

**THE ROYAL SOCIETY OF CHEMISTRY ("the RSC")**  
**Letter of Agreement**

**Advances in Photoelectrochemical Water Splitting; Energy and Environment Series**

The chapter is to be submitted to

by: **31<sup>st</sup> January 2017**

If the Author(s) does not own the copyright in the Chapter, state who the Owner is (giving name and address) and state why the Author(s) does not own the copyright in the Chapter (e.g. the Author(s) wrote the Chapter in the course of employment with the Owner).

All cases of republication/reproduction must be accompanied by an acknowledgement of first publication of the Chapter by the RSC in the form:

(original citation) – Reproduced by permission of The Royal Society of Chemistry

We have been informed by the Editor(s) that you have agreed to contribute a chapter ("the Chapter") to the above book ("the Work"), which is to be published by The Royal Society of Chemistry ("the RSC").

The following terms and conditions govern the contribution of the Chapter in the Work. If in the event there is more than one author of the Chapter these terms and conditions apply to all authors ("the Author(s)").

With regard to copyright in the Work, either:

- (i) the Author(s) own the copyright in the Work with full title guarantee; or
- (ii) the Author(s) does not own the copyright in the Work. The owner of the copyright in the Work is \*\*\*\* ("the Owner"). The Author does not own the copyright in the Work above as \*\*\* (e.g. the Author(s) wrote the Work in the course of employment with the Owner). The Author(s) undertakes that the Author(s) has consent of the Owner to carry out the activities under this Letter of Agreement.

If the Author(s) is the Owner then, where used below, "the Owner" means the Author(s).

### 1. Rights Granted

Subject to the terms and conditions herein contained, you grant to the RSC the exclusive right and licence throughout the world to edit, adapt, translate, reproduce and publish the Chapter in whole or in part in all editions, forms and media, including electronic media, in the English language and in any translations without limitation. This licence is for the full term of copyright in the Chapter throughout the world (including all renewals, extensions and reversions). This licence is freely transferable by the RSC and includes the right to sub-license. The RSC agrees that the copyright in the Chapter shall remain the property of the Owner.

### 2. Rights of the Author(s) and the Owner

- (i) The Author(s) and/or Owner may, without seeking permission from the RSC:
  - (a) reproduce/republish portions of the Chapter;
  - (b) adapt the Chapter and reproduce adaptations of the Chapter for any purpose other than the commercial exploitation of a Chapter similar to the original; and
  - (c) reproduce, perform, transmit and otherwise communicate the Chapter to the public in spoken presentations (including those which are accompanied by visual material such as slides, overheads and computer projections).
- (ii) Notwithstanding anything to the contrary contained in this Agreement:
  - (a) this Agreement shall take effect as a non-exclusive licence in respect of any parts of the Work as were written by an Author(s) in the course of employment by the British Government and copyright of such parts of the Work shall be reserved to the Crown; and/or
  - (b) this Agreement shall take effect only to the extent permitted by the laws of the United States of America if and to the extent that the Work or any part of the Work was written by an Author(s) in the course of employment by the United States Government.
- (iii) A written request must be submitted to the RSC for any other use than those specified in (i) and (ii) above.

### 3. Chapter Specification/Delivery of Work

- (i) The Chapter shall conform to a reasonable extent to the specifications set out below.
- (ii) The Chapter shall be prepared in accordance with the RSC's guidelines *Prepare & submit your manuscript* which are available at <http://www.rsc.org/journals-books-databases/book-authors/prepare-submit-book-or-chapter/> as may be amended from time to time.
- (iii) The Chapter shall be submitted to the Editor and in a form ready and fit for editorial processing or in any other form agreed with the RSC. Please note that the Owner and all Authors must have been informed of the full content of the Chapter at the time of submission.
- (iv) Should the Author(s) neglect to deliver the complete typescript and/or any illustrative and/or additional matter by the prescribed date (or by an extension mutually agreed in writing) the RSC may, if they so wish, decline in writing to publish the Chapter in which case this Agreement shall terminate with immediate effect, subject to the Author(s) not being at liberty to arrange for the publication of the Chapter elsewhere without first offering the complete typescript to the RSC on the terms of this Agreement.
- (v) The Author(s) agree to make any changes that the Editor may request in the Chapter to ensure that it conforms in size, content, and general plan with the requirements of the Work. The Chapter, as finally amended and marked for press, shall be subject to the Author(s)'s approval, such approval not to be unreasonably withheld or delayed.

