



Agreement

between

The Regents of the University of California, with its principal offices at The California Digital Library, University of California Office of the President, 1111 Franklin Street Oakland, CA 94607 United States

(hereinafter CDL)

represented by



and

Copernicus Gesellschaft mbH
Bahnhofsallee 1e
37081 Göttingen,
Germany

(hereinafter Copernicus Publications)

represented by



about a payment of funds to be used for publishing in open-access journals published by Copernicus Publications.

Preamble

- (1) Open-access journals for the purpose of this agreement are peer-reviewed scientific journals whose articles are freely accessible via the Internet. Related costs for the review, production, publication, and archiving of scientific articles published in such journals are typically paid by authors of the articles through article processing charges (APCs).
- (2) The California Digital Library (CDL) is a unit within the University of California Office of the President. CDL oversees and coordinates shared library management on behalf of the 10 campuses, six academic medical centres and three national laboratories of the University of California. CDL is responsible for the system-wide negotiation and licensing of shared digital materials for the University of California Libraries. Authors of scientific articles for the purpose of this contract are therefore scientists working in research units of University of California.
- (3) Copernicus Publications is a professional publisher specializing in open-access journals.





- (4) CDL aims to support open-access publications by providing an annual fund to Copernicus Publications used to cover all costs related to publishing articles by authors affiliated to CDL under well-defined conditions. These conditions are the subject of the following paragraphs.

§ 1 Article processing services and copyright

- (1) Copernicus Publications offers a service called Editorial Support to coordinate online the communication between editors, referees, and authors from the submission of the manuscript to its final acceptance.
- (2) Copernicus Publications produces accepted manuscripts (image processing, typesetting, and English language copy-editing) and organizes proofreading until a final version of the manuscript is ready for publication.
- (3) The final version of the produced manuscript is published and archived on servers operated by Copernicus Publications. Furthermore, these articles as well as their bibliographic metadata are transferred electronically to external indices, databases, and archives. Long-term preservation is guaranteed through the services CLOCKSS and Portico. CDL will receive the articles and article data as needed.
- (4) Articles in journals published by Copernicus Publications are currently distributed under the Creative Commons Attribution 4.0 License. The authors retain the copyright.

§ 2 Flat fee for article processing & publication

- (1) The following institutions of University of California are covered in this agreement:

University of California, Davis (<https://ror.org/05rrcem69>)
University of California, Berkeley (<https://ror.org/01an7q238>)
University of California, Irvine (<https://ror.org/04gyf1771>)
University of California, Los Angeles (<https://ror.org/046rm7j60>)
University of California, Merced (<https://ror.org/00d9ah105>)
University of California, Riverside (<https://ror.org/03nawhv43>)
University of California, San Diego (<https://ror.org/0168r3w48>)
University of California, San Francisco (<https://ror.org/043mz5j54>)
University of California, Santa Barbara (<https://ror.org/02t274463>)
University of California, Santa Cruz (<https://ror.org/03s65by71>)

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Lawrence Berkeley National Laboratory (<https://ror.org/02jbv0t02>)

CDL confirms that institution names and unique identifiers (ROR ID) as listed above should be used in Copernicus Publications' manuscript registration forms to enable authors to indicate participation in the agreement.

- (2) Copernicus informs CDL annually about the fund required to cover the subsequent year, see § 4. The actual amount for a given year and invoicing details are regulated in Annex 1 to this agreement.
- (3) During the term of this agreement, if a manuscript accepted for publication in a participating journal lists a corresponding author affiliated to one of the CDL institutions, all publications charges are discounted following the scheme outlined in Annexes 1 and 2 to this agreement.
- (4) Participating journals for a given term are listed in Annex 2 to this agreement.
- (5) The relevant date for (3) is the acceptance date.
- (6) To provide CDL with an overview of articles covered by the fund, Copernicus Publications will provide the following information upon request or via the third-party service Open Access Switchboard (OASB):
 - a. journal name, ISSN or eISSN, and manuscript number;
 - b. title of the manuscript;
 - c. author names;
 - d. number of pages published;
 - e. one- or two-stage journal;
 - f. DOI;
 - g. List price APC (in USD);
 - h. Discounted APC paid by author (in USD).
- (7) The following information can be accessed in the Institutional Agreement Overview via the online tool Copernicus Office Editor:
 - a. author affiliations;
 - b. submission date;
 - c. acceptance date;
 - d. publication date.
- (8) All information mentioned above can also be obtained on the public HTML page of the published article.

