JOURNALS SUB-LICENCE AGREEMENT FOR

ACS WEB EDITIONS

JISC SERVICES LIMITED (OPERATING AS JISC COLLECTIONS) (Company Number 2881024), a company limited by guarantee incorporated in England and Wales whose registered office is at 4 Portwall Lane, Bristol BS1 6NB (“Jisc Collections”).

OFFERS to you, (the “Institution”), permission to access the Licensed Material and use such material only on the terms and conditions as set out in this Sub-Licence.

Acceptance of this Sub-Licence will be by receipt of the Order Confirmation Email (as defined below) by Jisc Collections as part of Licence Subscriptions Manager (as defined below). Acceptance shall be acceptance of all terms and conditions of this Sub-Licence and no variation or counter offer will be accepted by Jisc Collections. In the event that no or partial compliance is made as to the manner or form described for acceptance, no sub-licence will be granted and this offer is deemed withdrawn.

BACKGROUND

A. ACS Web Editions is a collection of research journals published by ACS Publications, a division of the Publisher (“ACS Web Editions”) and all intellectual property rights in ACS Web Editions are owned by or duly licensed to the Publisher (as defined below);

B. The Publisher has agreed with Jisc Collections under a Master Licence to make ACS Web Editions available to Eligible Bodies and their users in accordance with the Offer and to permit Jisc Collections to sublicense Eligible Bodies to use ACS Web Editions on the terms of the Sub-Licence (all as defined below);

C. Jisc Collections has developed an online ordering service, the ‘Licence Subscriptions Manager’, by which nominated persons can place, order, and manage subscriptions online on behalf of their institution, which will be used in connection with the Master Licence and Sub-Licence;

D. This sub-licence offers the rights to access and use the Licensed Material, subject to the terms and conditions of the Sub-Licence, along with rights to have ACS publish qualifying articles (in accordance with the R&P Addendum attached hereto and incorporated by reference) under immediate open access conditions in which access and use of such articles shall be controlled by the Creative Commons CC-BY terms and conditions;

E. The Sub-Licence includes, for the benefit of the Institution, commitments on the part of the Publisher relating to use of and access to the relevant parts of ACS Web Editions specified in the Order (as defined below), and the Master Licence provides, subject to certain conditions in the Master Licence, for the Institution to enforce those commitments given by the Publisher.
IT IS AGREED AS FOLLOWS

1  DEFINITIONS

1.1   In this Sub-Licence, the following terms shall have the following meanings:

“Access Services” means services set out in Clause 5.1.

“Access Support Hours” means 8.00am to 6.00pm in the United Kingdom, on a Working Day.

“Authentication Information” means passwords, user names and any other information necessary to access Licensed Material by means of the Secure Authentication.

“Authorised User” means an individual who is authorised by the Institution to have access to its information services (whether on-site or off-site) via Secure Authentication and who is:

- a current student registered with the Institution (including undergraduates and postgraduates);
- an individual contractor of the Institution; or
- a member of staff of the Institution (whether permanent or temporary, including any teacher who teaches students registered with the Institution); or
- without prejudice to Clause 4.2, a Walk-In User

“Calendar Year” means each year running from 1 January to 31 December.

“Commercial Use” means use for marketing purposes or the purpose of earning monetary reward or generating profit (whether by or for the Institution or an Authorised User) by means of the sale, resale, loan, transfer, licence, hire or other form of exploitation of the Licensed Material, but, for the avoidance of doubt, excluding:

- use for which the Institution is entitled only to be reimbursed its costs (which may include overhead costs); and
- use of the Licensed Material in the course of research funded by a commercial or for-profit organisation.

“Confirmation Notice” means, in relation to a notice sent through the Jisc Ordering Platform, the email generated by the platform confirming receipt of the notice and sent to each of the Publisher and the Institution.
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>“Continuing Access Rights”</td>
<td>means the access and sub-licence rights set out in Clause 2.1.2 (in respect of Continuing Licensed Material).</td>
</tr>
<tr>
<td>“Continuing Licensed Content”</td>
<td>means the Licensed Content in respect of which the Institution shall have Continuing Access Rights, as identified as such in Clause 9.</td>
</tr>
<tr>
<td>“Continuing Licensed Material”</td>
<td>means the Continuing Licensed Content and all Metadata relating to Continuing Licensed Content.</td>
</tr>
<tr>
<td>“Continuing Use Period”</td>
<td>means the indefinite period immediately following the expiry of the relevant Subscription Period (including following the Term of this Sub-Licence) during which the Institution and Authorised Users are permitted to access and use the Continuing Licensed Material.</td>
</tr>
<tr>
<td>“Data Protection Laws”</td>
<td>means the Data Protection Act 1998, the General Data Protection Regulation 2018, the Data Protection Act 2018 and any other law applicable to the UK relating to the protection of personal data and the privacy of individuals, including where applicable guidance and codes of practice issued by the Information Commissioner.</td>
</tr>
<tr>
<td>“Educational Purposes”</td>
<td>means education, teaching, tuition, training, instruction, learning, private study and/or academic research, including distance learning and teaching.</td>
</tr>
<tr>
<td>“Eligible Body”</td>
<td>means further and higher education institutions, academic affiliates and research councils in the UK as listed at <a href="https://subscriptionsmanager.jisc.ac.uk/about/jisc-banding">https://subscriptionsmanager.jisc.ac.uk/about/jisc-banding</a> from time to time. Commercial entities are excluded.</td>
</tr>
<tr>
<td>“Jisc Ordering Platform”</td>
<td>means the platform providing the Licence Subscriptions Manager.</td>
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<tr>
<td>“Licence Subscriptions Manager”</td>
<td>means the online subscription ordering service developed by Jisc Collections (Licence Subscriptions Manager can be found at <a href="https://subscriptionsmanager.jisc.ac.uk/">https://subscriptionsmanager.jisc.ac.uk/</a>) or any such service as may replace the Licence Subscriptions Manager.</td>
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<td>Term</td>
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<tr>
<td>Licensed Content</td>
<td>means those articles or other parts of a Licensed Title which form part of the content licensed in accordance with the Order (including all content published during the Subscription Period or other period specified in the Order to which access and use rights are granted under this Sub-Licence, and including all Previously Subscribed Material).</td>
</tr>
<tr>
<td>Licensed Material</td>
<td>means the Licensed Content (e.g. published articles) forming part of the content of the Licensed Titles and all Metadata relating to Licensed Titles and Licensed Content.</td>
</tr>
<tr>
<td>Licensed Title</td>
<td>means a title, being one of the Offered Titles, (whether individual, forming part of a standard collection or forming part of a custom collection) which the Institution has selected for use under this Sub-Licence (whether individually or as part of a collection) and for which the Institution has placed an Order which has been accepted as confirmed by an Order Confirmation.</td>
</tr>
<tr>
<td>Metadata</td>
<td>means textual and other data associated with the Licensed Titles and/or Licensed Content that describes the creation, content, and context of each part of the Licensed Titles or Licensed Content, such as the name of the Publisher, the name of the copyright owner, subject matter, the date of publication, the location of the digital file, and in relation to Licensed Content, additionally the name of the contributing author (or authors) and other authors.</td>
</tr>
<tr>
<td>Mount</td>
<td>means to copy to or install on a computer, computer network or system.</td>
</tr>
<tr>
<td>Offered Titles</td>
<td>means the titles in electronic form (whether individual, forming part of a standard collection or forming part of a custom collection), as described in the Offer which can be ordered on the Jisc Ordering Platform for access and use under this Sub-Licence, and are set out or referred to in Sub-Licence Schedule 2.</td>
</tr>
<tr>
<td>Order</td>
<td>means an order placed by the Institution in relation to Licensed Titles by means of completing the Subscription Order and Acceptance Form and submitting the same on the Jisc Ordering Platform.</td>
</tr>
<tr>
<td>Order Confirmation</td>
<td>means the generation of the Order Confirmation Email to each of the Institution, Jisc Collections and Publisher.</td>
</tr>
</tbody>
</table>
“Order Confirmation Email” means, in the case of Orders placed on the Jisc Ordering Platform, the emails to each of the Institution Jisc Collections and the Publisher automatically generated by the Jisc Ordering Platform after the Institution has placed an Order, confirming that the Institution has placed the relevant order, the start and end date of the Subscription Period and that the Institution has agreed to the terms and conditions of this Sub-Licence.

“Permitted Use” means use in accordance with Clause 3 subject to the restrictions in Clause 4.

“Personal Data” means personal data as defined in the Data Protection Laws.

“Previously Subscribed Material” means the journal titles subscribed to by the Institution under any previous or predecessor licence (including any sub-licence) for ACS Web Editions in particular the Previously Subscribed Material listed in the Quote.

“Prohibited Act” means, directly or indirectly (a) to offer, promise or give any person working for or engaged by any party to the Sub-Licence a financial or other advantage to: (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Sub-Licence; (c) committing any offence: (i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); (ii) under legislation or common law concerning fraudulent acts; (iii) defrauding, attempting to defraud or conspiring to defraud; (d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK.

“Publisher” means American Chemical Society.

“Publisher Commitments” has the meaning given in Clause 2.3.

“Publisher Platform” means the computing platform operated by or on behalf of the Publisher, including a cloud or virtual platform, on which the Licensed Material is hosted and can be accessed, and referred to in Sub-Licence Schedule 44.
“Quote” means the fee quotation specified in the Order Confirmation for access to and use of the Licensed Material.

“Secure Authentication” means access by UK Access Management Federation compliant technology, Internet Protocol (“IP”) ranges or by username and password provided by the Institution or by other authentication means reasonably agreed between the Publisher and the Institution.

“Secure Network” means a network or virtual network which or the relevant functionality of which is only accessible to Authorised Users by Secure Authentication.

