

Renewal of American Chemical Society Publications Division Online Products Institutional Access Agreement

SURFmarket's Agreement Number: BO201600118

Renewal of American Chemical Society Publications Division Online Products Institutional Access Agreement (SURFmarket's Agreement Number BO20130001) between **SURFmarket B.V.** (the "SURFmarket Consortium") and the **American Chemical Society** ("ACS").

WHEREAS, the parties originally entered into the Agreement on 1st January 2013 and the parties entered into a certain amendment of the Agreement dated 13 June 2016 (collectively, the "Agreement");

WHEREAS, the parties wish to renew the Agreement for an additional five-year period commencing on January 1st, 2017 and ending December 31, 2021;

WHEREAS, the parties wish to adopt a certain open-access license agreement, to be utilized by members of SURFmarket's consortium, only, effective January 1, 2017;

NOW, THEREFORE, the parties hereby agree as follows:

1. **Term.** The Agreement term is renewed for a period of five (5) years commencing as of January 1, 2017 and ending on December 31, 2021 (the "Renewal Term").
2. **Access Fee.** Commencing January 1, 2017, and continuing during the Renewal Term, the Access Fee, as such term is defined in the Agreement, will increase three percent (3%) over the immediately preceding calendar year's Access Fee. Exhibit "C," total contract value 2017-2021 is attached hereto and is incorporated by reference herein.
3. **Opt-Out.** Section 3.d. is hereby added to the Agreement and will read in its entirety as follows.

"d. **Opt Out:** A member of Grantee's consortium may opt out of this Agreement during the Term. Notice of such a decision must reach ACS by 31st October, in the calendar year prior to the effective date of such opt-out, and will be effective at the commencement of the next calendar year. In the event a member of Grantee's consortium opts out of this Agreement, such consortium member's Access Fee will be deducted from the invoice for the year in which such opting out is to be effective. Once the cumulative value of opted-out members of Grantee's consortium represents greater than 17.5% of the then prevailing yearly Access Fee, ACS reserves the right to renegotiate the terms of this Agreement."

4. **Open Access.** Commencing January 1, 2017, corresponding authors whose articles are accepted by ACS, and whose institution is a paying member of the SURFmarket Consortium, will be granted an ACS AuthorChoice Open Access License CC-BY-NC-ND (Creative Commons Attribution Non Commercial No Derivative Works License Agreement), in the form attached hereto as Exhibit "A". A corresponding author may participate in the aforementioned open-access program, for a journal article, only if the corresponding author provides to ACS, at submission, an institution name, that is identified on Exhibit "B" (a "Qualifying Member Institution"), and only if the corresponding author provides to ACS, and utilizes an email address extension, associated with the institution, that is identified on Exhibit "B" attached hereto (an "Acceptable Email Address"). Exhibits "A," "A-1," "B," and "C" are hereby incorporated by reference herein.

5. **General.** ACS is not liable for, and SURFmarket hereby holds ACS harmless, for any article not made open by ACS for an author who does not provide to ACS, during the manuscript submission process, the name of a Qualifying Member Institution, and a correlating Acceptable Email Address.

The parties hereto acknowledge that the grant of an open-access license by ACS as provided for herein is a "pilot" program. In the event an amendment to this Agreement is necessary, the parties agree to negotiate such amendment in good faith.

6. **Exhibits.** The following exhibits are attached hereto and are incorporated by reference herein. SURFmarket and ACS agree to the terms and conditions of the attached ACS AuthorChoice Open Access License CC-BY-NC-ND.
- a. Exhibit "A" - ACS AuthorChoice Open Access License CC-BY-NC-ND.
 - b. Exhibit "A-1" - Creative Commons Attribution Non Commercial No Derivative Works License Agreement
 - c. Exhibit "B" - Qualifying Member Institutions and Correlating Acceptable Email Addresses.
 - d. Exhibit "C" - Total Contract Value 2017-2021.

IN WITNESS WHEREOF, the parties have caused this Renewal to be signed by their respective authorized representatives on the dates set forth below.

SURFmarket B.V.

By: _____



Date: 13 February 2017

American Chemical Society

By: _____



Date: 15 February 2017

EXHIBIT "A"

AMERICAN CHEMICAL SOCIETY

ACS AuthorChoice

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SURFmarket B.V. is referred to herein "SURFmarket". The American Chemical Society is referred to herein as "ACS". A member of the SURFmarket consortium is referred to herein as an "Institution".

