

ELECTRONIC ACCESS LICENCE AGREEMENT

This Agreement is made the 26th day of February 2018 between The Royal Society of Chemistry located at [REDACTED] ("Publisher") and The Regents of the University of California, a non-profit academic institution, with its principal offices at [REDACTED] ("Customer").

WHEREAS

- (A) Publisher holds journal articles and databases in electronic form;
- (B) Customer wishes to license access to journal articles and/or databases; and
- (C) Publisher agrees to grant such licence.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Definitions

In this Agreement the following terms shall have the following meanings:

- "Authorised Users" means current employees (including faculty, staff, and independent contractors) of the Customer and students of the Customer who, in either case, have been allowed access to Publisher Content by Customer, regardless of the physical location of such persons, such access shall be unlimited and shall be by Secure Authentication so that these users may access and use Publisher Content in accordance with the terms of this Agreement. Remote access by Authorised Users to Publisher Content is allowed and Walk-In Users, i.e. persons who are permitted by the Customer to access Publisher Content whilst they are on Customer's physical premises. Such access must at all times be by Secure Authentication on computer terminals within the Customer's physical premises. Walk-In Users may not be given means to access Publisher Content outside the Customer's physical premises or by any wireless network unless the network is a secure network provided by the Customer.
- "Commercial Use" means use which is for direct monetary reward or commercial advantage, whether by or for Customer or Authorised User, by means of the sale, resale, loan, transfer, hire or other form of exploitation of Publisher Content. For the avoidance of doubt:
- (i) charging of Authorised Users by Customer for use of Publisher Content is not deemed to constitute Commercial Use;
 - (ii) use of Publisher Content by Customer or Authorised Users in the course of academic research funded by a commercial organisation is not deemed to constitute Commercial Use; and
 - (iii) use of Publisher Content by Customer or Authorised Users in the course of contract research carried out for a commercial organisation to which the research results will be provided is deemed to constitute Commercial Use;
- "Customer Site(s)" means the site(s) of Customer specified in Schedule B;
- "Databases" means the publications specified in Section B of Schedule A;
- "eBook Collection" means the publications specified in Section E of Schedule A;
- "External" means an access route to Publisher Content where Publisher Content is posted on a file server maintained by Publisher or by a third-party host on Publisher's behalf;
- "Fees" means the fees set out in Schedule C;

"Internal"	means an access route to Publisher Content where Publisher Content is loaded on Customer's own network;
"Journal Archive"	means the publications specified in Section C of Schedule A;
"Journals"	means the publications specified in Section A of Schedule A;
"Publisher Content"	means the content of Publisher specified in Schedule A (as amended from time to time by the parties);
"Secure Authentication"	means access to Publisher Content by Internet Protocol ("IP") ranges or by a username and password provided by Publisher to Customer or by another means of authentication agreed between Publisher and Customer, as specified in Schedule B;
"The Merck Index ¹ Online"	means the databases specified in Section D of Schedule A which is based on the online version of the 15th Edition of The Merck Index;
"Visually Impaired Person"	means a person who is blind; who has an impairment of visual function which cannot be improved, by the use of corrective lenses, to a level that would normally be acceptable for reading without special level or kind of light; who is unable, through physical disability, to hold or manipulate a book; or who is unable, through physical disability, to focus or move his/her eyes to the extent that would normally be acceptable for reading.

2. Licence

Subject to the terms and conditions set forth in this Agreement, Publisher hereby grants to Customer a non-exclusive, worldwide, perpetual (as specified in Clause 7), and (subject to Clause 14 below) non-transferable licence to use Publisher Content and to provide the Publisher Content to Authorised Users in accordance with this Agreement.

- 2.1 Publisher licenses Customer to access and use Publisher Content through Publisher's web site at Customer Sites. Customer shall access Publisher Content as specified in Schedule A:

2.1.1 External. If Publisher Content is accessed by an External route:

2.1.1.1 Neither Customer nor Authorised Users may make available or distribute any part of Publisher Content on any other network.

2.1.1.2 Access must be by means of Secure Authentication.

- 2.2 Publisher licenses Customer to provide access to Publisher Content via means of Secure Authentication to Authorised Users so that these users may access and use Publisher Content in accordance with the terms of this Agreement. Remote access by Authorised Users to Publisher Content is allowed.

Where Publisher provides alternative methods of access and authentication beyond the Customer-administered methods described herein, e.g. by allowing users to establish a personal login from an on-campus IP address (thereby enabling access via username and password when logging in to a vendor website) or device authentication, which affiliates the device or application by use of a token, cookie, or vendor-managed proxy prefix, Customer will not be responsible nor liable for claims of breach or validity of such use.

- 2.3 Publisher licenses Customer to use Publisher Content for the purposes of research, teaching, or private study only, and not for Commercial Use.
- 2.4 Publisher licenses Customer to re-engineer Publisher Content to provide suitable format(s) such that Authorised Users who are Visually Impaired Persons may have access to Publisher Content.
- 2.5 Publisher licenses Customer to use Publisher Content for regulatory purposes at Customer Sites, including but not limited to including extracts from Publisher Content in regulatory submissions to regulatory authorities and electronic storage thereof in perpetuity for later

¹ The name THE MERCK INDEX is owned by Merck Sharp & Dohme Corp., a subsidiary of Merck & Co., Inc., Whitehouse Station, NJ, USA, and is licensed to The Royal Society of Chemistry for use in the USA and Canada.

retrieval and submission, provided that such regulatory purposes do not amount to commercial redistribution for direct profit.

- 2.6 Publisher licenses Customer to make such back-up copies of Publisher Content at Customer Sites as are reasonably necessary to give effect to its rights and obligations under this Agreement. In the event that the Agreement is terminated, or the Publisher no longer offers the Publisher Content online, Customer may use the backup copy to exercise Customer's rights under "Perpetual Rights" section of this Agreement.
- 2.7 Scholarly Sharing. Authorised Users may transmit to a third party in hard copy or electronically, minimal, insubstantial amounts of the Publisher Content for personal use or scholarly, educational, or scientific research or professional use but in no case for resale or commercial purposes as defined in the STM Voluntary Principles for Article Sharing on Scholarly Collaboration Networks (http://www.stm-assoc.org/2015_06_08_Voluntary_principles_for_article_sharing_on_scholarly_collaboration_networks.pdf).
- 2.8 Text and Data Mining ("TDM"). Authorised Users may use the Publisher Content to perform and engage in text and/or data mining activities for academic research, scholarship, and other educational purposes and may utilise and share the results of text and/or data mining in their scholarly work and make the results available for use by others, so long as the purpose is not to create a product for use by third parties that would substitute for the Publisher Content. Publisher will, upon receipt of written request, use all reasonable efforts to cooperate with Customer and Authorised Users as reasonably necessary in making the Publisher Content available in a manner and form most useful to the Authorised User.
- 2.9 Customer and Authorised Users may make use of all of the Publisher Content as is consistent with the Fair Use / Fair Dealing Provisions of United States and international copyright laws.
- 2.10 Display. Customer and Authorized Users shall have the right to electronically display the Publisher Content in systems accessible only to Authorised Users.
- 2.11 Digitally Copy. Customer and Authorized Users may download and digitally copy a reasonable portion of the Publisher Content.
- 2.12 Print Copy. Customer and Authorized Users may print a reasonable portion of the Publisher Content.
- 2.13 Recover Copying Costs. Customer may charge a reasonable fee to cover costs of copying or printing portions of Publisher Content for Authorized Users.
- 2.14 Caching. Customer and Authorized Users may make local digital copies of the Publisher Content in order to ensure efficient use by Authorized Users by appropriate browser or other software. For the avoidance of doubt, the cached copy is not a derivative work.
- 2.15 Classroom Use. Customer and Authorized Users may distribute single copies of individual articles or items of the Publisher Content in print or electronic form to Authorized Users. For the avoidance of doubt, classroom handouts shall include the distribution of a copy for teaching purposes to all individual Authorized Users in a class at Authorized Sites.
- 2.16 Collection of Information. Customer and Authorized Users shall be permitted to extract or use information contained in the Publisher Content for educational, scientific, or research purposes, including extraction and manipulation of information for the purpose of illustration, explanation, example, comment, criticism, teaching, research, or analysis.
- 2.17 Course Packs (Print and Electronic). Customer and Authorized Users may use a reasonable portion of the Publisher Content in the preparation of Course Packs or other educational materials.
- 2.18 Course Reserves (Print and Electronic). Customer and Authorized Users may use a reasonable portion of the Licensed Materials for use in connection with specific courses of instruction offered by the University of California.
- 2.19 Electronic Links. Customer and Authorized Users may provide hyperlinks from the Customer's and Authorized Users' web page(s) or web site(s) to individual units of content within the Publisher Content.
- 2.20 Interlibrary Loan. Using electronic, paper, or intermediated means, Customer at its discretion may fulfill occasional requests from other institutions, a practice commonly called Interlibrary

Loan. Customer agrees to fulfill such requests in compliance with Section 108 of the United States Copyright Law (17 USC §108, "Limitations on exclusive rights: Reproduction by libraries and archives") and the Guidelines for the Proviso of Subsection 108(g)(2) prepared by the National Commission on New Technological Uses of Copyrighted Works.