“Service Levels” means the additional service levels, if any, to which the Access Services are to be provided, as set out in Sub-Licence Schedule 44.

“Service Level Requirements” means the requirements relating to the Service Levels, if any, as set out in Sub-Licence Schedule 44.

“Start Date” means the start date as specified in the Order.

“Sub-Licence Fee” means the fee payable as set out in this Sub-Licence and in the Quote (if any), which comprises a fee:

   for access to and use during the Subscription Period of Licensed Material; and

   the right to publish as Open Access eligible articles in the eligible ACS journals, subject to the R&P Addendum.

“Subscription Order and Acceptance Form” means the form used for Orders placed on the Licence Subscriptions Manager. A sample copy of the form is attached hereto in Sub-Licence Annex 2 to this Sub-Licence and may be modified as necessary. Once the completed form has been submitted by the Institution, the Jisc Ordering Platform automatically generates the Order Confirmation Emails.

“Subscription Period” means the period from the Start Date until the expiry date stated in an Order.

“Subscription Year” means the period from the Start Date until the expiry of the first Calendar Year, and each subsequent Calendar Year thereafter during the Subscription Period.

“Term” means the term of this Sub-Licence in accordance with Clause 12.
“Transaction Management Charge” means the fee payable to Jisc Collections in connection with arranging and managing this sub-licence as set out in Sub-Licence Schedule 1.

“Walk-In Users” means individuals, who are not otherwise Authorised Users, who are allowed by the Institution to access its information services from computer terminals or by other means (including wirelessly), from within the physical premises of the Institution.

“Working Day” means a day other than a Saturday, Sunday or public holiday in England when banks in London are not open for business.

1.2 Clause, Schedule and Annex headings shall not affect the interpretation of this Sub-Licence.

1.3 The Schedules and Annexes form part of this Sub-Licence and shall have effect as if set out in full in the body of this Sub-Licence. Any reference to this Sub-Licence includes the Sub-Licence Schedules and Sub-Licence Annexes.

1.4 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.

1.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.6 A reference to writing or written includes email and any written submission made on the Jisc Ordering Platform.

1.7 Any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words term preceding those terms.

1.8 References to web addresses in this Sub-Licence refer to the current web address, and any updated or replacement content/address.

2 SUB-LICENCE GRANT AND JISC COLLECTIONS’ RESPONSIBILITIES

2.1 Jisc Collections hereby grants to the Institution:

2.1.1 a non-exclusive, non-transferable right and licence for the Subscription Period:

(i) to access and make Permitted Use of the Licensed Material; and
(ii) to permit Authorised Users to access and make Permitted Use of the
Licensed Material; and

2.1.2 in respect of Continuing Licensed Material (if any), a perpetual, irrevocable, non-
exclusive rights and licence:

(i) to access and make Permitted Use of the Continuing Licensed Material; and

(ii) to permit Authorised Users to access and make Permitted Use of the
Continuing Licensed Material.

2.2 Except as expressly provided in this Sub-Licence, such access shall be on the Publisher
Platform through Secure Authentication.

2.3 Jisc Collections has agreed with the Publisher in the Master Licence that the Publisher will meet
the Publisher’s responsibilities and commitments set out in this Sub-Licence (the “Publisher
Commitments”), including the requirements set out in Clauses 5 to 7, 9, Error! Reference
source not found., 15 and Error! Reference source not found. and, subject to being
informed in accordance with Clause 8.4, Jisc Collections will take all such reasonable steps as
it considers appropriate to procure that the Publisher meet the Publisher Commitments and
remedy any failure by the Publisher to meet the Publisher Commitments.

3 PERMITTED USES

3.1 The Institution shall be entitled, for Educational Purposes only:

3.1.1 to Mount and use Metadata in bespoke or commercially available library
information systems to manage library operations, including combining such
Metadata with metadata from other sources and/or relating to other materials, and
downloading, printing, communicating, displaying, supplying for use by others, and
providing public access to the same;

3.1.2 to communicate, perform, display, download and print parts of, or extracts from,
Licensed Content, but in accordance with applicable copyright and fair use laws;

3.1.3 to provide Authorised Users with access to the Licensed Content for Educational
Purposes via a Secure Network solely for the purposes set out in Clause 3.2. For
clarity, retrieval of Licensed Content will be from the Publisher’s Platform;

3.1.4 to display, download and print the whole of, or parts of, or extracts from, Licensed
Content solely for the purpose of promoting or testing, and training in the use of
the Licensed Material;
3.1.5 to convert or adapt Licensed Material into Braille or other formats or forms suitable for providing access to, and use by, Authorised Users with impaired mental and/or physical abilities and to provide access to such converted or adapted form for the purposes of this Clause 3;

3.1.6 to supply to another library in the United Kingdom (whether by post, fax or, provided the electronic file is deleted immediately after printing, secure electronic transmission), a single copy of the whole of, or parts of or extracts from, Licensed Content, and to download such Licensed Content for such purpose;

3.1.7 to provide single printed or electronic copies of individual articles or other parts of Licensed Content to individual Authorised Users, at their request, for Educational Purposes;

3.1.8 to make and distribute copies of training, teaching or course material reproducing parts of Licensed Content, as may be required by the Institution for the purpose of using the Licensed Material in accordance with Clause 3.2; and

3.1.9 to provide access to and permit use, in accordance with this Sub-Licence of, any archived copies of the Licensed Material made in accordance with Sub-Licence Schedule 3 (1(c)) and/or 3 (1(d)), if and for so long as the Publisher so fails to provide such access; and if no such archived copies are maintained, to make and supply to a reasonably agreed recognised secure repository a copy of the Licensed Material in electronic form, for the sole purpose of the repository retaining the same for use by the Institution and its Authorised Users (without prejudice to any other purpose for which the repository may be permitted by the Publisher to retain the same).

3.2 The Institution shall be entitled to permit Authorised Users, for Educational Purposes only:

3.2.1 to access the Licensed Material by Secure Authentication in order to search, retrieve, display and view the Licensed Material;

3.2.2 to copy and paste, download, print and save electronic or print copies of parts of or extracts from Licensed Material, for individual use or for use in tutorials or study groups;

3.2.3 to copy and paste, download, print, save, convert or adapt copies or parts of or extracts from Licensed Material for the purposes of criticism, review, caricature, parody or pastiche. Authorised Users must specify the source, listing title and author of the extract, title and author of the work, copyright notice, and each
publisher of the Licensed Material used in such ways unless this would not be possible for reasons of practicality or otherwise;

3.2.4 to mark-up or comment (electronically or otherwise) parts of Licensed Material (including by tagging, highlighting paragraphs and sentences, bookmarking, inserting hyperlinks, exporting references, and writing personal commentary, and saving the same);

3.2.5 to convert or adapt Licensed Material into formats or forms suitable for providing access to, and use by, Authorised Users with impaired mental and/or physical abilities and to make copies of such converted or adapted Licensed Material for use in accordance with this Clause 3.2;

3.2.6 to incorporate parts of or extracts from the Licensed Content in printed or electronic form in assignments, portfolios, theses, dissertations and other submissions (“Academic Works”), and to make reproductions of the Academic Works for personal use, library deposit and/or to provide to sponsors of the Academic Works. Authorised Users must specify the source, listing title and author of the extract, title and author of the work, copyright notice, and each publisher of the Licensed Content used in the Academic Works. Illustrations or other graphic excerpts from Licensed Content, Licensed Material, or Licensed Titles may not be reproduced without inclusion of a persistent URL link to the appropriate material within Licensed Content, Licensed Material, or Licensed Titles;

3.2.7 to incorporate parts of or extracts from the Licensed Material in electronic or printed course packs or management systems to be used in the course of instruction and/or virtual learning and/or research environments hosted on a Secure Network. Authorised Users must specify the title and copyright owner of the Licensed Material used in the course packs;

3.2.8 to display publicly, communicate to the public or perform in public parts of the Licensed Material as part of a presentation at a seminar, conference, or workshop, or other similar event. Authorised Users must specify the source, listing title and author of the extract, title and author of the work, copyright notice, and each publisher of the Licensed Material used in such ways. Such presentation materials may be stored in perpetuity in a Secure Network operated by the Institution, access to and use of which is limited to Authorised Users;

3.2.9 to save and/or deposit in perpetuity parts of the Licensed Material in electronic repositories on a Secure Network operated by the Institution, access to and use of which is limited to Authorised Users. For clarity, the downloading and storing cannot be for purposes of an Institution-wide or consortium-wide aggregation of
information of or from the Licensed Material such that a proper licence with Publisher by the Institution can be circumvented;

3.2.10 to use the whole or any parts of the Licensed Material for the purposes of performing computational analysis (including text and data mining) for the purpose of research and other Educational Purposes and in accordance with the terms and conditions of the ACS Text & Data-Mining Addendum, attached hereto (Sub-Licence Schedule 5). Authorised Users wanting to perform computational analysis (including text and data mining) with Licensed Material must contact the Publisher to arrange for technical delivery of the desired content so as to reduce the risk of compromising Publisher’s technical systems. Authorised Users may contact Publisher via email at ACS_Pubs_Assist@acs.org;

3.2.11 to download Licensed Material in whole or in part for the Authorised User’s personal Educational Purposes onto personal computing devices including tablets, e-book readers and laptops, and stand-alone computers, without any limit in number of personal computing devices. The Publisher and Jisc Collections makes no warranty as to the suitability of any Licensed Material for use on such devices; and

3.2.12 to provide access to, communicate to, and share material resulting from any use under this Clause 3.2 with other Authorised Users for their use in accordance with this Sub-Licence.

