

Attn: [REDACTED]  
California Digital Library  
University of California  
415 20<sup>th</sup> Street, 4<sup>th</sup> Floor  
Oakland, CA 94612  
USA

13<sup>th</sup> February 2002

Dear [REDACTED]

### Consortia Agreement

We refer to the Consortia Agreement between the Regents of the University of California and IOPP Publishing Limited of 1 November 1999 ("the Agreement").

We set out below certain variations to the Agreement. If you agree with such variations please sign and date the duplicate copy of this letter and return it to Desmond Reaney at the address given below.

#### 1. The Licence Period

Clause 5 shall be varied by the substitution of 2003 in place of 2001.

#### 2. The Annual Licence Fee

The following shall be substituted in place of Clause 6.3: "In 2002 the Annual Licence Fee will be a sum equal to [REDACTED] of the Base Price (the Base Price being the sum of the 2002 subscription prices in respect of each journal to which the Licensees subscribed in 2001). In 2003 the Annual Licence Fee will be a sum equal to [REDACTED] of the Base Price (the Base Price being the sum of the 2003 subscription prices in respect of each journal to which the Licensees subscribed in 2001)."

#### 3. Cancellations

A new clause 6.13 will be added as follows: "In 2002 the Consortium may cancel subscriptions up to a maximum value of [REDACTED]. In 2003 the Consortium may cancel subscriptions up to a maximum value equal to [REDACTED] of the 2003 prices of the journals subscribed to by Licensees in 2001."

#### 4. Cancellation payment

A new clause 6.14 will be added as follows: "No later than 15 February 2002 the Consortium will pay IOPP a sum equal to [REDACTED] of the 2001 price of journals being cancelled by Licensees in 2002. No later than 15 February 2003 the Consortium will pay IOPP a sum equal to [REDACTED] of the 2001 price of journals cancelled by Licensees in 2002 and of those being cancelled in 2003."

#### 5. The Archive

IOPP is in the process of digitising its archive from 1874 to 1991. When this process is complete IOPP will make it available to the Consortium free of charge.

#### 6. Journal of High Energy Physics ("JHEP")



As soon as IOPP is able to make JHEP available it will be made available to the Consortium free of charge during 2002 and 2003.

**7. Nuclear Fusion ("NF")**

In the event that IOPP starts to publish NF during the term of the Agreement the parties will use all reasonable endeavours to agree a favourable price at which such journal may be made available to the Consortium.

**8. Schedule 2 The Publications**

The parties agree to substitute the Schedule attached to this letter in place of Schedule 2 in the Agreement.

**9. Continuous Service**

IOPP shall use reasonable efforts to provide continuous service seven (7) days a week with an average of 98% up-time per month. The 2% down-time includes periodic unavailability due to maintenance of the server(s), the installation or testing of software and the loading of additional licensed materials as they become available. Scheduled down-time will be performed at a time to minimize inconvenience to the Consortium and its Authorized Users.

If the licensed materials fail to operate in conformance with the terms of this Agreement, the Consortium shall immediately notify IOPP, and IOPP shall promptly use reasonable efforts to restore access to the licensed materials as soon as possible. In the event that IOPP fails to repair the nonconformity in a reasonable time, IOPP shall reimburse the Consortium in an amount equal to a percentage of the Annual Licence Fee. The percentage is the time the licensed materials fail to operate in conformance with the terms of this Agreement in the year, expressed as a percentage.

**10. Electronic Links**

The University of California is committed to the use of the emerging OpenURL standard to allow linking to related materials in other locations. If IOPP does not use the OpenURL standard, IOPP staff will provide information to the Consortium upon request to assist the Consortium in creating links directly from UC's library catalogs and licensed resources to the content at the journal, issue and article levels.

All other terms of the Agreement shall remain in full force and effect.

Please indicate your acceptance of agreement to the terms of this letter by signing, dating and returning the duplicate copy.

Signed by: [Redacted] .....For and on behalf of IOP Publishing Limited.  
Ken Lillywhite, Director

Date: 13/2/2002 [Redacted]

Signed by: [Redacted] .....For and on behalf of the Regents of the University of California.

Date: 14/2/2002

Name of Journal	2002 Price	# of Subs	Contrib. To Base Price	Printed Version Available (Y/N)
Chinese Physics	\$		1 \$	YES
Chinese Physics Letters	\$		1 \$	YES
Classical & Quantum Gravity	\$		1 \$	YES
Combustion Theory & Modelling	\$		3 \$	YES
European Jnl of Phys	\$		1 \$	YES
Inverse Problems	\$		0 \$	NO
Jrnl of High Energy Physics	Subject to paragraph 6 of variation letter, no charge to UC consortium in 2002-2003.		0 n/a	NO
Jrnl of Micromechanics & Microengineering	\$		1 \$	YES
Jrnl of Optics A: Pure & Applied Optics	\$		1 \$	YES
Jrnl of Optics B: Quantum & Semiclassical Optics	\$		2 \$	YES
Jrnl of Phys A: Mathematical & General	\$		3 \$	YES
Jrnl of Phys B: Atomic, Molecular & Optical Phys	\$		3 \$	YES
Jrnl of Phys: Condensed Matter	\$		3 \$	YES
Jrnl of Phys D: Applied Physics	\$		3 \$	YES
Jrnl of Phys G: Nuclear & Particle Phys	\$		2 \$	YES
Journal of Radiological Protection	\$		0 \$	NO
Journal of Turbulence	\$		1 \$	YES
Measurement Science & Technology	\$		2 \$	YES
Modelling & Simulation in Mat Sci & Engineering	\$		1 \$	YES
Nanotechnology	\$		1 \$	YES
Network	\$		1 \$	YES
Nonlinearity	\$		1 \$	YES
Nuclear Fusion	Subject to paragraph 7 of variation letter, price to be agreed.	to be agreed	to be agreed	to be agreed
Phys Education	\$		0 \$	NO
Phys in Med & Bio	\$		5 \$	YES
Physiological Measurement	\$		0 \$	NO
Plasma Physics & Controlled Fusion	\$		4 \$	YES
Plasma Sources Sci & Tech	\$		0 \$	NO
Public Understanding of Science	\$		0 \$	NO
Quantitative Finance	\$		1 \$	YES
Reports on Progress in Phys	\$		3 \$	YES
Semiconductor Sci & Tech	\$		1 \$	YES
Smart Materials & Structures	\$		2 \$	YES
Superconductor Sci & Tech	\$		1 \$	YES
Waves in Random Media	\$		1 \$	YES
Package B	\$		5 \$	YES
Package C	\$		0 \$	NO
Package D	\$		0 \$	NO
Package E	\$		0 \$	NO
Package F (w/ pack B)	\$		3 \$	YES
Package F (stand alone)	\$		0 \$	NO
Package I	\$		0 \$	NO
Package Z	\$		0 \$	NO
			58 \$	

BASE PRICE: \$

ANNUAL LICENSE FEE: \$

AMOUNT TO BE PAID: \$