### 4. Acceptance and Conditions of Acceptance and Approval

- (i) The Chapter will be offered by the Author(s) and, subject to the decision of the Editor and the terms of Clause 3, will be accepted for publication in the first edition of the Work only. However, the RSC shall have the right to include the Chapter in any subsequent revisions or editions of the Work on the terms set out below.
- (ii) The Editor shall have the final decision on the inclusion or omission of the Chapter in or from the first and any subsequent revisions or editions of the Work.
- (iii) The Author(s) will, if so required by the Editor, revise the Chapter for any new revision or edition of the Work and the Author(s) agree that such revised Chapter shall be subject to the terms and conditions herein generally stated. Any new edition or revision would be subject to a new Letter of Agreement.
- (iv) The RSC reserves the right to alter or to insist that the Author(s) alter(s) the text of the Chapter in such a way as may appear to the RSC appropriate for the purpose of removing or amending any passage which in the RSC's discretion may be considered objectionable or likely to be actionable at law, but any such alteration or removal shall be without prejudice.
- (v) The RSC reserves the right to reject the Chapter at any time if the RSC does not consider it suitable for publication, or if the RSC deems any of the clauses contained in this Agreement seem to have been breached. In the event that the RSC rejects the Chapter under this clause, this Agreement shall terminate with immediate effect.

### 5. Warranties

- (i) The Owner warrants to the RSC, on behalf of the Author(s), that:
  - (a) the Owner is the owner with full title guarantee of the copyright in the Chapter;
  - (b) the Chapter is original, except for material which is not copyright of the Owner which is reproduced by written permission of the copyright owner(s) and that the Chapter is in no way whatever a violation or infringement of any existing copyright or existing agreement (including contract of employment) or constitute any form of plagiarism);

(c) the Chapter will in no way whatsoever infringe any duty of confidence or duty to respect privacy or any right (including any moral right) of any person;

(d) it contains nothing obscene, indecent, defamatory or libellous, and that all statements contained therein purporting to be facts are true;

(e) any recipe, formula or instruction contained in the Work will not, if followed accurately, cause injury or illness to or damage the user;

(f) the Chapter is not in breach of Official Secrets Acts nor is in any other way unlawful; and

(g) the Author(s) is fully entitled to carry out all of its obligations under this Agreement, including having the consent of the Author(s) employers, if the Author(s) is in employment, to do so.

(ii) All warranties herein contained shall survive the termination of this Letter of Agreement.

## 6. Copyright Material

The Work shall not contain any textual or illustrative or other material taken from third party sources, except where the Author(s) has obtained written permission to reproduce in the Chapter in all territories and in all revisions, editions and forms (including, but not limited to, electronic), any illustration, table or extended quotation from any book or article which is not your copyright, from the copyright owner(s). The Author(s) shall forward to the Editor, on delivery of the Chapter, written evidence that all necessary permissions from the copyright owner(s) have been duly granted. The Author(s) shall bear the cost of supplying material which is not the copyright of the Owner including copyright fees.

## 7. Abstracts

The Author(s) shall write a summary (50-250 words) to accompany the Chapter. The summary shall set out briefly and clearly the main objects and results detailed in the Chapter and should give the reader a clear idea of the content of the Chapter. The summary should be essentially independent of the main text; however, names, partial names or linear formulae of compounds may be accompanied by the numbers referring to the corresponding displayed formulae in the body of the text. The summary should be provided in a separate file from the Chapter and not part of the body of the Chapter. The RSC shall be including the summary in the RSC eBook Collection to promote the content.

## 8. Inclusion of Author(s) Name

The RSC shall include the Author(s)'s name with due prominence on every print on paper and in any electronic form version of the Work published by the RSC and in all appropriate publicity material for the Work and shall impose a similar obligation in respect of any editions of the Work licensed by the RSC.