3.3 The provisions of this Sub-Licence are without limitation to the rights of the Institution or Authorised Users to do any act permitted under the Copyright, Design and Patents Act 1988, including Chapter III (Acts Permitted in relation to Copyright Works) or permitted under any CC-BY or other open access licence applicable to the Licensed Material or otherwise which, apart from the rights granted under this Sub-Licence, would not infringe the intellectual property rights in the Licensed Material and, notwithstanding any provision of this Sub-Licence, the Institution and Authorised Users shall remain entitled to do any such acts.

3.4 Unless expressly set out in this Clause 3, or in relation to specific Licensed Content or specific Permitted Uses in the Offer, there shall be no limit on the number of Authorised Users to which this Sub-Licence (including Clause 3.1 and Clause 3.2) applies.

4** RESTRICITONS**

4.1 Except where this Sub-Licence provides otherwise, the Institution shall not, and shall not permit an Authorised User to:

4.1.1 sell, resell, or sub-license the Licensed Material, in whole or in part, unless the Publisher has given permission in writing to do so;
4.1.2 remove, obscure or alter copyright notices, acknowledgements or other means of identification, or disclaimers, other than Metadata;

4.1.3 alter or adapt the Licensed Material (other than Metadata), including any alteration of the words of Licensed Content or their order, except to the extent necessary to make it perceptible on a computer screen;

4.1.4 display or distribute any part of the Licensed Material (other than Metadata) on any electronic network, including the internet, other than on a Secure Network. Again, for clarity, such display or distribution cannot be for purposes of an Institution-wide or consortium-wide aggregation of information of or from the Licensed Material such that a proper licence with the Publisher by the Institution can be circumvented or undermined;

4.1.5 make any Commercial Use of the Licensed Material (in whole or in part);

4.1.6 use the Licensed Materials (in whole or in part) other than for Educational Purposes;

4.1.7 provide access to and/or permit use of the Licensed Content by anyone, or transmit any part of the Licensed Material (other than Metadata) by any means to anyone, other than an Authorised User;

4.1.8 implement or authorise use of any computerised or automated tool or application to search, index, test, or otherwise obtain information from Licensed Materials (including without limitation any “spidering” or web crawler application) that has a detrimental impact on the use of the services under this Sub-Licence; or

4.1.9 use whole or parts of Licensed Content, Licensed Material, or Licensed Titles to create derivative products or to build an enterprise-wide database of articles or information.

4.2 The Institution shall not provide access to Walk-In Users to the Licensed Content at a location other than the Institution’s premises (but, for the avoidance of doubt, may provide access on such premises by wireless means).

4.3 The restrictions in this Clause 4 are subject to Clause 3.3 (Acts permitted by legislation or other rights in relation to copyright works).

5 RESPONSIBILITIES OF THE PUBLISHER

5.1 The Publisher shall:

5.1.1 during the Subscription Period make the Licensed Material; and
5.1.2 during the Continuing Use Period, subject to Clauses 9.1 and 9.2 make the Continuing Licensed Material available through the Publisher Platform to the Institution and Authorised Users for access, download and Permitted Use, subject to Clause 4 (Restrictions).

5.2 During the Subscription Period and, subject to Clause 9, during the Continuing Use Period, the Publisher shall at all times:

5.2.1 allocate and use sufficient resources (including servers and communications and network equipment) to provide the Access Services in accordance with the terms of this Sub-Licence; and

5.2.2 subject to routine maintenance (which the Publisher shall use reasonable endeavours to conduct outside Access Support Hours and which the Publisher shall in any event conduct in such a manner to minimise disruption of the Access Services), provide the Access Services on a continuous and uninterrupted basis and shall, on any interruption or suspension of the Access Services occurring, restore the Access Services as soon as reasonably practicable.

5.3 At all times during the Subscription Period, the Publisher shall ensure that the Access Services meet the Service Levels, and that they comply with the Service Level Requirements.

5.4 During the Subscription Period, the Publisher, in respect of the Licensed Material made available under Clause 5.1:

5.4.1 shall not, without the agreement of the Institution, such agreement not to be unreasonably withheld, implement any digital rights management technologies or access management technologies which have a material adverse impact on the performance or usability of the Licensed Material in accordance with this Sub-Licence or on the exercise by the Institution of its rights under this Sub-Licence, for example by repeatedly requiring an Authorised User to provide active confirmation in relation to their use of or access to the Licensed Material, which impair the usability of DOIs or other links, or which require the downloading of software onto any platform used for accessing or using the Licensed Material;

5.4.2 shall provide support to Authorised Users by e-mail or by a telephone help desk, and assist Authorised Users with general enquiries in connection with the Licensed Material, including relating to access, use, functionality and content of the Licensed Material, during the Access Support Hours, and shall use reasonable endeavours to answer any such query within 24 hours of such query being made;
5.4.3 shall provide to the Institution any available Publisher electronic product
documentation relating to the Licensed Material which is reasonably sufficient to
enable Authorised Users to access and make use of the Licensed Material, which
the Institution shall be entitled to copy and distribute, provided such documents are
copied in full and such copies include an acknowledgement of the Publisher as the
licensor of the Licensed Material;

5.5 During the Continuing Use Period, the Publisher in respect of the Continuing Licensed Material
made available under Clause 5.1.2 shall not implement any digital rights management
technologies that will materially interfere with the performance or usability of the Continuing
Licensed Material.

Withdrawal of publications

5.6 The Publisher reserves the right at any time to withdraw from the Licensed Material any
Licensed Material (including any Licensed Title or Licensed Content or part of Licensed
Content) ("Withdrawn Material"): 

5.6.1 which the Publisher is no longer entitled to publish; or

5.6.2 which the Publisher has reasonable grounds to believe infringes copyright or is
unlawful.

5.7 The Publisher shall promptly give written notice of such withdrawal to the Institution.

5.8 Subject to Clause 5.7, if the Publisher withdraws Licensed Material or Licensed Content then
the Publisher shall, at the Institution’s option:

5.8.1 if the Withdrawn Material represents more than five percent (5%) of the Licensed
Material, reimburse such part of the Sub-Licence Fee attributable to the Withdrawn
Material in respect of the period up to the date of withdrawal as is reasonable in
the circumstances having regard to the use made of that material compared with
other Licensed Material the subject of this Sub-Licence; and reduce the Sub-
Licence Fee attributable to the period following the date of such withdrawal by such
amount as is reasonably attributable to the Withdrawn Material in respect of such
remaining period; or

5.8.2 provide a substitute for the Withdrawn Material acceptable to the Institution.

5.9 If, in the Institution’s reasonable opinion, the withdrawal of the Withdrawn Material results in all
Licensed Material which is the subject of this Sub-Licence, or any collection of Licensed
Materials which are licensed as a collection under this Sub-Licence, or any Licensed Title no
longer being useful to the Institution or the Authorised Users, the Institution may, by notice to
Jisc Collections, terminate this Sub-Licence to all the Licensed Material, or its application to
such collection, or Licensed Title as the case may be, with immediate effect. In such case the Publisher shall, within sixty (60) days after the date of such notice, reimburse to the Institution such part of the Sub-Licence Fee as is reasonably attributable to the Licensed Material for such period following such withdrawal, or in the case of a collection or Licensed Title, reasonably attributable to the collection or Licensed Title for such period following such withdrawal.

6 RESPONSIBILITIES OF THE PUBLISHER: AUTHORISED USERS

6.1 The Publisher shall not require Authorised Users to enter into an end user licence agreement or other terms and conditions of use in connection with their access to or use of the Licensed Material under this Sub-Licence or otherwise impose any restrictions on an Authorised User’s use of the Licensed Material other than provided in this Sub-Licence. No such end user licence agreement or terms or conditions or restrictions sought to be imposed shall be of any effect; provided that, where the licence the Publisher has, in relation to specific Licensed Content, more restricted rights than Permitted Use, it shall make that clear in the Offer and in the Metadata for the Licensed Title or Licensed Content and notify the Authorised User on access to the Licensed Content.

6.2 The Publisher shall not, and shall not seek to, collect Personal Data in relation to any Authorised User other than as is reasonably and properly required for the administration of this Sub-Licence, and shall fully comply with its obligations under the applicable Data Protection Laws in relation to the collection, use and retention, and any other processing of any such Personal Data.

7 RESPONSIBILITIES OF THE PUBLISHER: INFORMATION AND LIBRARY MANAGEMENT STANDARDS

7.1 During the Subscription Period, the Publisher shall implement the standards and other provisions of Sub-Licence Schedule 33.

8 RESPONSIBILITIES OF INSTITUTION

8.1 The Institution shall:

8.1.1 provide passwords and other confidential Authentication Information only to Authorised Users and take reasonable steps to prevent Authorised Users from providing such Authentication Information to anyone else;

8.1.2 provide to Jisc Collections lists of valid IP addresses for the purpose of managing access to the Licensed Material and update those lists regularly as agreed by the parties from time to time;
8.1.3 use reasonable efforts to ensure that only Authorised Users are permitted access to the Licensed Material;

8.1.4 inform the Authorised Users about the conditions of use of the Licensed Material provided for in this Sub-Licence and to the extent that such terms apply to them, use reasonable efforts to ensure that all Authorised Users are made aware of and undertake to abide by the terms of this Sub-Licence; and

8.1.5 configure the computer system through which the Licensed Material used by the Institution and Authorised Users, and put in place procedures, in accordance with reasonably appropriate accepted standards, for the purpose of preventing access to the Licensed Material by any person other than an Authorised User.

8.2 The Institution shall use reasonable efforts to monitor compliance with the terms of this Sub-Licence by itself and Authorised Users and shall promptly notify the Publisher and Jisc Collections, providing full particulars (to the extent that it is not prohibited by law or contractual obligation from doing so), on becoming aware of any of the following:

8.2.1 any unauthorised access to or use of the Licensed Material or unauthorised use of Authentication Information; or

8.2.2 any act by an Authorised User which gives rise to a breach of this Sub-Licence.

