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(d) Assignment. Neither party may assign this Agreement, or sublicense, assign or delegate any right or obligation hereunder, by operation of law or otherwise, without the prior written consent of the other party.

[REDACTED]

(e) Entire Agreement. This Agreement, including all annexes, exhibits and schedules, contains the final and entire agreement of the parties on the subject matter herein and supersedes all previous and contemporaneous oral or written negotiations or agreements on the subject matter herein.

(f) Amendment. This Agreement may not be amended except in a writing executed by an authorized representative of each party.

(g) Severability. If any provision of this Agreement shall be held to be invalid or unenforceable under applicable law, then such provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its unenforceability. Such provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of this Agreement.

(h) Confidentiality. The Licensee may publish information about existence of this agreement and its scope, the total amount of the fees and the number of articles covered by this agreement.

(i) Governing Law. The provisions of the Contract shall be interpreted in accordance with their true meaning and effect. Without prejudice to the Licensee's status as an intergovernmental organisation, reference shall be made to Swiss substantive law where: (a) a matter is not specifically covered by the Agreement; or (b) a provision is ambiguous or unclear. Such reference shall be made exclusively for the matter or the provision concerned, and shall in no event apply to the other provisions of the Agreement.

(j) Forum for Disputes. Arbitration. If any dispute under the Agreement fails to be settled amicably, the parties shall resort to the arbitration procedure defined below, drawn up by the Licensee in accordance with its status as an intergovernmental organisation. Notwithstanding the reference of any dispute to arbitration, the parties shall continue to perform their obligations under the Agreement.

1. Within thirty days of a party giving to the other party written notification 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.
2. If the second party fails to appoint an arbitrator or if 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 shall subsequently be appointed by the parties, at the request of the first party to do so.
3. None of the arbitrators shall be drawn from amongst persons who are or have been in any way in or at the service of the Licensee or IEEE or any subsidiary or affiliate of the latter or who have any other conflict of interest. The arbitrators shall act impartially in the execution of their duties.
4. The arbitration proceedings shall take place in Geneva. The parties shall agree on the terms of reference of the arbitration tribunal, including the procedure to be followed, within thirty days of the appointment of the third arbitrator.
5. The arbitration tribunal shall faithfully apply the Agreement and shall set out in its 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 specify how such costs are to be divided. The arbitration tribunal shall have no authority to award interest.
6. The arbitral award shall be final and binding upon the parties, which hereby expressly renounce the right to 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 award or to correct computational 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 arbitral award shall be suspended.

7. Save to the extent required by law, the arbitral award shall not be published or its contents made known to any third party without the prior written approval of each party.

(k) Force Majeure. Any prevention of or delay in either party's performance hereunder due to national labor disputes, acts of God, governmental restrictions, enemy or hostile governmental action, fire or other casualty or other causes beyond such party's reasonable control shall excuse such party's performance of its obligations hereunder for a period equal to the duration of any such prevention or delay.

(l) Non-Waiver. The failure of either party to require strict performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

(m) Survival. The provisions of this Agreement that should by their nature survive termination of this Agreement shall survive such termination, including, but not limited to, Sections 3(c), 4, 5(c), 6, 7, 8 and 9.

(n) Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

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(p) No waiver of CERN's status. Nothing in this Agreement shall imply or be construed as a waiver by the Licensee of its privileges and immunities granted to it by its Host and other States by virtue of its status as an intergovernmental organization.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth below.

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CERN

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- B. IP address(es) of proxy server(s):

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- C. Intended use(s) of proxy server(s) - check all that apply:

☐ Load balancing

☒ Provide Remote Access

☐ Other (please specify): _____

Licensee Responsibilities

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OPEN ACCESS PUBLICATION**

1. Licensee and its Authorized Authors shall be permitted to publish up to one-hundred and twenty (120) articles in the Journals during the contract term of January 1, 2021 to December 31, 2023. Any articles exceeding 20% of 120 total will be charged at the regular APC (Article Publishing Costs). Should CERN not meet a total 20% lower than that total, a credit of \$1,400 per article under the total will be provided towards the next renewal.
2. The APCs shall not include color and over-length page charges on all articles published under this Agreement.
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(through a separate purchase order issued to Sam Standards and More)

