

ELECTRONIC ACCESS LICENCE AGREEMENT

This Agreement is made the 30th day of December 2022 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 **Lyrrasis** a 501(c)(3) membership organisation located at 3390 Peachtree Road, N.E., Suite 400, Atlanta, GA 30326, USA (“Customer”), acting on behalf of its Member Institutions as listed in Schedule B. Rights and responsibilities referenced in this Agreement regarding the “Customer” apply individually to each of the Member Institutions covered under this Agreement, regardless of whether “Member Institution” is specified.

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 emeritus faculty and temporary or exchange faculty members for the duration of their assignment);
 - (ii) post-graduate and undergraduate students, including alumni;
 - (iii) current staff members;
 - (iv) contract personnel directly involved in educational and research activities of Customer;
 - (v) other valid ID-holders of Customer; and
 - (vi) 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. 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 primarily 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; and
 - (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;
- “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, recognizing that each Member Institution and all its campuses, branches, and locations shall be considered a single Customer Site for the purposes of this Agreement;
- “Databases” means the publications specified in Section B 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;
"Hybrid Journals"	means the publications specified in Section A of Schedule A;
"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;
"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.
"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, proxy servers, or other industry-standard methods, 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 regardless of format; 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 (vi) of the definition of Authorised Users;
"Yearly Lease Fee"	means the yearly fee specified in Schedule C to lease the Journal Archive;

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:
1. Neither Customer nor Authorised Users may make available or distribute any part of Publisher Content on any other network.
 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 Users 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, education, scholarship, or private study only, and not for Commercial Use. Authorised Users may print, copy, download, save, and display Publisher Content and may share insubstantial amounts of Publisher Content with third-party colleagues for personal, scholarly, educational, scientific, or professional use, but in no case for re-sale. Authorised Users may use figures, tables, and excerpts from the Publisher Content in their own published works with appropriate attribution in accordance with Section 12.11 regarding fair use and fair dealing.
- 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 reasonable 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 within a reasonable time 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";

should appear on such material in a position and typeface as to be clearly visible, and Customer shall use reasonable efforts to post such acknowledgments as appropriate.

- 2.5 Publisher licenses Customer, Member Institutions, and Authorised Users 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 licenses Customer and Member Institutions to fulfill interlibrary supply requests from Customer Site to other libraries. Publisher licenses Customer to supply for each interlibrary supply request to a library, 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.
- 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. Publisher shall provide to Member Institutions, on request, one copy of selected Journal articles from the Publisher Content purchased under this Agreement in format(s) suitable for exercising these rights.
- 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, Customer must obtain prior written permission from Publisher.
- 2.9 Publisher shall use all reasonable endeavors to cooperate with requests from Member Institutions or Authorised Users to support text and/or data mining activities using the Publisher Content for the purposes of academic research, scholarship, teaching, and learning.
- 2.10 Notwithstanding any terms or conditions to the contrary in any author agreement between authors and the Publisher, authors who are also Authorised Users ("Authors") whose Work is accepted for publication within the Publisher Content shall retain the non-exclusive, irrevocable,

royalty-free right to use their Work for scholarly and educational purposes, including self-archiving or depositing the Publisher Content in institutional, subject-based, national or other open repositories or archives (including the author's own web pages or departmental servers), and comply with all grant or institutional requirements associated with the Work. 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.

- 2.10.1. A Work shall refer to any version (including the published version) of any work by an author affiliated with Customer that is published in the Publisher Content.
- 2.10.2. Scholarly and educational purposes encompass teaching, research, and institutional needs, including but not limited to the right to (a) use, reproduce, distribute, perform, and display the Publisher Content in connection with teaching, conference presentations, and lectures; (b) make full use of the Publisher Content in future research and publications; (c) republish, update or revise the Publisher Content in whole or in part for later publication; (d) meet requirements and conditions of research grants or publishing subventions provided by government agencies or non-profit foundations, and; (e) grant to the Author's employing institution some or all of the foregoing rights, as well as permission to use the Publisher Content in connection with administrative activities such as accreditation, mandated reports to state or federal governments, and similar purposes.
- 2.10.3. In all cases, the Author and/or the Author's employing institution will be expected to provide proper citation to the published version.