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§ 3 Intermediaries

- (1) CDL is free to select a third-party intermediary (hereafter called Data Processing Partner) to handle communication and/or settlement of invoices with Copernicus Publications. CDL thereby instructs Copernicus Publications to deliver article and/or invoice metadata to this third party, including but not limited to author names, article submission date, publication date, affiliations, and article processing charges.
- (2) In case of § 3 (1), Copernicus Publications assumes that all obligations to comply with applicable data protection regulations lie with the CDL and the Data Processing Partner chosen by CDL. Copernicus Publications only acts on behalf of the CDL in sharing the data. Copernicus Publications clarifies technical details on forwarding the data with the Data Processing Partner and assumes that the CDL has checked relevant processes of the Data Processing Partner in terms of applicable data protection laws. In particular, the Data Processing Partner shall:
 - a. process personal data only to the extent strictly necessary for the agreed purpose;
 - b. comply with all applicable data protection laws with regard to such personal data;
 - c. protect the rights of all data subjects and ensure that it has in place appropriate technical and organizational measures to protect against unauthorized or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, personal data;
 - d. report any suspected or actual personal data breach(es) promptly to Copernicus Publications in writing and provide all assistance required by Copernicus Publications in dealing with any actual or suspected data breach.
- (3) For the purposes of clause § 3 (2), the terms "personal data", "process", "data subject", and "personal data breaches" shall have the meanings given to them in the applicable data protection laws.
- (4) In case of § 3 (1) Copernicus Publications cannot be held liable for possible flaws in the implementation of applicable data protection laws by the Data Processing Partner chosen by the CDL, or any consequences of these flaws.

§ 4 Annual fund updates

- (1) The annual fund is calculated based on:

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- a. the actual number of published articles related to CDL (through a corresponding author named on the published article) in the past 12 months (typically 1 June until 31 May of the year preceding the respective term), and
 - b. the total APC for an equal number of published articles that would be levied to authors in the absence of this agreement during the respective term, and
 - c. a growth factor, reached through good faith conversations between CDL and Copernicus Publications, taking into account historical publication data related to CDL in the past 3 calendar years preceding the respective term.
- (2) Towards the end of the agreement period, but no longer than 3 months in advance, Copernicus Publications communicates the updated fund to CDL.

§ 5 Period of validity

- (1) This agreement becomes effective on 1 January 2025 and shall remain in force and effect for a term of 12 months. Unless cancelled in time by either side, the agreement renews automatically for the duration of a 12-month term.
- (2) If renewed, both parties agree upon a new fund through the update of Annexes 1 and 2 for the subsequent 12-month term based on § 4. If no agreement is reached, the agreement is cancelled automatically by the end of the current term.
- (3) Cancellation of the agreement is through a one-month notice in writing. An exception is § 5 (2).

§ 6 Final clauses

- (1) Subsidiary agreements to this agreement are not made. Changes require the written form.
- (2) If individual regulations of this agreement are ineffective or impracticable or become ineffective or impracticable after the signing of the agreement, the general effectiveness of the agreement is not affected. The ineffective or impracticable regulations shall be replaced by effective or practicable regulations whose effects are as close as possible to the economic objectives that both parties pursued with the ineffective and/or



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impracticable regulations. The preceding rule is also valid in the case that the agreement proves to be incomplete.

- (3) This Agreement shall be interpreted and construed according to, and governed by, the laws of California, excluding any such laws that might direct the application of the laws of another jurisdiction.
- (4) Indemnities: Copernicus Publications shall indemnify and hold harmless CDL and authorized users for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, that arise from any third-party claim that alleges copyright infringement or other intellectual property infringement arising from the use of the Licensed Materials by CDL or any authorized user. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION. This § 6 (4) shall survive the termination of this Agreement.