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YEAR	SUBSCRIPTION TERM	LICENSE FEE
1	January 1, 2021 – December 31, 2021	\$246,755.00 USD
2	January 1, 2022 – December 31, 2022	\$253,430.00 USD
3	January 1, 2023 – December 31, 2023	\$260,345.00 USD

Additional Terms and Conditions:

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2. Payment of the total license fee shall be due in annual installments. IEEE reseller, Sam Standards and More shall invoice Licensee thirty (30) days prior to the beginning of each Start Date and payment of the annual installments shall be due thirty (30) days from the Invoice Date.
3. If Licensee (1) requests to provide access to additional campus locations or (2) effects any other change within its organizational structure that materially increases the scope of its access to the Licensed Products, then the terms and conditions of this Addendum shall be subject to amendment by IEEE and the then current license fee is subject to increase.

SCHEDULE E
FULL OPEN ACCESS AND HYBRID PUBLISHING LIST

Publication Acronym	Publication Title	Open Access Type
ACCESS	IEEE Access	Full Open Access
JEDS	IEEE Journal of the Electron Devices Society	Full Open Access
JMW	IEEE Journal of Microwaves	Full Open Access
JPHOT	IEEE Photonics Journal	Full Open Access
JSTARS	IEEE Journal of Selected Topics in Applied Earth Observations and Remote Sensing	Full Open Access
JTEHM	IEEE Journal of Translational Engineering in Health and Medicine	Full Open Access
JXCDC	IEEE Journal on Exploratory Solid-State Computational Devices and Circuits	Full Open Access
OAJPE	IEEE Open Access Journal of Power and Energy	Full Open Access
OJAP	IEEE Open Journal of Antennas and Propagation	Full Open Access
OJCAS	IEEE Open Journal of Circuits and Systems	Full Open Access
OJCOMS	IEEE Open Journal of the Communications Society	Full Open Access
OJCS	IEEE Open Journal of the Computer Society	Full Open Access
OJEMB	IEEE Open Journal of Engineering in Medicine and Biology	Full Open Access
OJIA	IEEE Open Journal of Industry Applications	Full Open Access
OJIES	IEEE Open Journal of the Industrial Electronics Society	Full Open Access
OJITS	IEEE Open Journal of Intelligent Transportation Systems	Full Open Access
OJNANO	IEEE Open Journal of Nanotechnology	Full Open Access
OJPEL	IEEE Open Journal of Power Electronics	Full Open Access
OJSP	IEEE Open Journal of Signal Processing	Full Open Access
OJSSCS	IEEE Open Journal of the Solid-State Circuits Society	Full Open Access
OJUFC	IEEE Open Journal of Ultrasonics, Ferroelectrics, and Frequency Control	Full Open Access
OJVT	IEEE Open Journal of Vehicular Technology	Full Open Access
TQE	IEEE Transactions on Quantum Engineering	Full Open Access
OJ-CSS	IEEE Open Journal of Control Systems	Full Open Access
CJECE	Canadian Journal of Electrical and Computer Engineering	Hybrid Open Access
COMST	IEEE Communications Surveys & Tutorials	Hybrid Open Access
JBHI	IEEE Journal of Biomedical and Health Informatics	Hybrid Open Access
JERM	IEEE Journal of Electromagnetics, RF and Microwaves in Medicine and Biology	Hybrid Open Access
JESTIE	IEEE Journal of Emerging and Selected Topics in Industrial Electronics	Hybrid Open Access
JESTPE	IEEE Journal of Emerging and Selected Topics in Power Electronics	Hybrid Open Access
JETCAS	IEEE Journal on Emerging and Selected Topics in Circuits and Systems	Hybrid Open Access
JIOT	IEEE Internet of Things Journal	Hybrid Open Access
JLT	IEEE/OSA Journal of Lightwave Technology	Hybrid Open Access
JMASS	IEEE Journal on Miniaturization for Air and Space Systems	Hybrid Open Access
JMEMS	IEEE/ASME Journal of Microelectromechanical Systems	Hybrid Open Access
JMMCT	IEEE Journal on Multiscale and Multiphysics Computational Techniques	Hybrid Open Access
JOE	IEEE Journal of Oceanic Engineering	Hybrid Open Access
JPHOTOV	IEEE Journal of Photovoltaics	Hybrid Open Access
JPROC	Proceedings of the IEEE	Hybrid Open Access

