

ELECTRONIC ACCESS LICENCE AGREEMENT

This Agreement is made the 7th of June, 2001 between The Royal Society of Chemistry located at Thomas Graham House, Science Park, Milton Road, Cambridge CB4 0WF, UK ("Publisher") of the one part and The Regents of the University of California, a non-profit academic institution, with its principal offices at The California Digital Library, 300 Lakeside Drive, 6th floor, Oakland, CA 94612-3550, USA ("Customer") of the other part.

WHEREAS

- (A) Publisher holds journal articles in electronic form.
- (B) Customer wishes to license access to journal articles at certain of its sites.

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

1. Licence

Subject to the terms and conditions set forth in this Agreement, Publisher hereby grants to Customer a non-exclusive and non-transferable right and licence to use Publisher Content listed in Schedule A (as amended from time to time by the parties).

- 1.1 Publisher licenses Customer to access Publisher Content posted on a file server maintained by Publisher or by a third party host on Publisher's behalf from IP addresses provided by Customer for the sites specified in Schedule B ("Customer Sites").
- 1.2 Publisher licenses Customer to allow employees, students, registered patrons and other persons affiliated with Customer ("Authorised Users") to access Publisher Content. Remote access by Authorised Users to Publisher Content is allowed.
- 1.3 Publisher licenses Customer to allow "walk-in users" to access and use Publisher Content.
- 1.4 Publisher licenses Customer to supply interlibrary loan requests from Customer Sites in accordance with the Interlibrary Loan Provision of section 108 of the US Copyright Law and the CONTU Guidelines.
- 1.5 Publisher licenses Customer, upon written request of Customer, to create one (1) copy of the entire set of Publisher Content to be maintained as a backup or archival copy ("Archive") during the term of this Agreement, or as required to exercise Customer's rights under this Agreement.
- 1.6 Publisher licenses Customer to provide electronic links from Customer's web page(s) to Publisher Content ("Links"). Publisher will make reasonable efforts to help Customer create Links effectively when Customer requests assistance. Customer agrees to make changes to the appearance of Links and/or to statements accompanying Links when requested to do so by Publisher. Publisher will also provide means for Customer to link directly from records in Customer's bibliographic computing systems to Publisher Content at the title, issue, and article levels, using standard Internet communications and applications protocols, and other such methods as may be agreed from time to time between Publisher and Customer. Other than for the purpose of creating Links Customer will not modify, manipulate or create any derivative work based on Publisher Content without prior written permission from Publisher.

2. Payment

Customer agrees to pay Publisher the fees set out in Schedule C for the rights set forth in this Agreement.

3. Copyright and Ownership

- 3.1 The copyright and ownership of Publisher Content reside with Publisher.
- 3.2 Customer will abide by Publisher's Terms and Conditions as set out in Schedule D and will make reasonable efforts to distribute Publisher's Terms and Conditions to Authorised Users and "walk-in users". These Terms and Conditions are subject to change at the discretion of Publisher with proper Notice to Customer as noted in Clauses 10 and 12.

4. Term of Agreement

The Term of this Agreement is 1 January 2000 to 31 December 2002.

5. Termination

- 5.1 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 thirty (30) days of notice, and if such remedy has not been completed within the said thirty (30) day period, or if no remedy is possible, either party may terminate this Agreement forthwith.
- 5.2 If Publisher becomes aware of a material breach of the rights granted to Customer under the Agreement that Publisher reasonably believes will cause immediate and severe economic injury, Publisher will notify Customer immediately in writing and shall have the right to temporarily suspend Customer's access to Publisher Content. Customer shall have the right to remedy the breach within thirty (30) days of receipt of written notice from Publisher. Once the breach has been remedied or the breaching activity halted, Publisher will immediately reinstate access to the Publisher Content. If Customer does not satisfactorily remedy the breaching activity within thirty (30) days, Publisher may terminate this Agreement upon written notice to Customer.
- 5.3 Either party shall have the right to terminate this Agreement summarily 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 amalgamation or reconstruction.
- 5.4 Termination of the Agreement for whatsoever reason shall be without prejudice to the right of the parties to claim damages for any previous breach. Waiver of any previous breach by either party shall not prevent subsequent enforcement of this Agreement by either party.
- 5.5 Following termination of this Agreement under Clause 4 or Clause 5.3, or termination of this Agreement by Customer under Clause 5.1, Customer shall continue to have the rights granted in this Agreement with respect to Publisher Content, provided Customer abides by Publisher's Terms and Conditions in force at the time. This clause is not applicable to databases identified on Schedule A - Publisher Content.

