

2020

## Public Library of Science (PLoS) 2020 Iowa State OA Final

PLoS

Iowa State University

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## **PLOS Annual Flat Fee Account Agreement**

### **PARTIES**

The parties hereto (“Parties”, or singularly, “Party”) are **Public Library of Science**, whose registered office is situated at 1160 Battery Street, Koshland Building East, Suite 225, San Francisco, CA 94111, USA (“**PLOS**”), and Iowa State University, with an address at 701 Morrill Road, Ames, Iowa 50011 (“**Customer**”).

### **BACKGROUND**

- 1.0 PLOS is a nonprofit open access publisher with a library of open-access journals.
- 1.1 Customer would like authors employed by or affiliated with Customer to publish with PLOS in a manner that removes the responsibility of tracking and managing individual article processing charge (“APC”) micropayments per article.
- 1.2 As an alternative to APC micropayments per article, PLOS offers a flat fee, annual payment option for publication in any PLOS journal, based on a Customer’s publishing trends with PLOS, that locks-in the APC rates applicable on the date of an Annual Flat Fee Account agreement with PLOS.
- 1.3 This Annual Flat Fee Account agreement (“Agreement”) is for the purpose of memorializing the terms whereby Customer will pay PLOS a flat fee (per year) as consideration for PLOS’ review and publication of articles accepted by PLOS during the Term where the corresponding (lead) author is employed by or affiliated with Customer (“Author” or “Authors”). PLOS’ APCs as of the Effective Date of this Agreement are attached hereto as Appendix A. The flat fee annual payment under this Agreement locks in the APC rates set forth in Appendix A, with a 5% discount offered by PLOS to the Customer.

### **EFFECTIVE DATE**

- 2.0 The Effective Date of this Agreement is July 1, 2020 (“Effective Date”).

### **TERM OF THIS AGREEMENT**

- 3.0 The term of this Agreement begins on the Effective Date and ends three years from the Effective date (“Term”), or earlier when terminated pursuant to the terms of this Agreement.



## **ANNUAL PUBLICATION FEE**

4.0 Customer agrees to pay PLOS an upfront annual fee (“Annual Fee”) each year during the Term of this Agreement for PLOS’ review and publication of research articles by Authors during the Term. Customer agrees to pay the Annual Fee, as indicated below. Customer and its Authors shall not be eligible for waivers. The Annual Fee to be paid by Customer is:

\$54,000 USD for year 1

\$54,000 USD for year 2, subject to section 4.2

\$54,000 USD for year 3, subject to section 4.2

4.1 The Annual Fee was calculated based on historical Author publications with PLOS averaging at 30 Author articles each year (“Annual Publication Volume”). Subject to section 4.2, PLOS agrees to cover the cost of publication of Author articles that exceed the Annual Publication Volume per year and in exchange, Customer understands that it will not be entitled to a refund of any portion of the Annual Fee if PLOS publishes less than the Annual Publication Volume per year.

4.2 In the event the publication of Author articles in any one year during the Term is greater or lesser than 5% of the Annual Publication Volume, the Parties will renegotiate the Annual Fee sixty (60) days prior to the start of the following year to reflect the change in publication volume.

## **PAYMENT**

5.0 Customer will pay PLOS the Annual Fee in full in the manner identified on PLOS’ invoice, as follows:

Year 1 Annual Fee – due fourteen (14) days from the Effective Date of this Agreement

Year 2 Annual Fee – due fourteen (14) days prior to the start of year 2 of this Agreement

Year 3 Annual Fee – due fourteen (14) days prior to the start of year 2 of this Agreement

5.1 PLOS will send Customer a monthly report showing the accepted manuscripts. The statement shall also show the name of the Author, the manuscript submission date, the journal title, the article title, and Journal ISSN. Customer will notify PLOS in writing within fourteen (14) days of receipt of the report of any incorrect information or discrepancy in the report, and absent such notification will be deemed to have accepted the monthly report as correct.

5.2 Within sixty (60) days of the termination date, if Customer wishes to renew this Agreement, the Parties will discuss the terms of such renewal and enter into a new agreement or an amendment to this Agreement to reflect the new agreed-upon renewal term and fee.



## **PUBLICATION OF ARTICLES**

6.0 Author manuscripts submitted to PLOS will be reviewed in accordance with PLOS' ethical, editorial, and technical standards and requirements, and all related editorial and publication decisions will be made in PLOS' sole discretion.

6.1 Manuscripts accepted by PLOS for publication will be published under Creative Commons license CC BY 4.0.

## **CONSORTIUM CUSTOMERS ONLY**

7.0 If Customer is a consortium, this Agreement will cover Authors from the academic institutions listed on Appendix B attached hereto.

## **NOTICES**

8.0 Notices required under this Agreement shall be in writing and shall be sent to the other Party marked for the attention of the person at the email address set out for such Party in this Agreement. All notices sent by Customer to PLOS shall include a cc to [institutionalbilling@plos.org](mailto:institutionalbilling@plos.org).