For avoidance of doubt Authors must seek permission to reproduce any part of the Publisher Content in a third-party publication, save under Clause 2.12 below.

- 2.11 Nothing in this Agreement shall be interpreted to diminish the rights and privileges of Customer, Member Institutions, or Authorised 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.
- 2.12 In the event that any material included in Publisher Content is in the public domain or has been issued under a Creative Commons or other open licence, Publisher shall not place access, use or other restrictions on that content beyond those found in the open licence, where applicable.

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 120 days prior to the end of the current Term. If it is not possible to agree the Fees within ninety (90) days of notification, the Agreement shall terminate automatically at the end of the then current Term.
- 3.3. Payment of valid and undisputed invoices is due within sixty (60) days of receipt by Customer. No interest or additional fees shall be charged in the event of delayed payment.

4. Term of Agreement

The Term of this Agreement is 1st January 2023 to 31st December 2023. This Agreement may be extended at the expiry date and each anniversary thereof for a further period of at least 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 copyrighted 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 reasonable precautions to prevent theft or inadvertent illicit use of the intellectual property in Publisher Content that are reasonably equivalent to the precautions 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 make reasonable efforts to abide by Publisher's Terms and Conditions as set out in the Agreement. Member Institutions shall make reasonable efforts to make Authorised Users 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. In the event that the Publisher requires Authorised Users to agree to terms relating to the use of Publisher Content before permitting Authorised Users to gain access to the Publisher Content (commonly referred to as "click-through" licences), or otherwise attempts to impose terms on Authorised Users through mere use or viewing of the Publisher Content, Publisher shall provide Customer with notice of and an opportunity to comment on such terms prior to their implementation. In the event of any conflict between the terms of this Agreement and the Publisher's Terms and Conditions as hereafter modified, the terms of this Agreement shall control and govern.

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, Shibboleth, or other industry-standard means. Customer shall provide IP range(s) that allow access only by Authorised Users. Customer shall only offer a proxy, or firewall, IP that will allow Authorised Users access to Publisher Content.
- 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 put on a public 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 shall restore External access to Publisher Content as soon as reasonably practicable and Publisher shall have no liability to Customer for such interruption to access unless total downtime, scheduled or unplanned, exceeds an average of 4% per month, in which case Publisher shall provide a pro rata credit or refund to the Customer.
- 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 payment of all applicable Fees in accordance with Clause 3.3 above.

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.
- 7.2 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 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, if the Publisher Content is no longer available via the Publisher's server, 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 Publisher. If Customer has loaded the Journals on its own network, it may continue to retain the 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 Journals, or, if applicable, Customer shall immediately remove the Journals from its network and destroy them and shall confirm to Publisher in writing when it has done so. In no event shall Customer be required to seek out or destroy Publisher Content not under Customer's direct control. Following any expiry or termination, personal copies of Publisher Content may be retained by Authorised Users and used subject to the terms of this Agreement.

7.2.3 Publisher shall use reasonable efforts to archive Publisher Content with a trusted third party such as CLOCKSS or Portico. Should the Publisher cease providing External access to the Publisher Content for Customers, the third party shall be responsible for promptly providing ongoing access to the Publisher Content in a manner substantially equivalent to the access formerly provided through the Publisher's platform.

7.3 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. Customer shall not be required to seek out or destroy Content not under its direct control.

7.4 Journal Archive – Lease Fee Arrangement

Upon expiry of this Agreement or termination for whatsoever reason, Publisher shall immediately remove Customer access to the Journal Archive.

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 or operational loss, 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 and Member Institution as soon as reasonably practical in writing, acknowledging that such suspensions shall be of the shortest duration possible sufficient to terminate and block the suspected unauthorised activity; 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 reasonable 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.

