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Institute of Physics PUBLISHING

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University of California
415 20th Street, 4th Floor
Oakland, CA 94612
USA

16th August 2004

Consortium Agreement

We refer to the Consortia Agreement between the Regents of the University of California and IOP Publishing Limited of 1 November 1999 varied by letters on 13 February 2002 and 18 November 2003, and varied by agreement on 23 September 2003 (together "the Agreement").

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

1. Commencement

The variations set out in this letter will take effect from 1 January 2005.

2. Clause 2.1 Print copies

The following shall be substituted for Clause 2.1: "For the duration of the Licence Period (as defined in Clause 5) IOPP will provide to the Consortium (at the site designated for this purpose by the Consortium) one complete print copy (where print exists) of each issue of the Publications. Any Licensee which currently subscribes to a Publication and currently receives it in print which wishes to continue to receive it in print will continue to receive it in print for no additional cost provided requests for such copies are made direct to IOP Inc in Philadelphia and not through a serials agent."

3. Licence Period

Clause 5 shall be varied by the substitution of 2007 in place of 2005.

4. Clause 6.3

The following shall be substituted for clause 6.3: "The Annual Licence Fee will be a sum (the Base Price being as set out in Schedule 2) and subject to any price increases or alterations as set out in this Agreement. The agreed reduction for Riverside will be applied to the Base Price calculation as shown in Schedule 2."

5. Clause 6.4

Clause 6.4 shall be amended such that [redacted] to the Annual Licence Fee will not exceed [redacted] in 2005 and [redacted] in both of 2006 and 2007.

6. Clause 6.5



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The following shall be substituted as a new clause 6.5 in place of clauses 6.5 and 6.6: "Any Licensee which currently does not subscribe to and receive a Publication in print may order it in print at ___ of IOPP's full rate list price provided such orders are made direct to IOP Inc in Philadelphia and not through a serials agent."

7. Clause 6.7.2

The following shall be substituted for clause 6.7.2: "except whilst the publication is available free of charge, at least two Licensees subscribe to the printed form of the publication at the full price and" *or Licensee will pay!* *at the full subscription price*

8. Clause 6.8

The following shall be substituted for clause 6.8: "The Consortium may add new Licensees to this Agreement and on addition of such new Licensees Schedules 1 and 2 will be deemed amended accordingly. The Base Price and the Annual Licence Fee will be amended to reflect any IOPP publications subscribed to by such new Licensees." *Part*

9. Schedule 2 The Publications

The parties agree to substitute the Schedule attached to this letter in place of Schedule 2 attached to the letter of 18 November 2003.

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 _____ For and on behalf of IOP Publishing Limited

Date: *10th MAY 2005* _____

Signed by _____ For and on behalf of the Regents of the University of California

Date: *25 January 2005* _____