

October 2013

**Annex 4 to the Memorandum of Understanding for
the establishment and operation of SCOAP³**

Form of Contract with Publishers



ORGANISATION EUROPÉENNE POUR LA RECHERCHE NUCLÉAIRE

CERN EUROPEAN ORGANIZATION FOR NUCLEAR RESEARCH

Confidential Document.

Version of the Form of Contract provided to bidders as part of the SCOAP3 Invitation to Tender.

Provided as Annex 4 to the SCOAP3 MoU

Provision of peer-review, open access and other publication services for the benefit of SCOAP³

CONTRACT Nr. B. /GS

CONTRACTOR: xxxxxxxxxxxx

CONTRACT No. B .../GS

BETWEEN

THE EUROPEAN ORGANIZATION FOR NUCLEAR RESEARCH, an Intergovernmental Organization with its seat at Geneva, Switzerland, hereafter referred to as “CERN”, acting for the benefit of SCOAP³,

on the one hand,

AND

NAME IN CAPITAL LETTERS, with registered office located at **complete address**, **COUNTRY CODE- xxxx PLACE**, hereafter referred to as the “Contractor”,

OR (in case of a combination of firms)

– **NAME IN CAPITAL LETTERS**, – **complete address**, **COUNTRY CODE- xxxx PLACE**, hereafter referred to as the “Lead Firm”,

– **NAME IN CAPITAL LETTERS** – **complete address**, **COUNTRY CODE- xxxx PLACE**

– **NAME IN CAPITAL LETTERS** – **complete address**, **COUNTRY CODE- xxxx PLACE**

acting jointly and severally, hereafter collectively referred to as the “Contractor”,

on the other hand,

CERN and the Contractor are hereafter individually referred to as the “Party” and collectively as the “Parties”.

CONSIDERING THAT:

The SCOAP³ (*Sponsoring Consortium for Open Access Publishing in Particle Physics*, defined below) initiative aims to facilitate open access publishing of High Energy Physics (HEP) literature in high-quality, peer-reviewed scientific journals;

SCOAP³ is a consortium established by a global network of funding agencies, research institutions, libraries and library consortia which are re-directing funds currently used to subscribe to HEP journals to a common fund (the “SCOAP³ Funding”) used to pay publishers for the provision of peer-review, open access and other publication services (the “Services”, as defined below);

Ondate....., CERN issued the Invitation to Tender IT-3827/GS for the award of a contract concerning the provision of peer-review, open access and other publication services, for the benefit of SCOAP³ (the “Invitation to Tender”, comprising following documents: the “Instructions to Bidders”, the “Evaluation Questionnaire”, the “Tender Form” and the “Technical Specification”);

Ondate....., CERN clarified several aspects of the Invitation to Tender documents by the minutes of the meeting held on 30 May 2012;

Ondate....., the Contractor submitted its bid, as revised/completed ondate....., following which the Contractor is identified as one of the successful bidders;

THE PARTIES HAVE AGREED AS FOLLOWS:

CLAUSE 1 DEFINITIONS

In the Contract (as defined below), the following expressions shall have the following meaning:

“Applicable Laws” shall mean all CERN rules and regulations relevant for the execution of the Contract and all laws, treaties, rules, regulations and orders of any local, national or other authority having jurisdiction over the Contractor.

“CERN” shall mean the European Organization for Nuclear Research, acting for the benefit of SCOAP³.

“Contract” shall mean the present terms and conditions and the Annexes.

“Contract Price” shall mean the price payable by CERN to the Contractor in consideration of the execution and the completion by the Contractor, and after acceptance by CERN, of the Services, as set out in Clause 9 and for the duration of the Contract.

“Currency” shall mean the currency (CHF, EUR, GBP, USD) selected by the Contractor in its bid and indicated in Annex 1.

“Days” shall mean calendar days.

“Delivery Format” shall mean as indicated in Annex 1.

“Disclosing Party” shall mean the Party disclosing confidential information.

“Force Majeure” shall mean any circumstance beyond the reasonable control of the Party invoking force majeure, including but not limited to acts of nature, fire and war, which prevent it, wholly or partially, from performing its obligations under the Contract. Strikes and other labour conflict that do not form part of an industry-wide conflict shall not constitute Force Majeure.

“Journal(s)” shall mean the journal(s) listed in Annex 1. The list of Journals will be made public by CERN.