5.6 Following termination of this Agreement by Publisher under Clause 5.1 or Clause 5.2:

5.6.1 Publisher shall immediately remove Customer access to Publisher Content;

5.6.2 Publisher shall forthwith repay the proportion of the fees paid that represents the un-expired part of the Subscription Years 2000-2002.

5.6.3 Customer will abide by Publisher Terms and Conditions set out in Schedule D for access to the Archive.

6. Warranties and Liabilities

6.1 Publisher hereby warrants to Customer that, to the best of its belief, 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.

6.2 Publisher shall use its best endeavours to ensure that the information contained in Publisher Content is accurate, but Publisher accepts no liability for omissions or errors therein or their consequences. Publisher shall not be liable for any consequential, direct or indirect loss or damage of any nature whatsoever alleged to be caused by errors or omissions in Publisher Content provided that nothing in this Agreement shall prevent Publisher being liable for death or personal injury caused by its negligence or that of employees servants or agents.

6.3 Publisher cannot accept responsibility for any corruption of Publisher Content including but not limited to any defect caused by its transmission or processing.

6.4 Publisher shall use reasonable efforts to provide continuous service seven (7) days a week with an average of 98% up-time per month. The 2% down-time includes periodic unavailability due to maintenance of the server(s), the installation or testing of software, the loading of additional Publisher Content as they become available, but excludes downtime related to the failure of equipment or services outside the control of Publisher, including but not limited to public or private telecommunications services or internet nodes or facilities. Scheduled down-time will be performed at a time to minimize inconvenience to Customer and Authorized Users.

If access to Publisher Content is not in accordance with this Agreement, Customer shall immediately notify Publisher, and Publisher shall promptly use reasonable efforts to restore access to Publisher Content. In the event that Publisher fails to repair the nonconformity in a reasonable time, Publisher shall reimburse Customer in an amount such that the nonconformity is proportional to the total payment made by Customer under this Agreement.

6.5 Publisher shall defend, indemnify, and hold harmless Customer, their officers, agents and employees from all damages, liabilities, costs, fees, including, but not limited to, attorney's fees, resulting from any judgement or settlement agreement arising out of the claim of a third party that Publisher Content or Customer's use of Publisher Content under the terms and conditions of this Agreement constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION. Customer shall give prompt notice of an infringement claim to Publisher, provide such co-operation and assistance to Publisher as is reasonably necessary to defend the claim, and shall allow Publisher to have sole control of the defense, provided, however, that Customer retains the right to participate in the defense at its own expense.

- 6.6 Customer warrants that, during the Term of this Agreement, each individual Customer Site listed in Schedule B will only cancel full institutional rate duplicate copies of printed versions of Publisher Content subscribed to at that Customer Site. Should a Customer Site makes further cancellations of printed versions of Publisher Content, Publisher will increase the yearly payment under this Agreement to regain the revenue lost by such cancellations.

7. Perpetual License

Notwithstanding anything else in this Agreement, Publisher hereby grants to Customer a nonexclusive, royalty-free, perpetual license to use any Publisher Content that was accessible 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. This clause is not applicable to databases identified on Schedule A - Publisher Content.

8 Entire Contract

This Agreement, including Schedules A, B, C and D, constitutes the entire contract between the parties.

9 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.

10 Alteration of Agreement

This Agreement may be amended only in writing signed by duly authorized representatives of the parties. This Agreement shall be binding upon and inure to the benefit of both parties hereto and their respective successors and permitted assignees.

