

ELECTRONIC ACCESS LICENCE AGREEMENT

This Agreement is made the 3rd day of January 2019 between The Royal Society of Chemistry a company incorporated in England by Royal Charter (Registered No. RC000524) and a Registered Charity No. 207890 whose registered office is located at Burlington House, Piccadilly London W1J 0BA, United Kingdom ("Publisher") and Consejo Superior de Investigaciones Cientificas (CSIC) located at Serrano 117, Madrid, 28006, Spain ("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 the categories of persons associated with Customer as specified below who have been allowed access to Publisher Content by Customer, such access to be by Secure Authentication:
- (i) faculty members (including temporary or exchange faculty members for the duration of their assignment);
 - (ii) enrolled post-graduate and undergraduate students;
 - (iii) current staff members;
 - (iv) contract personnel directly involved in educational and research activities of Customer; and
 - (v) Walk-In Users, i.e. persons who do not fall into any of the categories above but 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;
- "Corresponding Authors" means authors who are Authorised Users other than Walk-In Users who are also the corresponding author of an article published in a Journal.
- "Customer Site(s)" means the site(s) of Customer specified in Schedule B;
- "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

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| | 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; |
| "Hybrid Journals" | means the publications specified in Schedule A; |
| "OA Articles" | the articles published in Hybrid Journals for which the Corresponding Author is an Authorised User and are published Gold Open Access via a Creative Commons CC-BY or CC BY-NC licence. |
| "Publishing Fee" | means the Fee paid by Customer to publish OA Articles in subscription Hybrid Journals based on the base article processing charge (APC) of £1,600.00, exclusive of all taxes. |
| "Reading Fee" | means the Fee paid by Customer to Customer Sites to access the Publisher Content under the terms of this Agreement. |
| "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; |
| "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; |
| "Walk-in Users" | means a category of Authorised User as set out in point (v) of the definition of Authorised Users; |

2. Licence

Subject to the terms and conditions set forth in this Agreement, Publisher hereby grants to Customer a non-exclusive and (subject to Clause 14 below) non-transferable right and licence to use Publisher Content.

- 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.
- and/or
- 2.1.2 Internal. If Publisher Content is accessed by an Internal route:
- 2.1.2.1 Neither Customer nor Authorised Users may make available or distribute any part of Publisher Content on any other network.
- 2.1.2.2 Access must be by means of Secure Authentication.
- 2.1.2.3 Customer may not alter Publisher Content in any way, including without limitation additions, subtractions or adaptations.
- 2.1.2.4 Customer may adapt header files in order to provide effective linking to

files of journal articles.

- 2.2 Publisher licenses Customer to provide access to Publisher Content via means of Secure Authentication to Authorised User so that these users may access and use Publisher Content in accordance with the terms of this Agreement.
- 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 include printed or electronic copies of items from Publisher Content:
- (i) in anthologies (course packs) in printed or electronic form for sale (as long as the sale is not for Commercial Use) and/or distribution to Authorised Users for their use in connection with classroom instruction only; and
 - (ii) in reserves (in printed or electronic form) set up by Customer for access by Authorised Users in connection with specific courses offered by Customer.

Customer will use its best efforts to ensure that copies of material from Publisher Content in any online or offline (for example, CD-ROMs) electronic form whatsoever which are included in electronic course packs or reserves are deleted or destroyed, as appropriate, by Customer no later than thirty (30) days after the end of the term in which the related course concludes.

Acknowledgement in the form (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";

must appear on such material in a position and typeface as to be clearly visible.

- 2.5 Publisher licenses Customer to re-engineer Publisher Content at Customer Sites to provide suitable format(s) such that Authorised Users who are Visually Impaired Persons may have access to Publisher Content.
- 2.6 Publisher licences Customer to fulfil interlibrary supply requests from Customer Site to other libraries. Publisher licenses Customer to supply for each interlibrary supply request to a library, for the purposes of research for non-Commercial Use or private study only, a single paper or electronic copy or an electronic original of an individual item which is part of Publisher Content. Such supply may be by post or fax or by secure transmission, in which latter case the electronic file must be deleted immediately after printing unless the user who is authorised at the said library is a Visually Impaired Person and the electronic file is explicitly provided solely for his/her personal use.
- 2.7 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.
- 2.8 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 or set out in Schedule D, 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.
- 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. If it is not possible to agree the Fees within thirty (30) days of notification, the Agreement shall terminate automatically at the end of the then current Term.