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. In no event shall Customer be required to seek out or destroy Publisher Content not under its direct control. Authorised copies of Publisher Content may be retained by Authorised Users and used subject to the terms of this Agreement.
- 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.
- 8.9 Any Member Institution may terminate its participation in any multiyear agreement with the Publisher without penalty or further financial obligation if sufficient content acquisition funds are not allocated to enable it, in its discretion, to continue participation. Member Institution should notify Customer and Publisher of its intent to terminate participation at least sixty (60) days prior to the start of the next one (1) year term of such multiyear agreement.

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 for such obligations as pertain to the Customer, and Customer shall furthermore obtain consent from participating Member Institutions to enter into and perform the duties and responsibilities of this Agreement as such obligations pertain to Member Institutions.
- 9.3 Publisher shall use reasonable endeavours to ensure that Publisher Content is accurate, error-free and uncorrupted, but neither party accepts any 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 the other party 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 either party makes a claim against the other party for whatever reason, neither party's liability (if any) shall exceed the price paid or to be paid by the Customer for the Publisher Content. Under no circumstances shall either party 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 (1) in explicit contravention of this Agreement and (2) 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. In no event shall Customer be required to seek out or destroy Publisher Content not under its direct control. Authorised copies of Publisher Content may be retained by Member Institutions or Authorised Users and used subject to the terms of this Agreement. If the withdrawn materials exceed ten (10) percent of Publisher Content available under this Agreement or materially reduce the value of the Publisher Content to Customer, Publisher shall give a prorata credit or refund to Customer, which may terminate this Agreement per Clause 8.1 above.
- 9.8 Rights and responsibilities referenced in this Agreement regarding the "Customer" shall apply individually to each of the Member Institutions covered under this Agreement; however, each Member Institution is responsible only for fulfillment of its individual responsibilities under this Agreement. Publisher acknowledges and agrees that no Member Institution shall be liable for any breach or default of another Member Institution. Publisher acknowledges and agrees that Customer shall have no liability for any conduct, action, or inaction by any Member Institution or any person or entity affiliated with the foregoing or using the Publisher Content through any Member Institution, including without limitation any faculty, staff, student, or walk-in user at any Customer Site. The Customer shall obtain confirmation from each Member Institution agreeing to abide by the terms of this Agreement. Nothing in this Agreement shall make the Customer or any Member Institution liable for breach of the terms of this Agreement by any Authorised User provided that Customer and Member Institution 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 and agreed to by 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, in accordance with the latest version of the Transfer Code of Practice, developed by the National Information Standards Organization.

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

- 16.1 Neither party shall be deemed to be in breach of this agreement by reason of any delay in performing, or any failure to perform, any of its respective obligations in relation to this agreement, if the delay or failure was due to any cause beyond its reasonable control including, but not limited to, acts of God, explosions, epidemic or pandemic, nuclear contamination, floods, fire or accident, war or threat of war, sabotage, civil disturbance, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, import or export regulations or embargoes or industrial actions or trade disputes (whether involving employees of either party or of a third party), power, telecommunications or Internet failures or damages to or destruction of any network facilities ("Force Majeure").
- 16.2 If either party to this Agreement is prevented or delayed in the performance of any of its obligations under this Agreement by Force Majeure and if such party gives written notice thereof to the other party specifying the matters constituting Force Majeure together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue, then the party in question shall be excused the performance or the punctual performance as the case may be as from the date of such notice for so long as such cause of prevention or delay shall continue.

17. Confidentiality

- 17.1 The parties agree that the terms of this Agreement are not confidential or proprietary.
- 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 of 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. Should the Publisher be legally compelled to disclose access information or any personally identifiable information, the Publisher shall give Customer and Member Institutions prior written notice as soon as possible. Publisher shall follow industry best practices for information security and notify Customer, Member Institutions, and Authorised Users as soon as possible in the event of a data breach or exposure.

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.
- 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*.
- 19.3 **Google Scholar.** Publisher works with Google to enhance searching and retrieval of its content via Google Scholar. Customer acknowledges that to facilitate this service Publisher will provide Google with details of Customer's Publisher Content and IP addresses via a protected page accessible only by Google. No usage or personal information will be included in the

transmission. Customer may opt out of this service via Publisher's Librarians' Portal by either logging into their account at <https://pubs.rsc.org/en/librarian/> or registering for an account at <https://pubs.rsc.org/en/librarian/registration>.

