



**Journal Publishing Agreement  
(Form 3: Open Access license to publish)  
American Chemical Society  
Zhejiang University**

---

The authors identified below (the “Authors”) have prepared a manuscript for publication tentatively entitled:

---

and are submitting the manuscript for consideration for publication as an article including the non-text material such as figures or charts (the “Article”) to the journal

---

published by the American Chemical Society (the “Publisher”) including in some instances in conjunction with another organization.

**The parties are consequently entering into this publishing agreement under which the Authors will retain their copyright interests in the Article (the “Agreement”).**

1. Open Access payment and public use license options

The Authors have chosen to publish the Article in an Open Access format, meaning that any member of the public with access to the Publisher’s online site will have free (unfettered) access to the Article, with the publishing charges paid by the Authors, or the Authors will arrange for their research or institutional funder to provide this payment. Information about such charges and payments can be found here (ref. <https://acsopencience.org/researchers/oa-pricing/>).

This form of agreement is used when the Authors wish to retain copyright but provide the Publisher with a license to publish, on the terms outlined herein, along with the selection by the Authors of a public use license to attach to the online version of the Article (which indicates that users are able to access the Article for all purposes but may be limited in their ability to copy and re-use the Article).

Note that if the Authors later decide not to publish under an Open Access model they will be asked to sign an alternative publishing agreement, the terms of which will supersede these terms. Only authors who select an Open Access license for the final published version of their article are eligible for publication in an ACS fully open access journal. A list of ACS fully open access journals can be found here (ref. <https://acsopencience.org/researchers/oa-journals/>).

ACS open access options for the public use license include:

Creative Commons CC BY public use license (Plan S compliant)	Permits the broadest form of re-use including for commercial purposes, provided that author attribution and integrity are maintained ( <a href="https://creativecommons.org/licenses/by/4.0/">https://creativecommons.org/licenses/by/4.0/</a> )
Creative Commons CC BY-NC-ND public use license	Permits non-commercial access & re-use, provided that author attribution and integrity are maintained; but does not permit creation of adaptations or other derivative works ( <a href="https://creativecommons.org/licenses/by-nc-nd/4.0/">https://creativecommons.org/licenses/by-nc-nd/4.0/</a> )

Note that some funding agencies, and some institutional read and publish agreements, require the use of a particular public use license, such as CC BY (as required by Plan S). The Publisher may communicate with the Authors in the publishing process about any such relevant requirements. The Authors will be asked during the publishing process to choose the particular form of public use license (such as CC BY) that they prefer or that may be required by institutional policies.

Please note the following: If your institution has a read and publish agreement with the Publisher that requires a specific public use license, or if the Publisher has an arranged procedure with a given funding agency concerning the use of a specific license, then the Publisher will automatically apply that license.

## 2. License

The Authors hereby grant an exclusive publishing and distribution rights license to the Publisher, or alternatively to the entity or entities included above in the copyright notice or as shown in the relevant "about the Journal" section on the Publisher's web site. This license includes the right to distribute and make available, create derivative works or use new distribution technologies, enforce such rights as against third parties, and the right to grant or sublicense other entities for some or all of these rights. The Authors retain their moral rights and additionally may post certain versions of the Article on scholarly sites or otherwise provide other researchers with such versions, and may create certain derivative works as noted in the Publisher policy ([https://pubs.acs.org/page/copyright/journals/posting\\_policies.html](https://pubs.acs.org/page/copyright/journals/posting_policies.html)), and may otherwise use the Article in the same fashion as any member of the general public consistent with the public use license chosen by the Author. If the manuscript ultimately is not published, then this license and this Agreement will be null and void.

The Authors may provide, and may in some instances be required by the editor to provide, supplemental information and research data sets (that in the judgment of the editor are relevant even if not integral to the Article), which information and data will be used in the evaluation of the submission and may be subsequently made publicly available (on the basis that both the Authors and the Publisher have unlimited and non-exclusive licenses for posting, distribution and further re-use, in whole or in part). Further information can be in the individual journal Author Guidelines. The relevant Guidelines can be found at <https://publish.acs.org/publish/> after selecting the appropriate journal.

### 3. Author Responsibilities

The Authors have reviewed this Agreement and the publishing guidelines and policies identified herein, agree with their terms, and accept the responsibilities as outlined below (and as sometimes described in more detail in the referenced guidelines and policies), and have selected a Corresponding Author to act on their behalf as described below in 5(a):

