THIS AGREEMENT is made the 1st day of November 1999

BETWEEN

(1) IOP PUBLISHING LIMITED a company incorporated in England (registered number 467514) and having its registered office at Dirac House, Temple Back, Bristol BS1 6BE, United Kingdom ("IOPP"); and

(2) The Regents of the University of California, a non-profit academic institution, with its principal offices at The California Digital Library, 300 Lakeside Drive, 6th Floor, Oakland, CA 94612-3550, USA ("the Consortium").

RECITALS

(A) The Consortium is the duly authorised agent and representative of the member institutions listed in Schedule 1 (together “the Licensees”); and

(B) The Licensees currently subscribe to the printed versions of the publications listed in Schedule 2; and

(C) The publications to which the Licensees currently subscribe are available in electronic form from IOPP commencing with issues published in 1993; and

(D) IOPP has the right respectively to license and sell the electronic and printed forms of the publications listed in Schedule 2 ("the Publications"); and

(E) The Consortium wishes to obtain for the Licensees electronic access and print subscriptions to the Publications, commencing with the electronic form of the Publications from 1993 to 1999 inclusive and the printed form of the Publications for 1999, together with the right to purchase additional print subscriptions; and

(F) Under the terms of this Agreement IOPP agrees to provide electronic access to all of its journals to all Licensees and to provide print subscriptions to the Publications to subscribing Licensees throughout the Licence Period (as set out in Clause 5) in consideration of the maintenance of the Annual Licence Fee (together with any increases thereof) throughout the Licence Period.

1. RIGHTS OF LICENSEES - ELECTRONIC PUBLICATIONS

1.1. Subject to payment of the Annual Licence Fee set out in Clause 6 IOPP hereby grants to the Licensees and their employees, contract staff, faculty (permanent, temporary and visiting) and students (together “Authorised Users”) the non-exclusive right in relation to electronic versions of the Publications (subject to the restrictions set out in this Clause):

1.1.1. to access, retrieve, display and print off copies of the Publications solely for their scholarly, research, educational and personal use in accordance with the terms of this Agreement; and
1.1.2. to download the Publications on to the hard disk of the Authorised User's computer terminal or workstation; and

1.1.3. to store the Publications on the Authorised User's computer terminal or workstation; and

1.1.4. to print out copies of individual articles, chapters or other items, and to distribute such copies to other Authorised Users subject to the provisos set out in Clause 1.2.

1.2. The Licensees will in relation to the copying of any items by its Authorised Users as permitted by the provisions of this clause make reasonable endeavours to:

1.2.1. limit copying to making single copies of a reasonable number of individual items; and

1.2.2. not copy or download entire issues of a Publication; and

1.2.3. limit the distribution of copied items to distribution for the purpose of scholarly communication so long as such distribution is not made on a systematic basis.

1.3. Electronic access to the Publications by the Licensees will be permitted by IOPP:

1.3.1. in the first year of this Agreement within 2 working days of receipt by IOPP of the executed Agreement; and

1.3.2. in subsequent years of this Agreement subject to receipt by IOPP of the Annual Licence Fee by the last day of November in the year preceding the calendar year in respect of which payment is due.

1.4. Where Authorised Users gain electronic access to the Publications through means not subject to the authentication procedures set forth under Clause 3.11, the rights granted to such Authorised Users under Clause 1.1 will be limited to access to tables of contents and abstracts of articles and will not extend to the full text of articles (as is the case with IOPP's EJ remote service).