- 19.4 Customer Service. Publisher shall provide prompt, courteous, responsive customer service to Customer and Member Institutions and shall use best efforts to resolve technical issues within two (2) UK business days of written notice by Customer or a Member Institution. If the emailed notice includes the words "Urgent" and "Lyrasis" in the subject line, Publisher shall respond with the highest priority and expedite resolution of the issue and communication with the notice-giver.
- 19.5 Renewals. Publisher shall supply renewal pricing to Customer for each Member Institution at least 120 days prior to the start of the next subscription term. Quotes shall be made with adequate detail and include the list and discounted prices per Member Institution.
- 19.6 Signature. Publisher agrees that Member Institutions may accept and agree to abide the terms of this Agreement via written acknowledgment to Customer. Publisher shall not require individual Member Institutions to sign separate licence agreements with the Publisher.
- 19.7 Branding. For clarity that Publisher Content and services are made available to Authorised Users by Member Institutions, Publisher shall provide Member Institutions with the option to brand the Publisher's platform with the name of the Member Institution.
- 19.8 Promotional Materials. Publisher shall obtain prior written permission from Member Institutions to use their names or marks in any promotional materials such as product brochures, customer lists, or social media posts showcasing institutional use of vendor services.
- 19.9 Accessibility. Publisher shall use its best endeavours to comply with the Americans with Disabilities Act (ADA) by supporting assistive software or devices such as large print interfaces, text-to-speech output, voice-activated input, refreshable braille displays, and alternate keyboard or pointer interfaces, in a manner consistent with the latest version of the Web Accessibility Initiative's Web Content Accessibility Guidelines (WCAG). Publisher shall provide a current, completed Voluntary Product Accessibility Template (VPAT) upon request.
- 19.10 Linking. Publisher shall support outgoing OpenURLs and provide DOI links to individual Journal articles in the Publisher Content.
- 19.11 KBART. Publisher shall report itemised holdings lists for Member Institutions in a manner compliant with the Knowledge Bases And Related Tools (KBART) Recommended Practice. Such lists shall be shared promptly with appropriate link resolver services at the start of the Term. Publisher shall use all reasonable efforts to comply with the latest version of the recommendations.
- 19.12 Platform Migrations. Publisher shall use all reasonable efforts to comply with the latest version of the National Information Standards Organization RP-38-2021 (Content Platform Migrations Recommended Practice) available at doi.org/10.3789/niso-rp-38-2021.
- 19.13 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 D.

20. Dispute Resolution

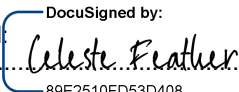
Publisher and Customer will attempt to settle claims or controversies arising from this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation.

21. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the United States irrespective of the place of its physical execution, and the parties hereto hereby submit to the exclusive jurisdiction of the courts of the state, province, or territory in which the Customer, or Member Institution if applicable, is based, in respect of any contractual and non-contractual disputes arising out of or in connection with this Agreement.

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

For and on behalf of
Lyrisis

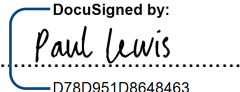
Signed: 
89E2510FD53D408...

Name: Celeste Feather

Title: Senior Director, Content & Scholarly
Communication Initiatives

Date: 12/12/2022 | 2:20 PM GMT
.....

For and on behalf of
The Royal Society of Chemistry

Signed: 
D78D951D8648463...

Name: Paul Lewis

Title: Chief Operating Officer

Date: 12/12/2022 | 9:22 AM GMT
.....

FIRST ADDENDUM TO ELECTRONIC ACCESS LICENCE AGREEMENT

WHEREAS, the parties, **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”) of one part and **Lyrisis** a 501(c)(3) membership organisation located at 3390 Peachtree Road, N.E., Suite 400, Atlanta, GA 30326, USA (“Customer”) of the other part have previously entered into an agreement originally dated 30th December 2022 (the “Agreement”), and wish to amend the Agreement as set forth in this addendum (“First Addendum”).