- 2.21 Bibliographic Citations. Customer and Authorized Users may use, with appropriate credit, figures, tables, and brief excerpts from the Publisher Content in the Authorized User's own scientific, scholarly, and educational works. For the avoidance of doubt, Customer and Authorized Users may use citation and abstract information in faculty profiling systems, in lists of publications on faculty and institutional web pages, and to create bibliographies, and store a single copy of an individual document being part of the Licensed Materials, including within secure personal bibliographic reference/citation management systems.
- 2.22 No diminution of Rights. Nothing in this Agreement, including but not limited to Authorized Uses, shall be interpreted to diminish the rights and privileges of the Customer or Authorized Users with respect to any of the Publisher Content, including exceptions or limitations to the exclusive rights of copyright owners, such as fair use, under Section 107 of the U.S. Copyright Act. In the event that any content included in the Publisher Content is in the public domain or has been issued under a Creative Commons or other open license, Publisher shall not place access, use or other restrictions on that content beyond those found in the open license, where applicable.
- 2.23 Unlimited and Simultaneous User Access. Subject to the terms of this Agreement, Customer and its Authorized Users shall have unlimited and simultaneous user access to the Licensed Materials.
- 2.24 Publisher licenses Customer to download, extract and index information from the Publisher Content and, where required, mount, load and integrate the results on a server used for the Customer's text mining system and evaluate and interpret the text and data mining ("TDM") output for access and use by Authorised Users. Customer ensures that all TDM is carried out under the other conditions of this Clause 2. TDM may be undertaken on either locally loaded Publisher Content or as mutually agreed.
- 2.25 Customer and Authorised Users are prohibited from using any automated program including without limitation webcrawlers to access Publisher Content, except as permitted by this Agreement. Such activities may have a detrimental effect on Publisher Content or access thereto and are strictly forbidden.
- 2.25 If Customer wishes to make any other use of Publisher Content or to carry out any other activity related to Publisher Content that is not explicitly mentioned above in this Clause 2, Customer must obtain prior written permission from Publisher.

3. Payment

- 3.1 Customer shall, in consideration of the rights set out in this Agreement, pay Publisher the Fees. For the avoidance of doubt, the Fees shall be exclusive of any sales, use, value added or similar taxes, and Customer shall be liable for any such taxes in addition to the Fees when applicable.
- 3.2 The Fees are subject to review on an annual basis, and Publisher shall notify Customer in writing of any change to the Fees for the subsequent year not less than sixty (60) days prior to the end of the current Term. All fees are due and payable by Customer sixty (60) days after the date of invoice from Publisher, but no earlier than thirty (30) days before renewal.

4. Term of Agreement

The Term of this Agreement is 1 January 2018 to 31 December 2018. This Agreement may be extended at the expiry date and each anniversary thereof for a further period of one (1) year by Customer and Publisher agreeing the Publisher Content and Fee for the new Term. If the Agreement is to be extended, an Addendum including updated schedules, shall be signed by both parties.

5. Copyright and Ownership

- 5.1 Publisher Content is copyright and is subject to all applicable copyright and other rights of the copyright owner and Publisher. The names of the author(s) and the copyright notices may not be removed, obscured, or modified in any way. Customer shall take reasonable precautions to prevent theft or inadvertent illicit use of the intellectual property in Publisher Content. The relevant copyright notice may not be obscured on copies of information made from Publisher Content:

The recommended form of acknowledgement (where the copyright owner(s) to be used in the statement are specified in Schedule A by journal title and also at www.rsc.org/journalscopyright):

- (i) "(original citation) – Reproduced by permission of The Royal Society of Chemistry"; or
- (ii) "(original citation) – Reproduced by permission of the PCCP Owner Societies"; or
- (iii) "(original citation) – Reproduced by permission of The Royal Society of Chemistry (RSC) on behalf of (the copyright owner) and the RSC";

- 5.2 Customer acquires no intellectual property rights in Publisher Content and all such rights remain with the copyright owner. For The Merck Index *Online* the following information also applies:

© The Royal Society of Chemistry, 2017. The name The Merck Index is owned by Merck Sharp & Dohme Corp., a subsidiary of Merck & Co., Inc., Whitehouse Station, NJ, USA, and is licensed to The Royal Society of Chemistry for use in the USA and Canada.

The Merck Index *Online* is copyright and is subject to all applicable copyright, database protection, and other rights of the copyright owner and publisher. Copyright notices may not be removed, obscured, or modified in any way. The user must take all reasonable precautions to prevent theft or inadvertent illicit use of the intellectual property in The Merck Index *Online*. The relevant copyright notice must be displayed on all copies made from The Merck Index *Online*.

- 5.3 Customer shall make reasonable efforts to prevent unauthorised use of the Publisher Content.
- 5.4 Each party shall use its reasonable endeavours to safeguard the intellectual property and proprietary rights of the other party.

6. Access to and Availability of Publisher Content

- 6.1 Customer's access to Publisher Content shall be via Secure Authentication.
- 6.1.1 Customer's access to or the provision of access to Publisher Content shall be by IP authentication. Customer shall ensure that the IP range allows access only by Authorised Users. Customer shall only offer a proxy, or firewall, IP that will allow Authorised Users access to Publisher Content. An updated IP list will be sent to Publisher on an annual or as needed basis. Publisher will cooperate with Customer in the implementation of new authentication protocols and procedures (such as Shibboleth) as they are developed during the term of this Agreement.
- 6.2 For Publisher Content accessed by Customer via an External route Publisher shall use its reasonable endeavours, subject to any reasonable periods of planned downtime or maintenance, to make this Publisher Content available to Customer 24 hours a day, 7 days a week, with an average of 98% up-time per month. Publisher may schedule brief unavailability periods, but will do so only where (1) it has given at least forty-eight (48) hour notice to Customer, and (2) in ways and at times that minimise inconvenience to Customer and its Authorized Users, regardless of when notice has been given. In the event of any unplanned downtime or unavailability of the Publisher Content for any reason, whether through the fault of Publisher or otherwise, Publisher's sole responsibility shall be to use its reasonable endeavours to restore External access to Publisher Content as soon as reasonably practicable and Publisher shall have no liability to Customer for such interruption to access.
- 6.3 Publisher reserves the right to change the format of or the hosting service for Publisher Content.
- 6.4 Availability of Publisher Content. Upon the Effective Date of this Agreement, Publisher will make the Publisher Content available to the Customer and Authorised Users.
- 6.5 Discovery of Publisher Content. Publisher shall use all reasonable efforts to make the Publisher Content available through Customer's Discovery Service System(s) for indexing and discovery purposes. Publisher shall provide to Customer's discovery service vendors on an ongoing basis the citation and complete descriptive metadata (including all subject headings, abstracts, and keywords), and full-text content necessary to facilitate optimal discovery and accessibility of the content for the benefit of Customer and Authorized Users. Discovery Service Systems are defined as user interface and search systems for discovering and displaying content from local, database and web-based sources.

- 6.6 Persistent Linking. Publisher shall use all reasonable efforts to comply with the most current version of the OpenURL standard (ANSI/NISA Z39.88) for outbound links only, and will provide a mechanism for persistent links to content. For avoidance of doubt Publisher does not support inbound OpenURL links.
- 6.7 Support. Publisher will provide activation and installation support, including assisting Customer and Authorized Users with the implementation of any Publisher software. Publisher will offer reasonable levels of continuing support to assist Customer and Authorized Users in use of the Publisher Content. Publisher will make its personnel available by email and/or phone during Publisher's regular business hours, Monday through Friday, for feedback, problem-solving, or general questions and will respond in a timely manner.
- 6.8 Update. Publisher will provide regular system and project updates to Customer as they become available.
- 6.9 Problems with Publisher Content. If the Publisher Content fails to operate, display, load, or render in conformance with the terms of this Agreement, Customer shall immediately notify Publisher, and Publisher shall promptly use best efforts to restore access to the Publisher Content as soon as possible. In the event that the non-conformity materially affects the Customer's or Authorized Users' use of the Publisher Content, and Publisher fails to repair the nonconformity within five (5) business days, Publisher shall reimburse Customer for such problems in an amount that is proportional to the total Fees owed by Publisher under this Agreement.
- 6.10 Transfer or Acquisition of Titles. If any portion of the Publisher Content is transferred to or acquired from another party, Publisher shall use best efforts to ensure that Customer does not lose access to content subject to this Agreement as a result of the transfer or acquisition. Any archival and perpetual access rights that have been granted shall be honored, whether the Publisher is acting as the transferring or acquiring party. If Publisher is transferring any portion of the Publisher Content to another party, Publisher will use best efforts to assign all rights and obligations to the assignee. If Publisher is acquiring works that become subject to this Agreement, Publisher will use best efforts to acquire the rights to perform under this Agreement, including but not limited to perpetual access rights. Publisher agrees to communicate with the party from which it is acquiring works to exchange such relevant payment and rights information. For journal titles, Publisher will comply with the NISO Transfer Code of Practice.²
- 6.11 Completeness of Content. Publisher will inform Customer of instances where online content differs from print versions of the Publisher Content. Where applicable, Publisher will cooperate with Customer to identify and correct content errors or omissions, and when necessary, the Publisher shall use reasonable efforts to ensure that the online content: (1) is at least as complete as print and other physical format versions of the Publisher Content; and (2) represents complete, accurate, and timely replications of the corresponding content contained within the print and other physical format versions of Publisher Content. For avoidance of doubt the print version of *Chemistry World* and *Education in Chemistry* are different from the online versions.
- If online content is a digitized version of print content and differs from the print or other physical format versions of Publisher Content so as to be substantially less useful to the Customer or its Authorized Users, the Customer may seek to terminate this Agreement for breach pursuant to the termination provisions of this Agreement.
- 6.12 Notification of Modifications of Publisher Content. From time to time Publisher may add, change, or modify portions of the Publisher Content, or migrate the Publisher Content to other formats. When such changes, modifications, or migrations occur, the Publisher shall give notice of any such changes to Customer as soon as is practicable, but in no event less than sixty (60) days in advance of modification. If any of the changes, modifications, or migrations renders the Publisher Content substantially less useful to the Customer or its Authorized Users, the Customer may seek to terminate this Agreement for breach pursuant to the termination provisions of this Agreement.
- 6.13 Itemized Holdings/Title List. The Publisher will provide to the Customer, prior to the beginning of the calendar year within the current term, an itemized holdings report that specifies the titles included in the Publisher Content for the next subscription term. Publisher will use reasonable efforts to update itemized holdings reports as soon as is practicable. If the Publisher Content

² <http://www.niso.org/workrooms/transfer/>

include content covered by the NISO Knowledge Bases And Related Tools (KBART) Recommended Practice,³ Licensor will provide itemized holdings lists for the Licensed Materials in KBART-compliant format, including a column/field for dates (YYYY-MM) of additions.