1.5. Licensees may include printed or electronic copies of items from the electronic form of the Publications:

1.5.1. in anthologies or course-packs for sale and/or distribution to Authorised Users for use in connection with courses or classroom instruction provided by a Licensee; and

1.5.2. in reserves set up by the Licensees' libraries for access by Authorised Users in connection with courses provided by a Licensee

provided that any electronic copies included in such anthologies, course-packs or reserves are removed or deleted by the Licensees at the end of the semester or term in which the relevant course concludes.
1.6. Where Licensees' libraries provide public access to electronic publications the Licensees may allow access to and copying from the electronic form of the Publications by members of the public subject to the terms of this Agreement provided that such access and copying is conducted:

1.6.1. solely for their scholarly, research, educational and personal use; and

1.6.2. by means of computer terminals or workstations located at a Licensee’s library facility and not by any form of proxy server or remote access to the Licensee’s systems or facilities.

2. RIGHTS OF LICENSEES - PRINTED PUBLICATIONS

2.1. For the duration of the Licence Period (as defined in Clause 5) IOPP will provide to each of the subscribing Licensees one or more copies of each issue of the subscribed Publications as listed in Schedule 2.

2.2. If any Licensee wishes to subscribe to a printed copy of a publication which is not a publication subscribed to under this Agreement, the Licensee may subscribe to the publication on the terms set out in Clause 6 and subject to all other terms of this Agreement relating to the printed publications.

3. DUTIES OF LICENSEES

3.1. The Licensees will use reasonable endeavours to ensure that only Authorised Users are permitted access to the Publications.

3.2. The Licensees will use reasonable endeavours to establish and maintain reasonable and appropriate measures to ensure that Authorised Users:

3.2.1. are made aware and understand the restrictions and prohibitions on use of the Publications as set out in this Agreement; and

3.2.2. do not use the Publications for any purpose prohibited by the terms of this Agreement.

3.3. Subject to express provisions to the contrary in this Agreement the Licensees will:

3.3.1. not use the whole or any part of the Publications for the purposes of monetary or other reward by means of the sale, resale, loan, transfer, hire or other form of commercial exploitation of the Publications; and

3.3.2. not systematically supply or distribute the electronic form of any Publication to any person other than an Authorised User; and

3.3.3. not use the electronic form of any Publication for the purpose of making inter-library loans. It will however be permissible for the Licensees to print out occasional articles for inter-library loan subject to the provisions of US copyright laws, provided that the printing is done at the Licensee's location.
and expense and that only a limited number of copies of such articles will be made and distributed in this way.

3.4. The Licensees will use reasonable endeavours to safeguard all intellectual property rights of IOPP existing in any jurisdiction including but without limitation all copyrights, patents registered and unregistered, trade marks registered and unregistered, design rights registered and unregistered and all rights to apply for the same ("the Intellectual Property").

3.5. The Licensees will not reproduce the Publications, either in electronic or printed form, in any way which might suggest that the content of such Publications is the property or work of the Licensees or of any Licensee and will not, in particular, use frames or similar technologies to suggest the same.

3.6. The Licensees will not alter, adapt, transform or create any derivative work based on any of the Publications and will not use the Publications in any manner which would infringe the Intellectual Property rights of IOPP in the Publications except as otherwise provided in this Agreement.

3.7. The Licensees will not remove, obscure or modify any copyright notices, disclaimers or other notices which appear in the Publications.

3.8. The Licensees will use reasonable endeavours to ensure that Authorised Users abide by the terms of this Agreement.

3.9. The Licensees will use reasonable endeavours to monitor compliance by each Authorised User with the terms of this Agreement and immediately on becoming aware of any unauthorised use by an Authorised User or by an unauthorised user of the Publications or other breach of this Agreement take all reasonable steps both to ensure that such unauthorised activity ceases and to prevent any recurrence of it including where necessary by terminating that Authorised User's or unauthorised user's access to the Publications.

3.10. The Licensees will establish and maintain and bear all costs in relation to all systems required to link Licensees and Authorised Users to the Web Site including but without limitation all hardware, software, Internet access and telecommunications facilities.