Customer is acting on behalf of its Member Institutions as listed in Schedule B. Rights and responsibilities referenced in this Agreement regarding the “Customer” apply individually to each of the Member Institutions covered under this Agreement, regardless of whether “Member Institution” is specified.

This First Addendum is made with reference to the following facts and circumstances:

- A. The parties desire and agree to amend the Agreement as stated in this First Addendum.

Customer and Publisher agree as follows:

- 1. The parties agree to amend the Agreement by extending the Term of the Agreement to “31st December 2024”.
- 2. The parties agree to amend the Agreement by replacing Schedule A in its entirety with the Schedule A, attached hereto.
- 3. The parties agree to amend the Agreement by replacing Schedule B in its entirety with the Schedule B, attached hereto.
- 4. The parties agree to amend the Agreement by replacing Schedule C in its entirety with the Schedule C, attached hereto.
- 5. The parties agree to amend the Agreement by replacing Schedule D in its entirety with the Schedule D, attached hereto.
- 6. For the avoidance of doubt, all other provisions of the Agreement shall remain in full force and effect. If there is any conflict between the provisions of this Addendum and the provisions of the Agreement, the provisions of this Addendum shall control.

IN WITNESS WHEREOF, the parties have executed this Addendum by their respective, duly authorised representatives as of the date first written below.

For and on behalf of

Lyrisis

DocuSigned by:
Signed: Celeste Feather.....
89E2510FD53D408...

Name: Celeste Feather

Title: Senior Director, Content & Scholarly Communication Initiatives

Date: 11/1/2024 | 2:26 PM GMT.....

For and on behalf of

The Royal Society of Chemistry

DocuSigned by:
Signed: Paul Lewis.....
D78D951D8648463...

Name: Paul Lewis

Title: Chief Operating Officer

Date: 4/1/2024 | 8:54 AM GMT.....

SCHEDULE A

Publisher Content

Section A

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

Journals	E-ISSN	Hybrid Journals	Access years during Term	Post-cancellation access	Copyright Owner*
Analyst	1364-5528	√	2008-2024	2023-2024	RSC
Analytical Methods¹	1759-9679	√	2009-2024	2023-2024	RSC
Annual Reports on the Progress of Chemistry,	A 1460-4760	-	2008-2013	-	RSC
	B 1460-4779	-	2008-2013	-	RSC
	C 1460-4787	-	2008-2013	-	RSC
Biomaterials Science¹	2047-4849	√	2013-2024	2023-2024	RSC
Catalysis Science & Technology¹	2044-4761	√	2011-2024	2023-2024	RSC
Chemical Communications	1364-548X	√	2008-2024	2023-2024	RSC
Chemical Science^{1,2}	2041-6539	-	2010-2014	-	RSC
Chemical Society Reviews	1460-4744	√	2008-2024	2023-2024	RSC
CrystEngComm	1466-8033	√	2008-2024	2023-2024	RSC
Dalton Transactions	1477-9234	√	2008-2024	2023-2024	RSC
Energy & Environmental Science¹	1754-5706	√	2008-2024	2023-2024	RSC
Environmental Science: Nano¹	2051-8161	√	2014-2024	2023-2024	RSC
Environmental Science: Processes & Impacts including Journal of Environmental Monitoring (1464-0333) 2008-2012	2050-7895	√	2013-2024	2023-2024	RSC
Environmental Science: Water Research & Technology¹	2053-1419	√	2015-2024	2023-2024	RSC
Faraday Discussions	1364-5498	√	2008-2024	2023-2024	RSC
Food & Function¹	2042-650X	√	2010-2024	2023-2024	RSC
Green Chemistry	1463-9270	√	2008-2024	2023-2024	RSC
Inorganic Chemistry Frontiers¹	2052-1553	√	2014-2024	2023-2024	PKU
Journal of Analytical Atomic Spectrometry	1364-5544	√	2008-2024	2023-2024	RSC
Journal of Materials Chemistry A	2050-7496	√	2013-2024	2023-2024	RSC
Journal of Materials Chemistry B	2050-7518	√	2013-2024	2023-2024	RSC
Journal of Materials Chemistry C	2050-7534	√	2013-2024	2023-2024	RSC
Including Journal of Materials Chemistry (1364-5501) 2008-2012				-	
Lab on a Chip	1473-0189	√	2008-2024	2023-2024	RSC
Materials Chemistry Frontiers¹	2052-1537	√	2017-2024	2023-2024	IC
Materials Horizons¹	2051-6355	√	2014-2024	2023-2024	RSC
Molecular Omics including Molecular BioSystems (1742-2051) 2008-2017	2515-4184	√	2018-2024	2023-2024	RSC
Molecular Systems Design & Engineering¹	2058-9689	√	2016-2024	2023-2024	ICHEM
Nanoscale¹	2040-3372	√	2009-2024	2023-2024	RSC
Nanoscale Horizons¹	2055-6764	√	2016-2024	2023-2024	RSC
Natural Product Reports	1460-4752	√	2008-2024	2023-2024	RSC
New Journal of Chemistry	1369-9261	√	2008-2024	2023-2024	CNRS
Organic & Biomolecular Chemistry	1477-0539	√	2008-2024	2023-2024	RSC
Organic Chemistry Frontiers¹	2052-4129	√	2014-2024	2023-2024	SIOC
Physical Chemistry Chemical Physics	1463-9084	√	2008-2024	2023-2024	Owner Societies
Polymer Chemistry¹	1759-9962	√	2010-2024	2023-2024	RSC
Reaction Chemistry & Engineering¹	2058-9883	√	2016-2024	2023-2024	RSC
RSC Advances^{1,3}	2046-2069	-	2011-2016	-	RSC
RSC Medicinal Chemistry including MedChemComm ¹ (2040-2511) 2010-2019	2632-8682	√	2020-2024	2023-2024	RSC
Soft Matter	1744-6848	√	2008-2024	2023-2024	RSC
Sustainable Energy & Fuels¹	2398-4902	√	2017-2024	2023-2024	RSC