- 6.14 Interoperability with Prevailing Web Browsers. Publisher will use reasonable efforts to ensure that the Publisher Content are accessible and interoperable with prevailing web browsers and internet access tools, including, at a minimum, the most recent two major versions (current version and one version prior) and all the associated releases for those versions.
- 6.15 Branding. Publisher will provide Customer the option to brand the Publisher's Platform with the name of the Customer and/or Authorized Sites at Customer's discretion.
- 6.16 MARC Records. When applicable to the Publisher Content, at Customer's request, Publisher shall provide full OCLC-quality batched sets of MARC records incorporating Customer specifications at no additional cost by the date of the execution of this License Agreement. Updates to existing records and new title records, matching the schedule of release and delivery of new publications, will be provided on a mutually agreed-upon schedule and in a format that renders them useful to the Customer. For avoidance of doubt Publisher only supplies MARC records for the volumes in the book series *Issues in Environmental Science & Technology* and does not supply MARC records for the other Publisher Content.
- 6.17 Customer's access to Publisher Content is at all times subject to compliance with the terms of this Agreement and in particular, but without limiting the generality of the foregoing, to the timely payment of all applicable Fees.

7. Access to Publisher Content upon Expiry or Termination

- 7.1 Perpetual License. Notwithstanding anything else in the Agreement, Publisher grants to Customer a nonexclusive, royalty-free, system wide perpetual license to use any Publisher Content that was subscribed to or for which a perpetual license fee has been paid during the term of this Agreement. Such use shall be in accordance with the provisions of this Agreement, which provisions shall survive any termination of this Agreement. The means by which Customer shall have access to such Publisher Content shall be in a manner and form substantially equivalent to the means by which access is provided under this Agreement. If the Publishers' means of access is not available, the Customer may provide substantially equivalent access to the Publisher Content by use of an archival copy or by engaging the services of third-party trusted archives (such as Portico) and/or participating in collaborative archiving endeavors to exercise its perpetual use rights.
- 7.2 Where, following expiry or termination of this Agreement as set out below, Customer's access to Publisher Content continues, it shall be subject to Customer abiding by those terms of this Agreement that are relevant to such access. Such terms shall continue to have effect for the duration of Customer's access, and Customer hereby acknowledges and agrees that if Publisher reasonably believes Customer is in breach of such terms, Publisher may at any time suspend access to the breaching IP address(es) and will notify Customer that it has done so. Customer will investigate and take necessary action as indicated under Clause 8.2, which clause shall survive the termination of this Agreement.
- 7.3 Journals
- 7.3.1 Upon expiry of this Agreement under Clause 4, termination under Clause 8.3 or 8.4, or termination by Customer under Clause 8.1 Publisher shall provide access to Customer to the PDF forms of the articles from the volumes of the Journals that Customer has subscribed to under this Agreement, subject always to the provisions of Clause 7.2 above. For the avoidance of doubt Customer will lose access to the HTML forms of the articles and other related functionality. Access shall be via Publisher's server, or upon request of Customer, Customer may receive from Publisher and/or create one (1) copy of the entire set of the PDF forms of the articles from the volumes of the Journals that Customer has subscribed to under this Agreement, at a reasonable cost-based fee, as required to exercise Customer's perpetual rights granted in this Agreement. The archival copy from the Publisher shall be provided without any DRM in a mutually agreeable medium suitable to the content, and any fees for provision of copies will be on a time and materials basis only.
- 7.3.2 Upon termination of the Agreement by Publisher under Clause 8.1 or 8.2, Publisher

³ <http://www.niso.org/workrooms/kbart>

shall immediately remove Customer access to the Journals.

- 7.3.3 Publisher and Customer acknowledge that either party may engage the services of third-party trusted archives and/or participate in collaborative archiving endeavours to exercise Customer's rights to use the contents of the volumes of the Journals that Customer has subscribed to under this Agreement, subject always to the provisions of Clauses 7.2 and this Clause 7.3. Publisher agrees to cooperate with such archiving entities and/or initiatives as reasonably necessary to make the volumes of the Journals that Customer has subscribed to under this Agreement available for archiving purposes. Customer may perpetually use the third-party trusted system to access or store the volumes of the Journals that Customer has subscribed to under this Agreement, so long as Customer's use is otherwise consistent with this Agreement. In the event the Publisher discontinues or changes the terms of its participation in a third-party archiving service, the Publisher shall notify the Customer in advance, and shall in good faith seek to establish alternative arrangements for trusted archiving and perpetual access to the Publisher Content.

7.4 Databases

Upon expiry of this Agreement or termination for whatsoever reason, Customer shall lose access to the Databases. If applicable, Customer shall immediately remove the Databases from its network and destroy them and shall confirm to Publisher in writing when it has done so.

7.5 Journal Archive and eBook Collection

- 7.5.1 If Customer ceases to access Journal Archive and/or eBook Collection on Publisher's server, upon request of Customer, Customer may receive from Publisher and/or create one (1) copy of the entire set of Journal Archive and/or eBook Collection, in a mutually-agreed electronic medium at a reasonable cost-based fee, as required to exercise Customer's perpetual rights granted in this Agreement.
- 7.5.2 Upon termination of the Agreement by Publisher under Clause 8.1 or 8.2, Publisher shall immediately remove Customer access to the Journal Archive and/or eBook Collection.

7.6 The Merck Index *Online*

- 7.6.1 If Customer ceases to access The Merck Index *Online* on Publisher's server, upon request of Customer may receive from Publisher and/or create one (1) copy of the entire set of The Merck Index *Online*, in a mutually agreed electronic medium at a reasonable cost-based fee, as required to exercise Customer's perpetual rights granted in this Agreement. For avoidance of doubt Publisher shall not supply the associated functionality of The Merck Index *Online*, including, but not limited to, the text and structure searching.
- 7.6.2 Upon termination of the Agreement by Publisher under Clause 8.1 or 8.2, Publisher shall immediately remove Customer access to The Merck Index *Online*.

8. Termination

- 8.1 If either party shall fail to observe or perform any one or more of its obligations hereunder, either party may request the other by notice in writing, specifying the default, to remedy the default (if remediable) within sixty (60) days of notice, and if such remedy has not been completed within the said sixty (60) day period, or if no remedy is possible, the non-breaching party may terminate this Agreement forthwith.
- 8.2 If Publisher becomes aware that Customer is in material breach of this Agreement and reasonably believes such breach is likely to cause serious financial, operational or reputational loss to Publisher, including, but not limited to, causing detrimental effect when TDM, Publisher may:
- (i) If Customer accesses Publisher Content by External means, temporarily suspend offending IP address's access to Publisher Content and notify Customer in writing as soon as reasonably practical

Customer shall have sixty (60) days from receipt of written notice from Publisher in which to remedy the breach. Once the breach has been remedied to Publisher's satisfaction or the breaching activity halted:

- (i) If Customer accesses Publisher Content by External means, Publisher shall promptly reinstate access to Publisher Content.

If Customer does not satisfactorily remedy or halt the breaching activity within sixty (60) days, Publisher may terminate this Agreement with immediate effect upon written notice to Customer.

If Customer persistently and materially breaches this Agreement, Irrespective of whether such breaches were later remedied, Publisher may limit access to Publisher Content, providing it only to Customer's library staff until Customer can provide evidence that it has made all reasonable efforts to prevent future breaches.

- 8.3 Either party shall have the right to terminate this Agreement with immediate effect upon notice to the other upon the other committing an act of bankruptcy or having a receiver or liquidator appointed over its assets except for the purposes of solvent amalgamation or reconstruction.
- 8.4 Termination of this Agreement for whatever reason shall be without prejudice to the rights of the parties to claim damages for any previous breach.
- 8.5 Upon termination of this Agreement by Customer under Clause 8.1 or 8.3, Publisher shall repay to Customer the proportion of the Fees paid that represents the unexpired part of any subscription or lease fees paid by Customer for Publisher Content under this Agreement.
- 8.6 Upon termination of this Agreement by Publisher under Clause 8.1 or 8.2, Publisher shall immediately remove Customer access to Publisher Content, or, if applicable, Customer shall immediately remove Publisher Content from its network and destroy it and shall confirm to Publisher in writing when it has done so.
- 8.7 Termination of this Agreement (howsoever arising) shall not affect the rights of either party accrued prior to termination and any provision of this Agreement which needs to survive termination of this Agreement in order to give full effect to its meaning shall do so.

9. Warranties and Liabilities

- 9.1 Publisher hereby warrants to Customer that it has full power to enter into and perform this Agreement and that so far as it is aware Publisher Content does not violate or infringe any existing copyright, licence or third-party rights.

Publisher shall use all reasonable efforts to ensure that the Publisher Content complies with California and federal disabilities laws and regulations, and conforms to the accessibility requirements of Web Accessibility Initiative, Web Content Accessibility Guidelines (WCAG) 2.0 at level AA.⁴ Publisher agrees to promptly respond to and use all reasonable efforts to resolve any complaint regarding accessibility of Licensed Materials.
- 9.2 Customer hereby warrants to Publisher that it has full power to enter into and perform this Agreement.
- 9.3 Publisher shall use reasonable endeavours to ensure that Publisher Content is accurate, error-free and uncorrupted, but Publisher accepts no liability whatsoever for any loss, claim or damage of any nature, whether direct, indirect, consequential or special (including without limitation, legal fees) suffered or incurred by Customer and alleged to be caused by:
 - (i) omissions or errors in the Publisher Content or their consequences; or
 - (ii) faults in or corruption of Publisher Content or their consequences, including but not limited to any defects caused by or during the transmission of Publisher Content across the Internet or by the processing of Publisher Content by Customer.
- 9.4 Nothing in this Agreement shall limit or exclude the liability of Publisher to the Customer for death or personal injury caused by its negligence or that of its employees, servants or agents.
- 9.5 In no event shall either party's aggregate liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed 200% (two hundred per cent) of the total amounts paid pursuant to this agreement in the twelve (12) months preceding the event giving rise to the claim. Notwithstanding anything else in this Agreement, neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, that arises from the use of the Publisher Content, or the inability to use the

⁴ <http://www.w3.org/WAI/guid-tech.html>

Publisher Content.