Terms and Conditions

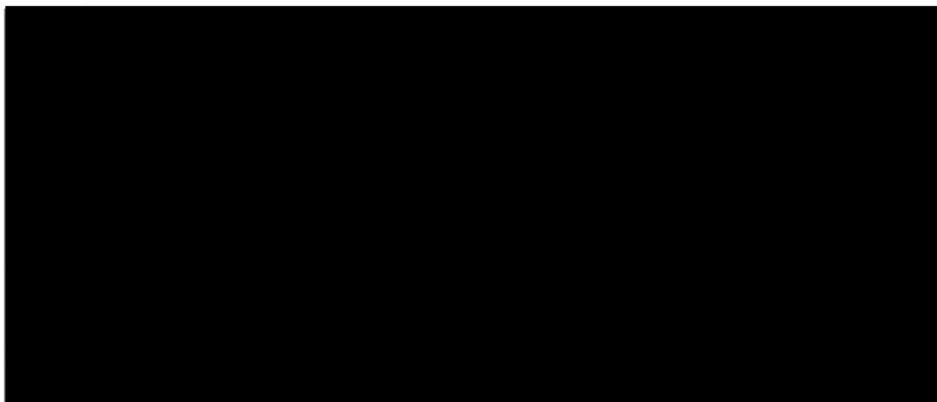
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By signing this Agreement, the Author agrees to the provisions set out below, which modify and supersede corresponding provisions in the ACS Journal Publishing Agreement. The undersigned warrants on behalf of any and all coauthors that they have read and understand the contents of the license.

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3. Articles that are made available under the Creative Commons Non Commercial Non Derivative (CC-BY-NC-ND) license will be selected for publication in open access by default if the author is associated with an affiliated Dutch University listed in Exhibit B and uses the corresponding email extension that is listed in Exhibit B.
4. When submitting an article for publishing, if an author did not use an email extension associated with their qualifying institution or did not pick the institution from the drop down

list in Paragon Plus, the Institution will be able to request the article to be published in open access beginning three (3) months after acceptance. All exceptions will need to be approved by ACS and communicated by SURFmarket to ACS by representatives of SURFmarket. For purposes of this License, the representatives designated by SURFmarket are listed, below.



And



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5. If the Agreement between SURFmarket and ACS becomes available after the starting date, SURFmarket and ACS will agree on publishing articles in Open Access retroactively.
 6. ACS will deliver a full report on a quarterly basis of all articles accepted, that can be identified by the Institutions (open access and otherwise). The report gives an overview of the Institutions, the corresponding author(s), the affiliation of the corresponding author(s), the article titles, DOI's and open access Y/N. The report will be sent to SURFmarket, to the SURFmarket designated representatives who are identified in this License, within 4 weeks after the end of each quarter.
 7. SURFmarket and ACS strive for transparency in administering the open-access pilot program that is described in this License. In that regard, on pubs.acs.org, under Author Services, ACS will list SURFmarket as a Selected List of Funders, and have a one-page document that lists the details of this arrangement and what is required from the authors. [http://pubs.acs.org/page/4authors/funder_options.html].
 8. For journals running in the standard production workflow, ACS will incorporate tags in meta-data (AuthorChoice label) to indicate if an article has been published in open access.
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 10. ACS will provide the corresponding author with a copy of the final published article in .PDF format, or in other such digital file format as may be agreed between SURFmarket and ACS.

B. Supplemental License Provisions for Authors, Repositories, and Other Users of Content

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 3. The terms and conditions contained herein set forth the understanding of the Author and ACS and may not be modified without the express written consent of both parties.
 4. SURFmarket and ACS agree to evaluate relevant workflows and tools with regard to open access publishing.

