

## VISUAL ELEMENTS LICENCE AGREEMENT

This Agreement is made the [date] day of [month] 2005 between THE ROYAL SOCIETY OF CHEMISTRY located at Thomas Graham House, Science Park, Milton Road, Cambridge CB4 0WF, UK ("the RSC") of the one part AND [customer] located at [address] ("the Customer") of the other part.

Whereas:

- (a) The RSC has the right to license the use of a set of images providing graphical representations of the elements of and trends within the Periodic Table ("Visual Elements").
- (b) The Customer wishes to use image(s) from this set of images.

Now it is hereby agreed between the RSC and the Customer as follows:

### 1. Rights granted

- (a) In consideration of the payments hereinafter mentioned and subject to the terms and conditions herein contained the RSC hereby grants to the Customer a non-exclusive licence to use image(s) specified in Schedule A ("the Image") in the project specified in Schedule B ("the Project").
  - (b) The Image may not be further sub-licensed, rented, leased, lent or re-sold, nor may any proprietary rights of any sort be claimed in the Image.
  - (c) The Image is licensed for the agreed specific, single use only and may not be used for any other purpose or in any other manner whatsoever without the advance written permission of the RSC.
- (a) For the duration of the Project the Customer is permitted to make the Image available to employees on an internal network configuration, or through secure remote access, provided no more than five (5) employees have access to the Image.
  - (b) The Customer shall permit only its employees to use the Image with the exception of third parties as described in 4(c).
  - (c) In order to complete the Project it may be necessary to supply a copy of the Image to a third party contracted to carry out work on behalf of the Customer. It is the responsibility of the Customer to ensure that this third party will make no use of the Image other than that connected with this Project and that the Image is either destroyed or returned to the Customer when the Project has been completed.

### 2. Fees payable

Subject to the terms and conditions set out in this Agreement the Customer shall make to the RSC the payments set out in Schedule C.

### 3. The Image

- (a) The RSC will provide the Image to the Customer in a mutually agreed format as specified in Schedule A.
  - (b) The Image may not be altered in any way, including without limitation additions, subtractions or adaptations, with the exception of cropping and such alterations of contrast, brightness and colour balance consistent with reproduction needs, as may be required.
  - (c) The RSC reserves the right, without prior notice, to remove the Image from the Visual Elements range and to replace the Image with another image.
  - (d) The RSC reserves the right, without prior notice, to alter the Image in the Visual Elements range.
- (d) You may retain one copy of the Image for back-up purposes to be used only if the original copy becomes damaged, defective or lost without means of recovery. All proprietary notices must be stored with the back-up copy.
  - (e) Except as specifically provided in this Agreement the Image may not be shared, copied or distributed, or posted on any web site.
  - (f) The Image may not be used or held in such a manner as to become available for distribution or downloading by third parties.
  - (g) The Image may not be used in any pornographic, defamatory, libellous, scandalous, fraudulent, immoral, infringing or otherwise unlawful use, nor may the Image be used in any manner that would damage the reputation of the RSC or Murray Robertson, the artist.
  - (h) The Image may not be used in the promotion of a product or service in such a way as to imply endorsement of that product or service by either the RSC or Murray Robertson.

### 4. Use of the Image by the Customer

## 5. Copyright and ownership

- (a) Copyright of and ownership in the Image reside with Murray Robertson. The RSC has been granted the sole and exclusive right and licence to produce, publish and further license the Image. A credit which reads 'Images © Murray Robertson 1999-2005' should appear close to the Image or in an appropriate credits context.
- (b) The Customer must notify the RSC of any unlicensed, improper or wrongful use of any Image of which the Customer becomes aware.

## 6. Termination of Agreement

- (a) If either party shall fail to observe or perform any one or more of its obligations hereunder, either party may request the other by notice in writing specifying the default to remedy the default (if remediable) within thirty (30) days of notice, and if such remedy has not been commenced within the said thirty (30) day period, or if no remedy is possible, either party may terminate this Agreement forthwith.
- (b) Termination of the Agreement for whatsoever reason shall be without prejudice to the right of the parties to claim damages for any previous breach. Waiver of any previous breach by either party shall not prevent subsequent enforcement of this Agreement by either party.
- (c) Upon termination, cancellation or expiration of this Agreement the Customer shall discontinue use of the Image and shall either return the Image to the RSC or delete it. Any copy of the Image made for back-up purposes or other purposes shall be deleted or erased.

## 7. Assignment

This Agreement may not be transferred or assigned to a third party by the Customer.

## 8. Warranties

The RSC will make every effort to supply the Image in a digital file of an appropriate size, quality and resolution to meet the needs of the Project.

However, except as stated otherwise in this Agreement, the Image is provided 'as is' without any representation or endorsement made and without warranty of any kind whether expressed or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a

particular purpose, non-infringement, compatibility, security and accuracy. The RSC makes no representations whatsoever about the suitability of the Image for any purpose.

## 9. Liability

In no event shall the RSC be liable for any damages including, without limitation, indirect or consequential damages, or any damages whatsoever arising from use or loss of use, data or profits, whether in action of contract, negligence or other tortious action, arising out of or in connection with the use of the Image. Nor shall the RSC be in any event liable for any damage to your computer equipment or software which may occur on account of your access to or use of the Image, whether caused by a virus, bug or otherwise.

## 10. Entire contract

This Agreement constitutes the entire contract between the parties.

## 11. Severability

Any provision in this Agreement prohibited unlawful or unenforceable under any applicable law of any jurisdiction shall as to such jurisdiction be ineffective without affecting any other provision of this Agreement.

## 12. Alteration of Agreement

In the event that it proves necessary to amend this Agreement the RSC will supply the Customer with an updated version of this Agreement and the updated version will replace this one.

## 13. Notices

Any notice or request under this Agreement shall be sufficiently given or made by posting the same in a registered letter addressed to a party at the address set forth above or at any other address as one party may specify by notice to the other. Every such notice or request shall be deemed to have been given or made on the day on which the same would in the ordinary course of post be received by the addressee.

## 14. Force majeure

Neither party shall be responsible for any failure or delay in the performance of their obligations under this Agreement because of circumstances beyond their reasonable control.

## 15. Applicable law

This Agreement will be governed by and construed in accordance with the laws of England.

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

For and on behalf of  
**Customer**

\_\_\_\_\_  
[name]

\_\_\_\_\_  
Date

For and on behalf of  
**The Royal Society of Chemistry**

\_\_\_\_\_  
Sharon Bellard

\_\_\_\_\_  
Date

**Schedule A**

IMAGE

The Customer wishes to use the following Image from the Visual Elements range:

The Image will be supplied in the following format: \_\_\_\_\_

**Schedule B**

PROJECT

The Customer wishes to use the Image in the following Project:

**Schedule C**

PAYMENT

The Customer will make the following payments to the RSC in return for the granting of this licence.