- 9.6 Publisher shall indemnify and hold Customer harmless from and against any direct loss, damage, cost, liability or expense (including reasonable legal and professional fees) arising out of any legal action taken against Customer by a third party claiming Publisher Content is an actual or alleged infringement of their intellectual property rights. This indemnity is subject to (a) the Customer promptly notifying the Publisher of any claim or action, (b) the Publisher having sole control of such claim or action, and (c) the Customer not making any admission of liability or agreeing to settle or compromise the claim or action. This indemnity shall survive the termination of this Agreement for any reason. This indemnity shall not apply if Customer has amended Publisher Content in any way to the extent that such amendment is the cause of the infringement.
- 9.7 If Publisher becomes aware of any item or part of an item in Publisher Content for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable, it shall use reasonable efforts to make the item or part of an item acceptable to remain in Publisher Content. If this is not reasonably practicable, Publisher reserves the right at any time to withdraw from Publisher Content any such item or part of an item. Publisher shall give written notice to Customer of such withdrawal as soon as reasonably practicable. If any such withdrawal renders the Publisher Content less useful to Customer or its Authorised Users, Publisher shall reimburse Customer for the withdrawal in an amount proportional to the total Fees owed by Customer for the Publisher Content under this Agreement. If any such withdrawal renders the Publisher Content substantially less useful to Customer or its Authorised Users, Customer may seek to terminate this Agreement for breach pursuant to the termination provisions.
- 9.8 Nothing in this Agreement shall make Customer liable for breach of the terms of this Agreement by any Authorised User provided that Customer did not cause, knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred.

10. Entire Agreement

- 10.1 This Agreement, including the attached Schedules, embodies and sets forth the entire agreement and understanding of the parties and supersedes all prior oral or written agreements, understandings or arrangements relating to the subject matter of this Agreement. Neither party shall be entitled to rely on any agreement, understanding or arrangement which is not expressly set forth in this Agreement.
- 10.2 In the event that Publisher requires Authorised Users to agree to terms relating to the use of the Publisher Content before permitting Authorised Users to gain access to the Publisher Content (commonly referred to as "click-through" or "clickwrap" licenses), Publisher shall provide Customer with notice of and an opportunity to comment on such terms prior to their implementation. In no event shall the terms of such "click-through" licenses materially differ from the provisions of this Agreement. In the event of any conflict between the terms of such "click-through" licenses and this Agreement, the terms of this Agreement shall prevail. For the avoidance of doubt, Authorised Users are not a party to this Agreement.
- 10.3 No failure to delay on the part of either party hereto to exercise any right or remedy under this Agreement shall be construed or operated as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case may be. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

11. Severability

In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

12. Binding Agreement

This Agreement shall be binding upon and inure to the benefit of both parties hereto and their respective successors and permitted assignees.

13. Alteration of Agreement

Subject to Clause 5.3, this Agreement, including the schedules, may be amended only in writing signed by duly authorised representatives of the parties

14. Assignment

- 14.1 Neither party may not assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, except as otherwise provided in "Access to and Availability of Publisher Content" section, such agreement not to be unreasonably withheld.
- 14.2 If rights in all or any part of Publisher Content are assigned to another publisher, Publisher shall use its best endeavours to ensure that Customer may continue to have access to the Publisher Content which is the subject of this Agreement.

15. Notices

Every notice to be given under this Agreement shall be in writing and either sent by pre-paid first class or registered letter, delivered by hand or sent by facsimile or, in the case of the Customer, sent by email (to [REDACTED]). Notice sent by post shall be deemed to have been given ten (10) working days after the date of posting. Notices delivered by hand, facsimile or email shall be deemed to have been given on the day they are delivered, unless delivery occurs outside the normal working hours of the recipient, in which case delivery shall be treated as having occurred on the next working day. Any legal notices or other legal documents provided to either party as described in this Agreement shall constitute valid legal service, and Publisher expressly waives any further service of process requirements provided under the Hague Service Convention or similar service of process standards or agreements.

16. Force Majeure

Neither party shall be responsible for any failure or delay in the performance of its obligations under this Agreement because of circumstances beyond its reasonable control.

17. Confidentiality

Publisher retains server logs which contain detailed Customer and Authorised User access information including without limitation date and time of access, details of the Secure Authentication employed and specific file name and type downloaded from Publisher Content. This access information may be used by Publisher and its agents only for Publisher's internal purposes including management information reporting, monitoring and enforcement of Customer's access, and Customer support purposes. Publisher shall use its best endeavours to keep confidential from third parties this access information and these usage statistics. Publisher and Customer shall each comply with the requirements of any data protection legislation currently in force and applicable to them. If Publisher is compelled by law or court order to disclose personally identifiable information of Authorised Users or patterns of use, Publisher shall provide the Customer with adequate prior written notice as soon as is practicable, so that Customer or Authorised Users may seek protective orders or other remedies. Publisher will notify Customer and Authorised Users as soon as is practicable if the Publisher's systems are breached and the confidentiality of personally identifiable information is compromised.

18. Headings

The headings in this Agreement are for convenience only and shall not affect its interpretation.

19. Miscellaneous

- 19.1 Rights of Third Parties. The parties hereby confirm that no provision of this Agreement shall or shall purport to confer on any third party any right to enforce any term of the Agreement for the purposes of the Contracts (Rights of Third Parties) Act 1999.
- 19.2 Usage Statistics. Publisher will provide Customer with access to usage statistics compliant with the latest release of the Project COUNTER Code of Practice (www.projectcounter.org), including but not limited to its provisions on customer confidentiality. When a release of a new COUNTER Codes of Practice is issued, Publisher shall use all reasonable efforts to comply with the implementation time frame specified by COUNTER to provide use statistics in the new standard format. These statistics will cover all Publisher Content listed in Schedule A, Sections A, B and C excluding the Databases *Chemistry World* and *Education in Chemistry*. Customer reserves the right to collect, analyse, and make results available to both internal and external constituencies of usage data compiled by Publisher and made available to Customer for statistical purposes.

Publisher shall not provide Customer's usage statistics in any form to any third party without the Customer's written authorisation, unless the third party owns rights in the Publisher Content. In all cases, the disclosure of such data shall fully protect the anonymity of individual users and the confidentiality of their searches, and will comply with all applicable privacy laws. The

Publisher shall not disclose or sell to other party's usage data or information about the Customer

20. Dispute Resolution

In the event of any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise their best efforts to resolve the dispute as soon as possible. The parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute.

Mediation. In the event that the parties cannot by exercise of their best efforts resolve the dispute, they shall submit the dispute to Mediation. The parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute. The invoking party shall give to the other party written notice of its decision to do so, including a description of the issues subject to the dispute and a proposed resolution thereof. Designated representatives of both parties shall attempt to resolve the dispute within five (5) working days after such notice. If those designated representatives cannot resolve the dispute, the parties shall meet at a mutually agreeable location and describe the dispute and their respective proposals for resolution to responsible executives of the disputing parties, who shall act in good faith to resolve the dispute. If the dispute is not resolved within thirty (30) calendar days after such meeting, either party may pursue a legal action in court. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state court of competent jurisdiction, situated in Alameda County, California (or, if applicable, the federal court located in the Northern District of California). Publisher agrees to submit to the personal jurisdiction of the state courts in the State of California (or, if applicable, the federal courts in California) with respect to any legal proceedings that may arise in connection with this Agreement or from a dispute as to the interpretation or breach of this Agreement. During such court action, the parties shall continue to perform their respective obligations under this Agreement that are not affected by the dispute.

21. Applicable Law

This Agreement shall be interpreted and construed according to, and governed by, the laws of California, excluding any such laws that might direct the application of the laws of another jurisdiction. The federal or state courts located in California shall have jurisdiction to hear any dispute under this Agreement.

22. Notice of the Use of Digital Rights Management Technology

In the event that Publisher utilises any type of digital rights management technology to control the access or the usage of Publisher Content, Publisher agrees to notify Customer of the name, contact information and any technical specifications for the digital rights management technology utilised. In no event may such Digital Rights Management Technology be used in such a way as to limit the usage rights of a Customer or any Authorised User as specified in this Agreement or under applicable law. If the use of DRM renders the Publisher Content substantially less useful to the Customer or its Authorised Users, the Customer may seek to terminate this Agreement for breach pursuant to the termination provisions of this Agreement.

23. Notice of the Use of Digital Watermarking Technology

Publisher includes a digital watermark on PDF forms of the Journal articles containing the following information and agrees that watermarks will not reduce readability of content and will not degrade image quality,

- the date the article was published;
- the name of the organisation which downloaded the article; and
- the date and time the article was downloaded.

These watermarks do not contain user-related information such as account number or IP address. If any changes to the digital watermarking technology are proposed, Publisher agrees to notify Customer, at least thirty (30) days in advance of implementation, of the name, contact information, and any technical specifications for the technology used. If the use of the watermarking technology renders the Publisher Content substantially less useful to the Customer or its Authorised Users, the Customer may seek to terminate this Agreement for breach pursuant to the termination provisions of this Agreement.

24. Open Access Option

In the event that Publisher offers an open access option to its authors, Publisher agrees to annually review the number of open access articles published in the Publisher Content under the open access option. For all Publisher Content in which such articles are published, Publisher will share with Customer the following information:

- the number of articles published under the open access option by Customer's authors, listed by journal

title and campus.

- the number of articles published under the open access option by all authors, listed by journal title.

If the ratio of the number of open access articles to articles published under the traditional subscription model increases in comparison to the previous year, Publisher will reflect such increase by way of a proportional reduction in the subscription price for the current subscription year.