Author Signature

Print Name

Date

EXHIBIT A-1

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EXHIBIT "B"

**QUALIFYING MEMBER INSTITUTIONS AND
CORRELATING ACCEPTABLE EMAIL ADDRESSES**

Ringgold Name	Email extension
FOM-instituut AMOLF	amolf.nl
Technische Universiteit Eindhoven	tue.nl
Universiteit van Amsterdam	uva.nl, amc.nl, amc.uva.nl
Wageningen Universiteit en Researchcentrum	wur.nl
Universiteit Twente	utwente.nl
Vrije Universiteit Amsterdam	vu.nl, vumc.nl
Radboud Universiteit	ru.nl, radboudumc.nl,
Technische Universiteit Delft	tudelft.nl
Rijksuniversiteit Groningen	rug.nl, umcg.nl
Universiteit Utrecht	uu.nl, umcutrecht.nl
Universiteit Leiden	leidenuniv.nl, lumc.nl
Maastricht University	maastrichtuniversity.nl, mumc.nl
Nederlands Instituut voor Ecologie	nioo.knaw.nl

EXHIBIT "C"

Total Contract Value 2017-2021

Year	UKB members
2017	\$909.079
2018	\$936.351
2019	\$964.442
2020	\$993.375
2021	\$1,023.176

These fees apply to the 13 members listed in Exhibit B. New Member pricing would be negotiated based on institutional type.



UKB Consortium
American Chemical Society
Publications Division
Online Products Institutional Access Agreement

This Online Products Institutional Access Agreement ("Agreement") is entered into this 1st day of Januari 2013, between the American Chemical Society ("ACS"), a federally-chartered nonprofit located at 1155 16th Street NW, Washington DC 20036 and SURFmarket located at Radboudkwartier 217, Utrecht ("Grantee") (ACS and the Grantee are collectively referred to in this Agreement as "the Parties").

1. SCOPE OF GRANT

ACS grants Grantee non-exclusive and nontransferable permission to access ACS products and services as identified in the attachments to this Agreement (collectively "ACS Products"), subject to the terms and conditions set forth in this Agreement, including all attachments.

2. TERM

a. The Initial Term of this Agreement shall be through December 31, 2015. Unless otherwise agreed to by ACS and Grantee in writing, or modified or terminated as provided for herein, the Agreement shall automatically renew for additional one-year terms on payment of annual access, subscription and/or platform maintenance fees as set by ACS and agreed to by the Grantee.

b. From time to time, ACS may require the Parties to execute a new Agreement.

3. FEES AND PAYMENTS

a. Grantee agrees to pay ACS the amounts (Access Fee) set forth in the attached "Access Fee" attachment, as may be supplemented by mutual consent. ACS will not activate Grantee's access to the ACS Products until Grantee provides ACS with: (1) the email address of a contact person; (2) a duly executed Agreement; and (3) any other information required by ACS to set-up and activate Grantee's access.

b. Grantee agrees to pay all ACS invoiced Access Fees within forty-five (45) days of receipt of the invoice date. ACS reserves the right to discontinue Grantee's access to the ACS Products and to terminate this Agreement in the event Grantee fails to pay all Access Fees in accordance with the ACS invoice.

c. ACS reserves the right to modify the Access Fee for any renewal term upon written notice to Grantee.

4. INSTITUTIONAL CUSTOMER TYPE; AUTHORIZED USERS; SITES; ADDRESSES

a. If Grantee is a "consortium," Grantee shall, prior to ACS's activation of Grantee's access to the ACS Products, provide ACS with a current listing of all participating consortium members, including physical location and IP addresses. Further, by entering into this Agreement, Grantee affirms its authority to enter into this Agreement on behalf of each of the listed consortium members. During the Term of this Agreement, Grantee shall promptly notify ACS of any changes to the membership of the consortium. Grantee acknowledges that any such changes to the membership of the consortium may necessitate a change in the Access Fee due under this Agreement. Grantee shall notify each consortium member of the terms and conditions for accessing the ACS Products. Grantee further agrees to notify ACS promptly upon learning of any violations of this Agreement by any consortium members and/or consortium members' authorized users and will cooperate with the ACS in investigating any such violations or unauthorized uses and in taking reasonable steps to prevent a reoccurrence.

b. ACS grants to Grantee and its Authorized Users at the authorized sites approved by ACS ("Authorized Sites") identified in the Site List and IP Address Attachment ("Site List Attachment"), online access to the ACS Products. This Agreement extends to Grantee and Authorized Users individually at Authorized Sites. For purposes of this Agreement, "Authorized Users" means, those serving in the capacity of employees, faculty and other teaching staff, and persons officially registered as full or part-time students located at an Authorized Site. Authorized Users may access the

UKB Consortium

ACS Products from remote sites. Others who are physically present at an Authorized Site may access the ACS Products but may not do so from locations outside of an Authorized Site ("Other Users").