4. Term of Agreement

The Term of this Agreement is 1st January 2019 to 31st December 2020. 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 a Read & Publish deal is in place this agreement must be by end 30th September of the current year as specified in Clause 5.1 of Schedule E. 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, database protection, 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 the same precautions to prevent theft or inadvertent illicit use of the intellectual property in Publisher Content that it takes to prevent theft of its own intellectual property. The relevant copyright notice must be displayed on all copies of information made from Publisher Content (see Clause 2.4 for the form of words to be used).
- 5.2 Customer acquires no intellectual property rights in Publisher Content and all such rights remain with the copyright owner.
- 5.3 Customer shall abide by Publisher's Terms and Conditions as set out in Schedule D (also available on Publisher's website(s)). Customer shall make all reasonable efforts to distribute these Terms and Conditions to Authorised Users to make them aware of Publisher's Terms and Conditions. Notwithstanding Clause 13, and subject only to Publisher giving Customer thirty (30) days prior notice, Publisher's Terms and Conditions are subject to change any time at the discretion of Publisher.
- 5.4 Each party shall use its best 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. It is the responsibility of Customer to verify that any IP address will only allow such access
 - 6.1.2 Where Customer does not have the technical facilities to comply with 6.1.1, Publisher may, at its sole discretion, permit Customer to access or to provide access to Publisher Content using assigned username and password. In such cases, Customer shall be responsible for ensuring that the username and password are provided to Authorised Users only. Customer shall not pass on or put the username and password in a place where they can be accessed by anyone other than Authorised Users (for example, the username and password shall not be given to Walk-in Users or put on a website).
- 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. 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 For Publisher Content accessed by Customer via an Internal route Publisher shall have no responsibility whatsoever to Customer for interruption of access.
- 6.4 Publisher reserves the right to change the format of or the hosting service for Publisher Content.
- 6.5 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 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 terminate Customer's access or, if applicable, require Customer to delete Publisher Content held on its network, which Customer shall do as soon as reasonably practical after notification from Publisher and confirm to Publisher in writing when it has done so.
- 7.2 Hybrid Journals
- 7.2.1 Upon expiry of this Agreement, 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 Hybrid Journals that Customer has subscribed to under this Agreement, subject always to the provisions of Clause 7.1 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 by Publisher supplying Customer with the PDFs via a means to be agreed at the time. Any costs relating to this supply shall be negotiated at the time and shall be borne by Customer. If Customer has loaded the Hybrid Journals on its own network, it may continue to retain the Hybrid Journals that it has subscribed to.
- 7.2.2 Upon termination of the Agreement by Publisher under Clause 8.1 or 8.2, Publisher shall immediately remove Customer access to the Hybrid Journals, or, if applicable, Customer shall immediately remove the Hybrid Journals from its network and destroy them and shall confirm to Publisher in writing when it has done so.

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 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, 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, Publisher may:
- (i) If Customer accesses Publisher Content by External means, temporarily suspend Customer's access to Publisher Content to the Customer Site that is responsible for the breach and notify Customer in writing as soon as reasonably practical; or
 - (ii) If Customer accesses Publisher Content by Internal means, demand that Customer temporarily suspend access to Publisher Content, until further notice from Publisher, and Customer shall comply as soon as reasonably practical.

Customer shall have thirty (30) 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.
- (ii) If Customer accesses Publisher Content by Internal means, Publisher shall promptly notify Customer that access to Publisher Content may be reinstated.

If Customer does not satisfactorily remedy or halt the breaching activity within thirty (30) days, Publisher may terminate this Agreement with immediate effect upon written notice to Customer.

Publisher may terminate this Agreement if Customer has persistently and materially breached this Agreement, irrespective of whether such breaches were later remedied, which shall be deemed to occur if Customer materially breaches this Agreement three (3) or more times during any twelve (12) month period during which the Agreement is in force.