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

² From January 2015 *Chemical Science* is a Gold Open Access journal.

³ From January 2017 *RSC Advances* is a Gold Open Access journal.

Customer has also got access to the following Gold OA Journals:

Journals	E-ISSN	Access	APC Charged	Copyright Owner
Chemical Science	2041-6539	2015-2025	No	RSC
Digital Discovery	2635-098X	2021-2025	From mid-2024	RSC
EES Catalysis	2753-801X	2022-2025	From mid-2025	RSC
Energy Advances	2753-1457	2022-2025	From mid-2024	RSC
Environmental Science: Advances	2754-7000	2021-2025	From mid-2024	RSC
Environmental Science: Atmospheres	2634-3606	2021-2025	Yes	RSC
Industrial Chemistry & Materials	2755-2608	2023-2025	Currently waived	IPE
Materials Advances	2633-5409	2020-2025	Yes	RSC
Nanoscale Advances	2156-0230	2018-2025	Yes	RSC
RSC Advances	2046-2069	2017-2025	Yes	RSC
RSC Applied Interfaces	2755-3701	2023-2025	From mid-2025	RSC
RSC Applied Polymers	2755-371X	2023-2025	From mid-2025	RSC
RSC Chemical Biology	2633-0679	2020-2025	Yes	RSC
RSC Mechanochemistry	2976-8683	2024-2025	From mid-2026	RSC
RSC Pharmaceuticals	2976-8713	2023-2025	From mid-2026	RSC
RSC Sustainability	2753-8125	2022-2025	From mid-2025	RSC
Sensors & Diagnostics	2635-0998	2021-2025	From mid-2024	RSC
Sustainable Food Technology	2753-8095	2022-2025	From mid-2025	RSC

Future updates can be found at <https://rsc.li/apcsandfunding>.

Section B

Not applicable.