c. Authorized Users will be recognized and authorized by their Internet Protocol ("IP") addresses. Grantee is responsible for providing valid IP addresses. The form of the IP addresses must be acceptable to ACS as defined on the IP Address and Site List Attachment. IP Ownership must be verifiable and IP addresses must be directly affiliated with Grantee. Only those IP addresses submitted by Grantee, listed on the Site List Attachment, and approved by ACS will have access to the ACS Products. If the Grantee(s) plan to use a Proxy Server or enable Virtual Private Network (VPN) access, such access must be registered with ACS and use an ACS-approved configuration.

d. Grantee shall exercise reasonable care and shall be responsible for all access control to ensure only Authorized Users and Other Users access the ACS Products for Permitted Use as defined herein. All usage/downloads of ACS content by Authorized Users and Other Users that gain access through the Grantee's firewall, proxy servers and other gateways for users authorized via the ACS Approved IP addresses listed on the Site List Attachment will be factored into the Grantee's Access Fee. Grantee agrees to notify Authorized Users and Other Users of the relevant conditions for accessing ACS Products. Grantee further agrees to notify ACS promptly upon learning of any violations of this Agreement by Authorized Users and Other Users and will cooperate with the ACS in investigating any such violations or unauthorized uses and in taking reasonable steps to prevent a recurrence.

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6. PROHIBITED USES

a. Except as provided in Permitted Uses herein, Grantee, its Authorized Users and Other Users agree not to forward, transfer, sell, rent, or otherwise knowingly distribute or provide access to the ACS Products or any portions thereof, to any third party. Individual articles, individual book chapters, proceedings, Reagent Chemicals monographs or other individual items from the ACS Products and other information obtained under this Agreement may not be used for fee-for-service purposes such as document delivery, except under a separately negotiated transactional agreement. The ACS Products may not be used to supply single articles, individual book chapters, proceedings, Reagent Chemicals monographs, or other individual items to ILL requesters that are employed by a commercial organization or by a library that belongs to a for-profit company without prior written approval of ACS.

b. Authorized Users and Other Users may not use ACS Products to support work performed on behalf of any commercial entity other than the Grantee. Grantee agrees to take all reasonable measures to ensure proper use of ACS Products by Authorized Users and Other Users, and agrees to remedy identified cases of prohibited use.

c. Authorized Users and Other Users may not modify, alter, or create derivative works of the materials contained in the ACS Products without prior written permission from ACS. Indexing, by human or machine means, aggregating, data mining, peer-to-peer (or similar) file-sharing are all prohibited uses unless an institution concludes a specific, separate agreement with ACS to do so. Authorized Users and Other Users may not use illustrations or other graphic excerpts or abstracts without a complete citation and the inclusion of a persistent URL link to the appropriate material within ACS Products.

d. Individual articles, book chapters, Reagent Chemicals monographs, and other individual items from the ACS Products that include information obtained as a result of access to the ACS Products are not to be systematically downloaded, re-published in any media, print or electronic form. Individual articles, book chapters, Reagent Chemicals monographs, or other individual items from the ACS Products may not be downloaded in aggregate quantities or centrally stored for later retrieval.

e. Grantee acknowledges that ACS may prevent Grantee, its Authorized Users and Other Users from using, implementing, or authorizing use of any computerized or automated tool or application to search, index, test, or otherwise obtain information from ACS Products (including without limitation any "spidering" or web crawler application) that has a detrimental impact on the use of the services under this Agreement. Grantee agrees to assist ACS in correcting unauthorized use of such methods or applications and acknowledges that ACS may from time-to-time implement tools or other controls on the ACS Products to regulate or restrict use of computerized or automated applications that are used to search, index, test, or obtain information from the ACS Products. ACS acknowledges that Grantee may not be able to prevent its Authorized Users and Other Users from using such methods or applications.

f. Grantee is required to notify ACS of any infringements of copyrights or unauthorized use of which they become aware. Grantee will cooperate with the ACS in investigating any unauthorized uses and in taking reasonable steps to prevent a reoccurrence.

7. TRIAL AND/OR NEW SUBSCRIPTIONS

Grantee may from time to time during the Term of this Agreement desire access to other ACS products and/or services not identified in this Agreement as ACS Products, either for a limited, trial period ("Trial Subscription") to determine its usefulness or suitability to Grantee or for changes to the list of ACS Products for the remainder of the Term of this Agreement. Similarly, Grantee may from time-to-time during the term of this Agreement desire access to other ACS products and/or services through the Metered Access Plan (MAP). Grantee's access to and use of any and all such additional ACS products and/or services shall be subject to and governed by all applicable Terms and Conditions of this Agreement.

