



Client # [REDACTED]

**DATE: August 28, 2025**

## **2026 –2028 ACM Open License Agreement Terms and Conditions**

This Agreement (the “Agreement”) is made between

Association for Computing Machinery, with its principal offices at 1601 Broadway, New York, NY 10019, USA (“ACM”),

And the Member Institutions detailed in Schedule A of this Agreement (each individually as the “Licensee” and collectively as the “Licensees”), duly represented by **The Regents of the University of California / California Digital Library** with its principal offices at 1111 Franklin St, Oakland, CA USA 94607 (the “Consortium”).

The Consortium is duly authorised under a power of attorney to negotiate and sign this Agreement on behalf of the Licensees.



## I. INTENT

By entering into this Agreement, the Consortium and ACM enter into a new type of agreement intended to facilitate a transition to open access publishing and transform the way that research is published, disseminated, and accessed. Specifically, through this Agreement, the parties will cooperate to facilitate open access publishing for Affiliated Corresponding Authors by allowing them to publish accepted Eligible Articles in ACMs peer-reviewed scholarly publications on an Open Access basis.

Additionally, this Agreement aims to contribute to ACM's efforts to transition its entire portfolio of peer-reviewed scholarly publications to a fully Open Access model on a going forward basis.

- This Agreement shall also provide Authorized Users with perpetual access rights to ACM Published contents of the ACM Digital Library in accordance with the terms listed in Section 4, Article 1 below. During the Term of this Agreement, as defined in Section 5, Article 1 below, Authorized Users will also have full use of the ACM Digital Library Premium. This offers Users the most robust user experience including a complete research experience with unrestricted access to ACM's full suite of search tools and analytical features, supporting advanced discovery, collaboration, and workflow efficiency.

Through our participation, both the Consortium and ACM commit to a joint process to implement and oversee the new ACM Open model, and to co-operate and address issues that may arise during the course of the Agreement term.

## II. DEFINITIONS

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Premium access to the ACM Digital Library Platform. It is ACM's intention to transition to a fully Open Access publication model as from January 1, 2026. As Licensees of ACM Open all ACM published articles affiliated with Member Institutions will be made available in both the Premium and Basic Versions of the ACM Digital Library Platform.

The Premium Version of the ACM Digital Library Platform will contain a wide range of enhanced content, features, and functionality, including but not limited to access to:

- o Multiple versions of ACM published articles,
- o *ACM Guide to Computing Literature Index*, containing the largest curated database of ACM and non-ACM abstracts, full-text ACM and Hosted non-ACM full-text content, and related search and discovery features, Videos, Research Artifacts, Computer Science Curricula Recommendations, Citation Data, Usage Data, Advanced Search, Content Recommendation Engine, Institutional and Author Profile aggregated data,
- o ACM's Computing Classification System,
- o COUNTER 5 Usage Statistics, Social Media integration, Topic Based Collections, AI Enabled Multi-language Article Summaries, Personalization Features, Table of Contents Notifications, Institutional Site Branding and End User Messaging for institutional customers, and additional features currently under development.

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By institution and for all institutions:

- a) Adoption by institutions: number of institutions that have signed on, by tiered band.
  - b) Open licensing: what sort of author copyright licenses have been selected, in what number and proportion.
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## V. TERM AND TERMINATION



1. Term. The term of this Agreement shall be **three (3) years**, commencing on, **January 1, 2026 (the Effective Date) and extending through December 31, 2028.**

Early Termination for Financial Hardship. If sufficient funds are not provided, allocated, or allotted in future budgets of the Member institution(s) for library acquisitions to permit the Member, in the exercise of its reasonable administrative discretion, to continue this Agreement, the Member institution may elect to renegotiate or cancel its participation in this Agreement beginning on January 1 of such subsequent year without further duty or obligation, provided that ACM is notified as soon as possible, but no later than November 1 of the preceding year of such cancellation or renegotiation. The member institution shall be required to provide evidentiary documentation that there have been significant budgetary reductions causing financial hardship in order for this Early Termination clause to be valid.

2. Termination for Breach. If either party believes that the other has materially breached any obligations under this Agreement, such party shall so notify the breaching party in writing. The breaching party shall have sixty (60) days from the receipt of notice to use all reasonable means to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the sixty (60) day period, the non-breaching party shall have the right to terminate the Agreement without further notice. If this Agreement ends for breach, ACM may terminate access to the Licensed Materials subject to Section 4, Article 12. Authorized copies of the Licensed Materials made by Authorized Users may be retained for educational, research and scholarly purposes and used subject to the terms of this Agreement.

## VI. FEES

1. The 2026-2028 Tiered-Band Open Access Agreement fee shall be [REDACTED] **US the first year (2026)**, [REDACTED] **US the second year (2027)**, and [REDACTED] **US the third year (2028)**. Payment will be delivered by the Consortium within net 30 days of receipt of an invoice from ACM.
2. In the event of non-payment beyond 90 days from the invoice date, ACM reserves the right to initially suspend the Licensees participation in ACM Open "publishing" activities only until payment has been received. "Read" access will continue for an additional 60 days, or until payment is received. If payment is not received within 60 days, "Read Access" will also be suspended. In the event of temporary suspension as a result of non-payment, ACM will not refund or prorate the invoice for the period of suspended access or offer any refunds for any paid APCs by authors during the period of suspended access.

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6. **Amendments.** All amendments and modifications to this Agreement shall be made in writing and be signed by duly authorized representatives of both parties.



The parties hereby agree to the above terms,

**Signatures**

On behalf of the

**Consortium**

  
Sig

  
Print Name

Director of Shared Collections, CDL  
Title

1/29/2026  
Date

**ACM**

  
Signature

  
Print Name

Director of Publications  
Title

1/30/2026 | 12:58 PM PST  
Date



**Schedule A**

The following tier-based pricing schedule shall remain in effect through **December 31, 2028**. Tiering is based on the average article output for each institution from the three most recent complete calendar years.

For the purposes of this Agreement, the Members will be treated as collection of institutions with individually assigned tiers, which are based on the average articles published annually from **2022-2024**. During the term of this Agreement, the Members shall remain at the below mentioned tiers and pricing shall be frozen at each assigned tier annually for the three-year term of this Agreement. Six months prior to the completion of the three-year term, ACM shall provide the Members with a new tier-based pricing schedule along with detailed article output data and an updated three-year article output average from which pricing will be determined.

MEMBER INSTITUTION	2026-2028 ACM Open Tier	2026 OA Tier List Price	2026 Price	2027 Price	2028 Price
UC San Diego	1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
UC Berkeley	1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
UC Irvine	1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
UC Los Angeles	2	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
UC Santa Cruz	3	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
UC Santa Barbara	3	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
UC Riverside	4	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
UC Davis	4	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Lawrence Berkeley National Laboratory	7	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]00
UC Merced	10	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
UC San Francisco	10	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
UC Office of the President	N/A	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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