25. Author Rights to Use their Own Work

Notwithstanding any terms or conditions to the contrary in any author agreement between authors and Publisher, authors who are Authorised Users ("Authors") whose work ("Content") is accepted for publication by Publisher during the Term shall retain the non-exclusive, irrevocable, worldwide, royalty-free right to use their Content for scholarly and educational purposes, including self-archiving or depositing the Content subject to a 12 month embargo from date of acceptance in institutional, subject-based, national or other open repositories or archives, and to comply with all grant or institutional requirements associated with the Content. The Author(s) may make available the Content via the personal website(s) of the Author(s) or via the Intranet(s) of the organisation(s) where the Author(s) work(s). No embargo period applies.

For the avoidance of doubt,

- it is the intent of the parties to this Agreement that Authors are third party beneficiaries of this provision of the Agreement. Nothing in this section shall eliminate or limit any other rights that Customer or any Author may have to deposit, host or make available Content published by Publisher; and

Definitions applying to this Clause 25 only:

Author: An author of a work published by Publisher who is an Authorised User.

Content: The author's accepted manuscript version (after peer review and including revisions from the peer review process but before copy-editing and final publication) of any work by an Author that is accepted for publication by Publisher.

Scholarly and educational purposes: Purposes encompassing teaching, research, and institutional needs, including but not limited to the right to (a) use, reproduce, distribute, perform, and display the Content in connection with teaching, conference presentations, and lectures; (b) make full use of the Content in future research and publications; (c) meet requirements and conditions of research grants or publishing subventions provided by government agencies or non-profit foundations, and; (d) grant to the Author's employing institution some or all of the foregoing rights, as well as permission to use the Content in connection with administrative activities such as accreditation, mandated reports to state or federal governments, and similar purposes. In all cases, the Author and/or the Author's employing institution will be expected to provide proper citation to the published version. Authors must seek permission from Publisher if they want to republish, update or revise the Content in whole or in part for later publication

Repositories or archives: Non-commercial open-access digital repository services such as those provided by the Author's employing institution, an academic consortium, a discipline-based entity, or a governmental funding agency. For avoidance of doubt Content may not be deposited in commercial repositories.

26. Execution

The parties agree that scanned versions of this originally executed Agreement are acceptable in lieu of originally signed copies and are to be given full force and effect under law.

In WITNESS WHEREOF the parties have duly executed this Agreement on the date and year as written

For and on behalf of
The Regents of the University of California



Title: Associate Executive Director
California Digital Library

Date:2/13/2018.....

For and on behalf of
The Royal Society of Chemistry



Title: CEO

Date:24.2.18.....

For and on behalf of
The Royal Society of Chemistry



Title: Honorary Treasurer

Date:26.2.18.....

SCHEDULE A

Publisher Content

Section A

Customer has access to the electronic versions of the following journals via an External route:

Journals		E-ISSN	Access years during Term	Post-cancellation access ¹	Copyright Owner ²
Analyst		1364-5528	2005-2018	2005-2018	RSC
Analytical Methods ³		1759-9679	2009-2018	2009-2018	RSC
Annual Reports on the Progress of Chemistry,	A	1460-4760	2005-2018	2005-2018	RSC
	B	1460-4779	2005-2018	2005-2018	RSC
	C	1460-4787	2005-2018	2005-2018	RSC
Biomaterials Science ⁴		2047-4849	2013-2018	2015-2018	RSC
Catalysis Science & Technology ⁴		2044-4761	2011-2018	2013-2018	RSC
Chemical Communications		1364-548X	2005-2018	2005-2018	RSC
Chemical Science ^{4, 5}		2041-6539	2010-2014	2012-2014	RSC
Chemical Society Reviews		1460-4744	2005-2018	2005-2018	RSC
Chemistry World		1749-5318	2004-2016	2004-2016	RSC
CrystEngComm		1466-8033	2005-2018	2005-2018	RSC
Dalton Transactions		1477-9234	2005-2018	2005-2018	RSC
Education in Chemistry		1749-5326	2008-2016	2008-2016	RSC
Energy & Environmental Science ²		1754-5706	2008-2018	2010-2018	RSC
Environmental Science: Nano ²		2051-8161	2014-2018	2016-2018	RSC
Environmental Science: Processes & Impacts including Journal of Environmental Monitoring (1464-0333) 2005-2012		2050-7895	2013-2018	2013-2018 2005-2012	RSC
Environmental Science: Water Research & Technology ²		2053-1419	2015-2018	2017-2018	RSC
Faraday Discussions		1364-5498	2005-2018	2005-2018	RSC
Food & Function ²		2042-650X	2010-2018	2012-2018	RSC
Green Chemistry		1463-9270	2005-2018	2005-2018	RSC
Inorganic Chemistry Frontiers ²		2052-1553	2014-2018	2016-2018	PKU
Integrative Biology ²		1757-9708	2009-2018	2009-2018	RSC
Issues in Environmental Science & Technology		1465-1874	2008-2018	2012-2018	RSC
Journal of Analytical Atomic Spectrometry		1364-5544	2005-2018	2005-2018	RSC
Journal of Materials Chemistry A		2050-7496	2013-2018	2013-2018	RSC
Journal of Materials Chemistry B		2050-7518	2013-2018	2013-2018	RSC
Journal of Materials Chemistry C		2050-7534	2013-2018	2013-2018	RSC
Including Journal of Materials Chemistry (1364-5501) 2005-2012				2005-2012	
Lab on a Chip		1473-0189	2005-2018	2005-2018	RSC
Materials Horizons ²		2051-6355	2014-2018	2016-2018	RSC
MedChemComm ²		2040-2511	2010-2018	2012-2018	RSC
Mendeleev Communications		0959-9436	1997-2004	1997-2004	RAS
Metallomics ²		1756-591X	2009-2018	2009-2018	RSC
Molecular Omics		2515-4184	2018	2018	RSC
Including Molecular BioSystems (1742-2051) 2005-2017				2005-2017	
Molecular Systems Design & Engineering ²		2058-9689	2016-2018	2018	ICHEME
Nanoscale ²		2040-3372	2009-2018	2009-2018	RSC
Nanoscale Horizons ²		2055-6764	2016-2018	2018	RSC
Natural Product Reports		1460-4752	2005-2018	2005-2018	RSC
New Journal of Chemistry		1369-9261	2005-2018	2005-2018	CNRS
Organic & Biomolecular Chemistry		1477-0539	2005-2018	2005-2018	RSC
Organic Chemistry Frontiers ²		2052-4129	2014-2018	2016-2018	SIOC
Photochemical & Photobiological Sciences		1474-9092	2005-2018	2005-2018	ESP/EPA
Physical Chemistry Chemical Physics		1463-9084	2005-2018	2005-2018	Owner Societies
Polymer Chemistry ²		1759-9962	2010-2018	2010-2018	RSC
Reaction Chemistry & Engineering ²		2058-9883	2016-2018	2018	RSC
RSC Advances ^{4, 5}		2046-2069	2011-2016	2013-2016	RSC
Russian Chemical Reviews		1468-4837	1998-2004	1998-2004	RAS/Turpion

¹ Pre-2018 post-cancellation access is from previous subscriptions.

² Access is free for the first two (2) years/volumes.

³ From January 2015 *Chemical Science* is a Gold Open Access journal.

⁴ From January 2017 *RSC Advances* is a Gold Open Access journal.

Journals	E-ISSN	Access years during Term	Post-cancellation access ¹	Copyright Owner*
Soft Matter	1744-6848	2006-2018	2006-2018	RSC
Toxicology Research ²	2045-4538	2012-2018	2014-2018	RSC

Section B

The electronic versions of the following databases:

Databases	E-ISSN	Years	Access	Copyright Owner*
Analytical Abstracts	1471-7107	2018 database	External	RSC
Chemical Hazards in Industry	1476-3907	2018 database	External	RSC
Chemistry World	1749-5318	2018 database	External	RSC
Education in Chemistry	1749-5326	2018 database	External	RSC
Laboratory Hazards Bulletin	1476-3915	2018 database	External	RSC
Natural Product Updates	1478-1557	2018 database	External	RSC
Synthetic Reaction Updates including access to: Catalysts & Catalysed Reactions (1474-9181) 2002-2014 Methods in Organic Synthesis (1478-1565) 1998-2014	2055-6152	2018 database	External	RSC

Section C

The electronic version of the following via the External route:

Journal Archive	E-ISSN	Years	Access
Journal Archive – Perpetual Right to Use Archive with no annual Access Fee.	Not applicable	1841-2004	External