8. ACCESS

a. ACS shall use reasonable commercial efforts to provide continuous availability of ACS Products through the Internet. It is understood that availability will be subject to periodic interruption due to maintenance of the server(s),

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installation or testing of software, loading new information files, and downtime related to equipment or services outside the control of ACS including public and private telecommunications services or Internet nodes or facilities. ACS shall not be liable for any delay, downtime, transmission error, software or equipment incompatibilities, force majeure or other failure of performance.

b. Except for termination for cause, upon request at the time of cancellation or expiration of this Agreement, Grantee will be provided access to the ACS Products from the ACS Web Editions and ACS Division Proceedings Online published during Grantee's subscribed access period only. Upon cancellation of all or part of subscribed access, Grantee may retain digital access rights to only those journals that were subscribed to and published during the time the Grantee had an active, paid subscription to ACS Web Editions. Such digital access rights shall be contingent upon payment of an annual post-cancellation platform maintenance fee. *Chemical & Engineering News*, *Journal of Chemical Education*, Back-file or Archive products, eBooks, or content acquired via ACS Articles on Command, ACS Metered Access, and ACS Lab Packs have no post cancellation rights. Agreements that terminate through cause or default have no post cancellation rights under this program. The contents of ACS Division Proceedings Online will be made available for all years in which the Grantee was a paid subscriber to ACS Division Proceedings Online. Upon cancellation of ACS Products, no additional service will be provided save the aforementioned options for the ACS Web Editions.

c. ACS will make reasonable efforts to maintain the legacy archive of journal articles published in PDF format between 1879 and 1995. In the event that it proves commercially unreasonable for ACS to maintain the ongoing availability of the PDF legacy archive, ACS, in consultation with its Customer Advisory Panel, will make a conservation copy of the archive available through an acceptable repository to institutions that have access via a separate agreement.

d. ACS will make reasonable efforts to maintain the ACS Symposium Series Archive, Current Editions of the Symposium Series, and other similar eBook published content, online published in PDF and/or HTML format. In the unlikely event that it proves commercially unreasonable for ACS to maintain the ongoing availability of the content, ACS, in consultation with its Customer Advisory Panel, will make a conservation copy of the ACS Symposium Series Archive and Current Editions of the Symposium Series online available through an acceptable repository.

e. ACS agrees to provide Grantee COUNTER compliant or, in the event that COUNTER is superseded by another reporting standard, comparable usage reports via a self-service web site on a monthly basis for applicable ACS Products subscribed to by Grantee under this Agreement.

9. DISPUTES

The Parties agree to enter into negotiations to resolve any controversy, claim or dispute ("Dispute") arising under or relating to this Agreement. The Parties agree to negotiate in good faith to reach a mutually agreeable resolution of such dispute within ten (10) days of written notice of the dispute or such other time period as ACS and Grantee mutually agree. If the dispute is not timely resolved, the Parties agree, on request of either Party, to resolve the dispute by binding and final arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The arbitration shall take place in the District of Columbia, USA. The arbitrator(s) shall be bound to follow the provisions of this Agreement in resolving the dispute, and may not award specific performance or punitive damages. The decision of the arbitrator(s) shall be final and binding on the Parties, and any award of the arbitrator(s) may be entered or enforced in any court of competent jurisdiction. The Parties agree that the conduct and results of the arbitration will be kept confidential except as required by law. Notwithstanding anything in this Section to the contrary, disputes in which there is a claim for injunctive relief or other equitable remedy, including specific performance, may be brought in any court having competent jurisdiction throughout the world.

10. TERMINATION

a. **Termination for Default.** If either party breaches a term of this Agreement, the other may send written notice of the breach, including a reasonable cure period of not less than seven (7) business days. If the breach is not cured within that time, or if the Parties do not reach a satisfactory agreement on extending the cure period, then the non-breaching party may terminate this Agreement effective immediately upon written notice. In the event Grantee wishes to restore access after a termination for default, if the reduced access period is less than ninety (90) days, there will be no reduction in Grantee's current subscription price. If the Grantee is reinstated after ninety (90) days access cancellation, the Grantee shall be required to pay a \$500 service charge prior to reinstatement. Once Grantee's account is in good

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standing, ACS will provide Grantee with a prorated credit for its following year's subscription fee equivalent to the reduced or terminated access period.

b. **Termination for Convenience.** Either party may cancel this Agreement at any time by providing the other party with sixty (60) days prior written notice. In the event of such a termination by Grantee, Grantee shall not receive a pro-rated refund of the unused Access Fee, and in the event of such a termination by ACS, Grantee shall be entitled to receive a pro-rated refund of the unused Access Fee.

