranges: see attached

### Cold Spring Harbor Laboratory Press Journals Transformative Agreement and Terms

### **Schedule 1: The Licensed Material**

### A. CSHLP journals to which the Licensee subscribes:

Genes & Development Genome Research CSH Protocols RNA Learning & Memory CSH Perspectives in Biology

### **B.** CSHLP journals to be added to Licensee's account:

CSH Perspectives in Medicine

# C. CSHLP research journals to which Licensee's corresponding authors may submit articles for OA publication:

Genes & Development Genome Research RNA Learning & Memory Molecular Case Studies (OA publication)

(Articles in *CSH Protocols, CSH Perspectives in Biology*, and *CSH Perspectives in Medicine* are commissioned by the editors and do not accept submissions.)

# Cold Spring Harbor Laboratory Press Journals Transformative Agreement and Terms

### Schedule 2: Subscription Period and Fee

1. The agreed Subscription Period is 1 January 2023 – 31 December 2024.

### 2. Calculation of license fee and OA article publication charges

The price to Licensee for Read access to the Licensed Material is based on the 2023 value of the titles listed in Schedule 1.A to which Licensee subscribes, as set out below.

In addition, Publisher's standard OA fee for authors will be reduced from US\$3700 to US\$1800 (or, in the case of Molecular Case Studies, from US\$2250 to US\$1215) and any article processing charges, as described in Schedule 2.3, will be waived for authors who choose to publish OA.

There is no limit on the number of articles that may be published in these titles as Open Access each year.

Final price to Licensee:

For 2023: For 2024:

[Text deleted]

3. Licensee's authors who choose not to publish articles as Open Access must pay the standard article processing charge of each publication (\$1500 for Genes & Development, Genome Research, and RNA; \$440 for Learning & Memory). For authors who choose to publish as Open Access, any such article processing charges are waived.

4. Where the term of this Agreement extends beyond the agreed Subscription Period, the license fee for any renewal period shall be agreed in advance in writing between the parties, pursuant to Paragraph 10 ("Amendment") of the Agreement.

# Cold Spring Harbor Laboratory Press Journals Transformative Agreement and Terms

Title	Author OA Fees	UCSD Rate
Genes & Development	\$3700	\$1800
Genome Research	\$3700	\$1800
RNA	\$3700	\$1800
Learning & Memory	\$3700	\$1800
Molecular Case Studies	\$2250	\$1215

Schedule 3: Author Publication Charges by Title (2023-24)

All author publication charges are waived for UCSD authors under the terms of this Agreement. Authors who choose NOT to publish OA must pay the standard article processing charge of each publication as indicated in Schedule 2.3.