“License” shall mean as indicated in Annex 1. The License will be made public by CERN.

“Lead Firm” shall mean as defined in Clause 5.

“Maximum Annual Amount” shall mean the maximum amount CERN will pay for the Services in a given contractual year, calculated as set out in Annex 1.

“Maximum Contract Amount” shall mean the maximum amount CERN will pay for the Services for the duration of the Contract, as set out in Annex 1.

“Recipient Party” shall mean the Party receiving confidential information.

“SCOAP³” shall mean the Sponsoring Consortium for Open Access Publishing in Particle Physics, for the benefit of whom CERN enters into the Contract.

“SCOAP³ Articles” shall mean:

- i) in case Model 1 applies: all research articles¹ with DOI of the Journal;
- ii) in case Model 2 applies: all research articles with DOI, submitted by authors to the arXiv.org repository under one of the “HEP” categories available to submitters to classify their work² as primary category.

“SCOAP³ Partners” are the funding agencies, research institutions, libraries and library consortia which are re-directing funds from current HEP journals subscriptions to a common fund used to pay for the Services. CERN will maintain a list of the SCOAP³ Partners and make it available to the Contractor.

¹ A peer-reviewed document identified in ThomsonReuters’ Web of Science as “article” or “review”

² <http://arxiv.org/archive/hep-ex>, <http://arxiv.org/archive/hep-th>, <http://arxiv.org/archive/hep-ph>, <http://arxiv.org/archive/hep-lat>

“SCOAP³ Repository” shall mean the repository made available by CERN for the delivery of the SCOAP³ Articles.

“Services” shall mean the provision of peer-review, open access and other publication services as defined in the Technical Specification. The Services shall be provided in accordance with the License, Delivery Format and Unit Price indicated in Annex 1.

“Unit Price” shall mean the price per SCOAP³ Article for the Journal(s), deemed to be an all-inclusive price for the Services, and including all other duties, obligations, liabilities, costs, disbursements, expenses, insurance and overheads of the Contractor. The Unit Price is firm and not subject to revision for the duration of the Contract. The Unit Price will be made public by CERN.

CLAUSE 2 SCOPE OF THE CONTRACT

2.1 CERN, for the benefit of SCOAP³, entrusts to the Contractor, who hereby accepts, the task of providing the Services in accordance with the Contract.

2.2 The Contract shall comprise:

- The present terms and conditions ;
- Annex 1: List of Journals, License, Delivery Format, Unit Price, Maximum Annual Amount, Maximum Contract Amount per Journal and Currency;
- Annex 2: CERN’s Invitation to Tender IT-3827/GS including its annexes and addenda;
- Annex 3: The Contractor’s bid dated ... date....;
- Annex 4: CERN’s Market Survey and the Contractor’s answer dated ... date....

In the event of any ambiguity or contradiction between these documents, they shall apply in decreasing order of priority, starting from the top.

CLAUSE 3 SUFFICIENCY OF THE CONTRACT

The Contractor shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract. The Contract shall cover all matters necessary for the execution and completion of the Services.

CLAUSE 4 CONTRACTOR'S GENERAL RESPONSIBILITIES

The Contractor shall, with due care and diligence and within the delivery schedule defined in Clause 10, execute and complete the Services in accordance with the Contract, without any prejudice to its own editorial independence. CERN shall monitor the execution and completion of the Services.

CLAUSE 5 COMBINATION OF FIRMS

5.1 If the Contractor is a combination of firms, the Contract shall be signed by the authorized signatory of each firm member of the combination of firms.

5.2 The members of the combination of firms shall designate one member as the Lead Firm and authorize it to exercise, on their behalf, all rights and obligations granted to the Contractor under the Contract.

5.3 The Contractor shall not, without prior permission in writing by CERN, change the Lead Firm or the composition of the combination of firms.

5.4 In all cases, each member of the combination of firms shall be jointly and severally liable for the performance of the Contractor's obligations under the Contract.

CLAUSE 6 CONTRACTOR TO REMAIN LIABLE

The Contractor is and shall remain liable for the execution and completion of the Services and no monitoring, approval, act or omission by CERN shall relieve the Contractor from, or diminish, its obligations under the Contract.

CLAUSE 7 CONTRACTOR TO COMPLY WITH APPLICABLE LAWS

The Contractor shall comply with Applicable Laws and shall hold CERN as well as the other SCOAP³ Partners free and harmless from, and indemnify them for any loss or damage arising from the infringement of Applicable Laws.

