This Agreement is entered into as of the ___ th day of December, 2011 by and between:

The American Physical Society (APS), with offices at One Physics Ellipse, College Park, MD 20740, acting on its own behalf (the Publisher) whose journals are listed in Appendix A;

And the Univ of Wollongong (“The Participating Institution” or “Institution”), of the Council of Australian University Librarians, CAUL Consortium with offices in the Serials Library, Locked Bag 8813, South Coast Mail Centre, New South Wales, NSW AUL 2521.

WHEREAS, APS and The Participating Institution agrees it is desirable to allow Authorized Users, as defined below, to have access to the online version of the Publisher’s titles.

THEREFORE, the parties agree as follows:

1. SCOPE AND COVERAGE

   a. The journals covered by this Agreement are the electronic version of those titles to which Univ of Wollongong (“Institution”) subscribes and any additional titles that APS agrees to include with payment of subscriptions and joining fees.

   b. APS warrants that this Agreement applies to its own titles listed in Appendix A.

   c. The Participating Institution is authorized to act on behalf of its Authorized Users (IPs listed in Appendix B) with regard to this Agreement. The Participating Institution acknowledges responsibility for enforcing the terms and conditions set forth herein.

2. AUTHORIZED USERS

   APS grants the Participating Institution and its Authorized Users online access to journal titles listed in Appendix A. This grant extends only to the Participating
Institution and its Authorized Users and may not be transferred or extended to others. For purposes of this Agreement, “Authorized Users” means the employees and contractors officially affiliated with the Institution and persons with legal access to its Agency collections and facilities on-site. The Participating Institution warrants and represents that common and reasonable methods will be used to inform Authorized Users of general terms and conditions for the use of the Licensed Material that are consistent with this Agreement.

3. IP ADDRESSES

Authorized Users will be recognized and authorized by their Internet address. IP addresses and/or address ranges for the Participating Institution and its Authorized Users are indicated in Appendix B.

4. PERMITTED USE

a. The Authorized Users are permitted online access to the Licensed Material listed in Appendix A, and may download, save, or print text, search results, or other information from the Licensed Material solely for their private use or research and may only use this online access in a way that conforms with all applicable laws and regulations.

b. The Publisher grants the permission to use brief quotations from the content of the online journals with the customary acknowledgment of the source, and to copy and transmit content from individual articles in “person-to-person” and non-systematic scholarly exchanges of information between Authorized Users and specific individuals.

c. The Participating Institution agrees that use of the licensed material by Authorized Users other than indicated above is a violation of the terms of this Agreement. Any other use of the Licensed Material requires the written permission of the copyright holder.

1. Only a hard copy printed from the electronic files of the Licensed Material may be supplied to another library, by mail, fax, or Ariel. Under no circumstance may an APS-prepared electronic article file be transmitted in digital form by a Member library to a non-Member library or to any other person or institution.

5. USAGE STATISTICS

COUNTER-compliant usage reports are available via APS Platform. The Participating Institution can register at http://counter.aps.org/. For more information, visit the
6. PROHIBITIONS ON CERTAIN USE

a. The Participating Institution shall not knowingly permit anyone other than Authorized Users to use the Licensed Materials. Altering, recompiling, systematic or programmatic copying, reselling, redistributing, publishing or republishing (beyond the uses permitted under Section 4) of any journal text, output, search result, or other information from the Licensed Material, or any portion thereof, including without limitation, copyright, proprietary and/or other legal notices contained therein, in any form or medium is prohibited.

b. Systematic or programmatic downloading of the Licensed Material (for example, downloading entire journal issues), service bureau redistribution services, printing for fee-for-service purposes and/or the systematic making of print or electronic copies of individual titles for transmission to persons other than Authorized Users are prohibited. Downloading portions of the Licensed Material for the purpose of creating systematic and persistent local copies (not including transient, dynamic caches of individually requested material) for redistribution is prohibited.

c. All rights not expressly granted herein are reserved to the stated Publisher of the Licensed Material. The Authorized Users may not circumvent APS, access control systems or use APS systems or services to make an attempt to gain unauthorized access to any other system or network.

d. Authorized Users shall not redistribute the Licensed Material or any article therein to a country to which export is prohibited by U.S. law or regulation.

7. DURATION OF AGREEMENT

a. This Agreement is for the period January 1, 2012 - December 31, 2012, and becomes effective upon receipt by APS of the Agreement signed by an authorized agent and receipt of payment for Subscriptions and Joining Fees as defined in section 7 and listed in Appendix C.

b. This Agreement will terminate:

1) Following thirty (30) days prior written notice that any term or condition of this Agreement is violated for any reason, knowingly or unknowingly, provided that violation is not remedied with all reasonable haste upon notification. The foregoing notwithstanding, APS reserves the right to suspend access to any individual IP address
or address range immediately upon detecting a breach of this Agreement by a person or persons at the IP addresses in question. APS will use reasonable efforts to notify the Participating Institution as soon as possible, by sending e-mail to the authorized agent address included in this Agreement.