3.11. The Consortium and Licensees

3.11.1. will provide valid Internet Protocol addresses and domain names to IOPP for the purpose of obtaining access to the Publications on the Web Site (as defined in Clause 4.1); and

3.11.2. will advise network managers within the licensed domains that service cannot be guaranteed with respect to servers that do not have registered names which are capable of being looked up in a reverse Domain Name System, and will not hold IOPP responsible for provision of service in cases where this requirement is not met; and
3.11.3. agree to co-operate with IOPP, and IOPP agrees to co-operate with the Consortium and the Licensees in the implementation of reasonable security and control protocols and procedures as they are developed during the term of this Agreement.

3.12. Periodically, and at the reasonable request of IOPP, the Consortium and the Licensees will:

3.12.1. will identify by Internet Protocol address and domain name computers owned or controlled by them and from which persons other than Authorised Users may gain access to the Web Site (as defined in Clause 4.1) including but not limited to public access, caching and proxy servers.

4. DUTIES OF IOPP

4.1. IOPP will make the Publications available to the Licensees in electronic form from an Internet site or sites established by IOPP on the World Wide Web ("the Web Site") in, at a minimum, Adobe Acrobat Portable Document Format for the full text with article headers and abstracts in HTML format provided that IOPP reserves the right to change such formats on giving to the Consortium no less than six months written notice prior to any such change.

4.2. IOPP will use its reasonable endeavours to make Publications available online in electronic form promptly after publication in print form and in general to make the Publications available online prior to delivery of the printed version to subscribers. In addition IOPP shall use reasonable efforts to ensure that the online content, excluding advertising matter, is equivalent to IOPP print journals, represents complete, faithful and timely replications of the print versions of the journals, and will co-operate with the Licensees to identify and correct errors or omissions.

4.3. IOPP will provide the Licensees and Authorised Users with a quality of service (in relation to the Web Site) comparable to similar online systems offering similar materials to similar users provided that IOPP will not be responsible for the performance of the online system in so far as such performance is affected or determined by factors or circumstances outside the control of IOPP including but without limitation all hardware, software, Internet access and telecommunications facilities established and maintained by the Licensees.

4.4. IOPP will use reasonable endeavours to provide continuous, uninterrupted availability of the Web Site subject to:

4.4.1. the right of IOPP to suspend access to the Web Site in order to carry out routine maintenance, repairs, testing, reconfigurations or upgrades; and

4.4.2. unavailability caused by circumstances beyond the control of IOPP including without limitation downtime related to telecommunications lines or any Internet nodes or facilities.

4.5. IOPP will, subject to circumstances beyond its control, restore availability of the Web Site as soon as possible in the event of any interruption or suspension.
4.6. IOPP will, in consultation with its customers, establish and maintain security and control features as determined appropriate for the regulation of access to the Web Site through the use of Internet Protocol addresses, domain names, passwords, user-names and similar access control features or a combination of such.

5. THE LICENCE PERIOD

The rights and obligations set out in this Agreement will commence on the date of this Agreement and will remain in effect until December 31st 2001 and thereafter as extended by agreement of the parties (together “the Licence Period”).

6. REPORTING AND PAYMENT

6.1. In respect of the first year of this Agreement the Consortium will pay the Annual Licence Fee (as defined in Clause 6.3) to IOPP within 45 days of the date of this Agreement.

6.2. In respect of the second and subsequent years of this Agreement the Consortium will pay the Annual Licence Fee (as defined in Clause 6.3) to IOPP by the last day of November in the year preceding the calendar year in respect of which payment is due.

6.3. The Annual Licence Fee will be a sum equal to the Base Price (the Base Price being the sum of the subscription fees in respect of each journal to which the Licensees subscribe and taking into account the multiple subscriptions) as set out in Schedule 2 and subject to any price increases or alterations as set out in this Agreement.

6.4. The Annual Licence Fee (as set out in clause 6.3) may be adjusted by IOPP for each calendar year after the first calendar year to which this Agreement relates provided that increases to the Annual Licence Fee will not exceed the increase in the United Kingdom Retail Price Index during the preceding year in which the increase is to apply.