For The Regents of the University of California

DocuSigned by:
[Redacted Signature]

[Redacted Name]

Director of Shared Collections, CDL

For Copernicus Publications

DocuSigned by:
[Redacted Signature]

[Redacted Name]

Managing Director

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Annex 1 – Flat fee calculation

(1) The total fund calculation is based on:

Number of articles published in participating journals, listing a corresponding author associated to CDL published between 1 June 2023 and 31 May 2024: 78

Projected increase in publications: 5%

Theoretical projected APC in 2025, in absence of an agreement (i.e. list price): [REDACTED]

Agreement discount on list price APC: **10%**

Theoretical projected APC in 2025 with an agreement: [REDACTED]

Author discount on agreement APC: **50%**

The flat fee for CDL valid for articles to be published in participating journals with an acceptance date between 1 January 2025 and 31 December 2025 is set to [REDACTED] (\$ [REDACTED] **conversion on 13 December 2024**) net.

(2) Participating journals and respective author APCs after all discounts are listed in Appendix 2.

(3) The invoice shall itemize the incremental cost attributed to the inclusion of Lawrence Berkeley National Lab ([REDACTED]) separately from that attributed to the rest of the UC system ([REDACTED]).

(4) The invoice is sent to: California Digital Library, University of California, Geisel Library, 9500 Gilman Drive 0175K, La Jolla, CA, USA, 92093-0175, (8 [REDACTED] email: [REDACTED])

For The Regents of the University of California

DocuSigned by:
[REDACTED]

[REDACTED]

Director of Shared Collections, CDL

For Copernicus Publications

DocuSigned by:
[REDACTED]

[REDACTED]

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Annex 2 – Participating journals and discounted APC

- (1) Table 1 lists participating journals as well as net APCs for articles to be published in participating journals with an acceptance date between 1 January 2025 and 31 December 2025. Prices are valid for regular full-length article types such as e.g. research articles, reviews, and data articles.

Table 1: Net APC of participating journals, regular full-length article.

Journal	Agreement APC (€)	CDL author APC (€)	List APC (€)
Annales Geophysicae (ANGEO)	1,215	607.50	1,350
Advances in Geosciences (ADGEO)	810	405	900
Atmospheric Chemistry and Physics (ACP)	1,620	810	1,800
Atmospheric Measurement Techniques (AMT)	1,620	810	1,800
Biogeosciences (BG)	1,620	810	1,800
Climate of the Past (CP)	1,782	891	1,980
Earth Surface Dynamics (ESurf)	1,620	810	1,800
Earth System Dynamics (ESD)	1,620	810	1,800
Earth System Science Data (ESSD)	1,260	639	1,400
Geochronology (GChron)	1,620	810	1,800
Geoscience Communication (GC) ¹	1,215	607.50	1,350
Geoscientific Instrumentation, Methods and Data Systems (GI)	1,215	607.50	1,350
Geoscientific Model Development (GMD)	1,782	891	1,980
Hydrology and Earth System Sciences (HESS)	1,620	810	1,800
Natural Hazards and Earth System Sciences (NHES)	1,620	810	1,800
Nonlinear Processes in Geophysics (NPG)	1,215	607.50	1,350

¹ Valid for submissions from 1 July 2025.

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Journal	Agreement APC (€)	CDL author APC (€)	List APC (€)
Ocean Science (OS)	1,620	810	1,800
SOIL (SOIL)	1,620	810	1,800
Solid Earth (SE)	1,620	810	1,800
The Cryosphere (TC)	1,620	810	1,800
Weather and Climate Dynamics (WCD)	1,215	607.50	1,350

(2) For journals listed in Table 1, prices for manuscript types consistently shorter than regular full-length articles are set to **€405 net per article** (list price €900 net). As of January 2025 this includes:

- a. Letters (ACP, BG, ESD, ESurf, GC, NPG, OS, SOIL)
- b. ANGEО communicates
- c. Brief communication (HESS, NHESS, NPG, TC)
- d. GC Insights
- e. Ideas (ESD, WCD)
- f. Peer-reviewed comments (any journal)
- g. Short communication (ESD, ESurf, GChron, SOIL, SE)
- h. SOIL Forum articles
- i. WCD Meeting summary

(3) Several societies that partner with Copernicus Publications for publication have opted out of this agreement; Copernicus Publications recognizes that UC would prefer for these publications to be included and will discuss future inclusion with them during the course of the agreement.

For The Regents of the University of California

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[Redacted Signature]

[Redacted Name]

Director of shared collections, CDL

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