Section C

The electronic version of the following:

Journal Archive	E-ISSN	Years	Access
Journal Archive – Lease Fee Arrangement	Not applicable	1841-2007	External

Journal Archive Content

Journal	Date	Copyright Owner*
Analyst (Analyst, Cambridge, UK)	1876-2007	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.)	1979-2007	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.)	1967-2007	RSC
Annual Reports on the Progress of Chemistry, Section C (Annu. Rep. Prog. Chem., Sect. C: Phys. Chem.)	1979-2007	RSC
Chemical Communications (Cambridge) [Chem. Commun. (Cambridge)]	1996-2007	RSC
Chemical Communications (London) [Chem. Commun. (London)]	1965-1968	RSC
Chemical Society Reviews (Chem. Soc. Rev.)	1972-2007	RSC
Contemporary Organic Synthesis (Contemp. Org. Synth.)	1994-1997	RSC
CrystEngComm (CrystEngComm)	1999-2007	RSC
Dalton Transactions (Dalton Trans.)	2003-2007	RSC
Discussions of the Faraday Society (Discuss. Faraday Soc.)	1947-1971	RSC
Faraday Discussions (Faraday Discuss.)	1991-2007	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

Journal	Date	Copyright Owner*
Geochemical Transactions (Geochem. Trans.)	2000-2003	ACS GD
Green Chemistry (Green Chem.)	1999-2007	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.)	1986-2007	RSC
Journal of Environmental Monitoring (J. Environ. Monit.)	1999-2007	RSC
Journal of Materials Chemistry (J. Mater. Chem.)	1991-2007	RSC
Journal of the Chemical Society (J. Chem. Soc.)	1862-1877	RSC
Journal of the Chemical Society (resumed) (J. Chem. Soc.)	1926-1965	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.)	1896	RSC
Lab on a Chip (Lab on a Chip)	2001-2007	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
Molecular Biosystems	2005-2007	RSC
Natural Product Reports (Nat. Prod. Rep.)	1984-2007	RSC
New Journal of Chemistry (New J. Chem.)	1998-2007	CNRS
Organic & Biomolecular Chemistry (Org. Biomol. Chem.)	2003-2007	RSC
Pesticide Outlook (Pest. Outlook)	2000-2003	RSC
Photochemical & Photobiological Sciences (Photochem. Photobiol. Chem.)	2002-2007	ESP/EPA
PhysChemComm (PhysChemComm)	1998-2003	RSC
Physical Chemistry Chemical Physics (Phys. Chem. Chem. Phys.)	1999-2007	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 Irel.)	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
Soft Matter	2005-2007	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 versions of the following Database:

Database	E-ISSN	Access	Copyright Owner*
The Merck Index ¹ <i>Online</i>	2052-6628	External	RSC

* RSC	The Royal Society of Chemistry
ACS GD	American Chemical Society, Division of Geochemistry
CNRS	Centre National de la Recherche Scientifique
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
IPE	Institute of Process Engineering of Chinese Academy of Sciences 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 Derneği,
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

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.

SCHEDULE B

Member Institutions and Secure Authentication Protocol

Member Institutions

Schedule A Sections A, B & C

The Member Institutions for Schedule A Sections A, B & C are given in the table below together with years to which they have access:

Participating Institution	2024
Boston College	✓
Boston University	✓
Bryn Mawr College	✓
CUNY Graduate Center	✓
Duke University	✓
Georgia Institute of Technology	✓
Kean University	✓
Manhattan College	✓
Northeastern University	✓
Rensselaer Polytechnic Institute	✓
Rochester Institute of Technology	✓
Rockefeller University	✓
Rowan University	✓
Saint Lawrence University	✓
Trustees of Dartmouth College	✓
University of Maine	✓
University of Maryland	✓
University of Massachusetts Dartmouth	✓
University of Notre Dame	✓
University of Rhode Island	✓
Wesleyan University	✓
Worcester Polytechnic Institute	✓

Schedule A Section D

The Member Institutions for Schedule A Sections D are given in the table below together with the Term of their access:

Member Institution	Term
Georgia Institute of Technology	Outright purchase / perpetual access
Rochester Institute of Technology	1 st January 2024-31 st Dec 2024
SUNY Hudson Valley Community College	1 st July 2024-30 th June 2025

The Member Institutions can be amended from time to time. Member Institutions not listed in Schedule B are permitted to join this Agreement at any time with the consent of the parties.