CLAUSE 8 ASSIGNMENT

The Contractor shall not assign or transfer any part of its rights and obligations under the Contract without prior permission in writing by CERN, which should not be unreasonably withheld. In considering any requests for assignment or transfer, due consideration shall be given to the continuity of SCOAP³ operations for the Journal or Journals concerned, in accordance with the Contract.

CLAUSE 9 CONTRACT PRICE AND PAYMENT CONDITIONS

9.1 In consideration of the execution and completion of the Services and their acceptance by CERN as stipulated in Clause 10, as well as the performance by the Contractor of any other obligation under the Contract, CERN shall pay to the Contractor the Contract Price. The Contract Price, invoiced by the Contractor, shall correspond to the Unit Price multiplied by the number of SCOAP³ Articles accepted by CERN over the duration of the Contract. The Unit Price shall be as set out in Annex 1.

9.2 The Contract Price shall not exceed the Maximum Contract Amount indicated in Annex 1.

9.3 The amount paid by CERN in a calendar year shall not exceed the Maximum Annual Amount for that calendar year. The Maximum Annual Amount shall be calculated as set out in Annex 1. There is no commitment on the part of CERN that this amount will be reached. Should this amount be reached in a given calendar year, the Services shall be provided at no cost for additional SCOAP³ Articles within that calendar year.

9.4 CERN shall make the following advance payments:

- For the first contractual year, an advance payment of 50% of the Maximum Annual Amount for the first year will be made in January of that year;
- For the second contractual year, an advance payment of 30% of the Maximum Annual Amount for the second year will be made in January of that year;
- For the third contractual year, an advance payment of 10% of the Maximum Annual Amount for the third year will be made in January of that year.

Such advance payments shall be subject to the Contractor having sent to CERN a corresponding invoice, either itself or through the Lead Firm in case of a Combination of Firms.

9.5 The Contractor shall, either itself or through the Lead Firm in case of a Combination of Firms, send to CERN invoices for the Services provided and accepted by CERN according to the invoicing frequency stipulated in Annex A of the Tender Form. Such invoices shall contain, in electronic form, a list of the DOI of all delivered SCOAP³ Articles. In order to simplify administrative procedures, in case the Contract covers several Journals, the Contractor shall group all Journals in one invoice per period. The invoices shall be in duplicate, and reach CERN not later than three months following the end of the period concerned as per the applicable invoicing frequency.

9.6 Provided that the list of SCOAP³ Articles is verified and found to be correct, the amount thus invoiced shall be paid by CERN within thirty days from receipt of the invoice. All payments subsequent to the advance payments described in Clause 9.4 shall be made in arrears.

CLAUSE 10 DELIVERY SCHEDULE AND ACCEPTANCE

10.1 The Contractor shall deliver the SCOAP³ Articles to the SCOAP³ Repository within 24 hours of registering the DOI by the Contractor through CrossRef, in accordance with Section 3 of the Technical Specification.

10.2 In case a delay is caused by CERN and provided the Contractor is not itself in delay for reasons not caused by CERN, the Parties shall agree on the conditions of extension of the delivery schedule.

10.3 A SCOAP³ Article is considered accepted as defined in Section 3.2.3 of the Technical Specification.

CLAUSE 11 PENALTIES FOR LATE DELIVERY OR OTHER NON-CONFORMITY

11.1 Except in case of Force Majeure, CERN reserves the right to apply a penalty in case of late delivery or other non-conformity for the SCOAP³ Articles or the corresponding metadata.

11.2 In case of late delivery of the SCOAP³ Article(s) or the corresponding metadata, such penalty shall correspond to 5% of the Unit Price of the SCOAP³ Article(s) concerned for each working day of delay, counting from the first working day following registration of the DOI.

11.3 In the case of other non-conformity, such penalty shall correspond to 5% of the Unit Price of the SCOAP³ Article(s) concerned, for each working day of delay in remedying the issue, counting from the first working day following notification of the non-conformity by CERN.

11.4 The penalty shall be in all cases limited to a maximum of 50% of the Unit Price of the SCOAP³ Article(s) concerned.

CLAUSE 12 IMPLICATIONS FOR LICENSING AGREEMENTS

12.1 Reduction of subscription prices

The Contractor shall reduce the prices of individual subscriptions, subscription packages and other content licenses for Journals for which the Services are provided in accordance to Section 4.1 of the Technical Specification and its Annex I.