8.3 As soon as the Institution is aware of any breach of the terms of this Sub-Licence by itself, the Institution shall:

8.3.1 take reasonable steps to fully investigate such breach for the purpose of ensuring that the relevant activity ceases and preventing any recurrence; and

8.3.2 if the Institution considers this appropriate, take steps against the individual concerned in accordance with the Institution’s disciplinary procedure.

8.4 As soon as the Institution is aware of any failure by the Publisher to meet the Publisher Commitments which the Institution considers Jisc Collections should raise with the Publisher, it will promptly give notice of such failure to Jisc Collections, setting out details of the failure and its impact on the Institution and Authorised Users, and provide such further information and details as Jisc Collections may request in connection with such failure.

9 CONTINUING LICENSED MATERIAL

9.1 Subject to a platform maintenance fee or a continuing subscription, the Institution shall have Continuing Access Rights in respect of:
9.1.1 all Licensed Content published in any Licensed Title during the Subscription Period;

9.1.2 all other Licensed Content published in any Licensed Title to which archival or continuing access rights apply as identified in the Order; and

9.1.3 all Previously Subscribed Material.

9.2 Notwithstanding anything to the contrary in this Clause 9, the ACS products *Chemical & Engineering News*, Reagent Chemicals, leases of Back-file or Archive products, leases of eBooks Symposium Series, and content acquired via ACS Articles on Command, ACS Metered Access, and ACS Lab Packs are not subject to Continuing Access Rights. Notwithstanding anything to the contrary herein, Sub-Licences that terminate through cause or default by Institution or Authorised Users have no Continuing Access Rights.

9.3 No later than the end of the Subscription Period or other termination or expiry of this Sub-Licence, the Publisher shall make the Continuing Licensed Material (including Continuing Licensed Content) available for access and Permitted Use by the Institution and its Authorised Users:

9.3.1 by means of the Publisher Platform; or

9.3.2 on a third party archive platform, such as Portico, should Publisher become unable to provide access.

9.4 At the start of the Continuing Use Period the Publisher shall provide the Institution with a list confirming all Continuing Licensed Content and all Continuing Licensed Material.

10 OPEN ACCESS PUBLISHING

10.1 In consideration for the Publisher agreeing to Open Access publication of qualifying articles of the Institution, as set out in the R&P Addendum, the Institution agrees to pay the Sub-Licence Fee.

10.2 The Publisher agrees to Open Access publication of qualifying articles of the Institution under the conditions set out in the R&P Addendum.

10.3 The Institution agrees to inform its authors of the Institution’s participation in the Publisher’s Read & Publish Program.

10.4 The Institution shall ensure that its authors shall identify themselves as being eligible, and shall verify the author’s eligibility in the course of the Publisher’s publishing workflow.

10.5 Editorial Independence:
10.5.1 All parties acknowledge that while the Institution has financial obligations toward the Publisher, the Institution is in no way involved with the editorial process.

10.5.2 Nothing herein contained shall oblige the Publisher to publish any article submitted to the Publisher by a corresponding author from the Institution. The Institution acknowledges that the selection of material to be published on the Publisher’s Platform is entirely at the discretion of the Publisher. The Institution waives any claim it may have against the Publisher in the event that the Publisher refuses or declines to publish any material (or part thereof) submitted by a corresponding author of the Institution.

11 FEES AND PAYMENT

11.1 The Institution shall pay to Jisc Collections the Sub-Licence Fee and the Transaction Management Charge in the amounts set out in, or calculated in accordance with, Sub-Licence Schedule 1.

11.2 Upon receipt of the Order Confirmation and on each other date (if any) set out in the Order Confirmation, Jisc Collections shall issue an invoice to the Institution for the relevant Sub-Licence Fee(s) or applicable part of the Sub-Licence Fee(s) and the Transaction Management Charge.

11.3 The Institution shall pay the Sub-Licence Fee and Transaction Management Charge within 45 days on receipt by the Institution of Jisc Collections’ invoice.

11.4 All sums specified under this Sub-Licence, unless otherwise stated, are exclusive of VAT and any other similar or equivalent taxes or duties, where applicable, and any applicable VAT will be payable in addition.

12 TERM AND TERMINATION

12.1 Subject to Clauses 12.2 to 12.6, this Sub-Licence shall commence upon the Start Date of the Order, and shall continue, unless terminated earlier in accordance with this Clause 12, until the expiry of the Subscription Period. For the avoidance of doubt, this Sub-Licence will continue, notwithstanding any termination of the Master Licence, to the effect that, in such case, any references in this Sub-Licence to Jisc Collections shall be deemed (unless the context otherwise requires) to be references to the Publisher.

12.2 The Institution shall have the right to terminate this Sub-Licence during the Subscription Period, by giving not less than 60 (sixty) days’ written notice to Jisc Collections, such notice to expire on at the end of the relevant Subscription Year.
12.3 The Institution may cancel any Licensed Titles with effect for any following Subscription Year by giving notice to Jisc Collections within two (2) months prior to the end of any Subscription Year and Jisc Collections shall reduce the Sub-Licence Fee for each following Subscription Year by a fair and reasonable amount to reflect the Licensed Titles cancelled. In the event that a title is cancelled by the Institution, Institution will retain Continuing Access Rights to the Licensed Content that was published during the part of the Subscription Period during which the title was a Licensed Title.

12.4 Without affecting any other right or remedy available to it, either party may terminate this Sub-Licence with immediate effect by giving written notice to the other party if:

12.4.1 the other party becomes insolvent, admits insolvency or a general inability to pay its debts as they become due, has appointed a receiver or administrative receiver over it or over any part of its undertaking or assets, passes a resolution for winding up other than a bona fide plan of solvent amalgamation or reconstruction, files a petition for protection under any applicable bankruptcy code, or has filed against it or becomes subject to an insolvency petition in bankruptcy or an order to that effect; or

12.4.2 the other party commits a material or persistent breach of any term of this Sub-Licence which breach is irremediable or, if such breach is remediable, fails to remedy that breach within a period of sixty (60) days after being notified in writing to do so.

12.4.3 the Publisher gives notice to Jisc Collections under Clause Error! Reference source not found. of the Master Licence Agreement in relation to conduct by the Institution with Authorised Users, or otherwise in respect of provisions corresponding to Clauses 12.4.1 and 12.4.2 above.

12.5 Without affecting any other right or remedy available to it, the Institution may terminate this Sub-Licence with immediate effect by giving written notice to Jisc Collections if the Publisher:

12.5.1 has failed to comply with the provisions of Clause 5, 6 and 9 and fails to remedy the non-compliance within a period of sixty (60) days after being notified by Jisc Collections in writing to do so; or

12.5.2 is no longer entitled to make the Licensed Material available for access and Permitted Use by the Institution and Authorised Users.

12.6 Without affecting any other right or remedy available to it, Jisc Collections (or Publisher, through Jisc Collections) may terminate this Sub-Licence with immediate effect by giving written notice to the Institution if the Institution:
12.6.1 fails to pay any undisputed amount due under this Sub-Licence on the due date for payment and remains in default for not less than sixty (60) days after being notified in writing to make such payment;

12.6.2 wilfully and repeatedly infringes, or wilfully permits Authorised Users repeatedly to infringe, the copyright in the Licensed Material; or

12.6.3 has committed a breach of Clause 4 (Restrictions) or Clause 8.1 (Responsibility of Institution) and fails remedy that breach within a period of sixty (60) days after being notified in writing to do so.

13 CONSEQUENCES OF TERMINATION

13.1 On expiry or termination of this Sub-Licence for any reason and subject to any express provisions set out elsewhere in this Sub-Licence (including Clauses 2.1.2 (Sub-Licence Grant/Continuing Licensed Material) and 9 (Continuing Licensed Material)):

13.1.1 all rights and licences granted pursuant to this Sub-Licence shall cease and the Institution shall cease to access and use, and permit access to and use of, the Licensed Material; and

13.1.2 the Publisher may cease to make available Licensed Material for access and use by the Institution and Authorised Users

provided that the Institution may retain and use, and permit the use of, Metadata, and that copies of parts of the Licensed Material made by the Institution or Authorised Users in accordance with this Sub-Licence may be retained, subject to the terms of Clauses 3 and 4 to the extent that these are applicable and to Clause 9.

13.2 On any termination by the Institution under Clause 12.4 or Clause 12.5 by reason of the Publisher failing to meet the Publisher Commitments, the Publisher shall reimburse the Institution such part of the Sub-Licence Fee which has been paid to the Publisher and is in respect of any remaining part of the Subscription Period.

13.3 Any provision of this Sub-Licence that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Sub-Licence (including but not limited to Clauses 2.1.2, 2.2, 3, 4, 5.1.2, 5.2, 5.5 to 5.9, 6, 8, 9, and 13 to 23) shall continue in force.

13.4 Termination or expiry of this Sub-Licence shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Sub-Licence which existed at or before the date of termination or expiry.
14 ACKNOWLEDGEMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

14.1 Subject to Clause 14.2, the Institution acknowledges that all copyright in the Licensed Material are the exclusive property of the Publisher or its licensors and that this Sub-Licence does not assign or transfer to the Institution any right, title or interest in such copyright except for the right to access and use the Licensed Material in accordance with the terms and conditions of this Sub-Licence.

14.2 Subject to the terms and conditions of the ACS Text & Data-Mining (TDM) Addendum (Schedule 5 of this Sub-Licence), the Publisher and Jisc Collections hereby acknowledge that any copyright and database rights arising from any text mining/data mining of the Licensed Material as permitted in accordance with Clause 3.2.9 shall, as between the Institution and Authorised User on the one hand, and the Publisher and Jisc Collections (and any licensor of the Publisher or other rights holder in the Licensed Materials), on the other, be the property of the relevant Authorised Users or the Institution, as the case may be.