Pages 7–10 of Schedule B have been redacted from this document. These pages contain Internet Protocol (IP) addresses, email domains, and other data for each participating institution.

SCHEDULE C

Payment

RSC Gold including Archive

The Fees payable for RSC Gold including Archive for the confirmed Participating Member Institutions specified in Schedule B are as follows:

- 2024 = \$ [REDACTED] - 22 institutions

Details of each of the institution's payment via the Customer and the Fees for 2024 are given below.

Institution Name	2024 (\$)*
Boston College	[REDACTED]
Boston University	[REDACTED]
Bryn Mawr College	[REDACTED]
CUNY Graduate Center	[REDACTED]
Duke University	[REDACTED]
Georgia Institute of Technology	[REDACTED]
Kean University	[REDACTED]
Manhattan College	[REDACTED]
Northeastern University	[REDACTED]
Rensselaer Polytechnic Institute	[REDACTED]
Rochester Institute of Technology	[REDACTED]
Rockefeller University	[REDACTED]
Rowan University	[REDACTED]
Saint Lawrence University	[REDACTED]
Trustees of Dartmouth College	[REDACTED]
University of Maine	[REDACTED]
University of Maryland	[REDACTED]
University of Massachusetts Dartmouth	[REDACTED]
University of Notre Dame	[REDACTED]
University of Rhode Island	[REDACTED]
Wesleyan University	[REDACTED]
Worcester Polytechnic Institute	[REDACTED]

The Fee allows for the Corresponding Authors to publish the specified number of articles as OA articles for free in all Hybrid and Gold OA Journals, including *RSC Advances*, in 2024. The Publisher aims to make all fully RSC-owned journals Open Access by 2028, and the Publisher is committed to partnering with libraries and consortia to achieve this vision.

Publisher shall accept no liability if Corresponding Authors do not take up the offer of making their articles OA Articles.

After the expiration of this 2024 deal, future increases in Fees for 2025-2028 are guaranteed not to exceed 3.5%.

The Merck Index Online

The Participating Institutions for Schedule A Sections D are given in the table below together with the Term of their access:

Participating Institution	Term	Fee (\$)*
Georgia Institute of Technology	Outright purchase / perpetual access	██████████
Rochester Institute of Technology	1 st January 2024 – 31 st December 2024	██████████
SUNY Hudson Valley Community College	1 st July 2024 - 30 th June 2025	██████████

The Participating Institutions can be amended from time to time.

Maintenance Fees

If in future any Participating Institutions purchase eBooks from Publisher, the eBook maintenance fee shall be waived as long as Participating Institution subscribes to any other Publisher Content in the particular calendar year.

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

SCHEDULE D

OA Article Workflows and Services

These OA Article workflow and services (“Services”) are the article-based open access business model used by Publisher.

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 in the article submission system, and their Customer Site must be stated as their affiliation in both the article and the submission system 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.
- 1.5 Publisher will not directly charge Eligible Authors. There are no opt-out fees in the event that Eligible Authors opt to publish their articles as non-OA Articles. The Publisher does not charge any article submission fees or page charges.

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, Participating Institution will verify the eligibility of an article as quickly as reasonably practical to ensure the timely production and publication of the article. If Participating Institution 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.

3. Reporting

- 3.1 Publisher will document how many eligible articles have been accepted for publication and will communicate this to Customer and Participating Institutions on a monthly basis. Publisher will only count OA Articles from Eligible Authors that have been accepted for publication (article acceptance). The report shall include the following details:

- Name of the Author who is affiliated to Participating Institution (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

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

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

3.4 For avoidance of doubt the number of OA Articles in these reports shall be as the data recorded in the Publisher's internal systems.

4. Editorial independence

4.1 Both parties recognise that Customer and Participating Institution 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 Participating Institution must give Publisher notice by December 1 of the current calendar year that it wishes to discontinue receiving these Services.