JQE	IEEE Journal of Quantum Electronics	Hybrid Open Access
JRFID	IEEE Journal of Radio Frequency Identification	Hybrid Open Access
JSAC	IEEE Journal on Selected Areas in Communications	Hybrid Open Access
JSAIT	IEEE Journal on Selected Areas in Information Theory	Hybrid Open Access
JSEN	IEEE Sensors Journal	Hybrid Open Access
JSSC	IEEE Journal of Solid-State Circuits	Hybrid Open Access
JSTQE	IEEE Journal of Selected Topics in Quantum Electronics	Hybrid Open Access
JSTSP	IEEE Journal of Selected Topics in Signal Processing	Hybrid Open Access
JSYST	IEEE Systems Journal	Hybrid Open Access
LAWP	IEEE Antennas and Wireless Propagation Letters	Hybrid Open Access
LCA	IEEE Computer Architecture Letters	Hybrid Open Access
LCOMM	IEEE Communications Letters	Hybrid Open Access
LCSYS	IEEE Control Systems Letters	Hybrid Open Access
LED	IEEE Electron Device Letters	Hybrid Open Access
LEMCPA	IEEE Letters on Electromagnetic Compatibility Practice and Applications	Hybrid Open Access
LES	IEEE Embedded Systems Letters	Hybrid Open Access
LGRS	IEEE Geoscience and Remote Sensing Letters	Hybrid Open Access
LMAG	IEEE Magnetism Letters	Hybrid Open Access
LMWC	IEEE Microwave and Wireless Components Letters	Hybrid Open Access
LNAT	IEEE Networking Letters	Hybrid Open Access
LPT	IEEE Photonics Technology Letters	Hybrid Open Access
LRA	IEEE Robotics and Automation Letters	Hybrid Open Access
LSENS	IEEE Sensors Letters	Hybrid Open Access
LSP	IEEE Signal Processing Letters	Hybrid Open Access
LSSC	IEEE Solid-State Circuits Letters	Hybrid Open Access
LWC	IEEE Wireless Communications Letters	Hybrid Open Access
MAHC	IEEE Annals of the History of Computing	Hybrid Open Access
MAP	IEEE Antennas and Propagation Magazine	Hybrid Open Access
MC	Computer	Hybrid Open Access
MCG	IEEE Computer Graphics and Applications	Hybrid Open Access
MCSE	Computing in Science & Engineering	Hybrid Open Access
MIC	IEEE Internet Computing	Hybrid Open Access
MIS	IEEE Intelligent Systems	Hybrid Open Access
MITP	IT Professional	Hybrid Open Access
MM	IEEE Micro	Hybrid Open Access
MMUL	IEEE MultiMedia	Hybrid Open Access
MPRV	IEEE Pervasive Computing	Hybrid Open Access
MRA	IEEE Robotics & Automation Magazine	Hybrid Open Access
MS	IEEE Software	Hybrid Open Access
MSEC	IEEE Security & Privacy	Hybrid Open Access
MVT	IEEE Vehicular Technology Magazine	Hybrid Open Access
RBME	IEEE Reviews in Biomedical Engineering	Hybrid Open Access
RITA	IEEE Revista Iberoamericana de Tecnologías del Aprendizaje	Hybrid Open Access
TAC	IEEE Transactions on Automatic Control	Hybrid Open Access