Journal Archive Content

Journal	Date	Copyright Owner*
Analyst (Analyst, Cambridge, UK)	1876-2004	RSC
Analytical Communications (Anal. Commun.)	1996-1999	RSC
Analytical Proceedings (Anal. Proc.)	1980-1993	RSC
Analytical Proceedings including Analytical Communications (Anal. Proc. incl. Anal. Commun.)	1994-1995	RSC
Annual Reports on Analytical Atomic Spectroscopy (Annu. Rep. Anal. At. Spectrosc.)	1971-1984	RSC
Annual Reports on the Progress of Chemistry (Annu. Rep. Prog. Chem.)	1904-1966	RSC
Annual Reports on the Progress of Chemistry, Section A (Annu. Rep. Prog. Chem., Sect. A: Gen., Phys. Inorg. Chem.)	1967-1972	RSC
Annual Reports on the Progress of Chemistry, Section A (Annu. Rep. Prog. Chem., Sect. A: Inorg. Chem.)	1979-2004	RSC
Annual Reports on the Progress of Chemistry, Section A (Annu. Rep. Prog. Chem., Sect. A: Phys. Inorg. Chem.)	1973-1978	RSC
Annual Reports on the Progress of Chemistry, Section B (Annu. Rep. Prog. Chem., Sect. B: Org. Chem.)	1967-2004	RSC
Annual Reports on the Progress of Chemistry, Section C (Annu. Rep. Prog. Chem., Sect. C: Phys. Chem.)	1979-2004	RSC
Chemical Communications (Cambridge) [Chem. Commun. (Cambridge)]	1996-2004	RSC
Chemical Communications (London) [Chem. Commun. (London)]	1965-1968	RSC
Chemical Society Reviews (Chem. Soc. Rev.)	1972-2004	RSC
Contemporary Organic Synthesis (Contemp. Org. Synth.)	1994-1997	RSC
CrystEngComm (CrystEngComm)	1999-2004	RSC
Dalton Transactions (Dalton Trans.)	2003-2004	RSC
Discussions of the Faraday Society (Discuss. Faraday Soc.)	1947-1971	RSC
Faraday Discussions (Faraday Discuss.)	1991-2004	RSC
Faraday Discussions of the Chemical Society (Faraday Discuss. Chem. Soc.)	1972-1991	RSC
Faraday Special Discussions of the Chemical Society (Faraday Spec. Discuss. Chem. Soc.)	1972	RSC
Faraday Symposia of the Chemical Society (Faraday Symp. Chem. Soc.)	1972-1984	RSC
Geochemical Transactions (Geochem. Trans.)	2000-2003	ACS GD
Green Chemistry (Green Chem.)	1999-2004	RSC
Journal and Proceedings of the Institute of Chemistry of Great Britain and Ireland (J. Proc. Inst. Chem. GB Irel.)	1920-1943	RSC
Journal and Proceedings of the Royal Institute of Chemistry (J. Proc. R. Inst. Chem.)	1949	RSC
Journal and Proceedings of the Royal Institute of Chemistry of Great Britain and Ireland (J. Proc. R. Inst. Chem. GB Irel.)	1944-1948	RSC
Journal of Analytical Atomic Spectrometry (J. Anal. At. Spectrom.)	1986-2004	RSC
Journal of Environmental Monitoring (J. Environ. Monit.)	1999-2004	RSC
Journal of Materials Chemistry (J. Mater. Chem.)	1991-2004	RSC

Journal	Date	Copyright Owner*
Journal of the Chemical Society (J. Chem. Soc.)	1862-1877	RSC
Journal of the Chemical Society (resumed) (J. Chem. Soc.)	1915-1965	RSC
Journal of the Chemical Society A: Inorganic, Physical, Theoretical (J. Chem. Soc. A)	1966-1971	RSC
Journal of the Chemical Society B: Physical Chemistry (J. Chem. Soc. B)	1966-1971	RSC
Journal of the Chemical Society C: Organic (J. Chem. Soc. C)	1966-1971	RSC
Journal of the Chemical Society D: Chemical Communications (J. Chem. Soc. D)	1969-1971	RSC
Journal of the Chemical Society, Abstracts (J. Chem. Soc., Abstr.)	1878-1925	RSC
Journal of the Chemical Society, Chemical Communications (J. Chem. Soc., Chem. Commun.)	1972-1995	RSC
Journal of the Chemical Society, Dalton Transactions: Inorganic Chemistry (J. Chem. Soc., Dalton Trans.)	1972-2002	RSC
Journal of the Chemical Society, Faraday Transactions (J. Chem. Soc., Faraday Trans.)	1990-1998	RSC
Journal of the Chemical Society, Faraday Transactions 1: Physical Chemistry in Condensed Phases (J. Chem. Soc., Faraday Trans. 1)	1972-1989	RSC
Journal of the Chemical Society, Faraday Transactions 2: Molecular and Chemical Physics (J. Chem. Soc., Faraday Trans. 2)	1972-1989	RSC
Journal of the Chemical Society, Perkin Transactions 1: Organic and Bio-organic Chemistry (J. Chem. Soc., Perkin Trans. 1)	1972-2002	RSC
Journal of the Chemical Society, Perkin Transactions 2: Physical Organic Chemistry (J. Chem. Soc., Perkin Trans. 2)	1972-2002	RSC
Journal of the Chemical Society, Transactions (J. Chem. Soc., Trans.)	1878-1925	RSC
Journal of the Royal Institute of Chemistry (J. R. Inst. Chem.)	1950-1964	RSC
Jubilee of the Chemical Society (Jubilee Chem. Soc.)	11896	RSC
Lab on a Chip (Lab on a Chip)	2001-2004	RSC
Memoirs and Proceedings of the Chemical Society (Mem. Proc. Chem. Soc.)	1843-1848	RSC
Memoirs of the Chemical Society of London (Mem. Chem. Soc. London)	1841	RSC
Natural Product Reports (Nat. Prod. Rep.)	1984-2004	RSC
New Journal of Chemistry (New J. Chem.)	1998-2004	CNRS
Organic & Biomolecular Chemistry (Org. Biomol. Chem.)	2003-2004	RSC
Pesticide Outlook (Pest. Outlook)	2000-2003	RSC
Photochemical & Photobiological Sciences (Photochem. Photobiol. Chem.)	2002-2004	ESP/EPA
PhysChemComm (PhysChemComm)	1998-2003	RSC
Physical Chemistry Chemical Physics (Phys. Chem. Chem. Phys.)	1999-2004	Owner Societies
Proceedings of the Analytical Division of the Chemical Society (Proc. Anal. Div. Chem. Soc.)	1975-1979	RSC
Proceedings of the Chemical Society (Proc. Chem. Soc.)	1957-1964	RSC
Proceedings of the Chemical Society, London (Proc. Chem. Soc., London)	1885-1914	RSC
Proceedings of the Chemical Society of London (Proc. Chem. Soc. London)	1842	RSC
Proceedings of the Institute of Chemistry of Great Britain and Ireland (Proc. Inst. Chem. GB Ire.)	1877-1919	RSC
Proceedings of the Society for Analytical Chemistry (Proc. Soc. Anal. Chem.)	1964-1974	RSC
Quarterly Journal of the Chemical Society (Q. J. Chem. Soc.)	1849-1862	RSC
Quarterly Review of the Chemical Society (Q. Rev. Chem. Soc.)	1947-1971	RSC
Royal Institute of Chemistry Reviews (RIC Rev.)	1968-1971	RSC
Selected Annual Reviews of the Analytical Sciences (Sel. Annu. Rev. Anal. Sci.)	1971-1974	RSC
Special Discussions of the Faraday Society (Spec. Discuss. Faraday Soc.)	1970	RSC
Symposia of the Faraday Society (Symp. Faraday Soc.)	1967-1971	RSC
Transactions of the Faraday Society (Trans. Faraday Soc.)	1905-1971	RSC

Section D

The electronic version of The Merck Index *Online* – based on the 15th Edition of The Merck Index. The information shall be updated regularly with updates to the current compounds and additional new compounds.

Section E

The electronic version of the following:

eBook Collection	Years	Format	Access
eBook Collection 1968-2006	1968-2006	PDF	External
eBook Collection 2007	2007	PDF	External
eBook Collection 2008	2008	PDF	External
eBook Collection 2009	2009	PDF	External
eBook Collection 2010	2010	PDF	External
eBook Collection 2011	2011	PDF	External
eBook Collection 2012	2012	PDF	External
eBook Collection 2013 ⁵	2013	PDF	External
eBook Collection 2014 ⁵	2014	PDF	External
eBook Collection 2015 ⁵	2015	PDF	External
eBook Collection 2016 ⁵	2016	PDF	External
eBook Collection 2017 ⁵	2017	PDF	External
eBook Collection 2018 ⁵	2018	PDF	External
eBook Collection 2019 ⁵	2019	PDF	External
eBook Collection 2020 ⁵	2020	PDF	External
eBook Collection 2021 ⁵	2021	PDF	External
eBook Collection 2022 ⁵	2022	PDF	External
eBook Collection 2023 ⁵	2023	PDF	External

The eBook collections in years 2018-2020 include a minimum of 65 titles per year and in years 2021-2023 a minimum of 70 titles per year will be published.

CDL reserves the right to monitor eBook output on an annual basis and re-negotiate pricing if the minimum number of titles is not met, the quality of the content changes, eBooks become open access, the RSC platform or search interface deteriorates, RSC is acquired by a commercial publisher or ceases to publish independently as a society publisher, or eBooks are integrated with collections that CDL has already purchased (for example, RSC journals and books are sold through a database model).

Publisher makes available to Customer MARC records free of charge for the eBook Collection. Details of how these can be obtained are available on Publisher's website at <http://rsc.li/marc>.

* RSC	The Royal Society of Chemistry
ACS GD	American Chemical Society, Division of Geochemistry
CNRS	Centre National de la Recherche Scientifique
ESP/EPA	European Society for Photobiology, European Photochemistry Association
ICChemE	Institution of Chemical Engineers and Royal Society of Chemistry
Owner Societies	Canadian Society for Chemistry, Deutsche Bunsen-Gesellschaft für Physikalische Chemie, Institute of Chemistry of Ireland, Israel Chemical Society, Kemisk Forening, Koninklijke Nederlandse Chemische Vereniging, Korean Chemical Society, New Zealand Institute of Chemistry, Norsk Kjemisk Selskap, Polskie Towarzystwo Chemiczne, Real Sociedad Española de Química, Royal Australian Chemical Institute, Royal Society of Chemistry, Società Chimica Italiana, Suomen Kemian Seura - Kemisk Sällskapet i Finland, Svenska Kemistsamfundet, Swiss Chemical Society, and Türkiye Kimya Demegi,
PKU	Chinese Chemical Society, Peking University and Royal Society of Chemistry
RAS	Russian Academy of Sciences
SIOC	Chinese Chemical Society, Shanghai Institute of Organic Chemistry and Royal Society of Chemistry
Turpion	Turpion

⁵ University of California, San Francisco (UCSF) has not purchased eBook Collection 2013-2023 and therefore does not get access to this content.