Such reductions shall be applied to all subscribers, regardless of their participation in SCOAP³. CERN shall not broker or monitor reductions for subscribers who are not SCOAP³ Partners.

The Contractor shall provide data in the brokering facility described in Section 4.1 and Annex I of the Technical Specification within two months after CERN's request to do so.

The provision of information regarding subscription costs between SCOAP³ Partners shall take place in accordance with Clause 15.3.

12.2 Discounted print options

The Contractor shall make print subscriptions available to SCOAP³ Partners at terms no less favourable than those contained in the current contracts between SCOAP³ Partners and the Contractor, including deeply-discounted prices (DDP) where applicable, as set out in Section 4.2 of the Technical Specification.

12.3 Access to older content (“backfiles”)

SCOAP³ Partners shall have no less access to Journal(s) content than they have today, and at terms no less favourable than those contained in the current contracts between SCOAP³ Partners and the Contractor, as set out in Section 4.3 and Annex II of the Technical Specification.

12.4 Reinstatement of subscriptions

After termination of the Contract, or in the event of a discontinuation of SCOAP³ and re-establishment by the Contractor of the possibility of subscribing to the journal(s) concerned, the Contractor shall allow SCOAP³ Partners to reinstate their subscriptions at the prior price levels, subject, as the case may be, to such reasonable adjustments as the Contractor and the SCOAP³ Partners shall agree. Moreover, content that was published open access as part of the SCOAP³ operation, will continue to be open access without limitation in time. Such open access will be supported by the Contractor.

12.5 Other provisions

All SCOAP³ Articles and other additional content published open access under the Services shall be exclusively subject to the Contract, which supersedes any prior agreements or understanding between the Contractor and the SCOAP³ Partner(s) concerned.

CLAUSE 13 INTELLECTUAL PROPERTY

13.1 The disclosure by CERN to the Contractor of intellectual property under the Contract shall not create any right for it in respect of that intellectual property, other than a license to use such intellectual property in so far as necessary for the performance of its obligations under, and subject to the provisions of, the Contract.

13.2 The disclosure of intellectual property to the Contractor is without any warranty, express or implied, and CERN accepts no liability in relation hereto.

CLAUSE 14 USE OF NAMES AND LOGOS

14.1 The Contractor shall be entitled to use the SCOAP³ name and logo for the purpose of making publicly known its association with SCOAP³.

14.2 SCOAP3 Partners shall be entitled to use the Contractor's name and logo for the purpose of making publicly known their association with SCOAP3.

14.3 Any other use of names and logos of SCOAP3 Partners and the Contractor shall be subject to prior permission by their owner.

CLAUSE 15 CONFIDENTIALITY

15.1 The Contractor shall not, either during the period of its engagement under the Contract or at any time after its termination, howsoever caused, disclose to any third party without prior written permission of CERN any information or documentation supplied to the Contractor and marked confidential.

15.2 Recipient Party shall keep all information regarding subscription costs reductions confidential, shall not without the Disclosing Party's prior written permission reproduce that information or disclose it to any other party, and shall use the information solely for the purpose of the Contract. The Recipient Party shall limit the circle of recipients of that information on a need-to-know basis and shall ensure that they are aware of and comply with the obligations defined in the Contract. The recipient Party shall use that information in accordance with best practice and professional standards.

15.3 The Contractor shall release all SCOAP³ Partners from their existing confidentiality obligations governing the disclosure of information on subscription contracts. The SCOAP³ Partners shall limit the circle of recipients of that information on a need-to-know basis, for the purpose of entering information (at a country level or a consor-
tial level) in the brokering facility described in Section 4.1 of the Technical Specifica-

tions. SCOAP³ Partners shall ensure that those recipients are aware of and comply with the confidentiality obligations defined in the Contract.

CLAUSE 16 LIABILITY

16.1 Each Party shall hold the other Party free and harmless from, and indemnify it for any loss and damage, resulting from its acts or omissions in relation to the Contract.

16.2 Notwithstanding the foregoing: (i) a Party shall not be liable to the other for loss of income or revenue, loss of opportunity, of customers or reputation, or any other indirect or consequential loss or damage, and (ii) each Party's total liability shall in any event be limited to an amount equal to the Maximum Annual Amount.