6.5. A Licensee may subscribe to a printed version of an electronic publication which is not a subscribed publication pursuant to this Agreement at the full institutional price normally charged by IOPP for such a subscription.

6.6. Where a Licensee has subscribed to an additional publication pursuant to Clause 6.5 and has paid the full rate in accordance with such Clause, the remaining Licensees may subscribe to additional printed versions of that publication of the full institutional price.

6.7. Where IOPP acquires or launches a new publication, such publication may be added to the Publications (and Schedule 2 shall be deemed to be amended accordingly) provided that:

6.7.1. the parties agree that the publication should be so added; and
6.7.2. at least one Licensee subscribes to the printed form of the publication at the full institutional price; and

6.7.3. the Base Price and the Annual Licence Fee are amended to reflect the addition of a new publication in accordance with Clause 6.3 of this Agreement.

6.8. The Consortium may add new Licensees to this Agreement at a cost to be agreed by the parties (such cost to be not less than [Text deleted] and on addition of such new Licensees Schedules 1 and 2 will be deemed to be amended accordingly.

6.9. Where pursuant to this Agreement a new Licensee or a new publication is added or a new subscription is taken out IOPP shall provide to the Consortium or the Licensee (as appropriate) an invoice in respect of any additional fees payable under this Agreement and such additional fees shall be payable to IOPP within 45 days of the date of the invoice.

6.10. Where pursuant to this Agreement a new Licensee is added IOPP shall provide access to the electronic form of the Publications two working days after receipt of payment of the invoice issued pursuant to Clause 6.9.

6.11. All sums specified in this Agreement are exclusive of Value Added Tax and other applicable sales taxes which if payable will be paid on presentation of an appropriate tax invoice or other appropriate claim document.

6.12. If the Consortium or any Licensee defaults in making any payment due under this Clause 6 for a period of 30 days or more then IOPP will be entitled (without prejudice to any other right or remedy it may have) to charge the Consortium (or Licensee) interest on the outstanding sums at the rate of 4% per annum above Lloyds Bank Plc base rate in force from time to time from the date the payment became due until actual payment is made (irrespective of whether the date of payment is before or after any judgement or award in respect of the same).

7. WITHDRAWAL OF PUBLICATIONS

7.1. IOPP reserves the right at any time to withdraw from the Publications any Publication:

7.1.1. if IOPP no longer retains the right to publish or ceases, for whatever reason, to publish such Publication;

7.1.2. if in IOPP's sole discretion IOPP on reasonable grounds believes that such Publication contains any material which infringes copyright or is defamatory, obscene, unlawful, or otherwise objectionable.

7.2. In the event that any Publication is to be withdrawn IOPP will give reasonable written notice to the Licensees.

7.3. In the event that an entire Publication is to be withdrawn IOPP will refund to or credit the account of the Consortium with or reduce the Annual Licence Fee by (whichever is determined appropriate by IOPP in all the circumstances) a sum equivalent to the
contribution of that Publication to the Annual Licence Fee pro-rated according to the date of the withdrawal relative to the relevant calendar year.

7.4. On receipt of the notice referred to in Clause 7.2 the Licensees will in respect of any withdrawal pursuant to Clause 7.1.2 immediately make reasonable endeavours to comply with IOPP’s reasonable instructions with respect to the destruction or return or surrender of the withdrawn material.

7.5. Notwithstanding Clause 7.4, the Licensees will in relation to any electronic Publication make reasonable endeavours to comply with IOPP’s reasonable instructions with respect to the deletion of any withdrawn material from any machine-readable copies of the electronic Publications.

8. INTELLECTUAL PROPERTY RIGHTS IN THE PUBLICATIONS

8.1. The Licensees will promptly and fully notify IOPP of:

8.1.1. any actual, threatened, or suspected infringement of any Intellectual Property of IOPP in the Publications which comes to their notice; and

8.1.2. any claim by any third party coming to its notice that any Publication infringes the Intellectual Property or other rights of any other person.