SCHEDULE B

Customer Site(s) and Secure Authentication Protocol

Customer Site(s)

1. University of California, Berkeley (UCB)
2. LBNL (Part of Berkeley)
3. University of California, Davis (UCD)
4. University of California, Irvine (ICI)
5. University of California, Los Angeles (UCLA)
6. University of California, Merced (UCM)
7. University of California Office of the President (UCOP)
8. University of California, Riverside (UCR)
9. University of California, San Diego (UCSD)
10. University of California, San Francisco (UCSF)
11. University of California, Santa Barbara (UCSB)
12. University of California, Santa Cruz (UCSC)

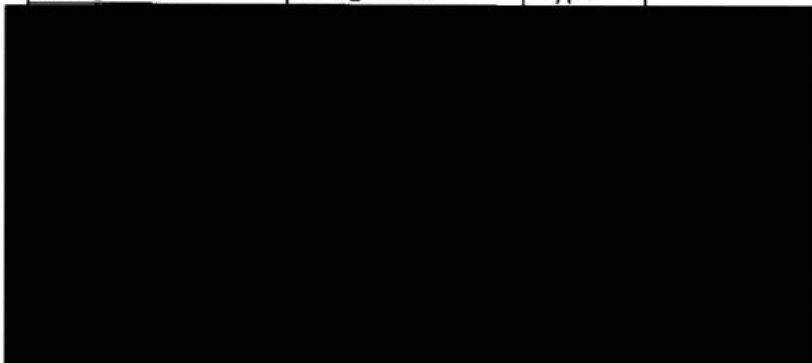
Customer Site	Journal Archive, 1841-2004	Journal Collections, 2005-2018	Ebook Archive, 1968-2012	Ebook Collections, 2013 - 2023	The Merck Index Online
University of California, Berkeley (UCB)	✓	✓	✓	✓	✓
LBNL (Part of Berkeley)	✓	✓	✓	✓	✓
University of California, Davis (UCD)	✓	✓	✓	✓	✓
University of California, Irvine (ICI)	✓	✓	✓	✓	✓
University of California, Los Angeles (UCLA)	✓	✓	✓	✓	✓
University of California, Merced (UCM)	✓	✓	✓	✓	✓
University of California Office of the President (UCOP)	✓	✓	✓	✓	✓
University of California, Riverside (UCR)	✓	✓	✓	✓	✓
University of California, San Diego (UCSD)	✓	✓	✓	✓	✓
University of California, San Francisco (UCSF)	✓	✓	✓		✓
University of California, Santa Barbara (UCSB)	✓	✓	✓	✓	✓
University of California, Santa Cruz (UCSC)	✓	✓	✓	✓	✓

Secure Authentication Protocol

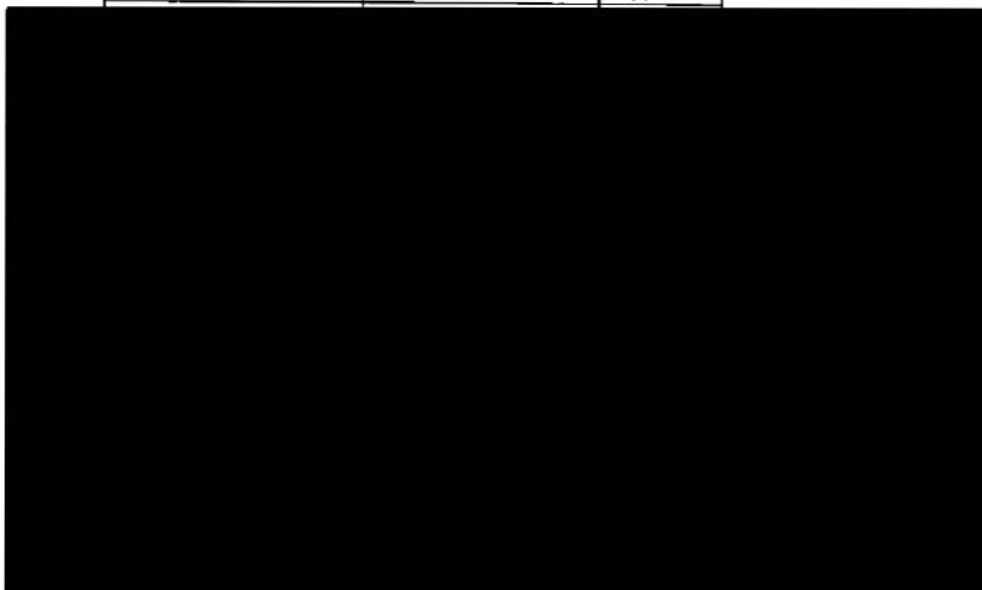
External:

Secure Authentication by IP addresses

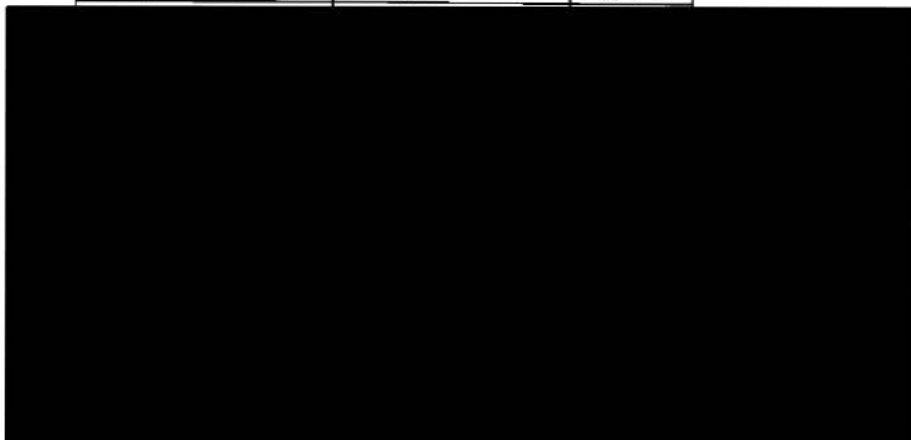
Berkeley (UCB)		
Range Start	Range End	Type



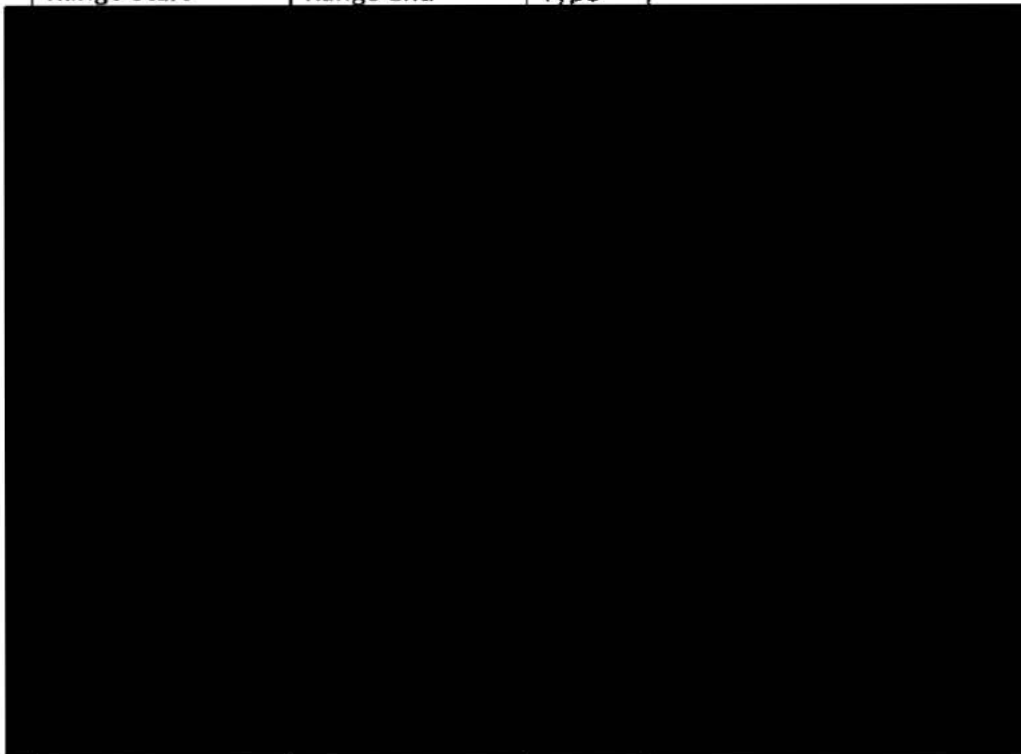
Lawrence Berkeley National Laboratory (LBNL)		
Range Start	Range End	Type



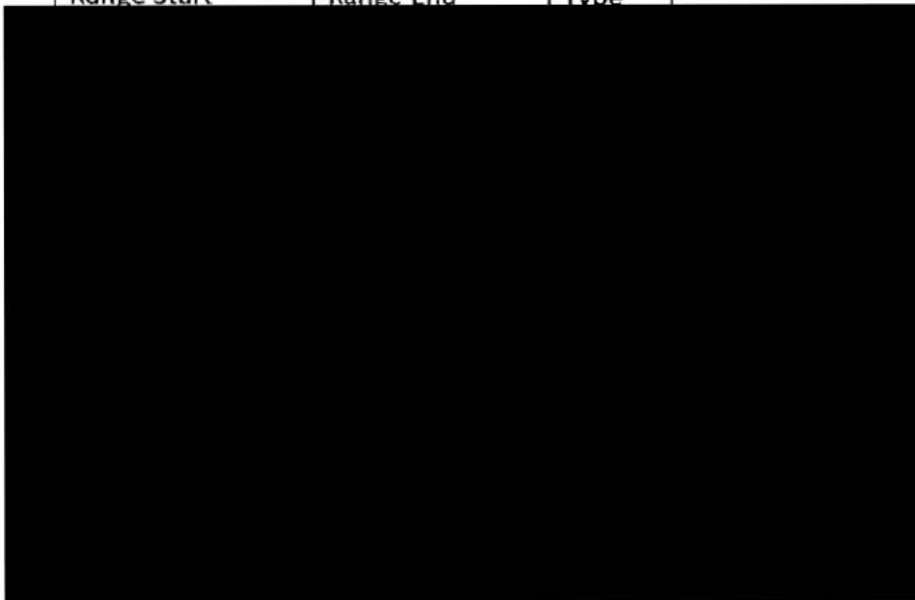
Davis (UCD)		
Range Start	Range End	Type