- 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 Upon termination of this Agreement by Publisher under Clause 8.1 or 8.2, Publisher shall not repay to Customer any Fees paid by Customer for Publisher Content under this Agreement.
- 8.8 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.
- 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 either party to the other for death or personal injury caused by its negligence or that of its employees, servants or agents.
- 9.5 Subject to Clauses 9.4 and 9.6, in the event that Customer makes a claim against Publisher for whatever reason, Publisher's liability (if any) shall not exceed the price paid or to be paid by the Customer for the Publisher Content. Under no circumstances shall Publisher be liable for any consequential, indirect or special losses howsoever arising or for any loss of profits, revenue, interest, goodwill, business and/or savings (whether direct or indirect).
- 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 in 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, and if Publisher Content is used by an Internal route, Customer shall delete all such material from its

implementation of Publisher Content and destroy it and shall confirm to Publisher in writing when it has done so.

- 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 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 Customer may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Publisher, 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 jnl_licences@rsc.org). 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.

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

- 17.1 Both parties shall keep the terms of this Agreement strictly confidential, with the exception of Schedule D (as required in Clause 5.3), and shall not disclose same except to the extent any disclosure is required by law, or court or administrative or regulatory body of competent jurisdiction.
- 17.2 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.

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). 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*. Please note that the access to the closed Databases Catalysts & Catalysed Reactions and Methods in Organic Synthesis from Schedule A, Section B are included with the usage statistics for Synthetic Reaction Updates.
- 19.3 OA Article Workflow and Services: The parties shall use reasonable efforts to develop streamlined author identification and verification workflows as well as efficient invoicing and reporting processes as specified in Schedule E.

20. Dispute Resolution

Any difference arising between the parties shall initially be submitted to a mediation procedure in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Should the mediation be unsuccessful, neither party is precluded from instigating legal proceedings under Clause 21.

21. Applicable Law

This Agreement will be governed by and constructed in accordance with the laws of Spain, without regard to conflict of law principles, and the parties irrevocably consent to the exclusive jurisdiction of the courts of Spain with respect to any actions or suit arising out of or pertaining to this Agreement.

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

For and on behalf of
CSIC

Signed:

Name: [REDACTED]

Title: [REDACTED]

Date:

For and on behalf of
The Royal Society of Chemistry

Signed:

Name:

Title:

Date:

SCHEDULE A

Publisher Content

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

| Journals | E-ISSN | Access years during Term | Post-cancellation access | Copyright Owner* |
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| Analyst | 1364-5528 | 2008-2020 | 2019-2020 | RSC |
| Analytical Methods¹ | 1759-9679 | 2009-2020 | 2019-2020 | RSC |
| Biomaterials Science¹ | 2047-4849 | 2013-2020 | 2019-2020 | RSC |
| Catalysis Science & Technology¹ | 2044-4761 | 2011-2020 | 2019-2020 | RSC |
| Chemical Communications | 1364-548X | 2008-2020 | 2019-2020 | RSC |
| Chemical Society Reviews | 1460-4744 | 2008-2020 | 2019-2020 | RSC |
| CrystEngComm | 1466-8033 | 2008-2020 | 2019-2020 | RSC |
| Dalton Transactions | 1477-9234 | 2008-2020 | 2019-2020 | RSC |
| Energy & Environmental Science | 1754-5706 | 2008-2020 | 2019-2020 | RSC |
| Environmental Science: Nano¹ | 2051-8161 | 2014-2020 | 2019-2020 | RSC |
| Environmental Science: Processes & Impacts including Journal of Environmental Monitoring (1464-0333) 2008-2012 | 2050-7895 | 2013-2020 | 2019-2020- | RSC |
| Environmental Science: Water Research & Technology¹ | 2053-1419 | 2015-2020 | 2019-2020 | RSC |
| Faraday Discussions | 1364-5498 | 2008-2020 | 2019-2020 | RSC |
| Food & Function¹ | 2042-650X | 2010-2020 | 2019-2020 | RSC |
| Green Chemistry | 1463-9270 | 2008-2020 | 2019-2020 | RSC |
| Inorganic Chemistry Frontiers¹ | 2052-1553 | 2014-2020 | 2019-2020 | PKU |
| Journal of Analytical Atomic Spectrometry | 1364-5544 | 2008-2020 | 2019-2020 | RSC |
| Journal of Materials Chemistry A | 2050-7496 | 2013-2020 | 2019-2020 | RSC |
| Journal of Materials Chemistry B | 2050-7518 | 2013-2020 | 2019-2020 | RSC |
| Journal of Materials Chemistry C Including Journal of Materials Chemistry (1364-5501) 2008-2012 | 2050-7534 | 2013-2020 | 2019-2020- | RSC |
| Lab on a Chip | 1473-0189 | 2008-2020 | 2019-2020 | RSC |
| Materials Chemistry Frontiers¹ | 2052-1537 | 2017-2020 | 2019-2020 | IC |
| Materials Horizons¹ | 2051-6355 | 2014-2020 | 2019-2020 | RSC |
| MedChemComm¹ | 2040-2511 | 2010-2020 | 2019-2020 | RSC |
| Metallomics¹ | 1756-591X | 2009-2020 | 2019-2020 | RSC |
| Molecular Omics Including Molecular BioSystems (1742-2051) 2008-2017 | 2515-4184 | 2018-2020 | 2019-2020 | RSC |
| Molecular Systems Design & Engineering¹ | 2058-9689 | 2016-2020 | 2019-2020 | ICHEM |
| Nanoscale¹ | 2040-3372 | 2009-2020 | 2019-2020 | RSC |
| Nanoscale Horizons¹ | 2055-6764 | 2016-2020 | 2019-2020 | RSC |
| Natural Product Reports | 1460-4752 | 2008-2020 | 2019-2020 | RSC |
| New Journal of Chemistry | 1369-9261 | 2008-2020 | 2019-2020 | CNRS |
| Organic & Biomolecular Chemistry | 1477-0539 | 2008-2020 | 2019-2020 | RSC |
| Organic Chemistry Frontiers¹ | 2052-4129 | 2014-2020 | 2019-2020 | SIOC |
| Photochemical & Photobiological Sciences | 1474-9092 | 2008-2020 | 2019-2020 | ESP/EPA |
| Physical Chemistry Chemical Physics | 1463-9084 | 2008-2020 | 2019-2020 | Owner Societies |
| Polymer Chemistry¹ | 1759-9962 | 2010-2020 | 2019-2020 | RSC |
| Reaction Chemistry & Engineering¹ | 2058-9883 | 2016-2020 | 2019-2020 | RSC |
| Soft Matter | 1744-6848 | 2008-2020 | 2019-2020 | RSC |
| Sustainable Energy & Fuels¹ | 2398-4902 | 2017-2020 | 2019-2020 | RSC |
| Toxicology Research¹ | 2045-4538 | 2012-2020 | 2019-2020 | RSC |

¹ Access is free for the first two (2) years/volumes.

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| * 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 |
| IC | Chinese Chemical Society, Institute of Chemistry of Chinese Academy of Sciences and Royal Society of Chemistry |
| IChemE | 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 Dernegi, |
| PKU | Chinese Chemical Society, Peking University and Royal Society of Chemistry |
| SIOC | Chinese Chemical Society, Shanghai Institute of Organic Chemistry and Royal Society of Chemistry |

SCHEDULE B

Customer Site(s) and Secure Authentication Protocol

Customer Site(s)

"Customer Site" means Customer's physical address plus all Customer's locations within that same city or within a five (5) mile [eight (8) km] radius of Customer's address.

Secure Authentication Protocol

External:

Secure Authentication by IP addresses

List IP addresses

Customer Site(s) and Secure Authentication Protocol

| AuthEng ID | Attribute Keys | Customer Site | IP Addresses |
|-------------------|-----------------------|--|---------------------|
| 6283 | ██████████ | Centro de Astrobiología | ██████████ |
| | | Centro de Astrobiología | ██████████ |
| | | Centro de Astrobiología | ██████████ |
| 115074 | ██████████ | Centro Andaluz de Biología del Desarrollo | ██████████ |
| 6194 | ██████████ | Centro Andaluz de Biología Molecular y Medicina Regenerativa | ██████████ |
| | | Centro Andaluz de Biología Molecular y Medicina Regenerativa | ██████████ |
| | | Centro Andaluz de Biología Molecular y Medicina Regenerativa | ██████████ |
| 115080 | ██████████ | Centro de Acústica Aplicada y Evaluación No Destructiva | ██████████ |
| 102305 | ██████████ | Centro de Automática y Robótica | ██████████ |
| | | Centro de Automática y Robótica | ██████████ |
| | | Centro de Automática y Robótica | ██████████ |
| 174245 | ██████████ | Unidad de Recursos de Información Científica para la Investigación (Sevilla) | ██████████ |
| 174246 | ██████████ | Unidad de Recursos de Información Científica para la Investigación (Barcelona) | ██████████ |
| 106898 | ██████████ | Unidad de Recursos de Información Científica para la Investigación (Madrid) | ██████████ |
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| 102421 | [REDACTED] | Instituto de Investigación en Ciencias de la Alimentación | [REDACTED] |
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| 102500 | [REDACTED] | Centro de Investigación en Nanomateriales y Nanotecnología | [REDACTED] |
| 174248 | [REDACTED] | Centro de Investigación en Nanociencia y Nanotecnología | [REDACTED] |
| 115111 | [REDACTED] | Centro Nacional de Aceleradores | [REDACTED] |
| 6332 | [REDACTED] | Centro Nacional de Biotecnología | [REDACTED] |
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| 6337 | [REDACTED] | Secretaría General Adjunta de Informática | [REDACTED] |
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| | | Secretaría General Adjunta de Informática | [REDACTED] |

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| | | Secretaría General Adjunta de Informática | ██████████ |
| 102502 | ██████████ | Delegación del CSIC en Valencia | ██████████ |
| 6689 | ██████████ | Estación Biológica de Doñana | ██████████ |
| | | Estación Biológica de Doñana | ██████████ |
| | | Estación Biológica de Doñana | ██████████ |
| | | Estación Biológica de Doñana | ██████████ |
| 6675 | ██████████ | Escuela de Estudios Árabes | ██████████ |
| 102503 | ██████████ | Delegación del CSIC en Aragón | ██████████ |
| 6686 | ██████████ | Estación Experimental "Aula Dei" | ██████████ |
| 6674 | ██████████ | Escuela de Estudios Hispanoamericanos | ██████████ |
| 6687 | ██████████ | Instituto de Hortofruticultura Subtropical La Mayora | ██████████ |
| 6691 | ██████████ | Estación Experimental del Zaidín | ██████████ |
| | | Estación Experimental del Zaidín | ██████████ |
| | | Estación Experimental del Zaidín | ██████████ |
| 6688 | ██████████ | Estación Experimental de Zonas Áridas | ██████████ |
| | | Estación Experimental de Zonas Áridas | ██████████ |
| 7295 | ██████████ | Instituto de Astrofísica de Andalucía | ██████████ |
| | | Instituto de Astrofísica de Andalucía | ██████████ |
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| | | Instituto de Astrofísica de Andalucía | ██████████ |
| | | Instituto de Astrofísica de Andalucía | ██████████ |
| 7288 | ██████████ | Instituto Andaluz de Ciencias de la Tierra | ██████████ |
| | | Instituto Andaluz de Ciencias de la Tierra | ██████████ |
| 7294 | ██████████ | Instituto de Análisis Económicos | ██████████ |
| 115146 | ██████████ | Instituto de Arqueología de Mérida | ██████████ |
| 7292 | ██████████ | Instituto de Agricultura Sostenible | ██████████ |
| 7287 | ██████████ | Instituto Agroquímica y Tecnología de Alimentos | ██████████ |
| | | Instituto Agroquímica y Tecnología de Alimentos | ██████████ |
| | | Instituto Agroquímica y Tecnología de Alimentos | ██████████ |
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| | | Instituto Agroquímica y Tecnología de Alimentos | ██████████ |
| 7284 | ██████████ | Instituto de Acuicultura Torre la Sal | ██████████ |
| 7290 | ██████████ | Instituto Botánico de Barcelona | ██████████ |
| | | Instituto Botánico de Barcelona | ██████████ |
| 115149 | ██████████ | Instituto de Biología Evolutiva | ██████████ |
| 7289 | ██████████ | Instituto de Biología y Genética Molecular | ██████████ |
| 102628 | ██████████ | Instituto de Biología Molecular de Barcelona | ██████████ |
| 115150 | ██████████ | Instituto de Biología Molecular y Celular del Cáncer | ██████████ |
| 102629 | ██████████ | Instituto de Biología Molecular y Celular de Plantas | ██████████ |
| | | Instituto de Biología Molecular y Celular de Plantas | ██████████ |
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| | | Instituto de Biología Molecular y Celular de Plantas | ██████████ |