## **TERMINATION**

9.0 Either Party may terminate this Agreement for any reason on ninety (90) days' written notice to the other Party.

9.1 Either Party may terminate this Agreement for cause due to the other Party's material breach if such breach remains uncured thirty (30) days after written notice of the breach is given by the Party claiming the breach. A termination for cause shall be effective three (3) days after written notice of such termination is given.

9.2 Either Party may terminate this Agreement with immediate effect from the date of written notice if the other Party (a) files for bankruptcy protection or makes an assignment for the benefit of creditors, (b) is the subject of an order made for the winding up of its operations, (c) becomes subject to an administration order or a receiver or trustee, (d) becomes insolvent, or (e) ceases to do business or threatens to cease to do business.

9.3 Except as expressly provided for herein, the Parties' respective rights and obligations under this Agreement end immediately upon termination.



9.4 Within thirty (30) days following termination, PLOS shall refund to Customer any amounts in Customer's account with PLOS, minus the actual, applicable article processing charge (APC) for articles accepted by PLOS up until the termination date. In such event, Customer agrees that it is responsible for payment of APCs for every article submitted by an Author on or before the termination date and subsequently accepted by PLOS for publication, regardless of the actual publication date.

#### **LIMITATION OF LIABILITY**

10.0 TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW: (I) UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OR RELATED TO THIS AGREEMENT, EVEN IF A PARTY (OR A PARTY'S AUTHORIZED REPRESENTATIVE) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY TO THE OTHER PARTY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, WARRANTY, OR OTHERWISE) EXCEED THE AMOUNT PAID BY ORGANIZATION TO PLOS DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM OR ONE HUNDRED DOLLARS, WHICHEVER IS GREATER. LIABILITY FOR WILFUL MISCONDUCT SHALL REMAIN UNAFFECTED.

#### **GENERAL**

11.0 The waiver by either Party of its rights in respect of its rights regarding any breach of any provision(s) of this Agreement shall not be taken or held to be a waiver of such rights with respect to any other or subsequent breach thereof.

11.1 No amendment or alteration of this Agreement shall be valid unless made in writing and signed by a duly authorized representative of both Parties.

11.2 If any part of this Agreement is found to be unreasonable, invalid or unlawful under any enactment or rule of law, the Court shall have the power to strike out or override that part whether it be an entire clause or clauses or some part or parts thereof and enforce this Agreement as if the offending part or parts had not been included.

11.3 This Agreement constitutes the entire agreement between the Parties. Other than as expressly



stated otherwise in this Agreement neither Party shall be under any liability for any representations made prior to or during the operation of this Agreement.

11.4 Each Party agrees that the individual signing this Agreement on its behalf is authorized to do so and to legally bind that Party to the terms hereof.

11.5 Intentionally omitted.

11.6 The Parties specifically disavow any desire or intention to create a third party beneficiary contract, and specifically declare that no person, except for the Parties and their permitted assigns, shall have any rights hereunder nor any right of enforcement hereof.

11.7 Neither Party may assign its rights or obligations under this Agreement to another person or entity without the written consent of the other Party, which consent shall not be unreasonably withheld. No consent shall be necessary in the event of an acquisition of substantially all of the assets of a Party. Subject to the foregoing, this Agreement will bind and inure to the benefit of and be enforceable by the Parties, their respective successors, and permitted assigns.

11.8 Neither Party shall be liable to the other for performance rendered impossible due to circumstances beyond the control of the Party, such as acts of God, war, government regulations, disaster, strikes (except those involving the employees or agents of the party seeking the protection of this clause), or civil disorder. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical – but in no event longer than ten (10) days – after learning of such basis.

*[Signature Page Follows]*

Dated: April \_\_, 2020 4/15/2020

DocuSigned by:  
  
Signed by \_\_\_\_\_  
Sara Rouhi, Director Strategic Partnerships, on behalf of **PLOS**  
1160 Battery St., Suite 225, San Francisco, CA 94111  
Email: srouhi@plos.org

Dated: April \_\_, 2020 4/15/2020

DocuSigned by:  
  
Signed by \_\_\_\_\_  
Cory Harms  
Print Name: \_\_\_\_\_  
Title: Chief Procurement Officer  
On behalf of Iowa State University  
Email: c1harms@iastate.edu



## APPENDIX A

### PLOS' Publication Fees by Journal:

The publication fees listed below are current as of the Effective Date of this Agreement.

JOURNAL	APC (reflected in USD)
PLOS ONE	\$1,695 USD
PLOS ONE Registered Report Protocol	\$1,300 USD*  * The APC for Registered Reports Articles will be waived for submissions associated with Registered Report Protocols submitted before July 31, 2020 at midnight Pacific Time.
PLOS ONE Registered Report Article	\$750 USD
PLOS MEDICINE	\$3,000 USD
PLOS GENETICS	\$2,500 USD
PLOS PATHOGENS	\$2,500 USD
PLOS BIOLOGY	\$3,000 USD
PLOS COMPUTATIONAL BIOLOGY	\$2,500 USD
PLOS NEGLECTED TROPICAL DISEASES	\$2,350 USD