11 Assignment

Neither Customer nor Publisher may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other.

12 Notices

Any notice or request under this Agreement shall be sufficiently given or made by posting the same in a registered letter addressed to a party at the address set forth above or at any other address as one party may specify by notice to the other. Every such notice or request shall be deemed to have been given or made on the day on which the same would in the ordinary course of post be received by the addressee.

13 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.

14 Confidentiality

Both parties shall keep the financial terms of this Agreement strictly confidential and shall not disclose same (except to the extent of any disclosure required by law).

15 Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of California.

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

The Regents of the University of California

Signed: **TEXT DELETED**

Name: _____

Title: Director, Shared Content

Date: 13 July 2001

The Royal Society of Chemistry

Signed: **TEXT DELETED**....

Name:

Title:Director, Publishing.....

Date: 7th June 2001.....

Publisher Content

Journal	E-ISSN	Years
The Analyst	1364-5528	1997-2002
Annual Reports on the Progress of Chemistry, A	1460-4760	1997-2002
B	1460 4779	1997-2002
C	1460-4787	1997-2002
Chemical Communications	1364-548X	1997-2002
Chemical Society Reviews	1460-4744	1998-2002
CrystEngComm	1466-8033	2000-2002
Dalton Transactions	1364-5447	1997-2002
Faraday Transactions	1364-5455	1997-1999
Faraday Discussions	1364-5498	1997-2002
Geochemical Transactions	1467-4866	2000-2002
Green Chemistry	1463-9270	1999-2002
Journal of Analytical Atomic Spectrometry	1364-5544	1997-2002
Journal of Environmental Monitoring	1464-0333	1999-2002
Journal of Material Chemistry	1364-5501	1997-2002
Mendeleev Communications	1364-551X	1998-2002
Natural Product Reports	1460-4752	1998-2002
New Journal of Chemistry	1369-9261	1998-2002
Perkin Transactions 1	1364-5463	1997-2002
Perkin Transactions 2	1364-5471	1997-2002
Pesticide Outlook	1364-5455	2000-2002
PhysChemComm	1460-2733	1999-2002
Physical Chemistry Chemical Physics	1463-9084	1999-2002
Russian Chemical Reviews	1468-4837	1998-2002

Database		
Methods in Organic Synthesis		
Natural Product Updates		

SCHEDULE B

Customer Sites and Internet Protocol Addresses

Customer Sites

UC Berkeley
UC Davis
UC Irvine
UC Los Angeles
UC Merced
UC OP - California Digital Library
UC Riverside
UC San Diego
UC San Francisco
UC Santa Barbara
UC Santa Cruz

Internet Protocol Addresses

The California Digital Library (CDL) creates and maintains persistent identifiers to link entries in catalogs to licensed resources. This is done so that when a URL for a resource changes, we need only to update our persistent identifier (PID) and need not make changes in catalog records.

As part of the maintenance process, the CDL will periodically validate all PIDs to assure that they still resolve to the correct URLs. This will be done not more than once per week, and will appear to your server as a normal HTTP access. However, because the process is automated, it is considered a 'robot' or 'spider', as opposed to human-initiated retrieval. If your site maintains a robots.txt entry indicating that it does not permit programmatic access to the site, the CDL assumes permission to run its validation tool for the PIDs that the CDL has assigned to the licensed content. No reconfiguration of your robots.txt file is needed; our tool can be configured to bypass the robots.txt file. Please contact the CDL's Technical Coordinator if you have any questions or concerns about this process: [TEXT DELETED](#)
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Schedule C

Payment

The fee payable in 2000 for access to the backfile (1997-1999, where available) is equal to ^{TEXT C} of the total paid for 2000 print subscriptions held at Customer Sites.

The fee payable in 2000 for the articles published in 2000 is equal to ^{TEXT D} of the total paid for 2000 print subscriptions held at Customer Sites.

The fee payable in 2001 for the articles published in 2001 is equal to ^{TEXT I} of the total paid for 2001 print subscriptions held at Customer Sites.