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|------------|----------------|---|--------------|
| 115154 | ██████████ | Instituto de Biomedicina y Biotecnología de Cantabria | ██████████ |
| 7298 | ██████████ | Instituto de Biomedicina de Valencia | ██████████ |
| | | Instituto de Biomedicina de Valencia | ██████████ |
| | | Instituto de Biomedicina de Valencia | ██████████ |
| 7324 | ██████████ | Instituto Cajal | ██████████ |
| | | Instituto Cajal | ██████████ |
| 7300 | ██████████ | Instituto de Carboquímica | ██████████ |
| 7303 | ██████████ | Instituto de Ciencias de la Construcción Eduardo Torroja | ██████████ |
| | | Instituto de Ciencias de la Construcción Eduardo Torroja | ██████████ |
| | | Instituto de Ciencias de la Construcción Eduardo Torroja | ██████████ |
| 7304 | ██████████ | Instituto de Ciencias del Espacio | ██████████ |
| | | Instituto de Ciencias del Espacio | ██████████ |
| 6271 | ██████████ | Centre Mediterrani d' Investigacions Marines i Ambientals | ██████████ |
| | | Centre Mediterrani d' Investigacions Marines i Ambientals | ██████████ |
| | | Centre Mediterrani d' Investigacions Marines i Ambientals | ██████████ |
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| | | Centre Mediterrani d' Investigacions Marines i Ambientals | ██████████ |
| 102630 | ██████████ | Centro de Química y Materiales de Aragón | ██████████ |
| | | Centro de Química y Materiales de Aragón | |
| | | Centro de Química y Materiales de Aragón | |
| 7305 | ██████████ | Instituto de Ciencia de Materiales de Barcelona | ██████████ |
| | | Instituto de Ciencia de Materiales de Barcelona | ██████████ |
| | | Instituto de Ciencia de Materiales de Barcelona | ██████████ |
| 7306 | ██████████ | Instituto de Ciencias Marinas de Andalucía | ██████████ |
| | | Instituto de Ciencias Marinas de Andalucía | ██████████ |
| 1994 | ██████████ | Instituto de Ciencias de los Materiales de Madrid | ██████████ |
| | | Instituto de Ciencias de los Materiales de Madrid | ██████████ |
| | | Instituto de Ciencias de los Materiales de Madrid | ██████████ |
| | | Instituto de Ciencias de los Materiales de Madrid | ██████████ |
| 7301 | ██████████ | Instituto de Catálisis y Petroleoquímica | ██████████ |
| | | Instituto de Catálisis y Petroleoquímica | ██████████ |
| | | Instituto de Catálisis y Petroleoquímica | ██████████ |
| | | Instituto de Catálisis y Petroleoquímica | ██████████ |
| 1995 | ██████████ | Instituto de Ciencias de la Tierra Jaume Almera | ██████████ |
| | | Instituto de Ciencias de la Tierra Jaume Almera | ██████████ |
| | | Instituto de Ciencias de la Tierra Jaume Almera | ██████████ |
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| | | Instituto de Ciencias de la Tierra Jaume Almera | ██████████ |
| 7302 | ██████████ | Instituto de Cerámica y Vidrio | ██████████ |
| | | Instituto de Cerámica y Vidrio | ██████████ |
| 115151 | ██████████ | Instituto de Ciencias de la Vid y del Vino | ██████████ |
| 7293 | ██████████ | Instituto de Agrobiotecnología | ██████████ |
| 7285 | ██████████ | Instituto de Estudios Gallegos "P. Sarmiento" | ██████████ |