CLAUSE 17 ENTRY INTO FORCE AND DURATION

17.1 The Contract shall enter into force upon its signature by the authorized representatives of the Parties and shall be valid for Services to be provided over three calendar years, until 31st of December XXXX

17.2 The Contractor has no entitlement to any prolongation or renewal of the Contract.

CLAUSE 18 TERMINATION

18.1 If a Force Majeure event occurs and its effect continues for a continuous period of 14 Days, either Party may at any time thereafter give to the other a notice of termination. Such termination shall take effect 28 Days after the issuance of said notice provided that the effect of such Force Majeure has not ceased.

18.2 Either Party may terminate the Contract in whole or in part with immediate effect in the event of (i) gross negligence or wilful misconduct by the other Party in relation to the Contract, or (ii) any breach of the Contract by the other Party which has not been remedied within a reasonable period stipulated by the Party notifying the breach and requiring remedial action to be taken.

18.3 CERN may terminate the Contract with immediate effect in the event of: (i) the Contractor making a composition or arrangement with its creditors, having a provisional liquidator, an administrator or receiver appointed, becoming bankrupt or insolvent, having a winding up order made or passing a resolution for voluntary winding up or having an application made for an inventory of its assets as part of or as a precursor to any of the foregoing circumstances, or (ii) in case of change of Lead Firm or change in the composition of the combination of firms without CERN's prior and express approval, or (iii) in case of infringement of any Applicable Laws by the Contractor, or (iv) in case of assignment or transfer by the Contractor of any part of its obligations under the Contract without prior permission in writing by CERN, or (v) in case of merger of a Journal with another journal, split of Journal(s) or change to the scope of Journal, if such event, in the view of CERN, materially affects the Contractor's and/or the Journal's qualifications under the quality criteria applied in the tendering and adjudication process.

18.4 CERN may at any time terminate the Contract in case SCOAP³ funding is insufficient to cover yearly payment obligations under the Contract. CERN shall in that case give the Contractor twelve months notice in writing. The notice period shall commence on the first day of the calendar year following the date of the notice of termination.

CLAUSE 19 CONSEQUENCES OF TERMINATION

19.1 In the event that the Contract is terminated in whole or in part by the Contractor pursuant to Clause 18.2, CERN shall pay to the Contractor an amount equivalent to the Maximum Annual Amount due for the year during which

termination takes place, minus the amount already paid by CERN up to the date of the termination.

19.2 In the event that the Contract is terminated in whole or in part by CERN pursuant to clause 18.2 or to clause 18.3 (i) to (v), the Contractor shall compensate CERN for all costs wholly and necessarily incurred by it as a result of such termination. Such amount will in no event exceed the Maximum Annual Amount due for the year during which termination takes place minus any outstanding amount due by CERN for Services duly performed by the Contractor and accepted by CERN.

19.3 Notwithstanding termination by CERN pursuant to Clause 18.4, each Party shall continue to execute its obligations under the Contract until the termination takes effect. It is also understood that such termination shall be without prejudice to any rights and obligations accrued or incurred prior to the effective date of termination.

19.4 Any payment due under Clause 19.1 or 19.2 shall be without prejudice to any other liability which may arise pursuant to the Contract, which shall be calculated independently, always subject to the limitations set out in Clause 16.

CLAUSE 20 GOVERNING LAW

The terms and conditions of the Contract shall be interpreted in accordance with their true meaning and effect and, as a consequence of CERN's status as an Intergovernmental Organization, independently of any national, local or other law. Provided that if, and insofar as the Contract does not stipulate, or any of the terms and conditions are ambiguous or unclear, then, in those circumstances only and solely in respect of those circumstances and not in respect of the Contract as a whole, reference shall be made to Swiss substantive law.

CLAUSE 21 DISPUTE RESOLUTION

21.1 If any dispute under the Contract fails to be settled amicably, the Parties shall resort to the arbitration procedure as defined below, drawn up by CERN in accordance with its status as an Intergovernmental Organization. Notwithstanding reference of any dispute to arbitration, the Parties shall continue to perform their obligations under the Contract.

21.2 Within thirty (30) Days of written notification by a Party to the other Party of its intention to resort to arbitration, the first Party shall appoint an arbitrator. The second Party shall appoint an arbitrator within three months of the appointment of the first arbitrator. The two arbitrators shall, by joint agreement and within three months of the appointment of the second arbitrator, select a third arbitrator, who shall subsequently be appointed by the Parties to preside over the arbitration tribunal.