14.3 For the avoidance of doubt, the Publisher and Jisc Collections hereby acknowledge that any database rights created by the Institution as a result of exercising any rights in relation to Metadata under Clause 3.1.1 shall be the property of the Institution.

15 REPRESENTATION, WARRANTIES AND INDEMNITIES

15.1 The Publisher warrants to the Institution that the Licensed Material and all intellectual property rights therein are owned by or licensed to the Publisher and that the Licensed Material used as contemplated in this Sub-Licence do not infringe any copyright or other proprietary or intellectual property rights of any natural or legal person. The Publisher agrees that the Institution shall have no liability and the Publisher will indemnify, defend and hold the Institution harmless against any and all damages, liabilities, claims, causes of action, legal fees and costs incurred by the Institution in defending against any third party claim of intellectual property rights infringements or threats of claims thereof with respect of the Institution’s or an Authorised User’s use of the Licensed Material, provided that:

(i) the use of the Licensed Material has been in full compliance with the terms and conditions of this Sub-Licence;

(ii) the Institution provides the Publisher with prompt notice of any such claim or threat of claim;

(iii) the Institution co-operates fully with the Publisher in the defence or settlement of such claim; and

(iv) the Publisher has sole and complete control over the defence or settlement of such claim.
15.2 The indemnity in Clause 15.1 will not apply to the extent that the relevant claim arises as a result of any change, alteration or amendment in any way to any Licensed Material by the Institution or any Authorised User.

15.3 While the Publisher and Jisc Collections have no reason to believe that there are any inaccuracies or defects in the information contained in the Licensed Material neither the Publisher nor Jisc Collections make any representation or give any warranty, express or implied, with regard to the information contained in or in any part of the Licensed Material including the fitness of such information or part for any purposes whatsoever and, subject to Clause 15.1, the Publisher and Jisc Collections accept no liability for loss suffered or incurred by the Institution or Authorised Users as a result of their reliance on the Licensed Material.

15.4 In relation to any claim or action referred to in Clause 15.1, or any other claim by a third party of which the Institution becomes aware, that the access to or use of any Licensed Material infringes any copyright, the Publisher may at its option and expense, and on written notice to the Institution (and without prejudice to the Institution’s rights under Clause 5.6 (Withdrawing Material) or Clause 15.1 (Infringement Indemnity), remove such Licensed Material from the Licensed Material or obtain for the Institution the right to continue accessing and using such Licensed Material in accordance with this Sub-Licence.

15.5 Without prejudice to Publisher’s right to terminate this Sub-Licence, nothing in this Sub-Licence shall make the Institution liable for any act by any Authorised User which gives rise to a breach of the terms of this Sub-Licence, provided that the Institution performed its obligations under this Sub-Licence in relation to Authorised Users, maintained the security of its Secure Network, and did not cause or knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred.

15.6 Except as provided for in Clause 15.1, neither the Institution nor any Authorised User nor the Publisher nor Jisc Collections will be liable to the other in contract or negligence or otherwise for:

15.6.1 any special, indirect, incidental, punitive or consequential damages; or

15.6.2 loss of direct or indirect profits, business, contracts, revenue or anticipated savings; or

15.6.3 for any increased costs or expenses.

15.7 No party excludes or limits its liability under this Sub-Licence for:

15.7.1 death or personal injury to the extent it directly results from its negligence, or that of its employees or agents in the course of their engagement; or
15.7.2 its own fraud or that of its employees or agents in the course of their engagement.

16  **FORCE MAJEURE**

16.1 Without prejudice to Clause 15.1, neither party shall have any liability under or be deemed to be in breach of this Sub-Licence for any failure to perform any term or condition of this Sub-Licence which result from circumstances beyond the reasonable control of such party, including war, strikes, flood, governmental restrictions, power, telecommunications or Internet failures or damage to or destruction of any network facilities not arising from an act or omission of such party or its employees or contractors (“Force Majeure Event”).

16.2 Each party shall promptly notify the other party in writing of any Force Majeure Event which is causing delay or failure in performance of such party’s obligations under this Sub-Licence, or will or is likely to do so, including the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under this Sub-Licence, and use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

16.3 Provided it has complied with Clause 16.2, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Sub-Licence by a Force Majeure Event (“Affected Party”), the Affected Party shall not be in breach of this Sub-Licence or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

16.4 If a Force Majeure Event prevents, hinders or delays the Affected Party’s performance of its obligations for a continuous period of more than 60 (sixty) days, the party not affected by the Force Majeure Event may terminate this Sub-Licence by giving 14 days’ written notice to the Affected Party.

17  **ASSIGNMENT**

17.1 Subject to Clauses 17.2 and 17.3, this Sub-Licence is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Sub-Licence, without the prior written consent of the other party, such consent shall not be unreasonably withheld or delayed.

17.2 If the Institution merges with any other Eligible Body or transfers the whole or part of its activities as an Eligible Body to another Eligible Body, the Institution or successor Institution (as the case may be), and the Authorised Users who were Authorised Users through the Institution, shall be entitled to receive the benefit of this Sub-Licence, subject to remaining bound by the obligations under this Sub-Licence:
17.2.1 in respect of the Licensed Material, for the remainder of the current Subscription Period; and

17.2.2 in respect of the Continuing Licensed Material, in perpetuity, as may be applicable.

17.3 If the Publisher is subject to any merger or acquisition, or if the Publisher or any licensor or other owner of any rights in any Licensed Material relevant to the licences or rights granted under this Sub-Licence transfers or grants any rights inconsistent with the Institution’s rights under this Sub-Licence, this Sub-Licence shall continue in effect, and the Publisher shall procure that any such transfer or grant of rights is subject to the Institution’s rights under this Sub-Licence or that the Institution is compensated in such amount as may be fair and reasonable in the circumstances in respect of the loss of any such rights which cannot be preserved for the Institution.

17.4 In any assignment to which the other party has given consent under Clause 17.1, the assigning party shall procure and ensure that the assignee shall assume all rights and obligations of the assigning party under this Sub-Licence and agrees to be bound to all the terms of this Sub-Licence.

18 GOVERNING LAW AND JURISDICTION

18.1 This Sub-Licence and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

18.2 The parties irrevocably agree that any dispute arising out of or in connection with this Sub-Licence will be subject to and within the jurisdiction of the courts of England and Wales.

19 DISPUTE RESOLUTION

19.1 If any dispute arises out of or in connection with this Sub-Licence or the performance, validity or enforceability of it (“Dispute”), the parties shall attempt to settle it by negotiation. To this end they shall use their respective reasonable endeavours to consult or negotiate with each other in good faith, and recognising their mutual interests, attempt to reach a just and equitable settlement satisfactory to both parties. Negotiations shall be conducted between the Director (or equivalent position) of Jisc Collections, or its nominated representative, and the current Vice Chancellor (or equivalent post) of the Institution, or their nominated representative.

19.2 If the dispute cannot be resolved by the parties within one month of being escalated as referred to in Clause 19.1, the dispute may by agreement between the parties be referred to a neutral adviser or mediator (the “Mediator”) chosen by agreement between the parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the parties in any further proceedings.
19.3 Where the parties agree that a Dispute would best be resolved by the decision of an independent expert, they will use reasonable efforts to agree upon the nature of the expert required, on the appointment of the expert and, with the expert, the terms of his appointment.

19.4 Any person to whom a reference is made under Clause 19.3 shall act as expert and not as an arbitrator and his decision (which shall be given by the expert in writing and shall state the reasons for the decision) shall be final and binding on the parties except in the case of manifest error or fraud.

19.5 Each party shall provide such expert with such information and documentation as the expert may reasonably require for the purposes of forming his or her decision.

19.6 The costs of the expert shall be borne by the parties in such proportions as the expert may determine to be fair and reasonable in all circumstances or, if no determination is made by the expert, by the parties in equal proportions.

19.7 Subject to Clause 19.1, except where urgent interim measures are sought, and 19.4, nothing in this Clause 19 shall prevent either party commencing or continuing court proceedings in relation to the Dispute under Clause 18.

20 NOTICES

20.1 Any notice given to a party under or in connection with this Sub-Licence shall be in writing and shall be delivered by hand or email, or by pre-paid first-class post or other next Working Day delivery service at its address set out below:

20.1.1 if to Jisc Collections: [redacted] and labelled (in the Subject line) as a Contract Notice.

20.1.2 if to the Institution: as stated in the Subscription Order and Acceptance Form

20.2 Any notice or communication shall be deemed to have been received:

20.2.1 if delivered by hand, on signature of a delivery receipt; or

20.2.2 if sent by pre-paid first-class post or other next Working Day delivery service, at 9.00 am on the second Working Day after posting or at the time recorded by the delivery service; or

20.2.3 if sent by email, on delivery of the email (as evidenced by a delivery receipt) if delivered during working hours on a Working Day, and otherwise on the first Working Day following delivery; or
20.2.4 if sent via the Jisc Ordering Platform (if any), on delivery of the Confirmation Notice.

20.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

21 PREVENTION OF FRAUD AND CORRUPTION

21.1 Each party represents and warrants that neither it, nor to the best of its knowledge any of its employees, agents or contractors have at any time prior to the Start Date:

21.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or

21.1.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

21.2 Neither party during the term of this Sub-Licence shall offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing any act in relation to the obtaining or execution of this Sub-Licence or for showing or refraining from showing favour or disfavour to any person in relation to this Sub-Licence.