TAES	IEEE Transactions on Aerospace and Electronic Systems	Hybrid Open Access
TAFFC	IEEE Transactions on Affective Computing	Hybrid Open Access
TAI	IEEE Transactions on Artificial Intelligence	Hybrid Open Access
TAP	IEEE Transactions on Antennas and Propagation	Hybrid Open Access
TASC	IEEE Transactions on Applied Superconductivity	Hybrid Open Access
TASE	IEEE Transactions on Automation Science and Engineering	Hybrid Open Access
TASLP	IEEE/ACM Transactions on Audio, Speech and Language Processing	Hybrid Open Access
TBC	IEEE Transactions on Broadcasting	Hybrid Open Access
TBCAS	IEEE Transactions on Biomedical Circuits and Systems	Hybrid Open Access
TBDATA	IEEE Transactions on Big Data	Hybrid Open Access
TBIOM	IEEE Transactions on Biometrics, Behavior, and Identity Science	Hybrid Open Access
TBME	IEEE Transactions on Biomedical Engineering	Hybrid Open Access
TC	IEEE Transactions on Computers	Hybrid Open Access
TCAD	IEEE Transactions on Computer-Aided Design of Integrated Circuits and Systems	Hybrid Open Access
TCBB	IEEE/ACM Transactions on Computational Biology and Bioinformatics	Hybrid Open Access
TCC	IEEE Transactions on Cloud Computing	Hybrid Open Access
TCCN	IEEE Transactions on Cognitive Communications and Networking	Hybrid Open Access
TCDS	IEEE Transactions on Cognitive and Developmental Systems	Hybrid Open Access
TCE	IEEE Transactions on Consumer Electronics	Hybrid Open Access
TCI	IEEE Transactions on Computational Imaging	Hybrid Open Access
TCNS	IEEE Transactions on Control of Network Systems	Hybrid Open Access
TCOMM	IEEE Transactions on Communications	Hybrid Open Access
TCPMT	IEEE Transactions on Components, Packaging and Manufacturing Technology	Hybrid Open Access
TCSI	IEEE Transactions on Circuits and Systems--I: Regular Papers	Hybrid Open Access
TCSII	IEEE Transactions on Circuits and Systems--II: Express Briefs	Hybrid Open Access
TCSS	IEEE Transactions on Computational Social Systems	Hybrid Open Access
TCST	IEEE Transactions on Control Systems Technology	Hybrid Open Access
TCSVT	IEEE Transactions on Circuits and Systems for Video Technology	Hybrid Open Access
TCYB	IEEE Transactions on Cybernetics	Hybrid Open Access
TDMR	IEEE Transactions on Device and Materials Reliability	Hybrid Open Access
TDSC	IEEE Transactions on Dependable and Secure Computing	Hybrid Open Access
TE	IEEE Transactions on Education	Hybrid Open Access
TEC	IEEE Transactions on Energy Conversion	Hybrid Open Access
TED	IEEE Transactions on Electron Devices	Hybrid Open Access
TEM	IEEE Transactions on Engineering Management	Hybrid Open Access
TEMC	IEEE Transactions on Electromagnetic Compatibility	Hybrid Open Access
TETC	IEEE Transactions on Emerging Topics in Computing	Hybrid Open Access
TETCI	IEEE Transactions on Emerging Topics in Computational Intelligence	Hybrid Open Access
TEVC	IEEE Transactions on Evolutionary Computation	Hybrid Open Access
TFUZZ	IEEE Transactions on Fuzzy Systems	Hybrid Open Access
TG	IEEE Transactions on Games	Hybrid Open Access
TGCN	IEEE Transactions on Green Communications and Networking	Hybrid Open Access
TGRS	IEEE Transactions on Geoscience and Remote Sensing	Hybrid Open Access
THMS	IEEE Transactions on Human-Machine Systems	Hybrid Open Access