## 9. Moral Rights

The Author(s) hereby irrevocably waive any rights he/she may have under Chapter IV (moral rights) of Part I of the Copyright, Designs and Patents Act 1988 and any international corresponding rights in respect of the Work.

## 10. Proofs and Author's Corrections

(i) The RSC shall submit proofs of the Work to the Author(s) and the Author(s) shall read, check and correct all proofs and send them to the Editor within seven (7) days of their receipt, failing which the Editor and the RSC may consider the proofs as passed for press by the Author(s) and/or the Owner.

(ii) The Author shall not make any substantial or material additions or deletions to the content of the proofs without the prior approval of the RSC and the Editor.

(iii) If the cost of carrying out the Author(s)'s minor corrections, additions and deletions in the proofs (other than the correction of copy-editor's or printer's errors) are in excess of ten percent (10%) of the cost of origination, the Author(s) agrees to pay the excess amount, unless the RSC shall agree in writing to bear all or part of these charges.

## 11. Complimentary Copies

On publication the RSC shall present to the principal Author(s) one (1) complimentary copies. In addition, the Author(s) shall be entitled to purchase any further copies of the Work required for his/her personal use, and not for resale, at list price less thirty-five percent (35%) (or at purchase price to RSC Members, whichever is the smaller). The Author(s) shall also be entitled to purchase any book title published by the RSC, for personal use and not resale, at list price less twenty-five percent (25%).

## 12. Confidentiality

The Author(s) and the Owner shall keep strictly confidential all information which comes into their possession as a result of carrying out the activities specified herein which in any way relates to the business of the RSC. This obligation shall have no effect in relation to any such information which is (i) already lawfully in their possession at the time of its disclosure to him/her or (ii) public knowledge or becomes public knowledge other than by reason of breach of this Agreement by the Author(s) or (iii) obtained by them from a third party without any obligations of confidentiality and such third party is in lawful possession of such information or (iv) required to be disclosed by order of any court of competent jurisdiction or governmental authority. Such obligation of confidence shall survive the termination of this Letter of Agreement.

## 13. Data Protection

All parties shall ensure that any personal data as defined by the Data Protection Act 1998 ("DPA") provided by one party to another under this Letter of Agreement is processed in accordance with the DPA, (or, in the case of an Author, the equivalent legislation in the country in which the Author is based).

## 14. Termination

(i) The RSC may terminate this Letter of Agreement immediately by notice in writing if:

(a) the RSC rejects the Chapter under the terms of Clause 4 of this Letter of Agreement; and/or

(b) the Author(s) fails to deliver the Chapter in accordance with Clause 3 of this Letter of Agreement.

(ii) The author may terminate this Letter of Agreement upon providing not less than six (6) months' notice in writing to the RSC.

(iii) If either party shall fail to observe or perform any one or more of its obligations hereunder, the other party may request such party by notice in writing, specifying the default, to remedy the default (if remediable) within thirty (30) days of notice, and if such remedy has not been completed within the said thirty (30) day period, or if no remedy is possible, the notifying party may give notice to terminate this Agreement with immediate effect.

## 15. Consequences of Termination

(i) On termination of this Agreement (howsoever arising) all rights in the Work granted to the RSC under this Agreement shall revert to the Author without prejudice to:

(a) all rights of the RSC and any third party in respect of any agreement properly entered into by the RSC with such third party prior to the date of such termination;

(b) any claim which the Author(s) may have for monies due and/or damages and/or otherwise;

(c) The right of the RSC to continue to sell and distribute copies of the Work in all editions, all forms and media, including electronic media, in its possession, custody or control at the date of termination.

(ii) For the avoidance of doubt no compensation shall be paid to the Author(s) by the RSC following rejection of the Work under Clause 4.

(iii) Termination of this Agreement (howsoever arising) shall not affect the rights of any party accrued prior to termination and any provision of this Agreement which needs to survive termination of this Agreement in order to give full effect to its meaning shall do so.

## 16. Liability

(i) The Author shall indemnify the RSC against all and any liability, loss, damage, costs and expense of whatsoever nature incurred or suffered by the RSC or by any third party whether arising from any disputes contractual, tortious or other claims or proceedings which seek to recover loss and damage incurred pursuant to the Author's breach of Clause 6.