21.3 Each party shall take all reasonable steps in accordance with good industry practice to prevent fraud by its employees, and the party (including its shareholders, members and directors), in connection with this Sub-Licence and shall notify the other party in writing immediately if it has reason to suspect that any fraud is occurring or is likely to occur.

21.4 If a party or its staff engages in conduct prohibited by Clause 21.1.1 or commits fraud in relation to this Sub-Licence, the other shall be entitled to:

21.4.1 terminate this Sub-Licence and recover from the first party the amount of any loss suffered resulting from the termination, including the cost reasonably incurred by making other arrangements for the provision of access to the Licensed Material and any additional expenditure incurred by the other party throughout the remainder of this Sub-Licence; and

21.4.2 recover in full from the first party any other loss sustained in consequence of any breach of this clause.
22 **THIRD PARTY RIGHTS**

22.1 Except as expressly provided elsewhere in this Sub-Licence, a person who is not a party to this Sub-Licence is not intended to have any rights to, and shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Sub-Licence.

22.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Sub-Licence are not subject to the consent of any other person, and a person who is not a party to this Sub-Licence shall not be entitled to require its consent to any amendment.

23 **GENERAL**

23.1 This Sub-Licence its Schedules and Annexes constitute the entire agreement between the parties and supersede all prior communications, promises, assurances, warranties, representations and understandings and agreements (whether written or oral) relating to its subject matter, but without prejudice to any continuing rights and obligations arising under any prior formal licence agreements between the Institution and the Publisher or Jisc Collections.

23.2 This Sub-Licence may not be amended or modified except by agreement of both parties in writing.

23.3 Nothing in this Sub-Licence shall be construed to create any relationship of partnership, agency or employment between any of the parties.

23.4 If any provision or part-provision of this Sub-Licence is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Sub-Licence.

23.5 The rights of the parties arising under this Sub-Licence shall not be waived except in writing. Any waiver of any of a party’s rights under this Sub-Licence or of any breach of this Sub-Licence by the other party shall not be construed as a waiver of any other rights or of any other or further breach. Failure by either party to exercise or enforce any rights conferred upon it by this Sub-Licence shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.
READ & PUBLISH ADDENDUM

READ AND PUBLISH PROGRAM TERMS AND CONDITIONS

a. Read & Publish Program ("R&P PROGRAM"): Institution has chosen participation in ACS’s R&P PROGRAM specifically designed to facilitate the immediate open availability of Institution’s ACS published articles at the time of online publication. Availability and use of these articles shall be governed by the terms and conditions of the current version of the Creative Commons CC-BY license. Institution acknowledges and agrees that the R&P PROGRAM is based upon and directly tied to subscription to the ACS Web Editions journals. Discontinuation of aforesaid subscription(s) or termination of the Sub-Licence Agreement, for whatever reason, shall terminate this R&P PROGRAM arrangement. Capitalized terms not herein defined shall mean the same as in the Access Agreement.

ACS reserves the right to modify or terminate the R&P PROGRAM in case of materially significant changes in the relevant Creative Commons license.

b. Qualifying Authors: Corresponding authors whose articles are accepted by ACS qualify to have their articles published under the R&P PROGRAM, for the respective journal article, if all of the following conditions are met at the time of submission of the manuscript:

1) corresponding author must be identified as the individual who is to communicate with ACS throughout the peer review process,

2) corresponding author must be an Authorized User (other than a Walk-In User) as such term is used in the Sub-Licence Agreement to which this Addendum is attached,

3) corresponding author must indicate affiliation to the Institution by identifying it via a provided dropdown menu during the online manuscript submission process.

It is highly recommended for ease of identification and administrative matters that corresponding authors utilize during the manuscript submission process a current email address extension that is directly associated with the Institution.

Corresponding authors meeting all of the aforementioned criteria are hereinafter referred to as “Qualifying Authors”. For clarity, the term corresponding author as used herein means the author
handling the manuscript and correspondence during the publication process, who has the authority to act on behalf of all co-authors regarding publication of the manuscript.

c. Workflow: Institution understands that the process flow for ACS’s R&P PROGRAM is systematized through the Copyright Clearance Center (CCC). Accordingly,

1) Institutions will have an ACS R&P PROGRAM account with the CCC. A Qualifying Author—whose status as a Qualifying Author has been identified at the time of manuscript submission—will be offered the R&P PROGRAM option upon ACS’s acceptance of the article for publication. If the Qualifying Author selects such option, then the author will be directed to the CCC for the article to be processed as part of the R&P PROGRAM.

2) Simultaneously, an email providing notice will be sent to the Institution’s designated administrator who will be required to approve or reject R&P PROGRAM publication of the article.

3) The CCC shall notify Qualifying Authors of the R&P PROGRAM publication status of their article(s).

4) The above-designated Creative Commons license will control third-party access to and use of the final published article.

d. Definitive Articles of Record: All ACS articles published under the R&P PROGRAM as maintained on the ACS website represent the definitive articles of record. Articles (unless identical copies of the most current definitive articles of record) posted to or displayed by institutional repositories or non-ACS websites are without warranty from ACS of any kind, either expressed or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, or non-infringement. In no event shall ACS be liable for any loss or damage arising out of or in connection with the use or performance of information contained in articles posted or displayed on institutional repositories or non-ACS websites. ACS will submit for deposit of definitive articles of record in PubMed Central.

e. Reports: Reports tracking articles published under the R&P PROGRAM will be available through self-service reporting tools provided in the designated administrator’s view in the CCC’s ACS R&P PROGRAM webpages. Information supplied will include Qualifying Author, Grantee, ORCID ID (if supplied by the author), article title, DOI, journal, and date of acceptance for publication.

f. General: ACS is not liable for any article not made open by ACS for an author who does not identify to ACS, during the manuscript submission process, the applicable name of the Grantee or
the member institution, or otherwise does not meet at the time of submission the aforementioned criteria of a Qualifying Author[s]
SUB-LICENCE SCHEDULE 1

SUB-LICENCE FEE AND TRANSACTION MANAGEMENT CHARGE

Sub-Licence Fee:
Sub-Licence Fees will be as provided in the Quote, and will be calculated on the following basis:

<table>
<thead>
<tr>
<th>Basis for fees</th>
<th>Description</th>
<th>Details</th>
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<tbody>
<tr>
<td>Fees for 2022</td>
<td>are based on previous subscriptions and centrally funded APC payments in both hybrid and fully OA titles.</td>
<td>The elements concerned are:</td>
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<td></td>
<td>- the Read Fee</td>
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<td>- subscriptions for 2021,</td>
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<td></td>
<td></td>
<td>- Plus an additional Tiered % increase.</td>
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<tr>
<td></td>
<td></td>
<td>- the Publish Fee*,</td>
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<td></td>
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<td>- centrally funded article processing charges in Hybrid titles for 2020, &amp;</td>
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<td></td>
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<td>- centrally funded article processing charges in Fully OA titles for 2021.</td>
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<tr>
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<td>- Plus an additional Tiered % increase.</td>
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</tbody>
</table>

VAT will be liable on the Publish Fee to provide the total cost for an institution. The quotations have been provided separately outlining the details of the spend for individual institutions.

<table>
<thead>
<tr>
<th>Annual increases</th>
<th>Increase will vary depending on the ACS Tiers:</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>- Tier 1= 6%, or 3% if the relevant APC spend is in excess of $30,000;</td>
</tr>
<tr>
<td></td>
<td>- Tier 2= 5%, or 3% if the relevant APC spend is in excess of $30,000;</td>
</tr>
<tr>
<td></td>
<td>- Tier 3= 3%;</td>
</tr>
<tr>
<td></td>
<td>- Tier 4= 2.75%;</td>
</tr>
<tr>
<td></td>
<td>- Tier 5= 2%.</td>
</tr>
</tbody>
</table>

These % increases apply to the read Fee and the Publish Fee. The quotations provided included the details of the increases for individual institutions.

Transaction Management Charge:
A Transaction Management Charge ("TMC") will be applied to the invoices fee (excluding VAT): £100 for fees less than $1,000; £150 for fees between $1,001 and $10,000; and £200 for fees over $10,000. TMCs (plus VAT) will be applied to the invoice in its US Dollar equivalent.
The Offered Titles consist of the following:

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<tr>
<th>Title</th>
<th>e-ISSN</th>
<th>Date first issue online</th>
</tr>
</thead>
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<tr>
<td>Accounts of Chemical Research</td>
<td>1520-4898</td>
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<td>ACS Applied Bio Materials</td>
<td>2576-6422</td>
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<td>ACS Applied Energy Materials</td>
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<td>1944-8252</td>
<td>28/01/2009</td>
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<td>ACS Applied Nano Materials</td>
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<td>01/01/2019</td>
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<td>ACS Catalysis</td>
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<td>1948-7185</td>
<td>07/01/2010</td>
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The Publisher agrees to implement the following industry standards to enhance access and use of the Licensed Material and shall:

(a) provide the Institution with usage statistics compliant with the most recent release of the COUNTER Code of Practice (www.projectcounter.org), organised by month, every three months;

(b) implement the Standardized Usage Statistics Harvesting Initiative (SUSHI) protocol (www.niso.org/workrooms/sushi);

(c) archive the Licensed Material to ensure that it is preserved for future scholarship in at least one of the following archiving solutions: Portico, Clockss or Lockss, and inform the Institution in which of the archiving solutions the Licensed Material may be found;

(d) subject to paragraph 1(c), provide the means for the Institution to continue to access the Licensed Material via an archiving service for use only in the event that the Publisher ceases trading or any of the provisions of Clauses 12.4 or 12.5 apply to the Publisher, and inform the Institution where the Licensed Material has been archived, and provide the Institution with sufficient authority and information to enable the Institution to access such Licensed Material for the purposes of Clause 3.1.9 (Access where Publisher fails to provide it);