11. COPYRIGHTS; OTHER INTELLECTUAL PROPERTY RIGHTS

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The names "American Chemical Society," "ACS" and the titles of the journals and other ACS Products are trademarks of ACS.

12. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

ACS warrants that it is entitled to grant this Agreement. EXCEPT AS SET FORTH IN THE PRECEDING SENTENCE, ACS MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE ACS PRODUCTS INCLUDING THEIR QUALITY, ORIGINALITY, SUITABILITY, SEARCHABILITY, OPERATION, PERFORMANCE, COMPLIANCE WITH ANY COMPUTATIONAL PROCESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ACS SHALL NOT BE LIABLE FOR: EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT GRANTED HEREUNDER, THE USE OR INABILITY TO USE ANY ACS PRODUCT, ACS'S PERFORMANCE UNDER THIS AGREEMENT, TERMINATION OF THIS AGREEMENT BY ACS OR THE LOSS OF DATA, BUSINESS OR GOODWILL EVEN IF ACS IS ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF ACS OUT OF ANY BREACH OR TERMINATION OF THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY GRANTEE FOR ACCESS TO ACS PRODUCTS FOR THE CURRENT YEAR IN WHICH SUCH CLAIM, LOSS OR DAMAGE OCCURRED, WHETHER IN CONTRACT, TORT OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, DUE TO NEGLIGENCE. The foregoing limitations and exclusions of certain damages shall apply regardless of the success or effectiveness of other remedies. No claim may be made against ACS unless suit is filed within one (1) year after the event giving rise to the claim.

13. GRANTEE'S AUTHORIZATION

In the event this Agreement is for a Consortium, Grantee represents and warrants that it has the right to enter into this Agreement on behalf of each and every one of the Consortium members. Grantee shall be responsible for compliance with all terms and conditions of this Agreement by all Consortium members and by all Authorized Users and Other Users. In the event this Agreement is not for a consortium, the undersigned represents and warrants that he/she has the right to enter into this Agreement on behalf of the Grantee.

14. COPYRIGHT INDEMNIFICATION

ACS shall defend, indemnify and hold Licensee harmless from all damages, costs, fees (including reasonable attorney's fees) resulting from any judgment or settlement agreement arising out of the claim by a third party that Licensee's use of the ACS Web Editions, as permitted herein, constitutes an infringement of any the copyright or other proprietary or intellectual property rights of any third party. Licensee shall give prompt notice of an infringement claim to ACS, provide such cooperation and assistance to ACS as is reasonably necessary to defend the claim, and shall allow ACS to have sole control of the defense, provided, however, that Licensee retains the right to participate in the defense at

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its own expense. The foregoing indemnity obligation shall not apply with respect to any claim of infringement of materials contained in ACS Web Editions which have been modified by Licensee without the prior authorization of ACS.

15. GENERAL

This Agreement sets forth the entire understanding of the Parties and, except as provided herein, may not be modified without the express written consent of both Parties. The validity, construction and performance of this Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, USA without reference to its conflicts of laws principles. Grantee acknowledges that the delivery of the ACS Products will occur in the District of Columbia, USA. Grantee shall pay any taxes lawfully due from it, other than taxes on ACS's net income, arising out of Grantee's use of ACS Products and/or other rights granted under this Agreement. Grantee may not assign or transfer its rights under this Agreement without the express written consent of ACS.

16. ACCEPTANCE

Signing this Agreement constitutes acceptance by Grantee of the terms and conditions contained herein. Grantee warrants that it has read and understands this Agreement. ACS reserves the right to modify this Agreement at any time by posting the modified terms and conditions on the ACS Publications Web site. Any use of ACS Products after such posting shall constitute acceptance of the terms and conditions as modified.

ACCEPTED:

I have read and agree to adhere to and abide by all the terms and conditions of this Agreement.