2) No later than March 1 of any year of the Agreement if APS has not received the subscription and joining fee payment as outlined in 8.a.

8. FEES AND PAYMENT

a. The Participating Institution agrees to maintain and pay for the required subscriptions and applicable joining fees as outlines in Appendix C for the duration of the license.

Any Institution may convert from print and online to online only format. Also, any Institution may convert Physical Review All plus Physical Review Letters plus Reviews of Modern Physics to an APS-All Subscription (PRALL+PRL+RMP to APSALL) during the term of the license.

b. Upon payment, APS will provide online access to all of the journals listed on Appendix A. The fee is payable after receipt of an invoice. APS prices reflect current and future APS Open Access initiatives and no further price adjustments will be made during the term of this agreement. Only the following adjustments may be made:

1. The print copy of any journal received by a given Site may be added for a percentage of the subscription price for that title, plus mailing cost (if applicable). See http://librarians.aps.org/institutional.html for 2012 Print Add On prices.

2. The Participating Institution may submit the IP addresses of additional sites throughout the license period for APS approval, such approval not to be unreasonably withheld. APS may take account of any current or prior subscriptions to the Publishers’ journals at such sites and adjust the Joining Fee accordingly.

3. A new title, not initially included in the Licensed Materials listed in Appendix A, may be added to this Agreement at any time, at a price to be agreed upon by the Publisher and the Licensee.

4. If any journal in Appendix A ceases publication or is withdrawn by a Publisher from the APS Platform, or if APS is unable to provide continued access to any title during the term of this Agreement, the
Institution’s annual subscription payments and/or joining Fee may be adjusted by agreement between APS and the Participating Institution.

c. The Participating Institution agrees that, with the exceptions listed above, there will be no other reductions or adjustments in the License Fee for the duration of this Agreement.

9. COPYRIGHT

The Licensed Material and their contents, including abstracts, are copyrighted by the American Physical Society. This material is subject to all applicable copyright, database protection and other rights of the stated owner and Publisher under the laws of the United States and other countries. Copyright notices in the Licensed Material and its articles may not be removed, obscured, or modified in any way. Unauthorized copying or redistribution of any content licensed herein is a violation of copyright laws.

10. FAILURE OF PERFORMANCE

APS will provide service through the APS Platform, respectively, 24 hours a day, 365 days a year. APS will announce to subscribers any planned downtime necessary for service upgrades, and will always seek to minimize the length and effect of such downtime. APS, however, will not be liable for any delay, transmission error, software or equipment incompatibilities, force majeure or other failure of performance. APS will use all commercially reasonable efforts to correct any material performance problem brought to its attention as quickly as possible and may suspend performance pending such correction.

11. ARCHIVAL RIGHTS OF CONSORTIUMS

APS will use reasonable efforts to maintain an archive of its entire electronic journal content. In particular, APS maintains three complete and continuously updated mirror sites for all of its content from the present back to 1893, distributed widely across the United States, and also deposits the full APS content with Portico. Current members of consortia have full access to the APS online archive, but maintain no automatic rights of access after their consortia membership ends.

12. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY; INDEMNIFICATION

a. THE APS WILL MAKE REASONABLE EFFORTS TO ENSURE THAT APS ONLINE JOURNALS ARE COMPLETE AND ACCURATE. HOWEVER, THE APS
DOES NOT WARRANT THEIR COMPLETENESS OR ACCURACY, AND DOES NOT WARRANT THAT CONSORTIUM’S OR ITS MEMBERS ACCESS TO APS ONLINE JOURNALS WILL BE UNINTERUPTED OR ERROR-FREE, OR THAT THE RESULTS OBTAINED WILL BE USEFUL OR WILL SATISFY CONSORTIUM’S REQUIREMENTS.

b. THE APS WARRANTS THAT IT IS ENTITLED TO GRANT THE LICENSES GRANTED IN THIS AGREEMENT, BUT MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

c. THE CONSORTIUM AND MEMBERS SHALL BE PERMITTED TO ACCESS APS ONLINE JOURNALS AT ANY TIME. THE APS, HOWEVER, SHALL NOT BE LIABLE FOR ANY DELAY, DOWN TIME, OR OTHER FAILURE OF PERFORMANCE, BUT SHALL USE REASONABLE EFFORTS TO CORRECT ANY MATERIAL PERFORMANCE PROBLEM BROUGHT TO ITS ATTENTION.

d. THE APS SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SUBSCRIPTION. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF APS FOR ANY CLAIMS, LOSSES, OR DAMAGES ARISING OUT OF A TERMINATION OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, INCLUDING WITHOUT LIMITATION DUE TO NEGLIGENCE, EXCEED THE TOTAL AMOUNT PAID BY MEMBER TO THE APS FOR THE SUBSCRIPTION DURING THE CURRENT SUBSCRIPTION YEAR IN WHICH SUCH CLAIM, LOSS OR DAMAGE OCCURRED, EVEN IF THE APS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL CLAIM, LOSS, OR DAMAGE. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