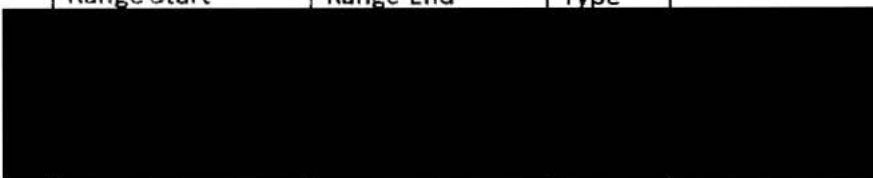
Irvine (UCI)		
Range Start	Range End	Type



Los Angeles (UCLA)		
Range Start	Range End	Type



Merced (UCM)		
Range Start	Range End	Type



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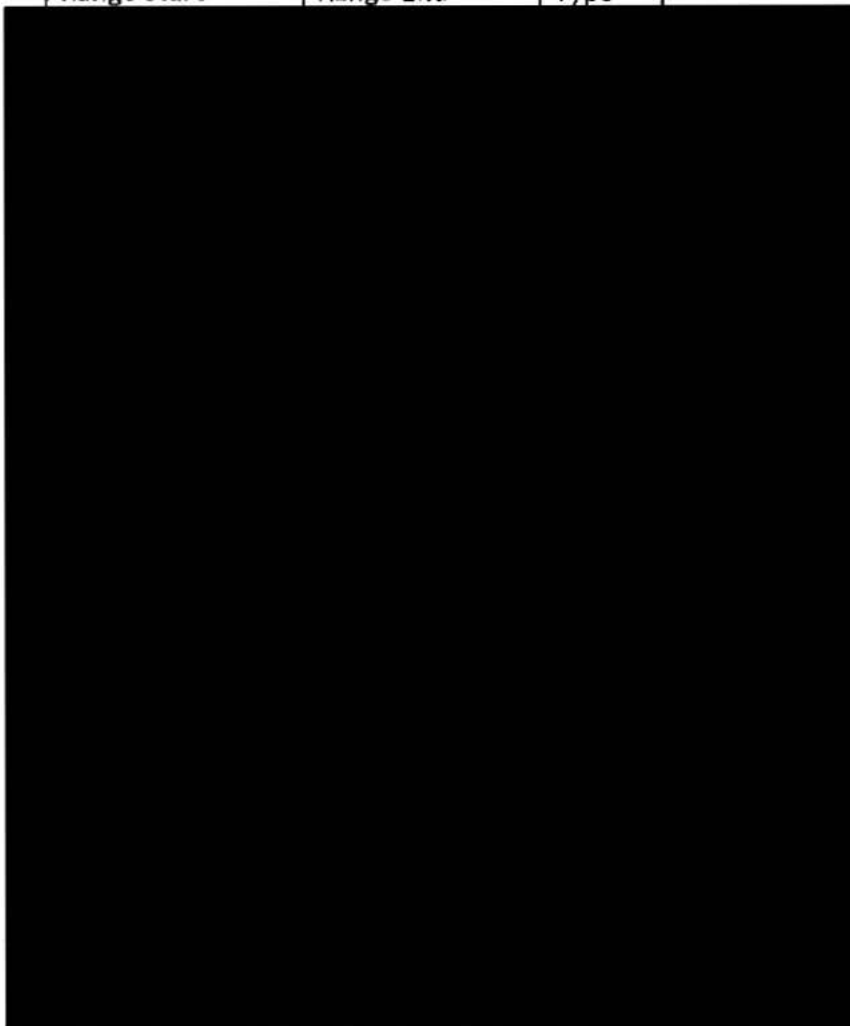
Office of the President (UCOP)		
Range Start	Range End	Type

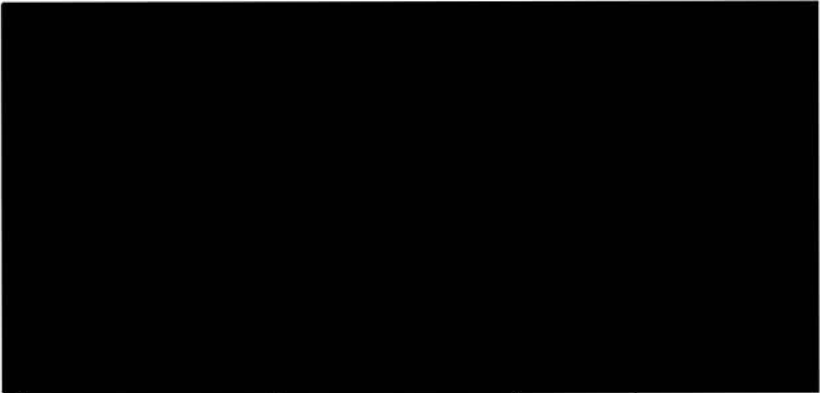


Riverside (UCR)		
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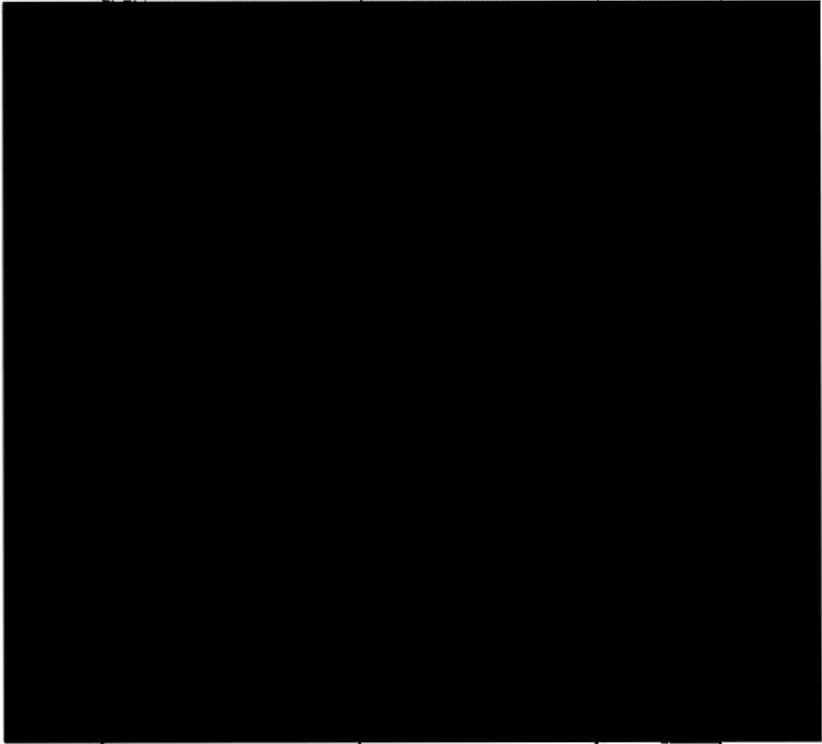


San Diego (UCSD)		
Range Start	Range End	Type

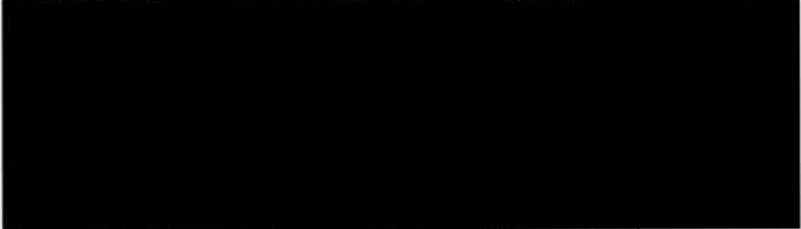




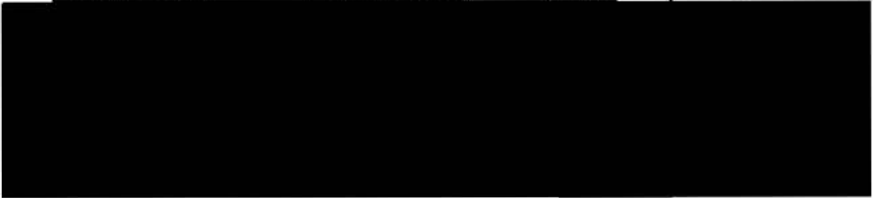
San Francisco (UCSF)		
Range Start	Range End	Type



Santa Barbara (UCSB)		
Range Start	Range End	Type



Santa Cruz (UCSC)		
Range Start	Range End	Type



SCHEDULE C

Payment

Journals and Databases

The Fee paid for the Publisher Content for 2007 =

The Fee paid for the Publisher Content for 2008 =

The Fee paid for the Publisher Content for 2009 =

The Fee paid for the Publisher Content for 2010 =

The Fee paid for the Publisher Content for 2011 =

The Fee for RSC Gold including Archive for 2012 =

The Fee for RSC Gold including Archive for 2013 =

The Fee for RSC Gold including Archive for 2014 =

The Fee for RSC Gold including Archive for 2015 =

The Fee for RSC Gold including Archive for 2016 =

The Fee for RSC Gold including Archive for 2017 =

The Fee for the Publisher Content for 2018 =

Journal Archive

Customer paid [REDACTED] for RSC Journal Archive 1841-2004 previously. The yearly maintenance fee is waived as long as Customer continues to subscribe to the Journals.

The Merck Index Online

Customer paid [REDACTED] for perpetual access to The Merck Index *Online* previously. The yearly maintenance fee is waived as long as Customer continues to subscribe to the Journals.

eBook Collection

The Fee paid for the eBook Collection 1968-2012 =

The Fee paid for the eBook Collection 2013 =

The Fee paid for the eBook Collection 2014 =

The Fee paid for the eBook Collection 2015-2017 =

The Fee paid for the eBook Collection 2018-2020 =

The Fee paid for the eBook Collection 2021-2023 =

The yearly maintenance fee is waived as long as Customer continues to subscribe to the Journals.

* All Fees are in USD (\$), exclusive of all taxes.