Grantee (Customer name): SURFmarket

Authorized Signature: _____



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Attachment A: ACS Electronic Journal Collection List

This agreement covers the following ACS electronic products:

ACS Division Proceedings Online	Chemical & Engineering News Online
ACS Legacy Archives	Journal of Chemical Education
ACS Web Editions	Reagent Chemicals Online

Current Web Edition subscriptions to the following journals:

Accounts of Chemical Research	Industrial & Engineering Chemistry Research
ACS Applied Materials & Interfaces	Inorganic Chemistry
ACS Catalysis	Journal of Agricultural and Food Chemistry
ACS Chemical Biology	The Journal of the American Chemical Society
ACS Chemical Neuroscience	Journal of Chemical & Engineering Data
ACS Combinatorial Science	Journal of Chemical Information and Modeling
ACS Macro Letters	Journal of Chemical Theory and Computation
ACS Medicinal Chemistry Letters	Journal of Medicinal Chemistry
ACS Nano	Journal of Natural Products
ACS Synthetic Biology	The Journal of Organic Chemistry
ACS Sustainable Chemistry & Engineering	The Journal of Physical Chemistry A/B/C
Analytical Chemistry	The Journal of Physical Chemistry Letters
Biochemistry	Journal of Proteome Research
Bioconjugate Chemistry	Langmuir
Biomacromolecules	Macromolecules
Chemical Research in Toxicology	Molecular Pharmaceutics
Chemical Reviews	Nano Letters
Chemistry of Materials	Organic Letters
Crystal Growth & Design	Organic Process Research & Development
Energy & Fuels	Organometallics
Environmental Science & Technology	

ACS Division Proceedings subscriptions to the following divisions:

Polymer Chemistry	Polymeric Materials: Science & Engineering
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Attachment B: Customer Information and Authorized Sites

Customer or Consortium Name	UKB Consortium
Name Of Sales Agreement Administrator:	SURFmarket
Address (Street, City, State, Postal Code)	Radboudkwartier 217
Phone Number:	
E-mail:	
Subscription Agent Used (if applicable)	n/a
Agent Contact (Name/Telephone/Email)	n/a
Accounting Contact (Name/Telephone/Email)	
Usage Statistics Contact (Name/Email)	

Important: Web orders cannot be processed without an e-mail address of contact person. Administrator will be notified by e-mail within 5 days of receipt of completed Agreement that account has been activated. Full Payment must be received within 30 days of invoicing.

Site Information: List the full name and address of all organization locations that will participate in the Agreement, with their ACS Account numbers, if available. Attach additional copies of this sheet if necessary.

***IP Address Note:** Please list digits that are separated by periods. Example: IP address 123.456.7*. IP Address should specify the first two groups of digits (Level B address), or the first three groups of digits (Level C address), or may specify the complete IP address of the Proxy server(s) handling the Authorized Sites. Please designate Proxy Servers as such.

Attachment B: Customer Information and Authorized Sites

ACS Acct No	Institute	Address	IP First	IP Last
2150751	Erasmus Universiteit Rotterdam	Burgemeester Oudlaan 50 ROTTERDAM 3062 PA		
2316155	Radboud Universiteit Nijmegen	Erasmuslaan 36 NIJMEGEN 6525 GG		
2316157	Rijksuniversiteit Groningen	Broerstraat 4 GRONINGEN 9712 CP		
2316156	Technische Universiteit Delft	Prometheusplein 1 DELFT 2628 ZC		
2271078	Technische Universiteit Eindhoven	Den Dolech 2 EINDHOVEN 5612 AZ		
2316159	Universiteit Leiden	Witte Singel 27 LEIDEN 2311 BG		
2325960	Universiteit Maastricht	Grote Looiersstraat 17 MAASTRICHT 6211 JH		
2304923	Universiteit Twente	Drienerlolaan 5 ENSCHEDA 7522 NB		
2316158	Universiteit Utrecht	Heidelberglaan 3 UTRECHT 3584 CS		
2280756	Universiteit van Amsterdam	Singel 425 AMSTERDAM 1012 WP		
2316154	Vrije Universiteit Amsterdam	De Boelelaan 1103 AMSTERDAM 1081 HV		
2291758	Wageningen UR	Droevendaalsesteeg 2 WAGENINGEN 6708 PB		

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Attachment B: Customer Information and Authorized Sites