8.2. The Licensees will at the request and expense of IOPP or IOPP’s insurers do all such things as may be reasonably required to assist IOPP in taking or resisting any proceedings in relation to any infringement or claim referred to in Clause 8.1 and in maintaining the validity and enforceability of the Intellectual Property of IOPP in the Publications.

8.3. The Licensees will promptly notify IOPP of any infringements of any of the Intellectual Property Rights or any unauthorised use of the Publications in print or electronic form or any other misuse of the rights granted to the Licensees under this Agreement of which they become aware and the Licensees shall co-operate with IOPP in any investigation of such infringements or unauthorised uses or misuse.

8.4. In the event of any infringement or unauthorised use or misuse as set out in Clause 8.3:

8.4.1. IOPP or IOPP’s insurers will have the right, at their expense, to bring any action in connection with such provided that they will not bring an action against any Authorised User without first consulting with the Consortium and the relevant Licensee and the Consortium and the Licensees will co-operate with IOPP and IOPP’s insurers in such manner as IOPP may reasonably request and at the expense of IOPP or IOPP’s insurers;

8.4.2. by an Authorised User, the Consortium and the Licensees shall take all reasonable steps to cause such Authorised User to cease such activity and to prevent any recurrence thereof and IOPP will be entitled to terminate or demand the termination of such Authorised User’s access to the electronic form of Publications.
8.5. All rights in the Publications whether existing at the Date of this Agreement or which may come into existence after the Date of this Agreement which are not specifically granted to the Licensee are expressly reserved to IOPP.

8.6. The Licensees hereby acknowledge that they will not acquire any interest or other rights in the Intellectual Property of IOPP or other rights of ownership in the Publications other than the rights granted hereby and that all such Intellectual Property and rights will remain vested in IOPP.

9. CONFIDENTIAL INFORMATION

9.1. Subject to the provisions of Clause 9.2, IOPP, the Consortium and the Licensees will at all times during the currency of this Agreement (and thereafter) use their respective reasonable endeavours to keep confidential all information which is provided in confidence by one party to the other in connection with this Agreement.

9.2. Information provided in confidence may be disclosed:

9.2.1. to any employees of IOPP or the Licensees as is necessary for the purposes of this Agreement; or

9.2.2. in so far as such information is or becomes public knowledge; or

9.2.3. as required by law.

9.3. The obligations under this Clause 9 will survive the expiry or termination of this Agreement for a period of three years.

10. ANALYSIS AND EVALUATION

10.1. IOPP, the Consortium and the Licensees agree that from time to time, but no more frequently than once in each calendar year, and by mutual agreement each party shall devote a reasonable amount of time and effort to co-operate and collaborate in:

10.1.1. the collection and sharing of information about the use of the electronic form of Publications consistent with applicable privacy laws and the confidentiality requirements set out in this Agreement; and

10.1.2. the preparation of appropriate user surveys and questionnaires to solicit the views of Authorised Users on the provision of publications online.

11. WARRANTIES AND LIABILITY OF IOPP

11.1. IOPP warrants that it has the right to license the rights granted to the Licensees under this Agreement and this warranty is given in lieu of all warranties, conditions, terms, undertakings, and obligations implied by statute, common law, custom, trade usage, course of dealing, or otherwise, all of which are hereby excluded to the fullest extent permitted by law.
11.2. Notwithstanding anything else contained in this Agreement IOPP will not be liable to the Consortium or to any Licensee or to any Authorised User for any indirect or consequential loss including without limitation any loss of profit, business interruption or loss of data.

11.3. In the event that IOPP incurs any liability whatsoever, such liability will be limited to the Annual Licence Fee paid to IOPP in the year of this Agreement in which the liability arose.

11.4. IOPP certifies that the products and services being provided to the University of California System are Year 2000 Compliant; that is, they will operate properly in the Year 2000 and beyond and in situations where dates of the Year 2000 are used.