(e) use all reasonable efforts to meet the W3C standards (www.w3.org/WAI/Resources/#in) to ensure that the Licensed Material is accessible to all Authorised Users;

(f) use all reasonable efforts to meet the Open URL Standard (https://www.niso.org/publications/z3988-2004-r2010) to ensure that Authorised Users can search for and find the Licensed Titles and Licensed Content;

(g) use all reasonable efforts to keep to the Code of Practice of Project Transfer (www.projecttransfer.org) to ensure that journal content remains easily accessible by the Institution and its Authorised Users when there is a transfer of material between parties, and to ensure that the transfer process occurs with minimum disruption;

(h) as appropriate or applicable, provide link-resolver vendors and other library systems suppliers quarterly with full details of the Licensed Material in accordance with the most current KBART standard (http://www.uksg.org/kbart/s5/guidelines); and also with
related data of (i) the first and final year, volume, and issue and (ii) the algorithm or syntax for constructing an article-level link from an article’s metadata within the Licensed Material;

(i) as applicable, provide relevant information to third party discovery tools (such as Scopus, Summon), in accordance with NISO recommendations (https://groups.niso.org/apps/group_public/download.php/14820/rp-19-2014_ODI.pdf); and

2 The Publisher shall provide the Institution with:

(a) the digital object identifier (DOI) relating to the Licensed Titles and Licensed Content, at the title, journal, and article, and chapter levels promptly following the Start Date, and

(b) as applicable, any updates or amendments thereto (and otherwise promptly on request by the Institution).

* urls and web addresses are for guidance and may change
SUB-LICENSE SCHEDULE 4
SERVICE LEVELS and SERVICE LEVEL REQUIREMENTS (if applicable)

1 Definitions:

“Scheduled Maintenance” means the non-availability of the Licensed Material and/or the Publisher Platform which is scheduled by the Publisher outside Access Support Hours at least a week in advance and notified to the Institution at least a week in advance, for the purpose of carrying out maintenance actions that are aimed at the prevention of unscheduled breakdown or downtime.

2 The Publisher Platform and Licensed Material will be available 24 hours a day, 365 days a year with the exception of Scheduled Maintenance and subject to Paragraphs 4 and 6 below.

3 For the Publisher Platform to be considered available the following functionality should be available on the platform:

<table>
<thead>
<tr>
<th>Service Component</th>
<th>Functionality Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>PDF Download</td>
<td>Ability to download the PDF version of an article</td>
</tr>
<tr>
<td>HTML availability</td>
<td>Ability to access the HTML version of an article</td>
</tr>
</tbody>
</table>

4 Service components as outlined above will each be available for at least 98.00% of scheduled uptime. Service interruption due to suspicious or suspect user downloading or bulk downloading shall not be included in the 98% calculation.

5 Scheduled Maintenance time, for each service component, will be less than 20.8 hours over any consecutive 12 month period.

6 The Publisher reserves the right to restrict access to the Licensed Material and its networks in order to maintain the stability and security of both. Any restrictions under this Paragraph 6 shall be limited to an individual Authorised User or a restricted sub-set of Authorised Users for a maximum period of 4 hours. Upon being aware of any activity affecting the stability or security of the Licensed Material and its networks the Publisher shall inform the Institution of the restriction immediately.
SUB-LICENCE SCHEDULE 5

ACS Text & Data-Mining (TDM) Addendum

Definitions

“Text and Data Mining” ("TDM") means to perform extensive automated searches of Licensed Material, including data embodied therein, the sorting, parsing, addition or removal of linguistic structures, and the selection and inclusion of Licensed Material into an index or database for purposes of classification or recognition of relations and associations."

“TDM Output” means the result of any Text and Data Mining activity or operation, capable of fixation, reproduction and/or communication in any form, including without limitation the creation of an index, reference, abstract, relative or absolute description or representation of Licensed Material, an algorithm, formula, metrics, method, standard or taxonomy describing or based on Licensed Material, a relational expression or measurement, whether scalable or not, of Licensed Material, extraction, alternative representation or translation, expression or discussion of any extracts from mined Licensed Material, whether in the form of a direct extraction or a representation in any form which is based on Licensed Material.

“Project Collaborator” means a third party entity when providing direct service to Institution strictly in support of a specified TDM project of Institution or who is participating as a research collaborator on a specified TDM project with Institution (see Clause 5 below).

Clause 1 – Licensed uses: Text and Data Mining

The Institution may use all of the Licensed Material in the course and for the purpose of non-commercial research:

(a) store electronic copies of the Licensed Material as necessary solely to ensure efficient use by Authorised Users in connection with their work on a TDM project and only during the lifetime of any project, and provided locally stored copies are kept separate from proprietary or other third-party content and datasets. Such locally stored copies of Licensed Material are not to be redistributed for any purpose or to be used for marketing of the Licensee or the Authorised User’s research capabilities. This also includes any commercial research capabilities.

(b) use TDM Output as part of original non-commercial research carried out by Authorised Users and describe or otherwise reproduce extracts and quotations from TDM Output as part of original works of authorship, e.g. articles that describe, analyse, and interpret research. Reproductions shall follow applicable copyright and fair use laws and practices. Where Licensed Material is embodied, quoted or referred to, or where bibliographic metadata of Licensed Material is displayed, it should be accompanied by a DOI link that points back to the individual full text item of Licensed Material onto the Publisher Platform.
(c) any TDM Output made available on an externally facing server or website should not include parts of the Licensed Material except as permitted in Clause 3 of this Sub-Licence.

(d) Subject to sub-clause 1(c) above and clause 2 below, the Institution may for non-commercial purposes and government regulatory purposes (such as seeking government approval of Institution’s medical or other product) communicate the TDM Output whether for internal or external use without creating products that substitute for Licensed Material. If the TDM Output contains any parts of Licensed Material, Institution shall not make such results or output in form of data sets available to third parties for their use.

Clause 2 – Prohibited uses relating to Licensed Material and TDM Output

(a) Subject to clause 1 above and unless agreed by separate written agreement, the Institution and its Authorised Users may not engage in activities listed under (b.1 to b.6).

(b.1) create derivative products or services that would compete with or be substitutable for the Publisher’s products and services;

(b.2) extract, develop or use Licensed Material in any commercial activity;

(b.3) abridge, modify, translate Licensed Material, or create any derivative work based on the Licensed Material, except as permitted in Clause 3 of this Sub-Licence, or to the extent necessary to make them perceptible on a computer screen to Authorized Users;

(b.4) if TDM Output contains any parts of Licensed Material, sell or provide rights to TDM Output, or allow a third party to harvest any TDM Output to an internal or external server;

(b.5) remove, obscure or modify in any way any copyright notices, other notices or disclaimers as they appear in the Licensed Material;

(b.6) substantially or systematically reproduce, retain or redistribute the Licensed Material.

c) This clause 2, as well as the restrictions in clause 1 shall remain effective and survive termination of this Sub-Licence, howsoever arising.

Clause 3 – Security, Grant of Access Rights, Formats and Delivery Mechanisms

The Publisher and the Institution agree to the following access protocols:

(a) The Institution shall use all reasonable efforts to ensure compliance with Publisher’s Usage policies, including security and technical access requirements. Institution acknowledges the ownership interest of ACS in the Licensed Material and of its central importance to the business of ACS. Institution shall exercise reasonable, good faith efforts to inform Authorised Users of the terms and conditions herein, monitor usage for compliance, notify ACS immediately of any suspected violation by a user, and
reasonably cooperate with ACS in investigating any violation or suspected violation either by an authorized user or an unauthorized user and in resolving the matter. Institution shall be responsible for any failure on its part to act in compliance with the terms and conditions of this Addendum.

(b) Institution shall implement and maintain adequate and effective state of the art data security systems and measures that are not less than reasonable and in line with international industry standards and best practice.

(c) In the event the Institution collects or otherwise processes or uses personal data, Institution shall expressly obtain consent from the end user or any person that is a beneficiary of applicable data protection laws which shall be limited to the use the end user/affected person expressly consents to. Institution shall undertake the appropriate technical and security measures to protect any personal data Institution collects.

(d) The Publisher does not provide any warranty or assurance of fitness or availability of Publisher’s electronic servers and systems to carry out TDM or to extract TDM Output, nor of completeness or accuracy of any downloaded materials.

Clause 4 – Breach and Termination

(a) **Breach:** In addition to any contractual rights and remedies under the applicable law, Publisher shall retain the right to deny access to any publisher-hosted content where the Institution is in breach of any of the conditions of this license relating to TDM. Where Institution has made available any of Licensed Material or any resulting TDM Output available to third parties, Publisher shall be entitled to terminate rights granted under clause 1 hereof and also to charge the Institution any subscription fee that would have been payable to the Publisher, had the use in question been agreed.

(b) **Termination:** Removal of locally-loaded copies of Licensed Material: Upon termination of any TDM grant of rights under clause 4(a) above or upon termination of the entire subscription agreement, howsoever arising, the Institution shall use all reasonable efforts to procure the destruction of any copies of the Licensed Material if locally loaded or stored for purposes of Text and Data Mining.

Clause 5 – Third Party Collaborative Research or Provision of Service

The following terms and conditions apply additionally, in cases of one or more third party ("Project Collaborator(s)") participation in Institution’s TDM project.

(a) A description of the project and the respective Project Collaborators’ roles in the project (altogether, “Purpose”) shall be sent by Institution to ACS.