The fee payable in 2002 for the articles published in 2002 is equal to ^{TEXT I} of the total paid for 2002 print subscriptions held at Customer Sites.

These fees are dependent on the following:

The fee payable for 2001 shall not exceed the fee paid in 2000 by an amount greater than ^{TEXT I} more than the yearly UK Retail Price Index Percentage increase as measured on 31 December 2000, unless Publisher increases payments as allowed in Clause 6.6, in which case there will be no upper limit on the fee payable.

The fee payable for 2002 shall not exceed the fee paid in 2001 by an amount greater than ^{TEXT D} more than the yearly UK Retail Price Index Percentage increase as measured on 31 December 2001, unless Publisher increases payments as allowed in Clause 6.6, in which case there will be no upper limit on the fee payable.

2000 Print subscriptions to Publisher Content

JOURNAL TITLE	UCB	UCD	UCI	UCLA	UCR	UCSD	UCSF	UCSB	UCSC	UC SUBS	2000 LIST PRICE	2000 UC COST
Analyst	1	H	1	1	H	1	0	H	0	4	TEXT DELETED	
Analytical Abstracts	0	0	0	0	0	0	0	0	0	0		
Annual Reports on the Progress of Chemistry, A-C	A	A	1	0	1	A	0	1	1	4		
Chemical Communications	A	A	B	B	1	A	1	B	B	2		
Chemical Society Reviews	A	A	1	1	1	A	1	1	1	6		
CrystEngComm (Electronic only)	A	A	0	0	0	A	0	0	0	0		
Dalton Transactions	A	A	B	B	1	A	0	B	B	1		
Faraday Discussions	A	A	1	1	1	A	0	1	0	4		
Geochemical Transactions (Electronic only)	A	A	0	0	0	A	0	0	0	0		
Green Chemistry	A	A	0	0	0	A	0	0	0	0		
JAAS - Journal of Analytical Atomic Spectrometry	1	1	0	0	0	1	0	0	0	3		
Journal of Environmental Monitoring	1	H	0	0	H	0	0	H	0	1		
Journal of Materials Chemistry	A	A	B	B	0	A	0	B	B	0		
Mendeleev Communications	0	1	0	0	0	0	0	0	0	1		
Natural Product Reports	A	A	1	1	1	A	0	1	1	5		
New Journal of Chemistry	A	A	B	B	1	A	0	1	B	2		
Perkin Transactions 1	A	A	B	B	1	A	1	B	B	2		
Perkin Transactions 2	A	A	B	B	1	A	1	B	B	2		
PhysChemComm (Electronic only)	A	A	0	1	0	A	0	0	0	1		
Physical Chemistry Chemical Physics (incorporating Faraday Transactions)	A	A	B	B	1	A	0	B	B	1		
Russian Chemical Reviews	1	0	1	0	0	0	0	1	0	3		

Package A (Price adjusted to omit Methods in Organic Synthesis & Natural Product Updates)	1	1	0	0	0	1	0	0	0	3	TEXT DELETED	
Package B	0	0	1	1	0	0	0	1	1	4		
Package H	0	1	0	0	1	0	0	1	0	3		

JOURNALS WHICH HAVE BACKFILES ONLY

Analytical Communications (ceased publication December 1999)	1	1	0	0	0	1	0	1	0	4	TEXT DELETED	
Journal of Chemical Research	1	1	1	1	0	1	0	1	1	7		

JOURNAL TITLE	UCB	UCD	UCI	UCLA	UCR	UCSD	UCSF	UCSB	UCSC	UC SUBS	2000 LIST PRICE	2000 UC COST
(from January 2000 published by Science Reviews Ltd)												

TEXT DELETED

TOTAL

FEE PAYABLE in 2000

For backfile 1997-1999

For 2000 articles

TEXT DELETED

* exclusive of all taxes.