The Participating Institution and its Authorized Users assume sole responsibility for all use of the APS Platform and the Licensed Material by the Members and by each Authorized User.

e. The Participating Institution and its Authorized Users assumes the sole responsibility for all use of APS Online Journals through subscribing institution’s IP address.

f. In the event of abusive usage of the online access threatens the integrity and effectiveness of the APS online distribution system, the APS has the right to discontinue access immediately and inform the Consortium of the abuse. Online access will be restored as soon as practical after the abuse is corrected.
g. The Participating Institution and its Authorized Users accepts the responsibility to conform to and abide by the above terms and conditions of this Agreement. The Consortium further agrees to inform Members of the general terms and conditions of this Agreement, of the proper use of APS platform and the titles listed in Appendix A, and of the limitations on their use of the Licensed Material. In the event of suspected violation of this Agreement, The Consortium agrees to make all reasonable efforts to work with APS, or its vendor, to identify the source of any violation and take appropriate remedies, as quickly as possible and in accordance with the policies and regulations of this agreement.

The Participating Institution is responsibility for the activities of any individual Authorized User of APS Platform and the Licensed Material covered by this Agreement.

Technical Support:
E-mail: help@aps.org

13. GENERAL

This Agreement along with any written purchase order constitutes the entire agreement and supersedes any prior communication or agreement between the parties with respect to the subject matter hereof. The headings used in this Agreement are for convenience only and are not to be considered in construing the terms of this Agreement. Subject to termination under Section 6, this Agreement may be amended by consent of both parties via written modification. The Consortium may not make any changes to this Agreement without written consent of APS.

The Consortium may not assign or transfer its rights under this Agreement. The provisions of Sections 2, 4, 5, 8, 9, 10, 11 and 12 hereof shall survive any expiration or termination of this Agreement.
I have read and agree to adhere to and abide by all the terms and conditions stated above, and I certify that I am authorized to sign this Agreement as a Participating Institution of the Council of Australian University Librarians, CAUL Consortium.

For the Participating Institution

Name:
Title:
Account: UN411276
Univ of Wollongong
Serials Library
Locked Bag 8813, South Coast Mail Centre
New South Wales, NSW AUL 2521

Signature _________________________
Date ____________________________

For the American Physical Society

Barbara Hicks, Associate Publisher
American Physical Society
One Physics Ellipse
College Park, MD 20740
Phone 301 209 3202
Fax 301 209 0844

Signature _________________________
Date ____________________________

Please mail the completed and signed Agreement to:

American Physical Society
One Physics Ellipse
College Park, MD 20740
Attn: Anita Wiley
E-mail: wiley@aps.org
Phone: +1-301-209-3209

APS Technical Support:
E-mail: help@aps.org
APPENDIX A

Journal Titles
Owned & Copyrighted by the American Physical Society Titles

Included in the Council of Australian University Librarians, CAUL Consortium

(All Journal Content is Online Only Format)

Physical Review A
Physical Review B
Physical Review C
Physical Review D
Physical Review E
Physical Review Letters
Reviews of Modern Physics
Physical Review Online Archive (PROLA)
Physical Review X (Open Access)
Physical Review Special Topics – Accelerators and Beams (Open Access)
Physical Review Special Topics – Physics Education Research (Open Access)
Physics –(Open Access)

URL: http://publish.aps.org
APPENDIX B
Institutional IP Addresses/Ranges

Participating Institution Name

Account: UN411276
Univ of Wollongong
Serials Library
Locked Bag 8813
South Coast Mail Centre
New South Wales
NSW, AUL 2521

Technical Contact:
APPENDIX C (page 1 or 2)

List of Subscriptions and Fees Required by this Agreement  
For the  
Council of Australian University Librarians, CAUL Consortium  
Term: January 1, 2012 - December 31, 2012

The 2012 Annual percentage increases set by the APS Board and Council by Tier for Subscriptions are as follows:

- Tier 1  2%
- Tier 2  3%
- Tier 3  5%
- Tier 4  6%
- Tier 5  6.5%

2012 APS Joining Fee:

- If a member institution’s total APS subscription revenue spend in year 2012 exceeds USD 20,000, no joining fee is required.
- Members subscribing to an APS ALL or PR ALL+PRL+RMP will not need to pay an additional fee.
- Non-subscribing institutions must pay an annual joining fee of USD 2,250.
- If a member institution's total APS subscription revenue spend in year 2012 is less than USD 5,000, the institution pays an annual joining fee of USD 2,250.
- If a member institution’s total APS subscription revenue spend in year 2012 is between USD 5,000, and USD 10,000, the institution pays an annual joining fee of USD 1,500.
- If a member institution’s total APS subscription revenue spend in year 2012 is between USD 10,000, and USD 20,000, the institution pays an annual joining fee of USD 750.
APPENDIX C (page 1 or 2)

Term: January 1, 2012 - December 31, 2012

Account: UN411276
Univ of Wollongong – Tier 2

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<td>Reviews of Modern Physics Online</td>
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Total $15510 US Dollars

Licence still under discussion at 19/12/11