| AuthEng ID | Attribute Keys | Customer Site | IP Addresses |
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| | | Instituto de Estudios Gallegos "P. Sarmiento" | ██████████ |
| 174252 | ██████████ | Instituto de Ciencias del Patrimonio | ██████████ |
| 7310 | ██████████ | Instituto de Estudios Sociales Andalucía | ██████████ |
| 102653 | ██████████ | Instituto de Ciencia y Tecnología de Alimentos y Nutrición | ██████████ |
| | | Instituto de Ciencia y Tecnología de Alimentos y Nutrición | ██████████ |
| 115154 | ██████████ | Instituto de Física de Cantabria | ██████████ |
| 102654 | ██████████ | Instituto de Física Corpuscular | ██████████ |
| | | Instituto de Física Corpuscular | ██████████ |
| 1996 | ██████████ | Instituto de la Grasa | ██████████ |
| | | Instituto de la Grasa | ██████████ |
| | | Instituto de la Grasa | ██████████ |
| 115155 | ██████████ | Instituto de Geociencias | ██████████ |
| 7312 | ██████████ | Instituto de Ganadería de Montaña | ██████████ |
| | | Instituto de Ganadería de Montaña | ██████████ |
| 6291 | ██████████ | Instituto Histórico Hoffmeyer | ██████████ |
| 7319 | ██████████ | Instituto de Investigaciones Agrobiológicas de Galicia | ██████████ |
| 7315 | ██████████ | Instituto de Investigaciones Biomédicas "Alberto Sols" | ██████████ |
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| 7297 | ██████████ | Instituto de Investigaciones Biomédicas de Barcelona | ██████████ |
| 7316 | ██████████ | Instituto de Investigación en Inteligencia Artificial | ██████████ |
| 7317 | ██████████ | Instituto de Investigaciones Marinas | ██████████ |
| 6188 | ██ | Centro de Física "Miguel A. Catalán" | ██████████ |
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| 7323 | ██████████ | Instituto de Biología Funcional y Genómica | ██████████ |
| 6412 | ██ | Instituto de Microelectrónica de Barcelona | ██████████ |
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| | | Instituto de Microelectrónica de Barcelona | ██████████ |
| 7344 | ██████████ | Instituto Mediterráneo de Estudios Avanzados | ██████████ |
| 7143 | ██████████ | Institución Milá i Fontanals | ██████████ |
| 6413 | ██ | Instituto de Micro y Nanotecnología de Madrid | ██████████ |
| 6336 | ██ | Centro Nacional de Microelectrónica. Instituto de Microelectrónica de Sevilla | ██████████ |
| | | Centro Nacional de Microelectrónica. Instituto de Microelectrónica de Sevilla | ██████████ |
| | | Centro Nacional de Microelectrónica. Instituto de Microelectrónica de Sevilla | ██ |
| 7325 | ██████████ | Instituto de Neurociencias de Alicante | ██████████ |
| 7353 | ██████████ | Instituto Nacional del Carbón | ██ |
| | | Instituto Nacional del Carbón | ██████████ |

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| 115200 | ██████████ | Laboratorio de Investigación en Fluidodinámica y Tecnología de la Combustión | ██████████ |
| 8029 | ██████████ | Misión Biológica de Galicia | ██████████ |
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| 8137 | ██████████ | Museo Nacional de Ciencias Naturales | ██████████ |
| | | Museo Nacional de Ciencias Naturales | ██████████ |
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| | | Museo Nacional de Ciencias Naturales | ██████████ |
| 115201 | ██████████ | Observatorio del Ebro | ██████████ |
| 8461 | ██████████ | Vicepresidencia Adjunta de Transferencia del Conocimiento | ██████████ |
| | | Vicepresidencia Adjunta de Transferencia del Conocimiento | ██████████ |
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| 9201 | [REDACTED] | Servicio Publicaciones | [REDACTED] |
| 8670 | [REDACTED] | Real Jardín Botánico | [REDACTED] |
| | | Real Jardín Botánico | [REDACTED] |
| 9200 | [REDACTED] | Unidad de Biofísica | [REDACTED] |
| | | Unidad de Biofísica | [REDACTED] |

SCHEDULE C

Payment

The Fees for 2019 and 2020 are as follows:

| | 2019 | 2020 |
|--------------------------------------|---------------------|---------------------|
| Publishing Fee | £81,600.00* | £96,000.00* |
| Reading Fee | £27,541.00* | £27,541.00* |
| Number of OA Articles | 60 | 60 |
| Total Fee per year | £109,141.00* | £123,541.00* |
| Total Fee payable¹ | £116,341.00* | £116,341.00* |

¹ Fee calculation: $(109,141.00 + 123,541.00) / 2 = 116,341.00$

The Publishing Fee allows for the Corresponding Authors to publish all their articles as OA articles for free in all Hybrid Journals in 2019 and 2020.