(ii) Neither party shall be liable to the other for any indirect, contingent, punitive or consequential damages, economic loss or loss of business opportunity, whether arising in contract, tort, negligence or breach of statutory duty.

## 17. Force Majeure

No party shall be responsible for any failure or delay in the performance of its obligations under this Letter of Agreement because of circumstances beyond its reasonable control.

## 18. Dispute Resolution

Should any dispute, controversy, claim or question arising out of or relating to this Agreement or the breach thereof, the parties agree to use best endeavours by means of good faith negotiations to resolve such dispute, controversy, claim or question to the satisfaction of the parties. In the event that the parties fail to do so, the parties shall

attempt to settle their dispute in accordance with the Publishers Association Informal Disputes Settlement Procedure.

#### 19. Binding Agreement

This Letter of Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, personal representatives, successors, and assigns in relation to Free Copies.

#### 20. Entire Agreement

(i) This Letter of Agreement embodies and sets forth the entire agreement and understanding of the parties and supersedes all prior oral or written agreements, understandings or arrangements relating to the subject matter of this Agreement. Neither party shall be entitled to rely on any agreement, understanding or arrangement which is not expressly set forth in this Agreement.

(ii) No change, alteration, or modification to this Letter of Agreement shall be valid unless made in writing and signed by duly authorised representatives of the parties.

(iii) No failure or delay on the part of any party hereto to exercise any right or remedy under this Letter of Agreement shall operate or be construed or as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case may be. The rights and remedies provided in this Letter of Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

#### 21. Severability

In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Letter of Agreement, but this Letter of Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

#### 22. Rights of Third Parties

The parties do not intend that any term of this Agreement shall be enforceable solely by the virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement save that a person who is a permitted successor to or assignee of the rights of a party is deemed to be a party to this Agreement and the rights of such successor or assignee shall be regulated by the terms of this Agreement.

#### 23. Assignment

(i) The Author(s) recognises that their engagement is personal and neither the Author(s) nor the Owner may assign or dispose of their rights or obligations under this Letter of Agreement without the prior consent of the RSC.

(ii) The RSC may assign, transfer, delegate or subcontract the benefit of this Agreement (or interest in this Agreement) to a third party

provided that the RSC shall procure that the assignee undertakes to observe and perform all of the obligations of the RSC under this Agreement.

#### 24. 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 in writing 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. Alternatively, notice by email may be given, if to the RSC to [books@rsc.org](mailto:books@rsc.org).

#### 25. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in all respects in accordance with the laws of England and the parties hereto hereby submit to the exclusive jurisdiction of the English courts in respect of any contractual and non-contractual disputes arising out of or in connection with this Agreement.

The Owner warrants that it has the right to sign on behalf of all Authors. The Owner should sign its name where indicated below and return a signed copy of the Letter of Agreement for signature by the RSC. Once fully signed the RSC shall send a fully signed copy of the Letter of Agreement to the Owner for its files.

We look forward to receiving the Chapter.

**SIGNED by the Owner or by someone duly authorised to sign for the Owner.**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Signed for and on behalf of The Royal Society of Chemistry:**

#### Responsibilities of the Author(s)

1. The Author(s) shall supply the typescript of the Chapter to the following specifications:

#### THE WORK

Editor:

Title:

Series:

#### THE CHAPTER

Author(s):

Chapter Title:

Colour: Yes

Length: Approximately 30 printed pages in a 234 x 156 (Metric Royal) format (calculated at 500 words per printed page with due allowance made for those pages containing illustrative material, structural formulae and/or tables).

2. The Author(s) shall obtain permission to reproduce material in the Chapter from other publications.

3. The Author(s) shall deliver the complete typescript of the Chapter to the principal Editor, S. David Tilley, by **31<sup>st</sup> January 2017**.

4. The Author(s) shall read, check and correct all proofs and return them to the principal Editor within seven (7) days of receipt.

5. On publication, the principal author shall be presented with one (1) complimentary copy.

Formatting instructions are available at <http://www.rsc.org/journals-books-databases/book-authors/prepare-submit-book-or-chapter/>