2001 Print subscriptions to Publisher Content

JOURNAL TITLE	UCB	UCD	UCI	UCLA	UCR	UCSD	UCSF	UCSB	UCSC	UC SUBS	2001 LIST PRICE	2001 UC COST
Analyst	1	H	1	1	H	1	0	H	0	4	TEXT DELETED	
Analytical Abstracts	0	0	0	0	0	0	0	0	0	0		
Annual Reports on the Progress of Chemistry, A-C	A	A	1	0	1	A	0	1	1	4		
Chemical Communications	A	A	B	B	1	A	1	B	B	2		
Chemical Society Reviews	A	A	1	1	1	A	1	1	1	6		
CrystEngComm (Electronic only)	A	A	0	0	0	A	0	0	0	0		
Dalton Transactions	A	A	B	B	1	A	0	B	B	1		
Faraday Discussions	A	A	1	1	1	A	0	1	0	4		
Geochemical Transactions (Electronic only)	A	A	0	0	0	A	0	0	0	0		
Green Chemistry	A	A	0	0	0	A	0	0	0	0		
JAAS - Journal of Analytical Atomic Spectrometry	1	1	0	0	0	1	0	0	0	3		
Journal of Environmental Monitoring	1	H	0	0	H	0	0	H	0	1		
Journal of Materials Chemistry	A	A	B	B	0	A	0	B	B	0		
Mendeleev Communications	0	1	0	0	0	0	0	0	0	1		
Methods in Organic Synthesis (Added 3/9/01)	A	A	0	0	1	A	0	1	0	2		
Natural Product Reports	A	A	1	1	1	A	0	1	1	5		
Natural Product Updates (Added 3/9/01)	A	A	0	0	1	A	0	0	0	1		
New Journal of Chemistry	A	A	B	B	1	A	0	1	B	2		
Perkin Transactions 1	A	A	B	B	1	A	1	B	B	2		
Perkin Transactions 2	A	A	B	B	1	A	1	B	B	2		
PhysChemComm (Electronic only)	A	A	0	1	0	A	0	0	0	1		
Physical Chemistry Chemical Physics (incorporating Faraday Transactions)	A	A	B	B	1	A	0	B	B	1		
Russian Chemical Reviews	1	0	1	0	0	0	0	1	0	3		

Package A	1	1	0	0	0	1	0	0	0	3
Package B	0	0	1	1	0	0	0	1	1	4
Package H	0	1	0	0	1	0	0	1	0	3

TOTAL FOR 2001	5	4	7	6	13	3	4	9	4	55
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FEE PAYABLE in 2001

For 2001 articles

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* exclusive of all taxes.

SCHEDULE D

Terms and Conditions Use of Information from The Royal Society of Chemistry

Permitted Uses

Authorised Users and "walk-in users" of Publisher Content are permitted to:

1. copy (including printing and downloading) Publisher Content and retain it as long as they wish for their own personal use;
2. store Publisher Content electronically, provided the use is consistent with the other terms and conditions described here;
3. distribute or otherwise make available Publisher Content to other Authorised Users;
4. include Publisher Content in a presentation provided that the material carries the credit "Reproduced by permission of The Royal Society of Chemistry" in such a position and typeface as to be clearly visible to the audience;
5. include Publisher Content in a published work provided permission has been sought and obtained from the RSC in advance;
6. include copies (hardcopy or downloaded) of Publisher Content (i) in anthologies (coursepacks) in print or digital form for sale and/or distribution to the Authorised Users for their use in connection with classroom instruction and/or (ii) in reserves (print or digital) set up by Customer's libraries for access by Authorised Users in connection with specific courses offered by Customer. Copies of Publisher Content in digital form which are included in online coursepacks or reserves will be deleted by Customer after the end of the term in which the related course concludes.

Authorised Users must obtain special permission to make Publisher Content available to non-Authorised Users in any form whatsoever. This includes, for example:

1. making printed or electronic copies of Publisher Content for provision to non-Authorised Users (except as noted above for interlibrary loan);
2. making available a database from Publisher Content to non-Authorised Users;
3. publishing a collection of Publisher Content for provision to non-Authorised Users.

Copyright

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