ACS Acct No	Institute	Address	IP First	IP Last
2247751	FOM-AMOLF	Science Park 104 AMSTERDAM 1098 XG		
2336136	Nederlands Instituut Oecologisch Onderzoek	Droevendaalsesteeg 10 WAGENINGEN 6708 PB		
	SURFmarket	Radboudkwartier 217 UTRECHT 3511 CJ		

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Attachment C: Schedule of Fees

UKB CONSORTIA

2012 PRICE and 2013, 2014 & 2015 Projected Price

Web Editions			2013	2014	2015
Acct No	Customer	Tier	Quote	Estimate	Estimate
			6%	3%	3%
2271078	TECH UNIV EINDHOVEN	5A H			
2280756	UNIV VAN AMSTERDAM	4A H			
2291758	WAGENINGEN UR	5A H			
2304923	UNIV TWENTE	4B H			
2316154	VRIJE UNIV AMSTERDAM	4A H			
2316155	RADBOUD UNIV NIJMEGEN	4A H			
2316156	TECHNICAL UNIV OF DELFT	4B H			
2316157	UNIV OF GRONINGEN	5A H			
2316158	UNIV LIB UTRECHT	4B H			
2316159	LEIDEN UNIV LIB	4B H			
2325960	Univ Maastricht	3B H			
2247751	Fom Inst Voor Atoom Molecuul	2B H			
2336136	Ned Inst Ecology Nioo Knaw	1B H			
TOTAL			\$767,571	\$799,537	\$832,173
Legacy Archives			2013	2014	2015
Acct No	Customer	Tier	Quote	Estimate	Estimate
2271078	TECH UNIV EINDHOVEN	5A H			
2280756	UNIV VAN AMSTERDAM	4A H			
2291758	WAGENINGEN UR	5A H			
2304923	UNIV TWENTE	4B H			
2316154	VRIJE UNIV AMSTERDAM	4A H			
2316155	RADBOUD UNIV NIJMEGEN	4A H			
2316156	TECHNICAL UNIV OF DELFT	4B H			
2316157	UNIV OF GRONINGEN	5A H			
2316158	UNIV LIB UTRECHT	4B H			
2316159	LEIDEN UNIV LIB	4B H			
2325960	Univ Maastricht	3B H			
2247751	Fom Inst Voor Atoom Molecuul	2B H			
2336136	Ned Inst Ecology Nioo Knaw	1B H			
TOTAL			\$34,130	\$36,992	\$38,842

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Attachment C: Schedule of Fees

Other Products			2013	2014	2015	2013			TOTALS
Acct No	Customer	Tier	Quote	Estimate	Estimate	Proceedings	CEN	JCE	
2271078	TECH UNIV EINDHOVEN	5A H							
2280756	UNIV VAN AMSTERDAM	4A H							
2291758	WAGENINGEN UR	5A H							
2304923	UNIV TWENTE	4B H							
2316154	VRIJE UNIV AMSTERDAM	4A H							
2316155	RADBOUD UNIV NIJMEGEN	4A H							
2316156	TECHNICAL UNIV OF DELFT	4B H							
2316157	UNIV OF GRONINGEN	5A H							
2316158	UNIV LIB UTRECHT	4B H							
2316159	LEIDEN UNIV LIB	4B H							
2325960	Univ Maastricht	3B H							
2247751	Fom Inst Voor Atoom Molecuul	2B H							
2336136	Ned Inst Ecology Nioo Knaw	1B H							
Total			\$12,190	\$13,009	\$13,662	\$1,350	\$4,710	\$7,065	\$13,125

TOTALS			2013	2014	2015
Acct No	Customer	Tier	Quote	Estimate	Estimate
2271078	TECH UNIV EINDHOVEN	5A H			
2280756	UNIV VAN AMSTERDAM	4A H			
2291758	WAGENINGEN UR	5A H			
2304923	UNIV TWENTE	4B H			
2316154	VRIJE UNIV AMSTERDAM	4A H			
2316155	RADBOUD UNIV NIJMEGEN	4A H			
2316156	TECHNICAL UNIV OF DELFT	4B H			
2316157	UNIV OF GRONINGEN	5A H			
2316158	UNIV LIB UTRECHT	4B H			
2316159	LEIDEN UNIV LIB	4B H			
2325960	Univ Maastricht	3B H			
2247751	Fom Inst Voor Atoom Molecuul	2B H			
2336136	Ned Inst Ecology Nioo Knaw	1B H			
TOTAL			\$814,826	\$850,310	\$885,487

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