21.3 If the second Party fails to appoint an arbitrator or the two arbitrators fail to agree on the selection of a third arbitrator, the second or, as the case may be, the third arbitrator, shall be selected by the President of the Administrative Tribunal of the International Labour Organization, established in Geneva (Switzerland), and subsequently appointed by the Parties, at the request of the first Party to do so.

21.4 None of the arbitrators shall be drawn from amongst persons who are or have been in any way in or at the service of CERN or of the Contractor or of any subsidiary or affiliate of the latter. They shall act impartially in the execution of their duties.

21.5 The arbitration proceedings shall take place in Geneva. The Parties shall within thirty days of the appointment of the third arbitrator agree on the terms of reference of the arbitration tribunal, including the procedure to be followed.

21.6 The arbitration tribunal shall faithfully apply the Contract and shall set out in the award the detailed grounds for its decision. The costs of the arbitration, including all reasonable fees expended by the Parties, shall be borne by the unsuccessful Party

or Parties and the award shall include an allocation of such costs. The arbitration tribunal shall have no authority to award interest.

21.7 The arbitral award shall be final and binding upon the Parties, who hereby expressly agree to renounce any form of appeal or revision, whether ordinary or extraordinary, it being understood that each Party may within two weeks from the date of the award request the arbitration tribunal to give a written interpretation of the arbitral award or to correct computation or typographical errors. The interpretation or correction shall be made known to the Parties within two months from the date of the request and shall become part of the award. Until the date of the delivery by the arbitration tribunal of any requested interpretation or correction, the execution of the tribunal award shall be suspended.

21.8 Save to the extent required by law, the arbitral award shall not be published or its contents made known to any third party, unless each Party gives prior written approval.

CLAUSE 22 CLAUSES SURVIVING TERMINATION

22.1 Notwithstanding termination of the Contract, howsoever caused, its terms and conditions shall continue to bind the Parties in so far and for so long as may be necessary to give effect to their respective rights and obligations accrued prior to termination. Clauses 12.3, 12.4, 12.5, 13, 15, 16, 19, 20 and 21 shall in any event survive the termination of the Contract.

22.2 SCOAP³ Articles for which the Services have been provided shall remain available open access without limitation in time and the License under which they were published shall not change.

CLAUSE 23 AMENDMENTS

The Contract shall not be amended, except by written agreement between CERN and the Contractor signed by the authorized representatives of CERN and the Contractor.

CLAUSE 24 CORRESPONDENCE

24.1 All correspondence under the Contract shall be in writing and bear the reference:

"Contract No. B...../GS"

24.2 In all technical matters, CERN shall be represented exclusively by, and all correspondence of technical nature shall be addressed to:

CERN – General Services Department

For the attention of*CERN technical responsible*.....

CH -1211 GENEVA 23

24.3 In all commercial or contractual matters other than of technical nature, CERN shall be represented exclusively by and all correspondence of commercial or contractual nature shall be addressed to:

CERN – Finance and Procurement Department

Procurement Service

CH – 1211 GENEVE 23

24.4 Invoices shall be sent to:

CERN - Finance and Procurement Department
Accounts Payable
CH-1211 GENEVA 23

24.5 Correspondence with the Contractor shall be addressed to:

.....*Name, Address of Lead firm*.....

Signed in Geneva on,*date*.....

CONTRACTOR

EUROPEAN ORGANIZATION FOR
NUCLEAR RESEARCH

In case of combination of firms:

LEAD FIRM:

**MEMBERS OF COMBINATION OF
FIRMS:**

ANNEX 1

| Journal Name(s) | Delivery format | License | Unit Price | Maximum Annual Amount For the first year of contract | Maximum Contract Amount for the Journal | Currency |
|------------------------|------------------------|----------------|-------------------|---|--|-----------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

The Maximum Annual Amount for the first contractual year corresponds to the number of SCOAP³ Articles published in 2011 multiplied by the Unit Price.

For the second and the third contractual years, the Maximum Annual Amount shall be calculated as follows:

Maximum Annual Amount for a year N= Amount paid for year N-1 x maximum allowable year-on-year increase

The maximum allowable year-on year increase shall be defined as follows:

| Number of SCOAP³ Articles published in 2011 | Maximum allowable year-on-year increase |
|---|--|
| Above 200 | 104% |
| 50 – 199 | 108% |
| 1 – 49 | 125% |