The Publishing Fee for 2019 is calculated by multiplying 85% of the number of articles written by Corresponding Authors which in 2017 were accepted for publication in the subscription Journals by a 15% discount on authors' processing charges (APCs). The number of accepted articles for the Customer was 60.

The Publishing Fee for 2020 is calculated by multiplying 100% of the number of articles written by Corresponding Authors which in 2017 were accepted for publication in the subscription Journals by a 0% discount on authors' processing charges (APCs). The number of accepted articles for the Customer was 60.

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* All Fees are in GBP (£), exclusive of all taxes.

SCHEDULE D

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SCHEDULE E

OA Article Workflows and Services

These OA Article workflow and services (“Services”) are conceived as a pilot in order to develop an article-based open access business model.

1. Eligible Authors

- 1.1 Authors (“Eligible Authors”) who want to publish OA Articles must be affiliated with one of the Customer Sites and agree to Publisher’s open access publishing conditions.
- 1.2 Eligible Authors must be the primary corresponding author as designated upon article submission, and their Customer Site must be stated as their affiliation in the author submission workflow.
- 1.3 Eligible Authors can be identified by the Publisher through **e-mail domain** defined for each institution.,

In future, Publisher may use the following parameters to identify Eligible Authors:
 - persistent identifier, such as Ringgold, ORCID or other recognised institutional identifier as provided by the Eligible Author and published in the article metadata; and/or
 - affiliation as stated in the author submission workflow; and/or
 - IP ranges specified by the Customer.
- 1.4 Eligible Authors can object to their article being made an OA Article (so-called opt out) and publish subscription based instead. Publisher will inform the Institution in each case accordingly and in a timely manner.

2. Obligations of Publisher and Customer

- 2.1 Publisher shall publish articles from Eligible Authors as OA Articles under a Creative Commons Attribution licence without delay upon first publication. Publisher will make every effort to support the Eligible Author to comply with the agreement and to sign the necessary licence.
- 2.2 Publisher shall be responsible for the identification of Eligible Authors. If authors have not provided data to identify their eligibility at submission, they are not guaranteed to be identified as eligible to publish open access under this Agreement.
- 2.3 If Publisher needs to verify eligibility of an Author, Customer will verify the eligibility of an article as quickly as possible to ensure the timely production and publication of the article. If Customer requires more than three (3) business days to approve or reject the eligibility of the article, they will inform Publisher about the delay in the process.
- 2.4 If Publisher doesn’t identify an Eligible Author, but Customer does, RSC will publish the article as open access under this Agreement (after the author signs a Creative Commons Attribution licence)

3. Reporting

- 3.1 Publisher will not directly charge Eligible Authors.
- 3.2 Publisher will only count OA Articles from Eligible Authors that have been accepted for publication (article acceptance). Publisher will document how many eligible articles have been accepted for publication and will communicate this to Customer on a monthly basis. The report shall include the following details:
 - Name and email address of the Author who is affiliated to Customer (must be the corresponding author)
 - Author’s affiliation
 - Date of acceptance
 - Journal Title
 - Article title

- Article type
- DOI and/ or link to the published article

3.3 Publisher shall also provide an annual report of the total number of articles published in conformity with this Agreement.

3.4 Publisher will deliver article metadata including license information to CrossRef.

4. Editorial independence

4.1 Both parties recognise that Customer will not be involved in the editorial processes despite its financial obligations towards Publisher.

4.2 Publisher is not obligated to publish an article submitted by an Eligible Author on the basis of this agreement.

4.3 Customer recognises that the selection of content that is to be published on Publisher's platform is entirely at Publisher's discretion. Customer relinquishes all possible due claims towards Publisher resulting from Publisher's rejection to publish content, either entirely or partially, submitted by an Eligible Author.

5. Termination of Services

5.1 Customer must give Publisher notice by 30th September of the current calendar that it wishes to discontinue receiving these Services.