TIA	IEEE Transactions on Industry Applications	Hybrid Open Access
TIE	IEEE Transactions on Industrial Electronics	Hybrid Open Access
TIFS	IEEE Transactions on Information Forensics and Security	Hybrid Open Access
TII	IEEE Transactions on Industrial Informatics	Hybrid Open Access
TIM	IEEE Transactions on Instrumentation and Measurement	Hybrid Open Access
TIP	IEEE Transactions on Image Processing	Hybrid Open Access
TIT	IEEE Transactions on Information Theory	Hybrid Open Access
TITS	IEEE Transactions on Intelligent Transportation Systems	Hybrid Open Access
TIV	IEEE Transactions on Intelligent Vehicles	Hybrid Open Access
TKDE	IEEE Transactions on Knowledge and Data Engineering	Hybrid Open Access
TLT	IEEE Transactions on Learning Technologies	Hybrid Open Access
TMAG	IEEE Transactions on Magnetics	Hybrid Open Access
TMBMC	IEEE Transactions on Molecular, Biological, and Multi-Scale Communications	Hybrid Open Access
TMC	IEEE Transactions on Mobile Computing	Hybrid Open Access
TMECH	IEEE/ASME Transactions on Mechatronics	Hybrid Open Access
TMI	IEEE Transactions on Medical Imaging	Hybrid Open Access
TMM	IEEE Transactions on Multimedia	Hybrid Open Access
TMRB	IEEE Transactions on Medical Robotics and Bionics	Hybrid Open Access
TMTT	IEEE Transactions on Microwave Theory and Techniques	Hybrid Open Access
TNANO	IEEE Transactions on Nanotechnology	Hybrid Open Access
TNB	IEEE Transactions on NanoBioscience	Hybrid Open Access
TNET	IEEE/ACM Transactions on Networking	Hybrid Open Access
TNNLS	IEEE Transactions on Neural Networks and Learning Systems	Hybrid Open Access
TNS	IEEE Transactions on Nuclear Science	Hybrid Open Access
TNSE	IEEE Transactions on Network Science and Engineering	Hybrid Open Access
TNSM	IEEE Transactions on Network and Service Management	Hybrid Open Access
TNSRE	IEEE Transactions on Neural Systems and Rehabilitation Engineering	Hybrid Open Access
TOH	IEEE Transactions on Haptics	Hybrid Open Access
TPAMI	IEEE Transactions on Pattern Analysis and Machine Intelligence	Hybrid Open Access
TPC	IEEE Transactions on Professional Communication	Hybrid Open Access
TPDS	IEEE Transactions on Parallel and Distributed Systems	Hybrid Open Access
TPEL	IEEE Transactions on Power Electronics	Hybrid Open Access
TPS	IEEE Transactions on Plasma Science	Hybrid Open Access
TPWRD	IEEE Transactions on Power Delivery	Hybrid Open Access
TPWRS	IEEE Transactions on Power Systems	Hybrid Open Access
TR	IEEE Transactions on Reliability	Hybrid Open Access
TRO	IEEE Transactions on Robotics	Hybrid Open Access
TRPMS	IEEE Transactions on Radiation and Plasma Medical Sciences	Hybrid Open Access
TSC	IEEE Transactions on Services Computing	Hybrid Open Access
TSE	IEEE Transactions on Software Engineering	Hybrid Open Access
TSG	IEEE Transactions on Smart Grid	Hybrid Open Access
TSIPN	IEEE Transactions on Signal and Information Processing over Networks	Hybrid Open Access
TSM	IEEE Transactions on Semiconductor Manufacturing	Hybrid Open Access
TSMC	IEEE Transactions on Systems, Man, and Cybernetics: Systems	Hybrid Open Access

TSP	IEEE Transactions on Signal Processing	Hybrid Open Access
TSTE	IEEE Transactions on Sustainable Energy	Hybrid Open Access
TSUSC	IEEE Transactions on Sustainable Computing	Hybrid Open Access
TTE	IEEE Transactions on Transportation Electrification	Hybrid Open Access
TTHZ	IEEE Transactions on Terahertz Science and Technology	Hybrid Open Access
TTS	IEEE Transactions on Technology and Society	Hybrid Open Access
TUFFC	IEEE Transactions on Ultrasonics, Ferroelectrics, and Frequency Control	Hybrid Open Access
TVCG	IEEE Transactions on Visualization and Computer Graphics	Hybrid Open Access
TVLSI	IEEE Transactions on Very Large Scale Integration (VLSI) Systems	Hybrid Open Access
TVT	IEEE Transactions on Vehicular Technology	Hybrid Open Access
TWC	IEEE Transactions on Wireless Communications	Hybrid Open Access