- a. The Article is the original work of the Authors with respect to the preparation of the manuscript, and all contributors who have been involved in such research or preparation have been appropriately identified (please refer to the relevant Author Guidelines).
- b. Any third party quotations or figures have been appropriately noted in the Article and fully identified in the references, and in the case of illustrations in particular the Authors have obtained full permission (distribution rights in all media and in all territories) from the illustrator or their agent for re-publication in the Article. The same permissions process would be required for any re-use of any substantial third party text elements (beyond 50 words).
- c. All institutional approvals and protocols have been obtained and followed in conjunction with the research and the preparation of the manuscript and submission to the journal. Similarly, any related requirements of relevant research funding agencies have been followed. Any funding agencies providing support for the underlying research have been identified.
- d. Any unusual hazards inherent in the chemicals, equipment or procedures used in the underlying research as described in the Article are clearly identified therein as hazardous and have been disclosed to the editor.
- e. In the preparation of the manuscript the Authors have noted any unusual or contradictory results and otherwise placed the work in its appropriate context for the scientific field (see the relevant Author Guidelines).
- f. The Authors have used appropriate research terms and descriptions of compounds, as outlined in the relevant Author Guidelines.
- g. The Authors have reviewed and agree to abide by the publishing ethics code outlined and approved by the Publisher (see <https://pubs.acs.org/page/policy/ethics/index.html>), including the disclosure of potential competing interests to the journal editor (note that Authors must provide disclosures or indicate that there are no competing interests to disclose). The Authors understand and accept that the Publisher will use automated systems, some of which are operated confidentially by third parties under agreement with the Publisher, to evaluate Articles for consistency with certain ethics code elements.
- h. The Authors hereby warrant that nothing in the Submitted Work is defamatory, libelous, or otherwise unlawful, violates any right of privacy, or infringes any duty of confidentiality which the Author(s) may owe to another party or violates any contract, express or implied, that the Author(s) may have entered into.
- i. The Authors will cooperate with the Publisher concerning the enforcement of the exclusive

license granted to the Publisher and if necessary, will execute such documents and take other steps as the Publisher deems reasonably necessary for such enforcement. The Publisher agrees that any enforcement actions it takes will take into account the permitted uses of the Article as outlined in the public use license chosen by the Author.

#### 4. Publisher Responsibilities

The Publisher has selected the journal editor and editorial board members and supported the peer review and Publication Process outlined below in Section 5, and will exercise professional responsibility over such processes. While the Publisher agrees that the consideration of any submitted manuscript should be fair and objective, it notes that the editorial responsibility for the journal rests with the editor and editorial board members, including the peer review process.

#### 5. Publishing Process

The Publisher provides step-by-step guidance on the submission and review process in the ACS submission guide

([https://pubs.acs.org/page/4authors/submission\\_guide](https://pubs.acs.org/page/4authors/submission_guide)) and relevant Author Guidelines. Authors agree to adhere to these processes, including as outlined below:

- a. The Authors have selected a Corresponding Author and have authorized the Corresponding Author (or designee) to agree to and execute this Agreement on their behalf, and to prepare the information required for the publishing process as outlined herein. The Corresponding Author will communicate in writing (which may be in email form) the terms and conditions outlined herein to the other Authors, and will make those communications available to the Publisher on request.
- b. During the publishing process the Authors will provide the identity and contact information for all co-authors and other contributors, along with acknowledgements of relevant funding agency sources, and the selection of a public use license as described above in Section 1.
- c. The Authors will respond in timely fashion to editorial communications such as those concerning reviews and revisions.

#### 6. Other Issues

- a. The Parties agree that the Publisher's contractual obligations in this Agreement in respect of its efforts in the consideration, review, editing, publication and promotion of the Article is good and valuable consideration for the rights granted and obligations (including with respect to Open Access funding) undertaken by the Authors under this Agreement.
- b. The Authors understand and agree that certain personal information about them including contact information and institutional affiliation will be collected by the Publisher. Publisher's use of personal information will be governed by its [Privacy Policy](#). By providing your personal information, you consent to such use. Certain personal information may be publicly disclosed, for example, it is the practice of the Publisher when identifying an author in the introductory section of an article to note the author's institutional affiliation and contact email address. Authors may also receive promotional offers from Publisher in connection with the submission. Authors may opt-out of receiving promotional information at any time.

- c. The parties agree that the laws of the District of Columbia will govern the interpretation of this Agreement and that, without giving effect to the principles of conflict of laws thereof, they consent to the jurisdiction of the courts of the District of Columbia in any action arising under this Agreement. This Agreement, together with any referenced policy documents, constitutes the entire understanding of the parties concerning the publication of the Article, and supersedes all prior and contemporaneous agreements or proposals concerning the Article.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Corresponding Author Name (or designee): \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

Contact Postal Address: \_\_\_\_\_

Work for Hire

Indicate here \_\_\_\_\_

if the company employing the Authors has indicated that the Article is a work for hire and that the company wishes to enter into this Agreement itself, in which event it is understood that in this instance it is the Company that is agreeing to the terms and conditions described herein, and that the signatory to this Agreement has the appropriate authority to enter into this Agreement on behalf of the Company. Wherever the term "Authors" is used herein, it is understood to mean the "Company", even though the standard copyright line will read: "Copyright [year] The Authors". If the Company wishes to use its own copyright notice, please indicate that here by providing the alternate Company copyright notice:

\_\_\_\_\_

Co-Authors:

--