12. TERMINATION

Notwithstanding anything else contained herein, this Agreement may be terminated:

12.1. by either party immediately on giving notice in writing to the other if:

12.1.1. control of the other party is transferred to any person or persons other than the person or persons in control at the date of this Agreement; or

12.1.2. the other party commits any material or persistent breach of any term of this Agreement and in the case of a breach capable of being remedied fails within thirty days after the receipt of a request in writing from the other party to remedy the breach; or

12.1.3. the other party becomes insolvent or is wound up or otherwise ceases to operate or on the occurrence of any analogous event under the law of any relevant jurisdiction;

12.2. by the Consortium or the Licensees immediately on giving notice to IOPP if IOPP through no fault of the Licensee fails to permit access to the electronic Publications within 30 days of the due date for delivery unless such failure to deliver is due to causes beyond the control of IOPP.

13. EFFECT OF TERMINATION

13.1. In the event of a breach by IOPP entitling the Consortium to terminate this Agreement, IOPP’s liability will be limited to the refund of a pro rata portion of the Annual License Fee adjusted to reflect the full list prices for the subscriptions taken out by Licensees.

13.2. On termination of this Agreement for any cause other than breach by the Consortium or any Licensee, IOPP will supply a copy of the Publications made available electronically prior to the date of termination by way of article files with no functionality other than functionality expressed in the article files themselves.

13.3. On the expiry or termination of this Agreement for any reason all rights and obligations of the parties under this Agreement will automatically terminate except
where the context requires otherwise and except for obligations in respect of material to which access continues to be permitted.

14. **FORCE MAJEURE**

IOPP will not be under any liability for any loss or for any failure to perform any obligation hereunder due to causes beyond its control including, without limitation, failure of hardware, firmware or third party software, power failure, telecommunications failures, damage to or destruction of Internet facilities, operations, administration and maintenance activity by third parties, industrial disputes of whatever nature, acts of God or hostilities or any other causes, circumstances or contingencies which prevent or hinder the performance by IOPP of its obligations under this Agreement.

15. **GENERAL**

15.1. References in this Agreement to any publication, electronic or printed, will, where the context permits, include any part of that publication including any article, abstract, table of contents, formula, diagram, drawing or any similar item.

15.2. Where two or more legal entities constitute the Consortium or a Licensee their liability will be joint and several.

15.3. This Agreement may not be assigned by either party to any other person nor may either party sub-contract any of its obligations to any other person without in either case the prior consent of the other.

15.4. Any notice served by a party to this Agreement may be sent by air mail, registered mail, or by facsimile transmission to the address of the other set out above and if so sent will be deemed to have been served in respect of air mail, registered mail ten working days after the date of posting and in respect of facsimile transmission at the time of such transmission.

15.5. The failure of any party to enforce any provision on any one occasion will not affect its right to enforce another provision or the same provision on another occasion.

15.6. Nothing in this Agreement will create or be deemed to create a partnership or the relationship of principal and agent between the parties and the Licensees will have no right or authority to bind or to make any representation or warranty on behalf of IOPP.

15.7. If any provision of this Agreement is void or unenforceable or renders the Agreement or any part of it void or unenforceable then that provision will be severable from the remainder of the Agreement which will continue in force and be construed as if such provision had never been contained therein.
As witness the hands of the parties the day and year first above written.

SIGNED by: __________signature) ____________(name)

For and on behalf of The Regents of the University of California

In the presence of: __________signature) ____________(name)

SIGNED by: __________signature) ____________(name)

For and on behalf of Institute of Physics Publishing Ltd

In the presence of: __________signature) ____________(name)
## SCHEDULE 1

### THE LICENSEES

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Base Price: [Text deleted]  
Annual Licence fee: [Text deleted]  
*Amount Due of consortium premium: [Text deleted]  

*Total amount to be paid: [Text deleted]