(b) If the Project Collaborator is an academic entity not covered under Sub-Licence with Jisc Collections, it must obtain or have its own Text and Data Mining Addendum with ACS.
(c) If the Project Collaborator is a commercial entity or an entity other than academic,

i. it must have a subscription to all ACS journals (All Access Subscription package).

ii. it shall receive all or any portion of the Licensed Material from Institution through confidential and secure data transmission mechanisms in compliance with Clause 3 above.

iii. it may use the received Licensed Material strictly for the Purpose.

iv. Institution shall ensure that Project Collaborators are bound to terms and conditions at least as restrictive as the terms and conditions of this Addendum, including this Clause 5. Project Collaborators must safeguard the received Licensed Content, protecting it from (including but not limited to) breach, theft, misuse, loss, and deliberate or accidental disclosure or leakage, using the same measures it would use to protect its own proprietary information, which measures shall be not less than reasonable.

v. upon completion of a Project Collaborator’s role in the TDM project or no later than nine (9) months from the delivery date of the Licensed Material from ACS to Institution, whichever is earlier, the Project Collaborator must return the delivered Licensed Material to Grantee or destroy all such content, and Institution shall provide ACS written confirmation of such return or destruction within thirty (30) days. If the completion of the Project Collaborator’s role in the TDM project is the earlier to occur, the Project Collaborator may keep the Licensed Material for an additional thirty (30) days for purposes such as validation.

vi. Project Collaborators may not use the TDM Output for any commercial purpose, including for their internal research purposes (except for the Purpose), unless it completes a separate written agreement with ACS. A fee or other payment may apply.

vii. For the avoidance of doubt, all terms and conditions of this Addendum apply to each Project Collaborator as if it were a party to this Addendum. Notwithstanding, the Institution is responsible for informing the Project Collaborator of the terms and conditions of this Addendum and for ensuring the Project Collaborator’s compliance.
## American Chemical Society Journals 2022-2024

<table>
<thead>
<tr>
<th><strong>Target group</strong></th>
<th>HE, RCs</th>
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### Publisher
- **Full legal name and registered address**: American Chemical Society, 1155 16th St NW, Washington, DC 20036, United States

### Product Name:
- ACS Web Editions

### Agreement Name:
- Journals Master Licence, ACS Web Editions Read and Publish, 2022-2024

### Product Description:
- ACS Web Editions is a collection of research journals published by ACS Publications, a division of the Publisher (“ACS Web Editions”) V4 April 2022

### Version and date:
- V4 April 2022

### Access URL:
- http://pubs.acs.org

### Product Information URL:
- https://pubs.acs.org/action/showPublications?disp[journals]

## 1. General Information

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<td><strong>Start and End date</strong></td>
<td>01 January 2022 to 31 December 2024</td>
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**Eligible Institutions/group**: Higher Education, Research Councils, Academic Affiliates as listed at https://subscriptionsmanager.jisc.ac.uk/about/jisc-banding

**Order deadline**:  
**Route to OA compliance**: Transitional Agreement

**Model type**: Read and Publish

**Basis for fees**: Fees for 2022 are based on previous subscriptions and centrally funded APC payments in both hybrid and fully OA titles.

The elements concerned are:
- the Read Fee
  - subscriptions for 2021,
- the Publish Fee*:
  - centrally funded article processing charges in Hybrid titles for 2020, &
  - centrally funded article processing charges in Fully OA titles for 2021.
  - Plus an additional Tiered % increase.

*VAT will be liable on the Publish Fee to provide the total cost
for an institution.

The quotations have been provided separately outlining the details of the spend for individual institutions.

New institutional pricing is available upon request.

### Annual increases

Increase will vary depending on the ACS Tiers:

- Tier 1 = 6%, or 3% if the relevant APC spend was in excess of $30,000;
- Tier 2 = 5%, or 3% if the relevant APC spend was in excess of $30,000;
- Tier 3 = 3%;
- Tier 4 = 2.75%;
- Tier 5 = 2%.

These % increases apply to the combined Read and Publish Fee.

The quotations provided included the details of the increases for individual institutions.

<table>
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<th>Licence &amp; Sub Licence (sub licence includes Read &amp; Publish and TDM addenda)</th>
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<tr>
<td>Annual opt-out</td>
<td>The Institution shall have the right to terminate this Sub-Licence during the Subscription Period, by giving not less than 60 (sixty) days’ written notice to Jisc, such notice to expire on at the end of the relevant Subscription Year.</td>
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<tr>
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<td>Currency</td>
<td>USD $</td>
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**TMC Fee**

Transaction Management Charge (TMC) -

- £100 for fees less than $1,000.
- £150 for fees between $1,001 and $10,000.
- £200 for fees over $10,000.

TMCs (plus VAT) will be applied to the invoice in its US Dollar equivalent.

**VAT status**

Provided HMRC tax advice does not change, Jisc would split the payments so that zero VAT would be charged on the Read Fee.

The Publish Fee would attract VAT at the standard 20% rate.

**Invoice:** Within the invoice, the Read and Publish fees will be listed on separate lines, with VAT applied to the Publish Fee accordingly.

### Read element

<table>
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<tr>
<th>Collections covered</th>
<th>All Licensed Material on offer from the Publisher- see Annex 1 attached hereto for full title.</th>
</tr>
</thead>
</table>
| Post cancellation rights | Subject to a platform maintenance fee or a continuing subscription, the Institution shall have Continuing Access Rights in respect of:  
i.all Licensed Content published in any Licensed Title during the Subscription Period; |
| Eligible authors | Corresponding authors whose articles are accepted by ACS qualify to have their articles published under the ACS Read & Publish Program ("R&P Program"), for the respective journal article, if all of the following conditions are met at the time of submission of the manuscript:

1) corresponding author must be identified as the individual who is to communicate with ACS throughout the peer review process,
2) corresponding author must be an Authorized User (other than a Walk-In User) as such term is used in the Sub-Licence Agreement to which this Addendum is attached,
3) corresponding author must indicate affiliation to the Institution by identifying it via a provided dropdown menu during the online manuscript submission process.

It is highly recommended for ease of identification and administrative matters that corresponding authors utilize a current email address extension that is directly associated with the Institution during the manuscript submission process.

Corresponding authors meeting all of the aforementioned criteria are hereinafter referred to as "Qualifying Authors". For clarity, the term corresponding author as used herein means the author handling the manuscript and correspondence during the publication process, who has the authority to act on behalf of all co-authors regarding publication of the manuscript.

| Type of publication/s covered | Hybrid and Fully OA journals within ACS Web Editions |
| Article type/s covered | All research articles in all ACS journals, including ACS Omega, JACS Au, the ACS Au collection, and all ACS hybrid journals.

Chapters or portions of eBooks are not eligible. Additionally, articles that are additions or corrections or editorials are also not eligible.

| Article allocation model | Unlimited articles can be published OA in both Hybrid and Fully OA titles. |
| Process for authors | Step by step guide here [https://acsopenscience.org/how-to-publish-open-access/](https://acsopenscience.org/how-to-publish-open-access/) |
| **Rights Retention Statement position** | ACS can also offer online training/presentation for OA admins. |
| **Dashboard** | Via the CCC RightsLink platform. |
| **Additional discounts** | N/A |
| **Transitional fee covers all fees (for example no addition fee for colour and additional pages)** | No additional publication costs will be charged to authors for online publications (for the relevant option selected). |
| **Licence** | CC BY |
| **Consortium level IPA (Projected)** | [redacted] |
| **Transformative Journal status** | Currently under active consideration. |
| **Green Open Access Policy** | [https://acsopenscience.org/open-access/open-access-policies/](https://acsopenscience.org/open-access/open-access-policies/) |
| **Participation in Publications Router** | Deposition through Jisc Router for ACS Open Access articles is prepared and will be activated as soon as the agreement is signed. |
| **Retrospective OA** | Articles with an acceptance date of 1 January 2022 or later that have been published behind the paywall will be made retrospectively OA through a CC license. Notwithstanding, the copyright is not affected by the license change. Where APCs have been paid, refunds can be requested. |
| **PubMed Central (PMC) and Europe PMC** | The Version of Record is automatically submitted for deposition by the online publication date of VoR upon publication. |

**Additional details:**
| 1. Material on offer |

**Material consists of (Read):**
All Licensed Material on offer from the Publisher, see Annex 1 for full Title List.

Back files / back issues included in the Offer:
Participating institutions may access the current year’s journals content (Web Editions) plus back file to 1996 where applicable.

Jisc Collections purchased the [ACS Legacy Archives](#) the complete back file of 22 journals from 1879 to 1995.
SUB-LICENCE ANNEX 2 – SUBSCRIPTION ORDER AND ACCEPTANCE FORM (EXAMPLE)

Confirm order - subscriptions to be invoiced by Publisher/Subscription Agent

These products are invoiced direct with the publishers and / or your nominated subscription agents. Therefore all prices are displayed net of VAT for the current annual subscription period.

Agreement type: consortia agreements

Products with a currency of GBP

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SECTION TOTAL: £

including F S and VAT where applicable

SUBTOTAL: £

Designated Site Representatives

Select up to three designated site representatives that you would like to associate with this order:

☐ Site Representative 1

Consortia agreements and licence acceptance

☐ I am authorised by my institution to make this order, by clicking on the ‘Confirm and Place Order’ button (on behalf of my institution) and acknowledge that I have read and understood the licence(s) listed below and agree to be bound by the terms and conditions of such licence(s). I agree that my institution will pay the subscription fee(s) due from the invoice(s) generated from this order no later than thirty (30) days after being issued by Jisc Collections or the publisher of the resource.

☐ By clicking on the ‘Confirm and Accept Licence’ button (on behalf of my institution) acknowledge that I have checked the Licensed Material in the Schedule of such licence(s) listed below and agree that these are correct at the time of accepting the licence(s). It should be noted that by clicking on the ‘Confirm and Place Order’ button, your institution is legally bound to pay for each licence the full total revenue fee to their institution from the start date until the expiry date of such licence(s) as set out in this form.

Basket total

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